

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 7, 2024 @ 6:30 p.m.

1. Call to Order
2. Roll Call and Establishment of Quorum
3. Open Public Meeting Statement
4. Pledge of Allegiance
5. Approval of Minutes
 - January 17, 2024 Regular Meeting**
 - January 17, 2024 Executive Session**
6. Comments or Questions from the Public on Agenda Items
7. Announcements/Special Presentations
8. Executive Director's Personnel Report
 - Resignations/Retirements
 - Leaves of Absence and Changes in Leaves of Absence
 - Reassignments/New Hires
9. Board Reports:
 - Treasurer's Report
 - **December 31, 2023**
 - Construction Status Report
 - **January 31, 2024**
10. REORGANIZATION IN ACCORDANCE WITH AUTHORITY BY-LAWS
 - Election of Officers for 2024-2025 Term:**
 - Nomination to Office of Chairman: _____
 - Motion: ___ 2nd: ___
 - Motion to Close Nominations: ___ 2nd: ___
 - Roll Vote on Election to Office of Chairman.

- Nomination to Office of Vice Chairman: _____
Motion: ___ 2nd: ___
Motion to Close Nominations: ___ 2nd: ___
Roll Vote on Election to Office of Vice Chairman.

- Nomination to Office of Treasurer: _____
Motion: ___ 2nd: ___
Motion to Close Nominations: ___ 2nd: ___
Roll Vote on Election to Office of Treasurer.

- Nomination to Office of Corporate Secretary: _____
Motion: ___ 2nd: ___
Motion to Close Nominations: ___ 2nd: ___
Roll Vote on Election to Office of Corporate Secretary.

- Nomination to Office of Assistant Treasurer: _____
Motion: ___ 2nd: ___
Motion to Close Nominations: ___ 2nd: ___
Roll Vote on Election to Office of Assistant Treasurer.

- Nominations to Office of Assistant Secretary: _____;

Motion: ___ 2nd: ___
Motion to Close Nominations: ___ 2nd: ___
Roll Vote on Election to Office of Assistant Secretary.

Annual Appointments:

- Motion to appoint Ann M. McDevitt as Recording Secretary
Motion: ___ 2nd: ___

- Motion to appoint Kevin J. Whitney as Alternate Recording Secretary
Motion: ___ 2nd: ___

Meeting Schedule:

- Consideration/Approval of Proposed Meeting Schedule
for 2024-2025 Term
Motion: ___ 2nd: ___

Resolution No. 10-24 Resolution Designating Official Legal Newspapers

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

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

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

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

11. Wastewater Management and Solid Waste Management Programs (Combined)

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

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.

12. 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.

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. (total not-to-exceed amount of \$4,899,600.00)

13. 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. (total not-to-exceed amount of \$74,050.40)

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

Resolution No. 21-24 Resolution Authorizing the Award of a Non-Fair and Open Contract for Special Legal Counsel – Development of Landfill Gas Beneficial Use Project to Hawkins Delafield & Wood LLP (total not-to-exceed amount of \$85,000.00)

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

14. Miscellaneous

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

15. Approval of Vouchers – February 7, 2024

Administration

Wastewater Operations

Wastewater Project

Solid Waste Operations

Solid Waste Project

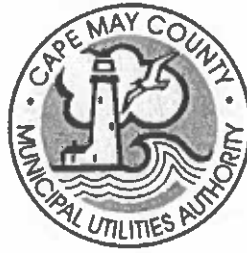
16. Public Comment

17. New Business

18. Executive Session

19. Adjournment

Joseph V. Rizzuto, Executive Director



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

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MINUTES OF THE REGULAR MEETING

January 17, 2024

Chairman Betts called the regular meeting of the Cape May County Municipal Utilities Authority to order at 1:30 p.m.

PRESENT:

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

ALSO PRESENT:

Joseph V. Rizzuto	Executive Director
Robert P. Donato	Chief Financial Officer
Thomas J. LaRocco	Chief Engineer
John R. Conturo	Solid Waste Program Manager
Joshua Palombo	Wastewater Program Manager
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 3, 2024 Regular Meeting were submitted for approval or correction.

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

Motion Carried: 5-0-0

Comments or Questions from the Public on Agenda Items

None offered.

Announcements/Special Presentations

None presented.

Executive Director's Personnel Report

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

Board Reports

Wastewater Management Program Report – January 11, 2024 – Joshua Palombo

Mr. Palombo presented the Wastewater Management Program Report.

Solid Waste Program Tonnage and Revenue Report – December 2023 – John R. Conturo

Mr. Conturo presented the Solid Waste Tonnage and Revenue Report.

Wastewater Management and Solid Waste Management Programs (Combined)

None Presented.

Wastewater Management Program

Resolution No. 5-24 Resolution Authorizing the Continuation of Contract CHEM-56-21 with George S. Coyne Chemical Co., Inc. – Furnish and Deliver Dry Polymer to Various CCMUA Wastewater Treatment Facilities pursuant to Resolution No. 6-22

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

Motion Carried: 5-0-0

Resolution No. 6-24 Resolution Authorizing Contract Change Order No. 2 to Contract OC-18-22 – Ocean City Region 32nd Street Pump Station Piping and Pump Upgrades with Allied Construction Group, Inc.

	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: 5-0-0

Solid Waste Management Program

Resolution No. 7-24 Resolution Authorizing the Release of the Annually Renewable Performance Bond. No. CMS350063 as Posted by Omni Recycling Group, LLC. for the First Amendment to RFP-32-21 Provide Hauling, Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority’s Solid Waste Management Program

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

Motion Carried: 5-0-0

Resolution No. 8-24 Resolution Amending Resolution No. 77-23 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: 5-0-0

Miscellaneous

Approval of Vouchers

Approval of the Administration Vouchers List dated January 17, 2024.

	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: 5-0-0

Approval of the Wastewater Operating Vouchers List dated January 17, 2024.

	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: 5-0-0

Approval of the Wastewater Project Vouchers List dated January 17, 2024.

	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: 5-0-0

Approval of the Solid Waste Operations Vouchers List dated January 17, 2024.

	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: 5-0-0

The total of all four (4) approved Vouchers Lists, dated January 17, 2024, was \$2,985,030.11.

Public Comment

None offered.

New Business

None presented.

Executive Session

Resolution No. 9-24 Resolution Authorizing Executive Session from which the Public is Excluded.

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

Motion Carried: 5-0-0

At 2:00 p.m., the Regular Meeting was retired to Executive Session for the purpose of discussing matters of a Wastewater Study.

At 2:25 p.m., it was motioned to end the Executive Session and reconvene to the Regular Meeting.

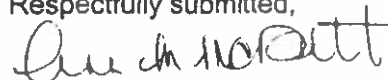
	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns		X	X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci						X
Mr. Rixey						X
Ms. Saduk	X		X			
Mr. Betts			X			

Motion Carried: 5-0-0

Adjournment

There being no further business, the Regular Meeting adjourned at 2:25 p.m.

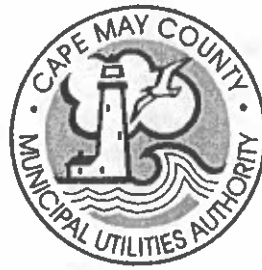
Respectfully submitted,



Ann M. McDevitt
Recording Secretary

1/18/24

Joseph V. Rizzuto, Executive Director



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

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MINUTES OF EXECUTIVE SESSION

January 17, 2024

The Cape May County Municipal Utilities Authority held an Executive Session on Wednesday, January 17, 2024 at 2:00 p.m., at the Authority's Office in Swainton, New Jersey, authorized by Resolution No. 9-24.

PRESENT:

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

ALSO PRESENT:

Joseph V. Rizzuto	Executive Director
Robert P. Donato	Chief Financial Officer
Thomas J. LaRocco	Chief Engineer
John R. Conturo	Solid Waste Program Manager
Joshua Palombo	Wastewater Program Manager
Howard C. Long	Solicitor
Ann M. McDevitt	Recording Secretary

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

Items of Discussion

A discussion was held for the purpose of discussing matters of a potential Wastewater Study.

Respectfully submitted,

Ann M. McDevitt
Recording Secretary

/amm

RESIGNATIONS/RETIREMENTS

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

LEAVES OF ABSENCE AND CHANGES IN LEAVES OF ABSENCE

NAME	PROGRAM/POSITION/FACILITY	FROM/TO *DENOTES CHANGE	DISABILITY WITH PAY & WITH BENEFITS	FMLA WITH EARNED LEAVE & WITH BENEFITS	FMLA W/O PAY & WITH BENEFITS	FMLA/NJFLA W/O PAY & WITH BENEFITS	NJFLA W/O PAY & WITH BENEFITS	LEAVE W/O PAY & WITH BENEFITS	LEAVE W/O PAY & W/O BENEFITS
ID# 203	Wastewater/Utility Worker/TVO/WWV-Transfer Station	1/16/2024- 4/12/2024		X		X			
ID# 616	Wastewater/Utility Worker/Wildwood/Lower	1/29/2024- 4/1/2024							X

REASSIGNMENTS/NEW HIRES

NAME	FROM PROGRAM/POSITION/FACILITY	TO PROGRAM/POSITION/FACILITY	EFFECTIVE DATE
Christopher P. Dermott	Solid Waste/Heavy Equipment Operator/Recycled Products	Solid Waste/Sr. Heavy Equipment Operator/Recycled Products	1/15/2024
David C. Kaban	Solid Waste/Utility Worker/TVO/SW-Transfer Station	Solid Waste/Transfer Station Operator/SW-Transfer Station	1/16/2024
Matthew C. Rucci	Wastewater/Maintenance Worker/Wildwood/Lower	Wastewater/Maintenance Worker II/Wildwood/Lower	1/19/2024



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Respectfully Submitted by:

**William G. Burns, Jr.
Treasurer**

Prepared by:

A handwritten signature in black ink, appearing to read "R. Donato", is written over a horizontal line.

**Robert P. Donato, CPA
Chief Financial Officer**



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Wastewater Management Program

Administration/Construction Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Payroll Account <i>Sturdy</i>	Health Savings Account (Payroll) <i>TD Bank</i>	Total
Balance - December 1, 2023	\$ 1,902,171.85	\$ 212,579.60	\$ 4,834.27	\$ 19,031.15	\$ 2,138,616.87
Cash Receipts					
Interest Income	6,107.49	1,209.74		37.25	7,354.48
Sale of Surplus Equipment					-
NJUI JIF Risk Management Dividend					-
Miscellaneous Reimbursements		951.56		304.62	1,256.18
Transfers - Expense Reimbursements					
Wastewater Revenue Fund	600,000.00				600,000.00
Wastewater R&R Fund					-
Solid Waste Revenue Fund	300,000.00				300,000.00
Total Cash Receipts	\$ 906,107.49	\$ 2,161.30	\$ -	\$ 341.87	\$ 908,610.66
Cash Disbursements					
Monthly Expenses		1,014,357.41	632,873.37	4,199.16	1,651,429.94
Transfers - Reimbursement					
Wastewater R&R Fund					-
Solid Waste Revenue Fund					-
Wastewater Revenue Fund					-
Transfers - Interest Income					
Wastewater Revenue Fund	6,107.49				6,107.49
Total Cash Disbursements	\$ 6,107.49	\$ 1,014,357.41	\$ 632,873.37	\$ 4,199.16	\$ 1,657,537.43
Interfund Transfers					
	(2,073,640.42)	2,073,640.42			-
		(632,873.37)	632,873.37		-
		(2,883.66)		2,883.66	-
Total Interfund Transfers	\$ (2,073,640.42)	\$ 1,437,883.39	\$ 632,873.37	\$ 2,883.66	\$ -
Balance - December 31, 2023	\$ 728,531.43	\$ 638,266.88	\$ 4,834.27	\$ 18,057.52	\$ 1,389,690.10



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Wastewater Management Program

Project Fund

	Trustee-Held Funds Renewal and Replacement Fund <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Total
Balance - December 1, 2023	\$ 45,604,061.79	\$ 129,345.89	\$ 45,733,407.68
Cash Receipts			
Interest Income	187,098.14	1,342.74	188,440.88
Borough of Woodbine - Reimbursement		6,686.68	6,686.68
Transfers - Expense Reimbursements			
Wastewater Construction Fund			-
Wastewater Revenue Fund	15,524,000.00		15,524,000.00
Total Cash Receipts	\$ 15,711,098.14	\$ 8,029.42	\$ 15,719,127.56
Cash Disbursements			
Monthly Expenses		1,460,692.49	1,460,692.49
Transfers - Expense Reimbursements			
Wastewater Construction Fund			-
Wastewater Revenue Fund			-
Transfers - Interest Income			
Wastewater Revenue Fund	187,098.14		187,098.14
Total Cash Disbursements	\$ 187,098.14	\$ 1,460,692.49	\$ 1,647,790.63
Interfund Transfers	(1,367,108.64)	1,367,108.64	-
Total Interfund Transfers	\$ (1,367,108.64)	\$ 1,367,108.64	\$ -
Balance - December 31, 2023	\$ 59,760,953.15	\$ 43,791.46	\$ 59,804,744.61



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Wastewater Management Program

Revenue Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Daily Deposit Account <i>TD Bank</i>	Total
Balance - December 1, 2023	\$ 20,861,996.09	\$ 97,800.70	\$ 444,812.48	\$ 21,404,609.27
Cash Receipts				
Revenue				
User Charges			3,346,262.00	3,346,262.00
Septage/Leachate			60,378.19	60,378.19
Sludge Processing			24,743.80	24,743.80
Tower Rental			11,221.66	11,221.66
Insurance Claims				-
Sale of Surplus Equipment				-
Miscellaneous Reimbursements			14,932.03	14,932.03
Interest Income	72,865.06	583.05	544.54	73,992.65
Transfers - Interest Income				
Wastewater Accounts				
General Fund	11,377.53			11,377.53
Renewal and Replacement	187,098.14			187,098.14
Construction Fund	6,107.49			6,107.49
2002 Forward Financing	1,190.87			1,190.87
Rate Stabilization Fund	47.82			47.82
Transfers - Other				
Construction Fund - Projects				-
Bond Reserve Fund				-
Renewal and Replacement Fund				-
Solid Waste Revenue Fund				-
Solid Waste Project Fund				-
Total Cash Receipts	\$ 278,686.91	\$ 583.05	\$ 3,458,082.22	\$ 3,737,352.18
Cash Disbursements				
Monthly Expenses		616,705.33		616,705.33
Transfers - Expense Reimbursements				
Wastewater Construction Fund	600,000.00			600,000.00
Wastewater Bond Service Fund				-
Renewal and Replacement Fund	15,524,000.00			15,524,000.00
Solid Waste Future Construction Reserve				-
Total Cash Disbursements	\$ 16,124,000.00	\$ 616,705.33	\$ -	\$ 16,740,705.33
Interfund Transfers	3,891,659.55 (616,705.33)	616,705.33	(3,891,659.55)	-
Total Interfund Transfers	\$ 3,274,954.22	\$ 616,705.33	\$ (3,891,659.55)	\$ -
Balance - December 31, 2023	\$ 8,291,637.22	\$ 98,383.75	\$ 11,235.15	\$ 8,401,256.12



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Solid Waste Management Program

Project Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Trustee-Held Funds Future Construction Reserve Fund <i>TD Wealth Mgmt.</i>	Total
Balance - December 1, 2023	\$ 584,412.95	\$ 91,680.93	\$ 14,357,822.38	\$ 15,033,916.26
Cash Receipts				
Interest Income	2,275.94	203.87	62,118.93	64,598.74
Transfers - Expense Reimbursements				
Solid Waste Equipment Reserve				-
Solid Waste Closure Fund				-
Solid Waste IPF Capital Reserve Fund				-
Solid Waste Building and Site Fund				-
Solid Waste Revenue Fund			812,500.00	812,500.00
Wastewater Revenue Fund				-
Total Cash Receipts	\$ 2,275.94	\$ 203.87	\$ 874,618.93	\$ 877,098.74
Cash Disbursements				
Monthly Expenses		25,464.36		25,464.36
Transfers - Expense Reimbursements				
Wastewater Construction Fund				-
Wastewater Revenue Fund				-
Transfers - Closure-related Expenditures				
Solid Waste Revenue Fund				-
Transfers - Rate Stabilization				
Solid Waste Revenue Fund				-
Transfers - Debt Service-related Expenditures				
Solid Waste Revenue Fund				-
Transfers - Interest Income				
Solid Waste Revenue Fund	2,275.94		62,118.93	64,394.87
Total Cash Disbursements	\$ 2,275.94	\$ 25,464.36	\$ 62,118.93	\$ 89,859.23
Interfund Transfers	25,464.36 (25,464.36)	25,464.36	(25,464.36)	-
Total Interfund Transfers	\$ -	\$ 25,464.36	\$ (25,464.36)	\$ -
Balance - December 31, 2023	\$ 584,412.95	\$ 91,884.80	\$ 15,144,858.02	\$ 15,821,155.77



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Solid Waste Management Program

Revenue Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Daily Deposit Account <i>TD Bank</i>	Prepayment Account <i>TD Bank</i>	Total
Balance - December 1, 2023	\$ 7,904,441.97	\$ 101,167.96	\$ 90,613.56	\$ 130,187.70	\$ 8,226,411.19
Cash Receipts					
Revenue					
Tipping Fees	16.31		1,462,452.28		1,462,468.59
Wood Products			10,625.03		10,625.03
Methane Revenue			8,940.16		8,940.16
Recycling Enhancement Grant					-
Electricity Generation					-
Property Rental			1,000.00		1,000.00
Sale of Surplus Equipment					-
Insurance Reimbursement					-
Miscellaneous Reimbursements			1,993.16		1,993.16
Prepayments Received					-
Interest Income	31,638.09	366.21	203.06	246.36	32,453.72
Transfers - Interest Income					-
Solid Waste Accounts					
Equipment Reserve Fund	287.68				287.68
Building and Site Improvements	947.26				947.26
Host Community Benefit Reserve	1,671.95				1,671.95
General Fund	64.98				64.98
Future Construction Reserve	62,118.93				62,118.93
Project Fund	2,275.94				2,275.94
Transfers - Expense Reimbursements					
Wastewater Construction Fund					-
Building and Site Improvement Fund					-
Solid Waste Project Fund					-
Future Construction Reserve Fund					-
IPF Capital Reserve Fund					-
IPF Rate Stabilization Fund	74,012.95				74,012.95
Host Community Benefit Fund					-
Total Cash Receipts	\$ 173,034.09	\$ 366.21	\$ 1,485,213.69	\$ 246.36	\$ 1,658,860.35
Cash Disbursements					
Monthly Expenses		353,192.48	7,521.73		360,714.21
Prepayments Returned					-
Transfers - Expense Reimbursements					
Wastewater Construction Fund	300,000.00				300,000.00
Wastewater Revenue Fund					-
Transfers - Reserve Accounts					
Equipment Reserve Fund					-
Closure Fund	13,923.89				13,923.89
Host Community Benefit Fund	77,416.82				77,416.82
Building and Site Improvement Fund					-
Future Construction Reserve Fund	812,500.00				812,500.00
Debt Service Fund					-
IPF Rate Stabilization Fund					-
IPF Capital Reserve Fund					-
Total Cash Disbursements	\$ 1,203,840.71	\$ 353,192.48	\$ 7,521.73	\$ -	\$ 1,564,554.92
Interfund Transfers					
	1,163,073.86		(1,163,073.86)		-
	(353,192.48)	353,192.48			-
Total Interfund Transfers	\$ 809,881.38	\$ 353,192.48	\$ (1,163,073.86)	\$ -	\$ -
Balance - December 31, 2023	\$ 7,683,516.73	\$ 101,534.17	\$ 405,231.66	\$ 130,434.06	\$ 8,320,716.62



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Wastewater Management Program

Investment Summary

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Construction Fund				
New Jersey Cash Management Fund			5.34%	\$ 728,531.43
TD Bank - Checking			2.30%	638,266.88
TD Bank - Health Savings Account			2.30%	18,057.52
Sturdy Savings - Payroll			-	4,834.27
				<u>\$ 1,389,690.10</u>
Revenue Fund				
TD Bank - Money Market			2.30%	\$ 207,398.17
New Jersey Cash Management Fund			5.34%	5,508,545.68
Parke Bank - Money Market			4.75%	661,296.02
New Jersey Asset & Rebate Management Fund (NJ/ARM)			5.32%	1,914,397.35
TD Bank - Daily Deposit			2.30%	11,235.15
TD Bank - Checking			2.30%	98,383.75
				<u>\$ 8,401,256.12</u>
General Fund				
New Jersey Cash Management Fund			5.34%	\$ 365,675.23
Parke Bank - Money Market			4.75%	2,500,000.00
				<u>\$ 2,865,675.23</u>
Renewal and Replacement Fund				
Parke Bank - Money Market			4.75%	6,430,422.22
New Jersey Asset & Rebate Management Fund - (NJ/ARM)			5.32%	29,749,016.98
TD Bank - Money Market			2.30%	4,605,361.89
New Jersey Cash Management Fund			5.34%	18,976,152.06
TD Bank - Checking			2.30%	43,791.46
				<u>\$ 59,804,744.61</u>



Cape May County Municipal Utilities Authority

Treasurer's Report

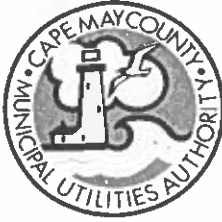
for the month ended December 31, 2023

Wastewater Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Rate Stabilization Fund				
New Jersey Cash Management Fund			5.34%	\$ 10,811.47
				<u>\$ 10,811.47</u>
Sick and Vacation Pay Reserve Fund				
New Jersey Cash Management Fund			5.34%	\$ 345,495.03
				<u>\$ 345,495.03</u>
2002 Forward Financing Fund				
New Jersey Cash Management Fund			5.34%	\$ 269,259.47
				<u>\$ 269,259.47</u>
Bond Service Fund				
TD Bank - Money Market			2.30%	
				<u>\$ -</u>

Total Funds - Wastewater Management Program \$ 73,086,932.03



Cape May County Municipal Utilities Authority

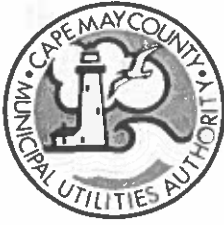
Treasurer's Report

for the month ended December 31, 2023

Solid Waste Management Program

Investment Summary

Account Name / Bank	Purchase Date	Maturity Date	Interest Rate	Amount
Project Fund				
TD Bank - Money Market			2.30%	\$ 2,815.77
Parke Bank - Money Market			4.75%	581,597.18
TD Bank - Checking			2.30%	91,884.80
				\$ 676,297.75
Revenue Fund				
TD Bank - Money Market			2.30%	\$ 59,844.63
Parke Bank - Money Market			4.75%	276,596.29
New Jersey Cash Management Fund			5.34%	5,538,809.64
New Jersey Asset & Rebate Management Fund (NJ/ARM)			5.32%	1,808,266.17
TD Bank - Prepayment Account			-	130,434.06
TD Bank - Daily Deposit			2.30%	405,231.66
TD Bank - Checking			2.30%	101,534.17
				\$ 8,320,716.62
Equipment Reserve Fund				
New Jersey Cash Management Fund			5.34%	\$ 65,044.12
				\$ 65,044.12
Building and Site Improvement Fund				
Parke Bank - Money Market			4.75%	\$ 242,631.44
				\$ 242,631.44
Insurance Reserve Fund				
New Jersey Cash Management Fund			5.34%	\$ 21,462.20
Parke Bank - Money Market			4.75%	630,522.73
				\$ 651,984.93



Cape May County Municipal Utilities Authority

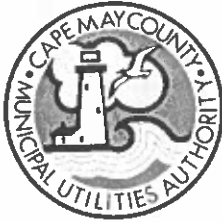
Treasurer's Report

for the month ended December 31, 2023

Solid Waste Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Rate Stabilization Fund				
New Jersey Cash Management Fund			5.34%	\$ 922,822.85
				<u>\$ 922,822.85</u>
IPF Rate Stabilization Fund				
New Jersey Cash Management Fund			5.34%	\$ 2,520,343.77
				<u>\$ 2,520,343.77</u>
IPF Capital Reserve Fund				
New Jersey Cash Management Fund			5.34%	\$ 668,612.19
				<u>\$ 668,612.19</u>
Closure Fund				
US Government Issues		average	2.29%	\$ 7,802,785.22
US Government Agency Issues		average	1.98%	57,483.84
First American Government Obligation Fund			5.30%	69,547.19
				<u>\$ 7,929,816.25</u>
<i>The Closure Fund is administered by US Bank under an NJDEP-stipulated Escrow Agreement</i>				
Host Community Benefit Reserve Fund				
New Jersey Cash Management Fund			5.34%	\$ 479,166.87
				<u>\$ 479,166.87</u>



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Solid Waste Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Debt Service Fund - NJEIT Series				
New Jersey Cash Management Fund			5.34%	\$ -
Parke Bank - Money Market			4.75%	-
				<u>\$ -</u>
Project Fund II - State Grant				
New Jersey Cash Management Fund			5.34%	\$ 311,681.67
				<u>\$ 311,681.67</u>
General Fund				
Parke Bank - Money Market			4.75%	\$ 16,644.13
				<u>\$ 16,644.13</u>
Future Construction Reserve Fund				
Parke Bank - Money Market			4.75%	\$ 6,144,858.02
New Jersey Asset & Rebate Management Fund - (NJ/ARM)			5.32%	9,000,000.00
				<u>\$ 15,144,858.02</u>

Total Funds - Solid Waste Management Program \$ 37,950,620.61



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Cash Management Plan Compliance Statements

1. Securities Purchased or Sold/Matured during the Reporting Period - ***

Purchased

None

Matured

None

2. Summary of Securities Owned - ***

None

3. Interest Received during the Reporting Period - ***

<u>Program</u>	<u>Securities</u>	<u>Other</u>	<u>Total</u>
Wastewater	\$ -	\$ 283,918.68	\$283,918.68
Solid Waste	-	120,292.06	120,292.06
Total	\$ -	\$ 404,210.74	\$404,210.74

4. Fees Incurred during the Reporting Period - ***

<u>Program</u>	<u>Securities</u>	<u>Other</u>	<u>Total</u>
Wastewater	\$ -	\$ -	\$ -
Solid Waste	-	-	-



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended December 31, 2023

Cash Management Plan Compliance Statements (continued)

5. Summary of Funds as of December 31, 2023


<u>Official Depositories</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Total</u>
Parke Bank	\$ 9,591,718.24	\$ 7,892,849.79	\$ 17,484,568.03
Sturdy Savings Bank	4,834.27	-	4,834.27
TD Bank NA	5,622,494.82	791,745.09	6,414,239.91
<u>Other Official Funds</u>			
New Jersey Cash Management	26,204,470.37	10,527,943.31	36,732,413.68
New Jersey Asset and Rebate Management Fund	31,663,414.33	10,808,266.17	42,471,680.50
	<u>\$ 73,086,932.03</u>	<u>\$ 30,020,804.36</u>	<u>\$103,107,736.39</u>
Closure Fund ***	-	7,929,816.25	7,929,816.25
Total Funds	<u>\$ 73,086,932.03</u>	<u>\$ 37,950,620.61</u>	<u>\$111,037,552.64</u>

*** The Closure Fund is administered by US Bank under an NJDEP-stipulated Escrow Agreement

MEMORANDUM

January 31,2024

TO: Mr. Joseph V. Rizzuto, Executive Director

FROM: Thomas J. LaRocco, P.E., Chief Engineer 

RE: Construction Status Report

The following is a summary status report of the Authority’s on-going projects for the period December 20, 2023 through January 31, 2024.

° **Project:** Contract No. OC-18-22
 Ocean City Region
32nd Street Pump Station Piping & Pump Upgrades

Contractor: Allied Construction

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. A final Change Order has been prepared for approval.

Original Contract Amount: \$1,781,000.00
 Amended Contract Amount: \$1,685,632.84
 Paid to Date: \$1,573,399.64
 Completion Date: April 10, 2024

° **Project:** Contract No. WW/L-02-23
 Wildwood/Lower Region
Furnish and Install New Centrifugal Blowers

Contractor: Municipal Maintenance Company, Inc.

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.

Contract Amount: \$1,381,377.00
 Paid to Date: \$ 0.00
 Completion Date: May 21, 2024

MEMORANDUM

January 31, 2024

Page 2

° **Project:** Contract No. WW-11-23
Various Regions
Disposal of RBCs and Other Miscellaneous Equipment

Contractor: Garton's Rigging, Inc.

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.

Original Contract Amount: \$269,125.00
Amended Contract Amount: \$322,950.00
Paid to Date: \$261,890.36
Original Completion Date: June 20, 2023
Amended Completion Date: June 19, 2024

° **Project:** Contract No. SCF-08-23
Demolition and Disposal of Various Structures
and Equipment at the Sludge Composting Facility

Contractor: H4 Enterprises, LLC.

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.

Contract Amount: \$1,498,847.00
Paid to Date: \$ 505,018.50
Completion Date: May 7, 2024

MEMORANDUM

January 31, 2024

Page 3

° **Project:** Contract No. SLF-03-23
Secure Sanitary Landfill
Leachate Pump Stations
Control/Power Replacement

Contractor: PFK-Mark III

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.

Contract Amount: \$3,763,000.00
Paid to Date: \$ 0.00
Completion Date: November 12, 2024

° **Project:** Contract No. WW-42-23
Various Wastewater Treatment Facilities
Cutting and Modification of Existing Concrete Structures

Contractor: West Bay Construction

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.

Contract Amount: \$180,000.00
Paid to Date: \$ 0.00
Completion Date: January 1, 2025

MEMORANDUM

January 31, 2024

Page 4

° **Project:** State Contract
Sanitary Landfill
IPF Roof Replacement

Contractor: WTI (Tremco)

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.

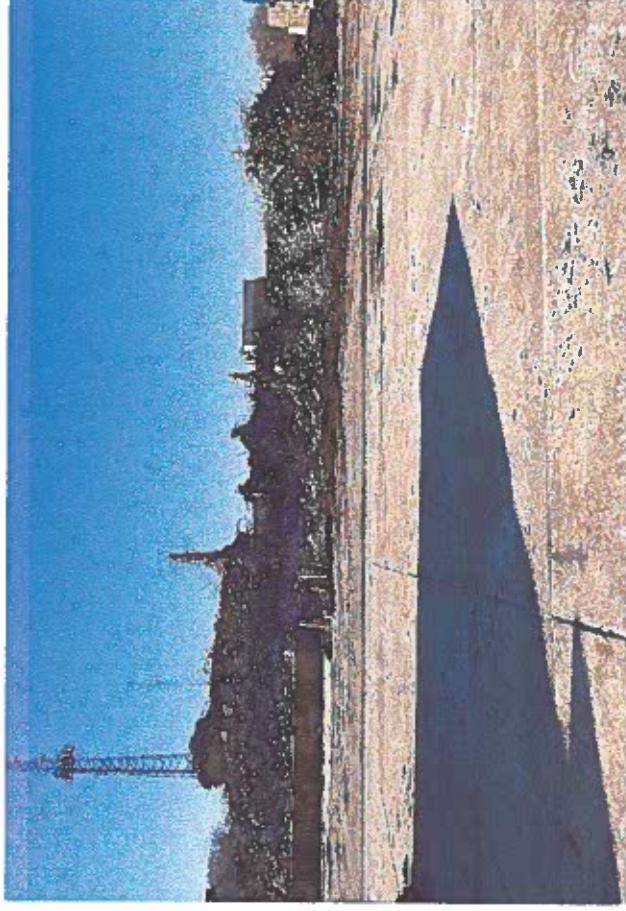
Contract Amount: \$1,307,753.09
Paid to Date: \$ 0.00
Completion Date: May 24, 2024

TJL:amm

cc: Authority Members
Mr. Robert P. Donato, CPA
Mr. Joshua Palombo
Mr. John R. Conturo, P.E.
Ms. Ann M. McDevitt



Pummeling the North Reactor (1-3-24)



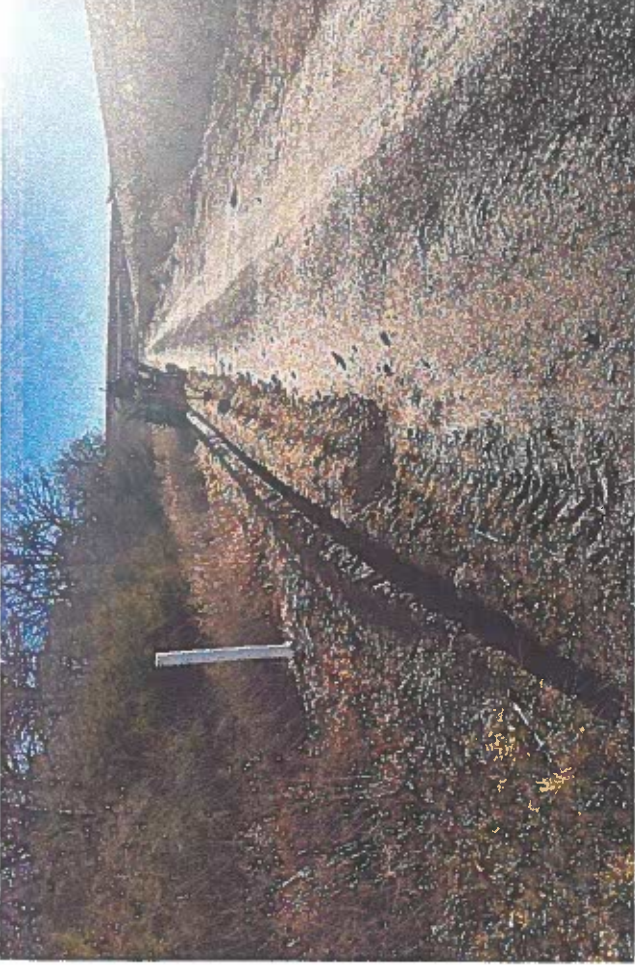
Reactor Building looking west (1-11-24)



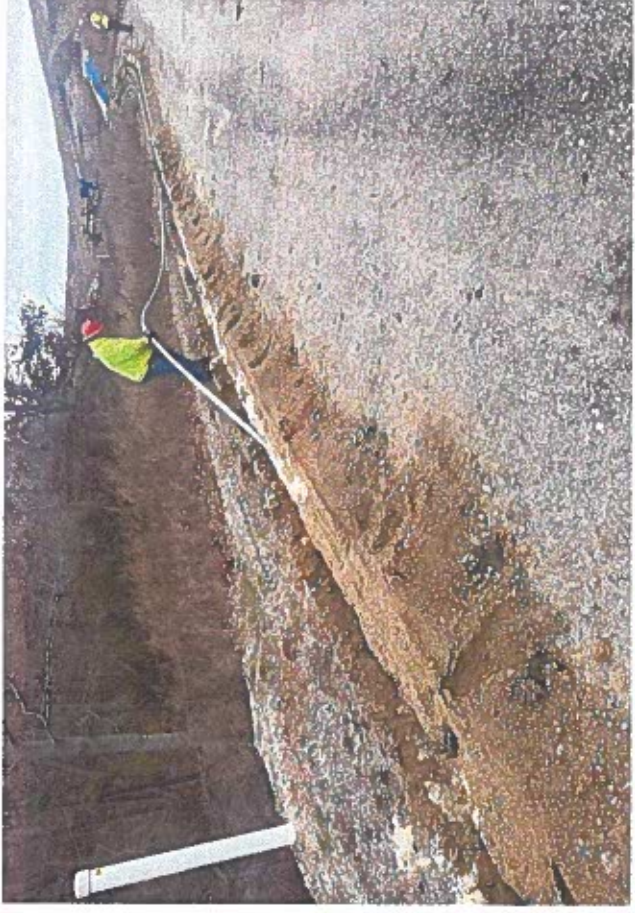
Salvaged Rebar (1-12-24)



Reactor Building looking west (1-22-24)



Digging trench for electrical conduit (1-12-24)



Laying PVC conduit in trench (1-15-24)



Disconnecting power lines to the decommissioned Waukesha generation facility (1-17-24)



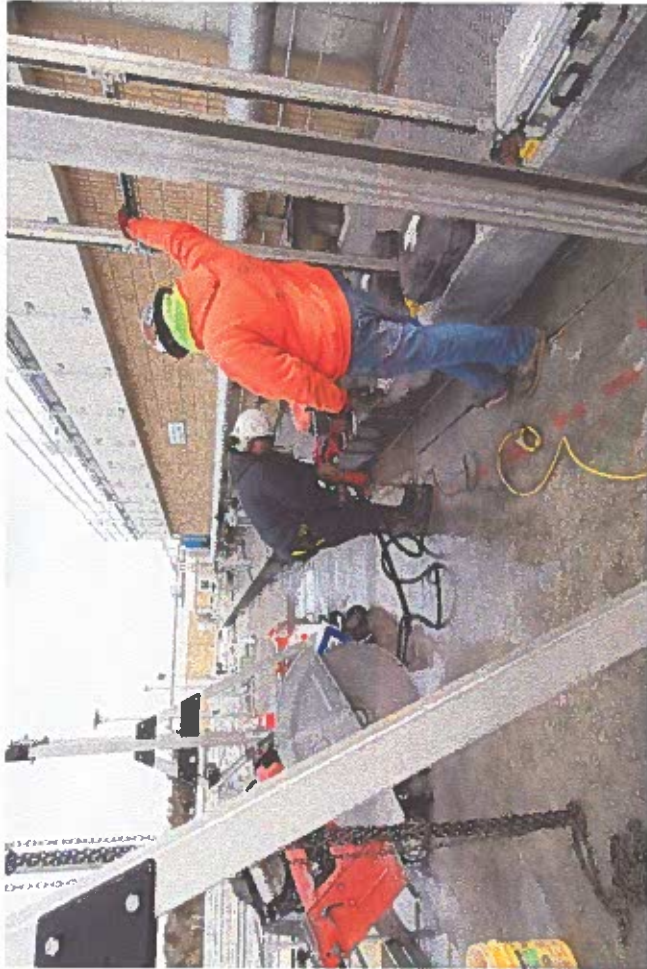
Compacting trench backfill (1-18-24)



Unloading portable gantries (1-17-24)



Markout for 1st cut (1-18-24)

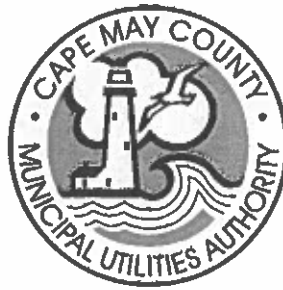


Drilling to square off cut (1-23-24)



Debris chute to protect clarifier mechanism (1-23-24)

Joseph V. Rizzuto, Executive Director



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

Cape May County Municipal Utilities Authority

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

Cape May County MUA Meeting Schedule 2024-2025

<u>Date</u>	<u>Time</u>
February 21, 2024	1:30 p.m.
March 6, 2024	6:30 p.m.
March 20, 2024	1:30 p.m.
April 3, 2024	6:30 p.m.
April 17, 2024	1:30 p.m.
May 1, 2024	6:30 p.m.
May 15, 2024	1:30 p.m.
June 5, 2024	6:30 p.m.
June 26, 2024	1:30 p.m.
July 17, 2024	1:30 p.m.
August 7, 2024	6:30 p.m.
August 21, 2024	1:30 p.m.
September 4, 2024	6:30 p.m.
September 18, 2024	1:30 p.m.
October 2, 2024	6:30 p.m.
October 16, 2024	1:30 p.m.
November 6, 2024	6:30 p.m.
November 20, 2024	1:30 p.m.
December 4, 2024	6:30 p.m.
December 18, 2024	1:30 p.m.
January 8, 2025	6:30 p.m.
January 22, 2025	1:30 p.m.
February 5, 2025	6:30 p.m.

Cape May County Municipal Utilities Authority

RESOLUTION NO. 10-24

RESOLUTION DESIGNATING OFFICIAL LEGAL NEWSPAPERS

WHEREAS, it is necessary to designate official newspapers of the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority"), in which publication of public notices, legal advertisements, notices of hearings, and such other official communications pertaining to the CMCMUA as required to be published in accordance with N.J.S.A. 40:53-2; and,

WHEREAS, N.J.S.A. 35:1-2.2 provides that whenever, by law, notice is required to be published by printing in a newspaper that such newspaper meet a host of qualifications.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority that The Press of Atlantic City, 1201 New Road, Suite 240, Linwood, NJ 08221 and The Daily Journal, 891 E. Oak Road, Vineland, NJ 08360 meet the qualifications of N.J.S.A. 35:1-2.2 and are hereby designated as official newspapers of the Cape May County Municipal Utilities Authority for publishing official notice, as may be required by law, and further affirms that said publication must be placed in at least one of the official newspapers.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 10-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Secretary

Cape May County Municipal Utilities Authority

RESOLUTION NO. 11-24

RESOLUTION DESIGNATING INTERNET WEBSITE FOR OFFICIAL NOTIFICATION PURSUANT TO NEW JERSEY LOCAL UNIT PAY-TO-PLAY LAW

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") is subject to the provisions of N.J.S.A. 19:44A-20.4 et seq., the "New Jersey Local Unit Pay-To-Play" law ("Law"); and,

WHEREAS, as part of the "fair and open process" contained in the Law, a contract for goods and/or services to be awarded under the "fair and open process" shall be "... publicly advertised in newspapers or on the Internet website maintained by the public entity..." (N.J.S.A. 19:44A-20.7); and,

WHEREAS, the Authority maintains its Internet Website at www.cmcmua.com; and,

WHEREAS, the Authority desires to designate its Website as the official notification source for all applicable contracts not publicly bid to be awarded as part of the "fair and open process" pursuant to the Law.

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

1. The Authority hereby designates its Internet Website at www.cmcmua.com as the official notification source for contracts not publicly bid to be awarded as part of the "fair and open process" contained in N.J.S.A. 19:44A-20.4 et seq., the "New Jersey Local Unit Pay-To-Play" law.
2. The Authority is not precluded from utilizing its official legal newspapers for notification when it so desires.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 11-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Secretary

Cape May County Municipal Utilities Authority

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

WHEREAS, the Board of Commissioners of the Cape May County Municipal Utilities Authority ("CMCMUA"/ "Authority") has determined it appropriate to adopt a policy governing the use of electronic communications, such as e-mail, text messages, and other forms of electronic communications, when discussing or deliberating upon Authority business, in compliance with the requirements of the New Jersey Open Public Meetings Act (hereinafter the "Act"), N.J.S.A. 10:4-6; and,

WHEREAS, such communications, depending upon the circumstances, can be deemed to be "meetings" under the Act; and,

WHEREAS, the Board of Commissioners of the CMCMUA has identified the differences between typical communications in which the business of the CMCMUA is not discussed and other forms of communications which might fall under the Act; and,

WHEREAS, the Board of Commissioners of the CMCMUA has determined it appropriate to adopt a policy governing the use of electronic communications by CMCMUA officials where the business of the CMCMUA is included within the contents of said communications.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority that the CMCMUA's guidelines governing the use of electronic communications by CMCMUA officials, when the business of the CMCMUA is intended to be discussed, are as follows:

1. E-mail communications should, as far as practicable, not include an effective majority of the Board of Commissioners and should never include an effective majority of the Board of Commissioners where a discussion of information related to the business of the CMCMUA is involved.
2. Where e-mail communications do include an effective majority of the Board of Commissioners, such communications should not include any request for a response. Any e-mail communication should indicate that there should be no e-mail reply or response for communication.
3. In the rare instance when a response to an e-mail is necessary, such response must not involve any decision-making or deliberative function of the Board of Commissioners or otherwise address public business as contemplated by the Act. Further, the response shall not be made to the entire list of e-mail addresses to avoid even the appearance of circumvention of the Act. When appropriate, the CMCMUA shall utilize the CMCMUA's Executive Director or the Assistant Secretary to disseminate information such as the meeting agenda and the like, without the parties thereto engaging in a dialogue which shall serve to insulate the Board of Commissioners from an accusation of violating said Act.

- 4. Rolling e-mail conversations are inappropriate and shall be avoided. A "rolling" e-mail occurs when one member of the Board of Commissioners contacts others via e-mail individually to successively discuss or gain opinions on an item of CMCMUA business. This would also apply to other forms of electronic communication. However, communications between less than an effective majority of the Board of Commissioners do not violate the Act, provided that the dialogue does not become a "rolling" discussion that ends up including an effective majority of the Board of Commissioners.

- 5. To the extent possible, e-mail communications or other forms of electronic communications regarding the business of the CMCMUA which is initiated by a member of the CMCMUA's Board of Commissioners, shall be sent only to the CMCMUA's Executive Director, Assistant Secretary, professionals or staff but not the other members of the Board of Commissioners.

	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. 12-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Secretary

Cape May County Municipal Utilities Authority

RESOLUTION NO. 13-24

RESOLUTION ESTABLISHING STANDARD PROCEDURES FOR PUBLIC COMMENT AT CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY REGULAR MEETINGS

WHEREAS, the Board of Commissioners of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") highly values the communication between members of the public and the Board of Commissioners of the CMCMUA; and,

WHEREAS, each Authority Regular Meeting Agenda includes two opportunities for members of the public to comment, once for comments or questions on Regular Board meeting agenda items and another opportunity to allow members of the public to express themselves regarding matters pertaining to the CMCMUA; and,

WHEREAS, Section 8 of P.L. 2020, c. 34 authorizes the Division of Local Government Services Director to promulgate regulations establishing standard protocols for remote public meetings held by a public body subject to the Open Public Meetings Act, N.J.S.A. 10:4-8 et seq., during a Governor-declared emergency, including minimum procedures to be followed to provide reasonable public notice and allowances for public input; and,

WHEREAS, pursuant to the Emergency Remote Meeting Protocol for Local Public Bodies, N.J.A.C. 5:39-1 et seq., a local public body shall adopt, by resolution, standard procedures and requirements for public comment made during the meeting along with those written comments submitted in advance of the meeting; and,

WHEREAS, the Board of Commissioners of the CMCMUA wish to ensure that all members of the public have the opportunity to offer comment and that the important business of the Authority be conducted in a timely manner.

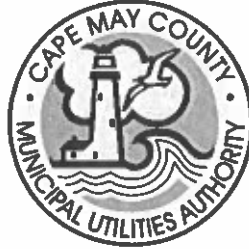
NOW, THEREFORE BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

- 1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The "Standard Procedures for Public Comment at CMCMUA Board Meetings" attached hereto and on file with Authority's Office Manager on January 26, 2024, is hereby approved and adopted.
3. Copies of the "Standard Procedures for Public Comment at CMCMUA Board Meetings" shall be posted on the Authority's website and shall be made available along with the Agenda at each Authority meeting.

Table with 7 columns: Motion, Second, Yes, No, Abstain, Absent and 7 rows of names: 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. 13-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Secretary



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

Standard Procedures for Public Comment at CMCMUA Board Meetings

Pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., and the Emergency Remote Meeting Protocol for Local Public Bodies, N.J.A.C. 5:39-1 et seq., the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") offers the public the opportunity to comment twice during its Regular Board meetings, once for comments or questions on Regular Board meeting agenda items and another opportunity to allow members of the public to express themselves regarding matters pertaining to the CMCMUA.

In order to ensure that members of the public who wish to appear before the Authority Board of Commissioners may be heard, while at the same time preserving the proper efficient conduct of the meetings, pursuant to provisions of the Open Public Meetings Act, N.J.S.A. 10:4-12, the Authority has adopted the standard procedures for public comment at Regular Board meetings as set forth below.

1. Notice of Meeting

- 1.1. The CMCMUA, pursuant to N.J.S.A. 10:4-18 and N.J.A.C. 5:39-1.5, will notify the public of the location of each meeting, the date, the time, and, if during a declared emergency, the telephonic and electronic means members of the public can participate in the Regular Board meetings. Notification for special meetings shall be provided in accordance with the Open Public Meetings Act.
- 1.2. The schedule of Regular Board Meetings will be placed in at least one of the official legal newspapers of the Authority and on the CMCMUA's website, www.cmcmua.com.

2. Guidelines for Public Participation at Regular Meetings

- 2.1. All CMCMUA Regular Board meetings, unless otherwise advertised, will be open to the public.
- 2.2. Seating will be available for the public on a first-come, first-served basis.
- 2.3. All attendees should be seated by the start of the meeting.
- 2.4. Members of the public will be able to enter the CMCMUA Administration Building Public Meeting Room until the seventy-five (75) person capacity of the Public Meeting Room is reached.

- 2.5. Public participation at Regular Board meetings is intended to allow individual members of the public to address the Board of Commissioners on issues of public concern, and not intended as a forum for extended conversation or two-way dialogue with the Board members or Authority officials.
- 2.6. Each member of the public who wishes to speak during a public comment period shall register to speak on a "first come, first serve" basis prior to the start of the Regular Board meeting on the form provided at the door of the Public Meeting Room. Registrations will also be accepted via email (info@cmcmua.com) by 4:00 p.m. the day prior to the Regular Board meeting.
- 2.7. Members of the public may submit public comments in written form addressed to the CMCMUA, 1523 Route 9 North, Cape May Court House, NJ 08210 attention of the Executive Director, may place written public comments in the drop box located at the above referenced address attention of the Executive Director, or may submit public comments by electronic email to the Executive Director at rizzutojv@cmcmua.com by 4:00 p.m. the day prior to the Regular Board meeting.
- 2.8. A speaker may not register to speak more than once during the same public comment period. Registration information shall include: the speaker's name, any organization affiliation (where applicable), municipality of residence, and the topic on which remarks will be given.
- 2.9. Speakers may provide related documents, printed comments, or materials upon signing in, or attached to the registration email.
- 2.10. An individual who registered to speak cannot give his/her time to another individual. Speakers must be present when their names are called.
- 2.11. If an Authority Regular Board meeting is being conducted remotely by telephonic and electronic means, prior to each public comment section of the Regular Board meeting agenda, the Board Chair will announce if members of the public participating in the Regular Board meeting either by telephonic or electronic means would like address the Board of Commissioners. Members of the public wanting to address the Board of Commissioners shall inform the Board Chair of their desire to address the Board of Commissioners during the public comment period. The Board Chair will assign a number to each speaker in the order in which they responded to the Board Chair's announcement.
- 2.12. Speakers will be acknowledged by the Board Chair to speak in the order in which their names appear on the registration sheet or as assigned by the Board Chair, if the Regular Board meeting is being conducted remotely.
- 2.13. Speakers will address the Board of Commissioners from the microphone placed in front of the dais if the Regular Board meeting is being conducted in person and by telephone or by posting public comment in the chat function of the Authority's streaming platform, if the Regular meeting is being conducted remotely.
- 2.14. Speakers are asked to commence their remarks with their name and municipality of

residence.

- 2.15. Each speaker will be allotted a maximum of four (4) minutes and should limit comments to matters of public concern pertaining to the Authority. Time limits for all speakers will be adhered to.
- 2.16. The Board Chair will direct the speaker to conclude their remarks once the speaker's time has expired.
- 2.17. There will be no sharing or granting of speaking time to others. Groups are asked to select a spokesperson to speak on their behalf.
- 2.18. Public participation at a Regular Board meeting will be limited to cumulative total of twenty (20) minutes. These time allotments may be extended for an additional twelve (12) minutes, by the Board Chair, at their discretion.
- 2.19. Public comments submitted before the remote Regular Board meeting through electronic mail or by written letter shall be read aloud from the beginning and addressed during the remote Regular Board meeting in a manner audible to all meeting participants and the public. The same allotment of time, a maximum of four (4) minutes, shall be placed on the reading of written comments. Each written comment shall be read from the beginning, until the four (4) minute time limit is reached.

3. Board of Commissioners Response to Public Comment

- 3.1. Board of Commissioners are not obligated to answer impromptu questions or address remarks from members of the public during the public comment period.
- 3.2. Speakers should expect the Board of Commissioners to refrain from engaging in a dialogue, except to the extent necessary to clarify the speaker's position.
- 3.3. The allotted time for speaking is the method to address the Board of Commissioners during the public comment period, therefore, the Board of Commissioners will not entertain questions or comments called out from the audience.
- 3.4. Absent exceptional circumstances, the Board of Commissioners will not take action on an item presented during public comment.
- 3.5. When appropriate, the Board Chair may respond to questions either at the end of the public comment session or may refer inquiries and items brought up during public comment to Authority staff for follow up.

4. Decorum

- 4.1. Speakers and members of the public should at all times maintain proper decorum and shall make their comments in a civil manner.
- 4.2. Personal attacks, obscenity, derogatory or slanderous remarks will not be tolerated.

- 4.3. The Board Chair is responsible for maintaining a respectful environment during public comment sections so that public comments can be heard and considered by the Board of Commissioners.
- 4.4. The Board Chair, therefore, may interrupt or terminate any individual's speaking privilege if the speaker's comments are excessively loud, disruptive, obscene, or otherwise in violation of applicable law.
- 4.5. Further, an individual may be cautioned that a personally directed statement may be slanderous or defaming and that the individual may be liable for his/her statement.
- 4.6. Examples of unacceptable behavior that will not be permitted include, but are not limited to, naming Authority employees and engaging in personal attacks, racial slurs, excessive loudness, calling out, yelling, generally disruptive behavior, attempting to disrupt meeting or inciting others to do so.
- 4.7. The Board Chair or General Counsel may interrupt any speaker or terminate any individual's speaking privilege if the speaker's comments are disruptive or obscene.
- 4.8. An individual may be cautioned that a personally directed statement may be slanderous or defaming and that the individual may be liable for his/her statements.
- 4.9. Disregard for the rules of decorum will not be tolerated.

Cape May County Municipal Utilities Authority

RESOLUTION NO. 14-24

RESOLUTION AUTHORIZING THE APPROVAL OF THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY INFORMATION TECHNOLOGY PRACTICE POLICY

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

WHEREAS, the Fund has created a cyber risk management framework to assist members in managing cyber risk through the development of a set of minimum technology proficiency standards; and,

WHEREAS, the Fund has made recommendation members adopt, through Resolution, an Information Technology Practice Policy annually; and,

WHEREAS, the CMCMUA desires to approve the "Cape May County Municipal Utilities Authority Information Technology Practice Policy".

NOW, THEREFORE, BE IT RESOLVED that the policy entitled, "Cape May County Municipal Utilities Authority Information Technology Practice Policy" on file with Authority's Office Manager on January 26, 2024, is hereby approved and adopted.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 14-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Secretary

Cape May County Municipal Utilities Authority Information Technology Practice Policy

Purpose: To establish as policy certain information technology practices. Compliance with established practices will enable the Cape May County Municipal Utilities Authority (“CMCMUA” and/or “Authority”) to claim a reimbursement of a paid insurance deductible in the event the Authority files a claim against the CMCMUA’s Cyber Insurance Policy, currently administered through the New Jersey Utilities Authority Joint Insurance Fund (“NJUA JIF”) and the Municipal Excess Liability Joint Insurance Fund (“MEL JIF”).

A. Technical Operations

1. **System and data back-up practices:** The Authority will implement backup practices that meet the following as a minimum standard, or will implement recommendations of a qualified information technology advisor who, after consideration of the CMCMUA’s information technology needs, recommends an alternative, which shall be fully documented.
 - a) Daily incremental backups or the use of standardized system images or virtualized desktops, with at least fourteen (14) days of versioning on off-network devices for data files.
 - b) Weekly off-network full backups of all devices:
 - i. Use of non-versioned, synchronized cloud-based drives are not acceptable as backup solutions. Cloud-based drives used for backup must have a minimum of fourteen (14) days of versioned files.
 - ii. A full backup of non-networked/standalone desk and laptop computers must include all storage drives.
 - c) All backups are spot-checked monthly.
 - d) Consult with third party application providers to ensure their data files are part of a backup practice.
2. **Security and system patching:** all operating and application software shall be updated on a timely basis with latest versions as released, particularly as related to security updates. Outdated or non-supported operating systems and software shall not be used unless there is no practical alternative available, in which case, appropriate steps shall be taken to mitigate potential security threats. System administrators shall coordinate patching with applications maintained or managed by third parties to ensure upgrades will not disable their applications. When upgrades cannot be applied, appropriate action shall be taken to prevent the system or application from security exploitation.
3. **Defensive software** shall be installed and operative on all computing devices as follows:
 - a) For all desktop and laptop devices: antivirus and an enabled firewall;

- b) Mail server: anti-spam and anti-virus filters;
 - c) For network servers that connect to the internet: an active firewall on all open ports, unused ports closed; and anti-virus, anti-malware software running;
 - d) All Microsoft Office applications are set to all downloaded files in "Protected Mode."
4. Server security: all servers are protected from unauthorized access by means of a secured cage, locked cabinet (with sufficient airflow) or other physically secure means to ensure that only authorized users have access to it.
 5. Access privilege controls and policies are in place and maintained to ensure that: 1) users with administrator rights are limited to those that need them; 2) that other users only have access to those services they need for day-to-day activities; 3) that access is removed when it is no longer needed or when an employee separates from service; and 4) access rights are periodically reviewed to ensure compliance.

The Director of Human Resources shall work with the Information Technology Director to ensure that system access needed by new employees is provided on a timely basis, and that notice of termination of employees is provided and acted upon by the Information Technology Director prior to notice provided to the employee.

6. Security Incident response: Appropriately trained staff or contractors are available to support the CMCMUA's technology and to respond timely to security incidents.

B. Employee-based Cyber Security Practices

1. All CMCMUA personnel utilizing the CMCMUA Network shall receive cybersecurity awareness training upon onboarding and quarterly thereafter collectively totaling at least one hour of training per year. Training will include, but is not limited to content on the following topics:
 - a) Cybersecurity threats and risks;
 - b) Password management and best practices;
 - c) Phishing awareness and prevention;
 - d) Safe use of email and the internet;
 - e) Safe use of email and the internet;
 - f) Mobile device security;
 - g) Authentication;

- h) Social engineering awareness; and
 - i) Incident reporting procedures.
- 2. Training will be delivered through a combination of methods, including:
 - a) Online training modules;
 - b) In-person training sessions;
 - c) Periodic security awareness newsletters; and
 - d) Simulated phishing exercises to test awareness of CMCMUA personnel.
- 3. Additional cybersecurity awareness training may be required if CMCMUA personnel fails to follow this Policy, fails an internally generated Phishing Campaign, or the CMCMUA Network changes.
- 4. Employees are required to use unique passwords or passphrases made up of at least ten (10) characters, changed periodically, but at least every ninety (90) days. Passwords/phrases shall be at least ten (10) alpha-numeric characters, with incidental uppercase and lowercase letters and symbols.
- 5. Files that contain protected data shall be password protected or be encrypted when the files are stored or transferred to others, regardless of the storage medium or means of transfer. Examples of protected data include: social security numbers, birthdates, driver's license numbers, health insurance numbers, etc. Practices shall include ensuring that more than one employee is aware of the password or passphrase used to encrypt these files.

C. Technology Management Practices

- 1. The Executive Director and the CMCMUA Board of Commissioners shall ensure that technology policy decisions (i.e., risk assessment, planning, and budgeting) are made with input from staff or advisors that possess appropriate technological expertise. This expertise can consist of any combination of officials, employees, or contractors/consultants, as the Executive Director deems necessary.
- 2. The Executive Director shall approve and implement a cybersecurity incident response plan to direct staff and guide IT management decision making when a cybersecurity incident takes place.

Cape May County Municipal Utilities Authority

RESOLUTION NO. 15-24

RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

WHEREAS, in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq., and in particular N.J.S.A. 40A:5-14, each local unit shall adopt a Cash Management Plan and shall deposit its funds in accordance with that Plan; and,

WHEREAS, pursuant to the regulations of the Local Fiscal Affairs Law, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority"), through the Chief Financial Officer's office, has implemented a written Cash Management Plan ("the Plan"); and,

WHEREAS, Attachment A, entitled "Municipal Note Investment Policy", which sets forth the intent and establishes procedures and requirements the Authority shall follow to purchase New Jersey Municipal Notes, shall be incorporated into and made part of the Plan; and,

WHEREAS, the State of New Jersey requires the annual adoption of Cash Management Plans; and,

WHEREAS, the Authority's Executive Director and Chief Financial Officer recommend approval of the Authority's Cash Management Plan as prepared by the CMCMUA's Chief Financial Officer; and,

WHEREAS, it is the desire of the CMCMUA to approve the proposed Cash Management Plan for the CMCMUA as prepared by its Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED, by the CMCMUA in the County of Cape May and State of New Jersey as follows:

1. The Cash Management Plan for the CMCMUA prepared in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq., by the Chief Financial Officer, and recommended by the Executive Director and Chief Financial Officer in a memorandum dated January 29, 2024, is hereby adopted and approved by the CMCMUA.
2. This Cash Management Plan shall supersede and replace any previously approved Cash Management Plan for the Cape May County Municipal Utilities Authority.
3. A copy of this Resolution shall be transmitted to the CMCMUA's Executive Director and Chief Financial Officer and to each of the Authorized Depositories designated in said Cash Management Plan for their reference and information.

	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. 15-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Secretary

MEMORANDUM

January 29, 2024

TO: CMCMUA AUTHORITY MEMBERS

FROM: Joseph V. Rizzuto, Executive Director 
Robert P. Donato, CPA, Chief Financial Officer 

RE: Cash Management Plan

Pursuant to N.J.S.A. 40A:5-14 et seq., the Authority has duly adopted and has in place a Cash Management Plan. The statute requires the cash management plan be approved annually by the governing body. Attached is the current CMCMUA Cash Management Plan, including Attachment A, Municipal Note Investment Policy, prepared by the Authority's Chief Financial Officer and reviewed by the Executive Director. As there are no proposed revisions to the current plan, except as noted below, we are recommending the current plan's re-adoption and approval at the Authority's Board of Commissioner's meeting on February 7, 2024.

Please note that the list of Authorized Depositories (Section XI) has been modified to only include depositories with which we currently do business. The following institutions have been removed from the authorized list:

- Bank of America
- Capital Bank of New Jersey
- 1st Bank of Sea Isle City
- JP Morgan Chase Bank, N.A.
- OceanFirst Bank
- PNC Bank, N.A.
- Santander Bank, N.A.
- Wells Fargo Bank, N.A.

It is recommended that if any additional depositories are considered, then those institutions would be added to the Cash Management Plan by way of a separate Board resolution at that time.

Please contact Joseph Rizzuto or Robert Donato regarding the enclosed document if you have any questions or comments regarding this matter.

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CASH MANAGEMENT PLAN

I. Introduction

The purpose of this document is to establish a Cash Management Plan for the Cape May County Municipal Utilities Authority (the “Authority” or “CMCMUA”). This plan sets forth the policies, procedures and investment guidelines that will govern the Authority’s investment program. This plan is designed to ensure that the Authority’s funds are invested in interest bearing accounts and other permitted methods of investment, whenever practical. The following shall constitute the Cash Management Plan of the CMCMUA which shall deposit and manage its funds pursuant to this Plan.

II. Scope

It is intended that this plan cover all funds, deposits and investment activities of the Authority. (See Section VII, Section A, for Landfill Closure Escrow Account exception.)

III. Definitions

“Chief Financial Officer” shall mean the Chief Financial Officer of the CMCMUA. In the Chief Financial Officer’s absence, “Chief Financial Officer” shall mean the Treasurer of the CMCMUA.

Fiscal Year shall mean the twelve-month period ending December 31.

Cash Management Plan shall mean the plan as approved by Resolution of the CMCMUA.

IV. Delegation of Authority

The Chief Financial Officer of the CMCMUA shall be charged with administering this plan. The Chief Financial Officer shall monitor and review all deposits and investments for consistency with this plan. No person may engage in an investment transaction involving CMCMUA funds except as directed or authorized by the Chief Financial Officer.

V. Ethics and Conflict of Interest

Officers and employees of the CMCMUA involved in the designation of depositories, the authorization of investments, or the selection of entities to sell investments to the CMCMUA shall disclose any material business or personal relationship with that organization to the governing body of the CMCMUA.

VI. Prudence

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Officers and employees of the CMCMUA acting in accordance with this plan and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes or the insolvency or closing of any depository. Deviations from expectations shall be reported to the governing body of the CMCMUA by the Chief Financial Officer.

VII. Objectives

The primary objectives, in order of priority, of the CMCMUA's Cash Management Plan shall be:

A. **Safety:** Safety of principal is the foremost objective of the cash management program. The CMCMUA's deposits and investments shall be made in a manner that seeks to ensure preservation of capital in the portfolio. The Chief Financial Officer shall maintain diversity in the CMCMUA's portfolio to the extent necessary to keep the overall risk associated with the default of any one issuer or institution at a minimum. All funds shall be deposited within 48 hours of receipt in accordance with the N.J.S.A. 40A:5-15.

- Custodial Credit Risk Related to Deposits – Custodial Credit Risk is the risk that, in the event of a bank failure, the Authority's deposits might not be recovered. The Authority will minimize Custodial Credit Risk by depositing funds in depositories protected from loss under the provisions of the Governmental Unit Deposit Protection Act. (See Section XI, Authorized Depositories.)

Also, the Authority will limit investments to the types of permitted investments as outlined in Section VIII, Permitted Investments. The Authority will obtain necessary documentation from financial institutions, broker/dealers, intermediaries and advisors, as applicable, with which the Authority may transact business, as required in Section VIII.

It is important to note that the Authority's investments in the Landfill Closure Fund are governed by the New Jersey Department of Environmental Protection ("NJDEP"), Sanitary Landfill Closure Escrow Account, Standard Escrow Agreement. This agreement stipulates that the Authority shall have no right to direct the investment of landfill closure escrow account funds; investments shall be directed by the Escrow Agent, subject to NJDEP regulations. Therefore, all investments in the landfill closure escrow account are exempt from the Cash Management Plan.

B. **Liquidity:** The CMCMUA's funds will remain sufficiently liquid to enable the CMCMUA to meet its cash flow requirements. Deposits and investments shall be based on a cash flow analysis prepared by the Chief Financial Officer that is commensurate with the nature and amount of the CMCMUA's various funds. The Chief Financial Officer shall not purchase investments with a maturity date materially longer than the dates on which the funds for which the investments are being purchased are reasonably expected to be expended or otherwise needed.

C. **Return on Investment:** The CMCMUA's funds shall be deposited and invested in a timely fashion after receipt with the objective of attaining a market rate of return consistent with the constraints imposed by its safety objectives and liquidity needs. When depositing funds or purchasing an investment, the Chief Financial Officer shall take into account the costs and fees associated with each deposit or investment in addition to its stated yield in determining its true return. All investments and deposits shall be made on a competitive basis insofar as practicable, although safety and liquidity shall be considered before their expected return.

VIII. Permitted Investments

To the extent permitted by New Jersey statute, the CMCMUA's funds may be invested in the following types of securities.

- A. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
- B. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligations bear a fixed rate of interest not dependent on any index or other external factor.
- C. Bonds or other obligations of the County of Cape May, CMCMUA, or any local units located within the County of Cape May.
- D. Bonds or other obligations not expressly authorized in paragraph I. below, having a maturity date of not more than 397 days from the date of purchase, approved by the Division of Local Government Services of the Department of Community Affairs.
- E. Government money market mutual funds. A "government money market fund" means an investment company or investment trust:
 1. which is registered with the Securities and Exchange commission under the "Investment Company Act of 1940" and operated in accordance with 17 CFR sec. 270.2a-7;
 2. the portfolio of which is limited to U.S. Government Securities that meet the definition of an eligible security pursuant to 17 CFR sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government Securities in which direct investment may be made pursuant to paragraphs (A) and (B) of this section; and
 3. which is rated in the highest category by a nationally recognized statistical rating organization.
- F. Local government investment pools. A "local government investment pool" means an investment pool:
 1. which is managed in accordance with 17 CFR sec. 270.2a-7.;
 2. the portfolio of which is limited to U.S. Government Securities that meet the definition of an eligible security pursuant to 17 CFR sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. government securities in which direct investment may be made pursuant to paragraphs (A) and (B) of this section;
 3. which is rated in the highest category by a nationally recognized statistical rating organization;
 4. which is in compliance with any rules adopted pursuant to the "Administrative Procedure Act" by the Local Finance Board of the Division of Local Government Affairs;

5. which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilizes an index that does not support a stable net asset value; and
6. which purchases and redeems investments directly from the issuer, a government money market mutual fund, or through the use of a national or State bank located within the State of New Jersey, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who maintains primary markets in U.S. Government Securities.

As a local government investment pool, the New Jersey Asset and Rebate Management Program (NJ/ARM) and the MBIA Class Program are allowable investments for the CCMUA.

- G. Deposits with the State of New Jersey Cash Management Fund.
- H. Agreements for the repurchase of fully collateralized securities, if
 1. the underlying securities are permitted investments pursuant to paragraphs (A) and (B) of this section;
 2. the custody of the collateral is transferred to a third party;
 3. the maturity of the agreement is not more than 30 days;
 4. the underlying securities are purchased through a public depository for which a master repurchase agreement providing for the custody and security of collateral is executed.
- I. Notes issued by New Jersey municipalities, counties, fire districts, and boards of education, having a maturity date of not more than 397 days from the date of purchase.
- J. Debt Obligations from the following New Jersey local government entities, not subject to a 397-day maturity limit:
 1. Parking Authorities
 2. Sewerage and Utilities Authorities
 3. County Improvement Authorities
 4. Pollution Control Financing Authority
 5. Water Commissions
 6. Municipal Port Authorities
 7. Municipal Shared Service Energy Authority
 8. Bonds issued pursuant to Local Redevelopment and Housing Law by housing authorities, redevelopment agencies, municipalities, and counties.

The maturity of any investment in these debt obligations must approximate the prospective use of the funds invested.

K. Other investments as are permitted by New Jersey statutes.

IX. Safekeeping, Custody and Payment

Any investment instrument in which the security is not physically held by the CMCMUA shall be covered by a third-party custodial agreement which shall provide for the designation of such investments in the name of the CMCMUA and prevent unauthorized use of such investments.

Purchase of investment securities shall be executed by the “delivery versus payment” method to ensure that securities are either received by the CMCMUA or a third-party custodian prior to or upon the release of the CMCMUA’s funds.

X. Authorized Broker-Dealers

Any investments not purchased and redeemed directly from the issuer, government money market mutual fund, local government investment pool, or the State of New Jersey Cash Management Fund shall be purchased and redeemed through the use of a national or State bank located within the State of New Jersey or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years, has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who maintains primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

The registered principal of any security brokerage firm selling securities to the CMCMUA shall be provided with and sign an acknowledgement that the principal has seen and reviewed this Cash Management Plan. With respect to the sale of a government money market mutual fund, the registered principal need only sign an acknowledgment that the government money market mutual fund whose securities are being sold to the CMCMUA meets the criteria of a government money market mutual fund as set forth in Section VIII. E.

XI. Authorized Depositories

The following institutions are designated the official depositories for funds of the CMCMUA:

New Jersey Cash Management Plan
New Jersey Asset and Rebate Management Program (NJ/ARM)
Parke Bank
Sturdy Savings Bank
TD Bank, N.A.
US Bank

No more than 65% of the CMCMUA’s funds shall be deposited in any single depository. The CMCMUA shall only deposit funds in institutions holding a certificate of eligibility from the State of New Jersey authorizing the institution to act as a depository for public funds.

The Chief Financial Officer shall request from and maintain a current certificate of eligibility under the Governmental Unit Deposit Protection Act for each eligible depository. The Chief Financial Officer shall not deposit funds with any institution which has failed to provide such certification.

To assure that the CMCMUA is receiving fair and competitive value from its relationships with depositories, the Chief Financial Officer shall undertake, at least annually, a review and analysis of these relationships. The review shall include, but not be limited to, an analysis of balances, fees and charges, services provided, earnings credited and interest rates paid or allowed on all accounts maintained by the CMCMUA.

XII. Reporting Requirements

Investment reports shall be submitted to the governing body after each month end. These reports shall include, at a minimum, the following information:

- all securities purchased or sold since the last report;
- a description of each security purchased, including its credit rating from one of the nationally recognized statistical rating organizations if the security involved is other than a U.S. Government Obligation;
- the book value of each security as of the report date;
- the market value of each security as of the report date;
- the amount of interest income received during the month;
- the amount of fees incurred during the month; and
- the amount of CMCMUA funds held by each authorized organization.

XIII. Annual Review

This Cash Management Plan shall be approved by a majority vote of the governing body of the CMCMUA and may be modified from time to time in order to reflect changes in federal or State law or regulations, or in the designation of depositories, funds or investment instruments.

XIV. Audit

The Cash Management Plan shall be subject to annual audit conducted pursuant to N.J.S.A. 40A:5-14.

ATTACHMENT A

Cape May County Municipal Utilities Authority

Municipal Note Investment Policy

I. Statement of Purpose

The Cape May County Municipal Utilities Authority (the “Authority”) Municipal Note Investment Policy (the “Policy”), a supplement to the Authority’s Cash Management Plan, sets forth the intent and establishes procedures and requirements the Authority shall follow to purchase New Jersey Municipal Notes (“Muni Notes”). This Policy is intended to assure that the public funds identified and entrusted to the Authority for investment and used to purchase Muni Notes provides for: the preservation of capital; the safe keeping of assets; the maintenance of the liquidity needed to meet operating requirements; the diversification of the Authority’s investment portfolio; the maximization of interest earnings at the Authority; and the continued stability of value in the Authority’s investment portfolio.

The Authority will follow the rules, procedures and process for the purchase of Muni Notes as outlined in N.J.S.A 40A5-15.1(a)(5) and as outlined in the New Jersey Local Finance Board Notice 2015-18 and as amended 2017-24R and as may be amended in the future.

II. Delegation of Authority

The Chief Financial Officer of the Authority is hereby authorized to purchase, through competitive bid or private placement, Muni Notes for the purpose of investment of Authority Funds. The Chief Financial Officer will act after written authorization from the Executive Director of the Authority and following said authorization shall be relieved of any liability for loss of such moneys due to the insolvency, bankruptcy, or other action of the issuer of the Muni Note which causes a decrease in value of the Muni Note authorized.

III. Identification of Available Funds

The Chief Financial Officer will be responsible for identifying the permissible Authority Funds available for the purchase of Muni Notes. The amount of permissible Authority Funds available for the purchase of Muni Notes will be identified pursuant to the procedures and requirements outlined in this Policy.

The permissible Authority Funds made available for the purchase of Muni Notes will be limited to thirty percent (30%) of the total Authority eligible Funds available for investment. No Authority Funds will be used for the purchase of Muni Note as an investment if, at the time of the Muni Note offering, an authorized depository of the Authority, as identified in the Authority’s Cash Management Plan, has an interest rate greater than the interest rate to be bid for the purchase of the Muni Note. If the depository having an interest rate higher than the interest to be bid is not

accepting new or additional deposits from the Authority, then the depository having the next highest interest rate in to be the interest rate benchmark.

IV. Procedures and Requirements

The Chief Financial Officer will be responsible for the identification of permissible Muni Notes that meet the requirements outlined in this Policy. The Chief Financial Officer may use the resources available to identify a permissible Muni Note including, but not limited to, outside sources, available informational material, Muni Note Notice of Sale(s), the Authority's Financial Advisor, and other Authority professionals with knowledge of the Muni Note market.

The Muni Note can be purchased through either a competitive or private sale. The Chief Financial Officer will follow the instructions presented by the Muni Note issuer in the Notice of Sale or as conveyed by other means for a private sale and provide the necessary bid and corresponding documents required with the bid and purchase. The Chief Financial Officer may use the professional services of the Authority's Financial Advisor and/or Bond Counsel to actuate the purchase of the Muni Note.

The offered interest rate for the purchase of the Muni Note will be representative of the current Muni Note market and under no circumstances, unless authorized by the Chairman or Treasurer of the Authority, be at an interest rate less than the interest rate available in other Authority designated, permissible depositories as included in the Authority's Cash Management Plan.

The Authority will limit the purchase of the Muni Notes to: 1) no more than fifteen percent (15%) of any single issuer; 2) no more than \$2,000,000 for a single Muni Note; 3) no more than ten percent (10%) of the total thirty percent (30%) of the total Authority eligible funds available for investment will be made available for the purchase and investment of Muni Notes that carry not less than an investment grade of Baa/BAA/BAA by Moody's, Standard and Poor's ("S&P") and Fitch respectively and 4) the maturity of the Muni Note purchased can be no greater than 397 days from the day of purchase. When purchasing a Muni Note, the Chief Financial Officer will also consider: the ongoing requirements for the need of Funds for the daily operation of the Authority; budget requirements; the laddering of Muni Note maturities to recognize the need of the Funds and investment earnings for operations; minimizing the interest rate earnings risk associated in a declining interest rate environment; and maximizing the interest rate earnings available in a rising interest rate environment. The Chief Financial Officer will consult with the Authority's Financial Advisor and/or Bond Counsel in assessing current declining/rising interest rate environments.

V. Permissible Investments

Permissible Muni Notes are those that meet the following requirements: 1) The Muni Note must be issued by a local government entity in the State of New Jersey; 2) The Muni Note must have a maturity date of 397 days or less; and 3) The Muni Note must carry a long term credit rating of not less than a Baa/BAA/BAA from at least one of the three (3) major credit rating services (i.e. Moody's, Standard & Poor's (S&P) and/or Fitch, respectively) or determined to be an investment grade credit by the Authority's Financial Advisor. A local government entity is defined as any New Jersey government unit that has the legal ability and authorization to issue Muni Notes.

VI. Reporting Requirements

The Chief Financial Officer will provide a monthly financial report to the Authority that outlines the following information regarding the Authority's Muni Note investment activity: 1) the identification of each Muni Note in the investment portfolio; 2) the amount (size) of Muni Note(s) in the investment portfolio; 3) the earnings of the Muni Note(s) in the investment portfolio; 4) the total amount of Funds invested in Muni Notes in the Authority's investment portfolio; and 5) the total amount available to be invested in Muni Note(s) in the Authority's investment portfolio.

The Chief Financial Officer will provide for the proper accounting of the Muni Note(s) to allow for review, auditing and proper maintenance of the Authority's investment portfolio.

VII. Term of the Policy

This Policy shall be presented to the Authority's Budget Review/Finance Committee for concurrence prior to presentation to the Authority Board of Commissions for approval. The Policy shall remain in full force and effect until such time that: 1) upon recommendation of the Executive Director and/or CFO of the Authority, concurrence by the Authority's Budget Review/Finance Committee, and approval by the Authority Board of Commissioners affirming the action to terminate the Policy or 2) upon action of the State of New Jersey, the New Jersey Department of Community Affairs or other Federal or State government agency(s) to revoke the ability of this Authority to purchase Muni Notes as part of the Authority's Cash Management Plan and investment portfolio.

Cape May County Municipal Utilities Authority

RESOLUTION NO. 16-24

RESOLUTION AUTHORIZING THE PROCUREMENT FORKLIFTS AND LIFT TRUCKS WITH RELATED SERVICES THROUGH SOURCEWELL CONTRACT #091520-MCF WITH EQUIPMENT DEPOT, AN AUTHORIZED DEALER OF MITSUBISHI CATERPILLAR FORKLIFT AMERICA INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has a need to procure forklifts and lift trucks with related 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 Forklifts and Lift Trucks with Related Services, and had awarded, Sourcewell Contract #091520-MCF to Equipment Depot, an authorized dealer of Mitsubishi Caterpillar Forklift America Inc. and has made the Sourcewell Contract available to other public entities; and,

WHEREAS, on January 11, 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 #091520-MCF, to procure forklifts and lift trucks with related services through Equipment Depot, an authorized dealer of Mitsubishi Caterpillar Forklift America Inc. a New Jersey approved vendor; and,

WHEREAS, the public comment period ended on January 22, 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 #091520-MCF, to procure forklifts and lift trucks with related services through Equipment Depot, an authorized dealer of Mitsubishi Caterpillar Forklift America Inc.; and,

WHEREAS, the CMCMUA desires to authorize the Authority's Qualified Purchasing Agent to procure forklifts and lift trucks with related services through Equipment Depot, an authorized dealer of Mitsubishi Caterpillar Forklift America Inc. a New Jersey approved vendor from Sourcewell Contract #091520-MCF.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, that the CMCMUA hereby authorizes its Qualified Purchasing Agent to procure forklifts and lift trucks with related services through Equipment Depot, an authorized dealer of Mitsubishi Caterpillar Forklift America Inc. a New Jersey approved vendor through Sourcewell Contract #091520-MCF.

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. **16-24** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of **February 2024**.

Assistant Secretary

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

PROJECT INFORMATION

Project Name: Forklifts and Lift Trucks with Related Services

Purpose and Scope of Contract: The purpose and scope of this contract is to procure forklifts and lift trucks with related services, on an as needed basis, through a National Cooperative Contract, Sourcewell Contract #091520-MCF.

PROCUREMENT INFORMATION

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

Contract Number: Sourcewell Contract #091520-MCF
Term of Contract: November 2, 2020 – October 26, 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 7, 2024 – October 26, 2024
Notice of Intent Comment Period End Date: January 22, 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: Equipment Depot, an authorized dealer of Mitsubishi Caterpillar Forklift America Inc.
Address: 741 Independence Ave. Mechanicsburg, PA 17055

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



Kevin W. McGahey, Purchasing Agent Date 1/02-01-2024



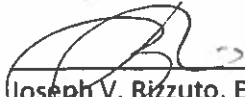
John R. Conturo, SW Program Manager Date 1/13/2024



Joshua Palombo, WW Program Manager Date 1/1/2024



Robert P. Donato, Chief Financial Officer Date 2/1/2024



Joseph V. Rizzuto, Executive Director Date 1/01/2024

Cape May County Municipal Utilities Authority

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.

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 Chief Engineer, regarding Contract SCF-08-23 – Demolition and Disposal of Various Structures and Equipment at the Sludge Composting Facility with H4 Enterprises, LLC. is hereby approved:

A. Change Order No. 1

Net Change in Contract Amount: Increase total amount by \$193,000.00.

Work Involved: This Change Order represents an increase in the total Contract Amount to account for Bid Item 4, Demolition of Bio Reactor-Blower-Cure Reactor.

Impact on Contract Schedule: Increase 30 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. 17-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th 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: Demolition and Disposal of Various Structures and Equipment at the Sludge Transfer Facility / SCF-08-23, Contract "A"
Original Purpose and Scope of Contract This project consists of demolition and disposal of the Composting Facility structures and equipment no longer in use since the fire of 2015. The Reactor, Amendment, Operations and Maintenances, Blower Room, Storage Building, and all Chemical and Odor control facilities will be demolished and properly disposed of in compliance to Local, State and Federal Regulations. This facility has been repurposed for sludge transfer and the composting structures are in disrepair and have become a potential safety hazard to the Authority Staff.

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: H4 Enterprises LLC
Address: P.O Box 638
 411 Court House South Dennis Road
 Cape May Court House, N.J. 08210

CHANGE ORDER INFORMATION

Change Order Number: #1
Change Order Scope: This Change Order increases the Contract amount by \$ 193,000.00 from \$ 1,498,847.00 to \$ 1,691,847.00 and increases the Contract Time by 30 calendar days from May 7, 2024 to June 6, 2024.
Change Order Description:
Item 4: Demolition of Bio Reactor -Blower-Cure Reactor: The bid documents contained all record drawings on file with the Authority for this facility. These documents' details show the footing of the Reactor Structures with a haunched style footing, which is typically backfilled with structural gravel. During the demolition it was observed and confirmed that the structural gravel backfill was not utilized, but backfilled with concrete increasing the footing thickness from 3'-6" to 6'-6". This condition was not foreseen or anticipated based on the records available. As a result, this pay item will increase by \$ 193,000.00 from \$ 500,000.00 to \$ 693,000.00.
Time Extension Request: Due to the required work as part of this change order and unforeseen conditions during excavation, a request was made for additional time to complete the project of 30 calendar days.
Original Contract Value: \$ 1,498,847.00
Value of this Change Order: \$ 193,000.00
Cumulative Change Order Value, including this Change Order: \$ 193,000.00
New Contract Value, including this Change Order: \$ 1,691,847.00
Contract Completion Date Prior to this Change Order: May 7, 2024
Time Extension, this Change Order: 30 Calendar Days
Total Change Order Contract Time Extension/Completion Date: 30 Calendar Days / June 6, 2024
Cumulative Change Order % of Original Contract: 12.88 %


 _____ / 06-01-2024
 Kevin McGahey, Purchasing Agent Date


 _____ / 1/30/24
 Joshua Palombo, Program Manager Date


 _____ / 2/1/2024
 Robert P. Donato, Chief Financial Officer Date


 _____ / 1/24/2024
 Thomas J. LaRocco, Chief Engineer Date


 _____ / 01/29/24
 Joseph V. Rizzuto, Executive Director Date

CHANGE ORDER

Cape May County MUA Contract SCF-08-23 Change Order No. 1

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

1. SCOPE OF WORK:

This Change Order increases the Contract amount by \$193,000.00 from \$1,498,847.00 to \$1,691,847.00 and increases the Contract Time by 30 calendar days from May 7, 2024 to June 6, 2024.

2. REASON FOR THIS CHANGE ORDER:

Change Order Description:

Item 4: Demolition of Bio Reactor -Blower-Cure Reactor:

The bid documents contained all record drawings on file with the Authority for this facility. These documents' details show the footing of the Reactor Structures with a haunched style footing, which is typically backfilled with structural gravel. During the demolition it was observed and confirmed that the structural gravel backfill was not utilized, but backfilled with concrete increasing the footing thickness from 3'-6" to 6'-6". This condition was not foreseen or anticipated based on the records available. As a result, this pay item will increase by \$193,000.00 from \$500,000.00 to \$693,000.00.

Time Extension Request:

Due to the required work as part of this change order and unforeseen conditions during excavation, a request was made for additional time to complete the project of 30 calendar days.

3. REFERENCES:

Refer:
Attachment A - Item 4, Attachment B - Time Extension Request

4. CONTRACT AMOUNT:

Contract Amount Prior to this Change Order:	\$ 1,498,847.00
<u>(Increase)</u> (Decrease) Lump Sum Dollars:	\$ 193,000.00
New Contract Amount Including this Change Order:	<u>\$ 1,691,847.00</u>

5. CONTRACT TIME:

Contract Completion Date Prior to this Change Order:	<u>May 7, 2024</u>
<u>(Increase)</u> (Decrease) Calendar Days:	<u>30 Days</u>
New Contract Completion Date Including this Change Order:	<u>June 6, 2024</u>

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

CONTRACTOR/ ADDRESS:

H4 Enterprises LLC
P.O. Box 636
411 Court House S. Dennis Road
Cape May Court House, NJ 08210

BY: _____

DATE: _____

OWNER/ADDRESS:

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

BY: _____

DATE: _____

RECOMMENDED:

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

BY: _____

DATE: _____

Attachment A



George Hann <hanng@cmcmua.com>

Fwd: CMC MUA - Concrete Floor Thickness

1 message

Vicki Heun Pierson <Vicki@h4enterprisesllc.com>

To: George Hann <hanng@cmcmua.com>, Tom LaRocco <larocco@cmcmua.com>, Phil Heun Jr <pgheunj@aol.com>, "heun13@hotmail.com" <heun13@hotmail.com>

Fri, Jan 19, 2024 at 10:19 AM

Good Morning George,
We have encountered an issue with the Concrete Floor -
On the plans it states the floor to be 2.7 feet.
However it is at least 5 feet.
Below are pictures illustrating this.
Please let us know how to proceed.
You may contact Boomer directly at (609) 374-2995.

Thanks,

Vicki

H4 Enterprises LLC

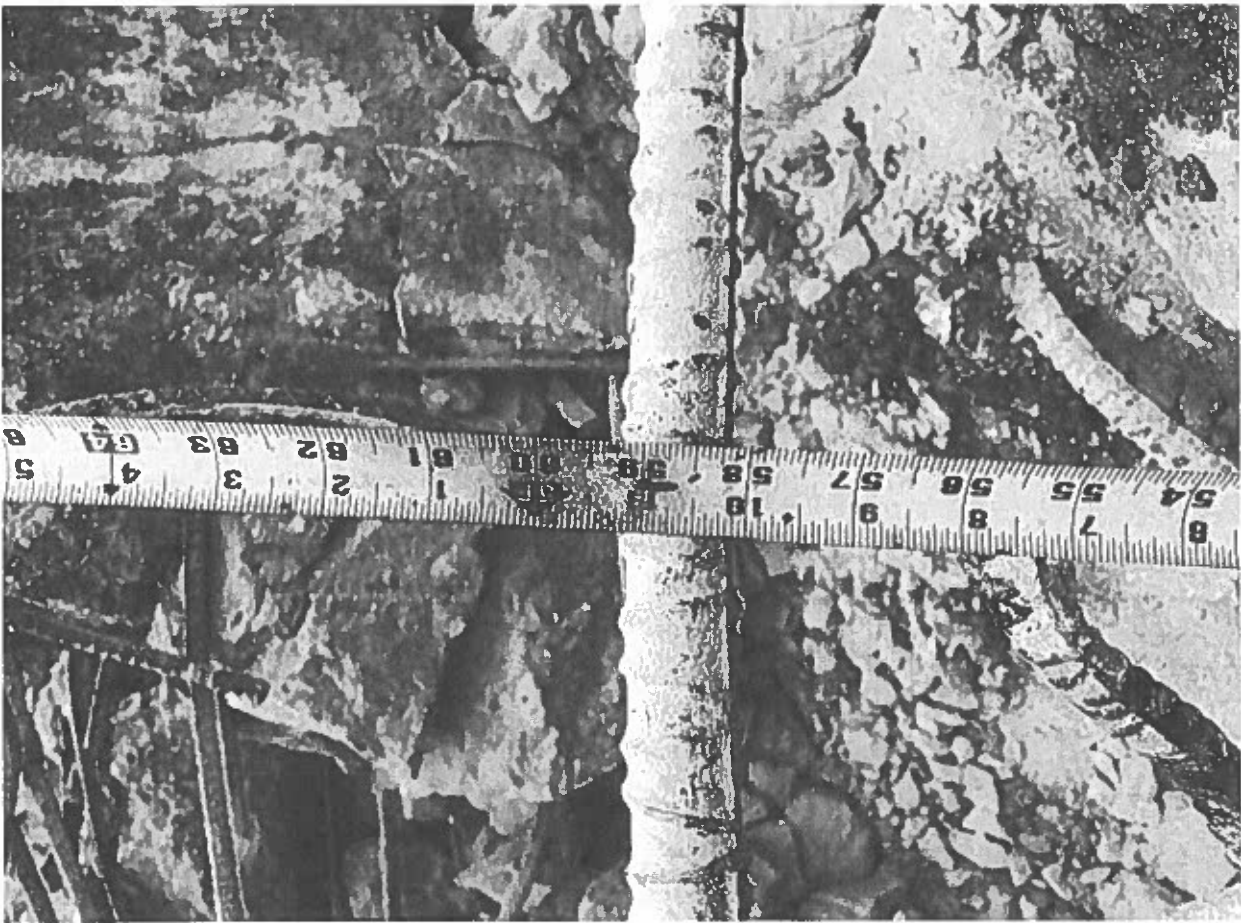
Get Outlook for iOS

From: VICTORIA HEUN PIERSON <vickifmr@aol.com>

Sent: Friday, January 19, 2024 10:07 AM

To: Vicki Heun Pierson <Vicki@h4enterprisesllc.com>

Subject: CMC MUA - Concrete Floor Thickness





Sent from my iPhone



Enterprises, Inc
DBE, WBE, SBE

P.O. Box 638
Cape May Court House
New Jersey 08210
Phone: (609) 536-2776
Fax: (609) 536-8468

January 22, 2024

Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, NJ 08210


CHANGE ORDER REQUEST

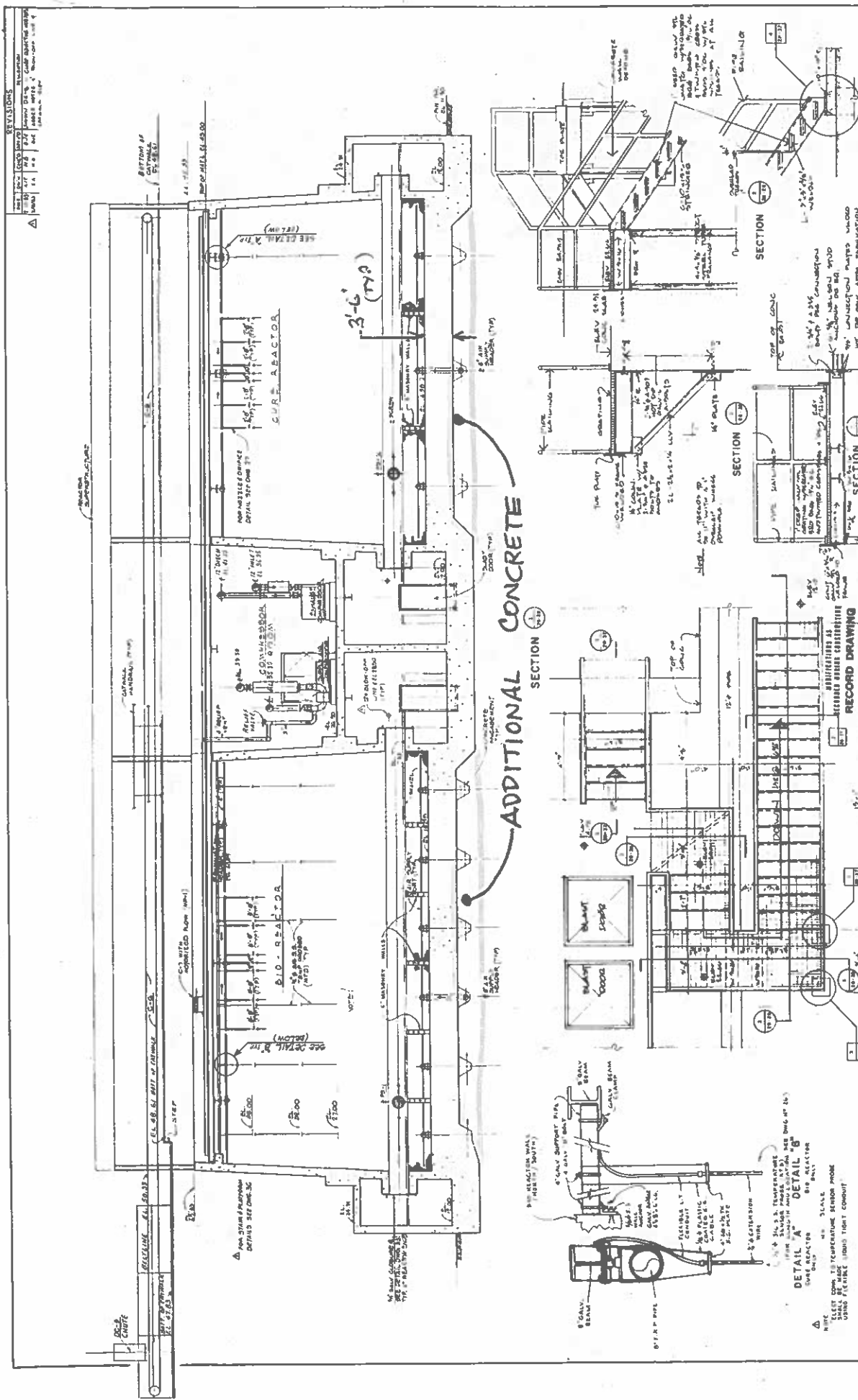
Project: Sludge Facility Demolition

RE: Additional Thickness of Concrete Floor

- | | |
|--|--------------|
| 1. Excavator with Large Hammer
2 weeks @ \$50,000.00 per week | \$100,000.00 |
| 2. Excavator with Concrete Pulverizer
2 weeks @ \$15,000.00 per week | \$ 30,000.00 |
| 3. Excavator with Shear
1 week @ \$41,000.00 per week | \$ 41,000.00 |
| 4. Excavator for Load Out
1 week @ \$10,000.00 per week | \$ 10,000.00 |
| 5. Rolloff Trucks to Haul Additional Concrete
2 Rolloff Trucks for 5 days
8 hours x 2 trucks = 16 hrs x 5 days @ \$150.00 hr | \$ 12,000.00 |

TOTAL \$193,000.00


Phillip G. Heun Jr.

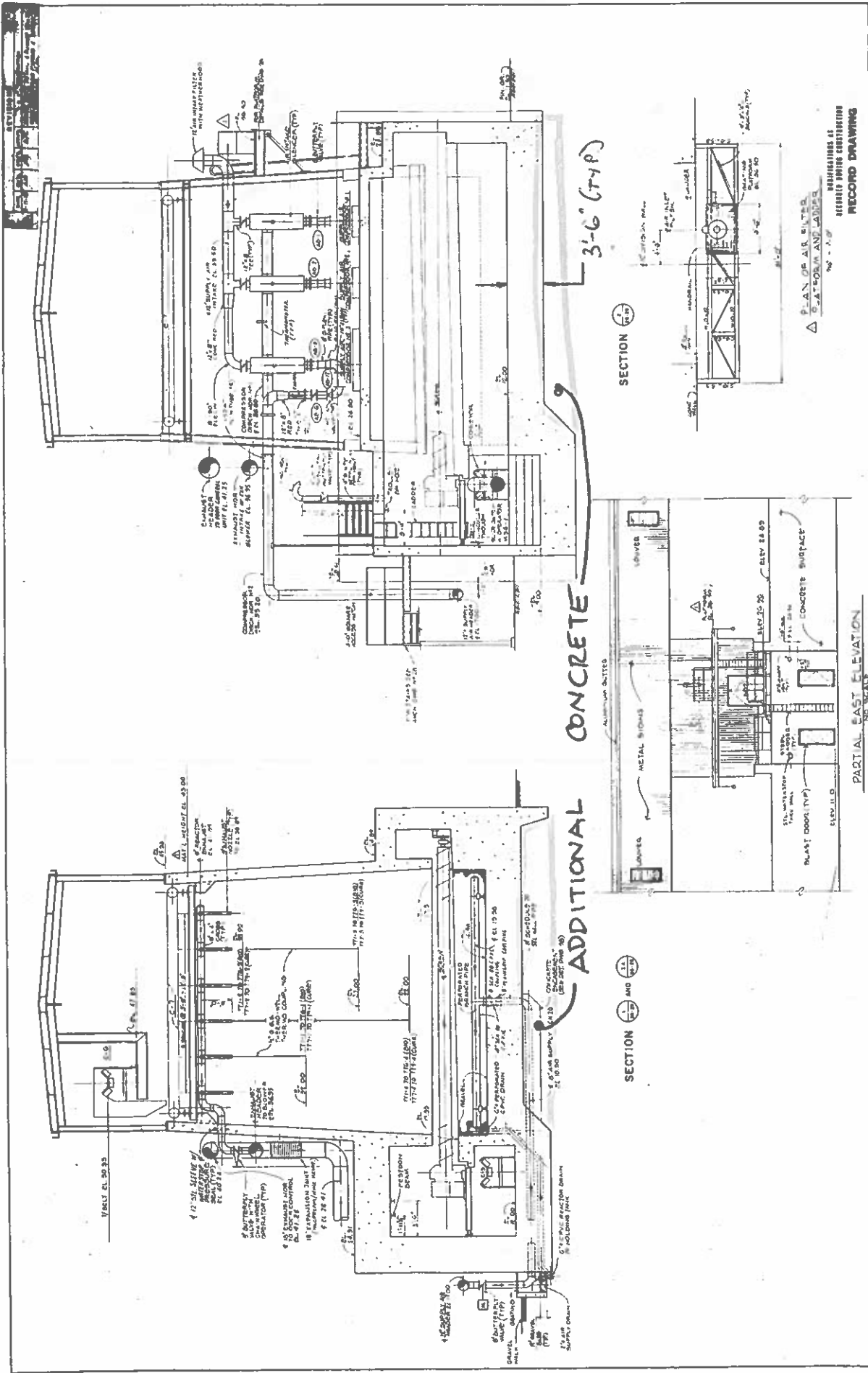



ADDITIONAL CONCRETE

REVISIONS NO. DATE BY DESCRIPTION 1 11/14/14 JLD 1.00 2 11/14/14 JLD 1.01 3 11/14/14 JLD 1.02 4 11/14/14 JLD 1.03 5 11/14/14 JLD 1.04 6 11/14/14 JLD 1.05 7 11/14/14 JLD 1.06 8 11/14/14 JLD 1.07 9 11/14/14 JLD 1.08 10 11/14/14 JLD 1.09 11 11/14/14 JLD 1.10 12 11/14/14 JLD 1.11 13 11/14/14 JLD 1.12 14 11/14/14 JLD 1.13 15 11/14/14 JLD 1.14 16 11/14/14 JLD 1.15 17 11/14/14 JLD 1.16 18 11/14/14 JLD 1.17 19 11/14/14 JLD 1.18 20 11/14/14 JLD 1.19 21 11/14/14 JLD 1.20 22 11/14/14 JLD 1.21 23 11/14/14 JLD 1.22 24 11/14/14 JLD 1.23 25 11/14/14 JLD 1.24 26 11/14/14 JLD 1.25 27 11/14/14 JLD 1.26 28 11/14/14 JLD 1.27 29 11/14/14 JLD 1.28 30 11/14/14 JLD 1.29 31 11/14/14 JLD 1.30 32 11/14/14 JLD 1.31 33 11/14/14 JLD 1.32 34 11/14/14 JLD 1.33 35 11/14/14 JLD 1.34 36 11/14/14 JLD 1.35 37 11/14/14 JLD 1.36 38 11/14/14 JLD 1.37 39 11/14/14 JLD 1.38 40 11/14/14 JLD 1.39 41 11/14/14 JLD 1.40 42 11/14/14 JLD 1.41 43 11/14/14 JLD 1.42 44 11/14/14 JLD 1.43 45 11/14/14 JLD 1.44 46 11/14/14 JLD 1.45 47 11/14/14 JLD 1.46 48 11/14/14 JLD 1.47 49 11/14/14 JLD 1.48 50 11/14/14 JLD 1.49 51 11/14/14 JLD 1.50 52 11/14/14 JLD 1.51 53 11/14/14 JLD 1.52 54 11/14/14 JLD 1.53 55 11/14/14 JLD 1.54 56 11/14/14 JLD 1.55 57 11/14/14 JLD 1.56 58 11/14/14 JLD 1.57 59 11/14/14 JLD 1.58 60 11/14/14 JLD 1.59 61 11/14/14 JLD 1.60 62 11/14/14 JLD 1.61 63 11/14/14 JLD 1.62 64 11/14/14 JLD 1.63 65 11/14/14 JLD 1.64 66 11/14/14 JLD 1.65 67 11/14/14 JLD 1.66 68 11/14/14 JLD 1.67 69 11/14/14 JLD 1.68 70 11/14/14 JLD 1.69 71 11/14/14 JLD 1.70 72 11/14/14 JLD 1.71 73 11/14/14 JLD 1.72 74 11/14/14 JLD 1.73 75 11/14/14 JLD 1.74 76 11/14/14 JLD 1.75 77 11/14/14 JLD 1.76 78 11/14/14 JLD 1.77 79 11/14/14 JLD 1.78 80 11/14/14 JLD 1.79 81 11/14/14 JLD 1.80 82 11/14/14 JLD 1.81 83 11/14/14 JLD 1.82 84 11/14/14 JLD 1.83 85 11/14/14 JLD 1.84 86 11/14/14 JLD 1.85 87 11/14/14 JLD 1.86 88 11/14/14 JLD 1.87 89 11/14/14 JLD 1.88 90 11/14/14 JLD 1.89 91 11/14/14 JLD 1.90 92 11/14/14 JLD 1.91 93 11/14/14 JLD 1.92 94 11/14/14 JLD 1.93 95 11/14/14 JLD 1.94 96 11/14/14 JLD 1.95 97 11/14/14 JLD 1.96 98 11/14/14 JLD 1.97 99 11/14/14 JLD 1.98 100 11/14/14 JLD 1.99 101 11/14/14 JLD 2.00		PROJECT NO: 14-014 SCALE: 3/8" = 1'-0" DWG. NO.: 28 SHEET NO. OF 88
ABV PROCESS SECTION		
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY COUNTY-WIDE SLUDGE COMPOSTING FACILITIES		
FRANCIS PANDULLO PROFESSIONAL ENGINEER 11/14/14		
APPROVALS PROJ. MGR. PAUL ENCH 11/14/14	CHECKED 11/14/14	
POA ENGINEERING COMPANY 1000 ROUTE 130, CAPE MAY, NJ 08204 (856) 885-1111 WWW.POA-ENGINEERING.COM		

DETAIL A
 1/4" = 1'-0" SCALE
 SELECT CONCRETE TEMPERATURE SENSOR PORE USING FURNACE LIQUID TIGHT CONDUIT

DETAIL B
 1/4" = 1'-0" SCALE
 1. 2" x 2" x 1/4" TEMPERATURE SENSOR PORE FOR CONCRETE TEMPERATURE MONITORING (SEE DWG. 28)
 2. 1/2" x 1/2" x 1/4" PLASTIC COVER
 3. 1/2" x 1/2" x 1/4" PLASTIC COVER
 4. 1/2" x 1/2" x 1/4" PLASTIC COVER
 5. 1/2" x 1/2" x 1/4" PLASTIC COVER
 6. 1/2" x 1/2" x 1/4" PLASTIC COVER
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 POA ENGINEERING COMPANY CHARLOTTE, NORTH CAROLINA	DESIGNED: [Signature] DRAWN: [Signature] CHECKED: [Signature]	APPROVALS: PROJ. MGR. [Signature] PROJ. ENGR. [Signature]	FRANCIS PANDULLO PROFESSIONAL ENGINEER N.C. LIC. NO. 1425 DATE 11/15/11	CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY CAPE MAY COUNTY COUNTY-WIDE SLUDGE COMPOSTING FACILITIES	PROJECT NO. 8174
					SCALE: 1/4" = 1'-0" DATE: 11/15/11 SHEET 28 OF 88

Attachment B



George Hann <hannge@cmcmua.com>

Re: CMC MUA - Concrete Floor Thickness

Vicki Heun Pierson <Vicki@h4enterprisesllc.com>
To: George Hann <hannge@cmcmua.com>
Cc: Joshua Palombo <palomboj@cmcmua.com>, Tom LaRocco <laroccoj@cmcmua.com>, Phil Heun Jr <pgheunjr@aol.com>, "heun13@hotmail.com" <heun13@hotmail.com>

Mon, Jan 22, 2024 at 12:52 PM

Hi George,
I apologize, after speaking with Boomer, we will need the contract extended 1 month due to machine and operators availability.
Thanks,
Vicki
H4 Enterprises LLC

From: Vicki Heun Pierson <Vicki@h4enterprisesllc.com>
Sent: Monday, January 22, 2024 12:18 PM
To: George Hann <hannge@cmcmua.com>
Cc: Joshua Palombo <palomboj@cmcmua.com>; Tom LaRocco <laroccoj@cmcmua.com>; Phil Heun Jr <pgheunjr@aol.com>; heun13@hotmail.com <heun13@hotmail.com>
Subject: Re: CMC MUA - Concrete Floor Thickness

Yes - we will need to extend the contract time by 2 weeks.

Thanks,
Vicki
H4 Enterprises LLC

From: George Hann <hannge@cmcmua.com>
Sent: Monday, January 22, 2024 12:10 PM
To: Vicki Heun Pierson <Vicki@h4enterprisesllc.com>
Cc: Joshua Palombo <palomboj@cmcmua.com>; Tom LaRocco <laroccoj@cmcmua.com>; Phil Heun Jr <pgheunjr@aol.com>; heun13@hotmail.com <heun13@hotmail.com>
Subject: Re: CMC MUA - Concrete Floor Thickness

I note that it will be approximately 2 additional weeks time , will you need to extend the contract time by 2 weeks

Vicki,

On Mon, Jan 22, 2024 at 11:47 AM Vicki Heun Pierson <Vicki@h4enterprisesllc.com> wrote:

Cape May County Municipal Utilities Authority

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.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for WWL-EQUIP-04-24 – Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received two (2) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on January 23, 2024; and,

WHEREAS, the Authority's Purchasing Agent, Chief Engineer and Wastewater Program Manager have reviewed the Bid submitted by Xylem, the apparent low bidder for said Contract, and have determined that Xylem's Bid is a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for said Contract; and,

WHEREAS, due to Xylem's acquisition of Evoqua Water Technologies in June 2023 and the structure of the acquisition, Xylem interchangeably used Evoqua Water Technologies in their Bid; and,

WHEREAS, the Authority's General Legal Counsel has reviewed the Bid submitted by Xylem and has opined, after researching the applicable law, that their Bid complies with the Bid Specifications of said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Xylem/Evoqua Water Technologies, LLC., 301 Water Street SE, Suite 200, Washington, DC 20003 is the lowest responsible Bidder having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract WWL-EQUIP-04-24 in the total not-to-exceed amount of \$4,899,600.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract WWL-EQUIP-04-24 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Xylem/Evoqua Water Technologies, LLC., at the total not-to-exceed amount of \$4,899,600.00.
3. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

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

CERTIFICATION OF FUNDS

I, Robert P. Donato, CPA, Chief Financial Officer of the Cape May County Municipal Utilities Authority, hereby certify that there is currently available in the official budget of the Authority, funds for Contract WWL-EQUIP-04-24 – Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility for a total not-to-exceed amount of \$4,899,600.00 under the line item appropriation or account number(s) 720-0000-751-01-12. These same funds shall not be certified as available for any other contract.



Robert P. Donato, CPA
Chief Financial Officer

I hereby certify the foregoing to be a true and correct copy of Resolution No. **18-24** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of **February 2024**.

Assistant Secretary

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

PROJECT INFORMATION

Project Name: Furnishing and Delivery of Twenty-four (24) Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility

Purpose and Scope of Contract: Furnish twenty-four (24) RBCs to the Wildwood WWTF to replace the existing RBC's within four (4) of the sixteen (16) existing RBC bays.

PROCUREMENT INFORMATION

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

Contract Number: WWL-EQUIP-04-24 **Term of Contract:** 388 Calendar Days **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: \$500.00/Day, Basis: Impact of delayed delivery on the treatment process

Engineer's Estimate: \$5,100,000.00

Advertisement Date: December 14, 2023 **Opening Date:** January 23, 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: Xylem/Evoqua

Address: 301 Water Street SE
 Suite 200
 Washington, DC 20003

BUDGET INFORMATION

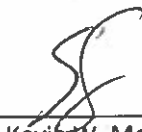
Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$4,899,600.00

Contract Spending Previous Contract Year: N/A



 Kevin W. McGahey, Purchasing Agent

02-02-2024

 Date



 Joshua Palombo, Wastewater Program Manager

1/30/24

 Date



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

1/26/2024

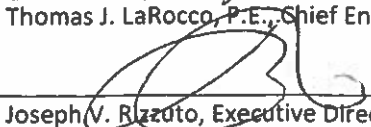
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 Robert P. Donato, Chief Financial Officer

2/2/2024

 Date



 Joseph V. Rizzuto, Executive Director

02/01/24

 Date

ENGINEER'S ESTIMATE		OPENING DATE		Walker Process Equipment Division of McNish Corp.		Xylem / Evoqua		UNIT PRICE		EXT. PRICE		UNIT PRICE		EXT. PRICE	
\$5,100,000.00		TUESDAY, JANUARY 23, 2024 @ 2:00PM													
CONTRACT NUMBER AND TITLE				Walker Process Equipment Division of McNish Corp.				Xylem / Evoqua							
WWL-EQUIP-04-24 - Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility															
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	
1	Low Density RBC (100,000 SF of Media)	12	\$ 198,257.00	2,379,084.00	220,950.00	2,651,400.00		0.00		0.00		0.00		0.00	
2	High Density RBC (150,000 SF of Media)	12	\$ 210,043.00	2,520,516.00	237,000.00	2,844,000.00		0.00		0.00		0.00		0.00	
	TOTAL AMOUNT BID (SUM OF LINES 1 - 2)			\$ 4,899,600.00		\$ 5,495,400.00		0.00		0.00		0.00		0.00	
	BIDDER'S CHECKLIST - DOCUMENT #1	REQUIRED	PROVIDED		PROVIDED				PROVIDED				PROVIDED		
	STATEMENT OF OWNERSHIP	X	yes		yes				yes				PROVIDED		
	NON-COLLUSION AFFIDAVIT	X	yes		yes				yes						
	BID PROPOSAL FORM(S)	X	yes		yes				yes						
	ADDENDA ACKNOWLEDGEMENT	X	yes		yes				yes						
	BID GUARANTEE	X	yes	approved provider	yes	approved provider			yes	approved provider					
	SURETY	X	yes	approved provider	yes	approved provider			yes	approved provider					
	EXPERIENCE REQUIREMENTS FORM	X	yes		yes				yes						
	CHECKLIST - DOCUMENT A	Pre-Award	no		yes				yes						
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes		yes				yes	*not valid at this time				* a valid BRC was found using the information provided on the wg	
	DISCLOSURE INVESTMENT ACTIVITIES IN IRAN		yes		yes				yes	clear search					
	IRS FORM W-9		yes		yes				yes						
	CHECKLIST - DOCUMENT B	Pre- Execution	no		no				no						
	MANDATORY AFFIRMATIVE ACTION		no		no				no						
	INSURANCE CERTIFICATE(S)		no		no				no						

WADE, LONG, WOOD & LONG, LLC

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

John A. Moustakas †◇

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

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

January 29, 2024

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

**RE: Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors
(RBCs) to Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-04-24**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submissions with respect to contract WWL-EQUIP-04-24, for the Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to Wildwood/Lower Wastewater Treatment Facility on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received two (2) bids for this Contract. The bids were received on Tuesday, January 23, 2024, at 2:00 p.m. as follows:

<u>Vendor</u>	<u>Total Amount Bid</u>
1. Evoqua Water Technologies	\$4,899,600.00
2. Walker Process Equipment	\$5,495,400.00
<u>Engineer's Estimate:</u>	<u>\$5,100,00.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought bids for the furnishing and delivery of twenty-four (24) rotating biological contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility to replace the existing RBCs within four (4) of the sixteen (16) bays. See Bid Specifications Section IV(1.01), Technical Specifications, Description of Work. The equipment required under the contract will be installed by the Authority using "in-house" forces. The specifications make clear that the scope of the contract is limited to the

Joseph V. Rizzuto
Executive Director
January 29, 2024
Page 2

**RE: Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-04-24**

purchase, supply, delivery, start-up and training of the equipment described herein. See Bid Specifications Section IV(1.01), Technical Specifications, Description of Work.

The apparent low bid was submitted by Evoqua Water Technologies ("Evoqua"). Upon review of the bid submitted by Evoqua it was uncovered that the bidder did not submit their New Jersey Business Registration Certificate, Disclosure of Investment Activities in Iran Form, IRS Form W-9, Affirmative Action information, and Insurance Certificates. However, the bid specifications provide that the New Jersey Business Registration Certificate and Disclosure of Investment Activities in Iran Form must be submitted prior to the award of the contract. See Bid Specifications Section II(XI) General Instructions to Bidders, Statutory and Other Requirements, Proof of New Jersey Business Registration Certificate; See Bid Specifications Section II(XI) General Instructions to Bidders, Statutory and Other Requirements, Disclosure of Investment Activities in Iran. Additionally, the IRS Form W-9, Affirmative Action Information and Insurance Certificates must be submitted prior to the execution of the contract. See Bid Specifications, Section II(XI) General Instructions to Bidders, Statutory and Other Requirements, Request for Taxpayer Identification Number and Certification; See Bid Specifications Section II(XI) General Instructions to Bidders, Statutory and Other Requirements, Mandatory Affirmative Action Certification; See Bid Specifications Section III, Specific Instructions to Bidders, Insurance Requirements.

The bid was further reviewed from a technical perspective by Mr. Thomas LaRocco, Chief Engineer on behalf of the Authority, and Mr. Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following their review, Mr. LaRocco and Mr. Palombo opined that the bid submitted by Evoqua complied with the technical specifications and thereafter recommended the award of the contract to Evoqua.

III. LEGAL ANALYSIS

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

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

Every Contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by Resolution of the governing body of the contracting unit to the lowest responsible bidder after public advertising for bids and bidding therefore. N.J.S.A. 40A:11-4. "*Lowest responsible bidder or vendor*" means the bidder

Joseph V. Rizzuto
Executive Director
January 29, 2024
Page 3

**RE: Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-04-24**

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: Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-04-24**

- 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 P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;
- f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

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

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

IV. EVOQUA WATER TECHNOLOGIES' BID

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

**RE: Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-04-24**

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Bid Proposal;
5. Acknowledgment of Receipt of Addenda;
6. Bid Bond;
7. Consent of Surety;
8. Acknowledgment of Principal;
9. Acknowledgment of Surety;
10. Power of Attorney;
11. Surety Financial Statement;
12. Surety Disclosure Statement and Certification;
13. Experience Requirements Form;
14. Proposal Specifications;
15. Acknowledgment of Receipt of Addenda;
16. Terms and Conditions.

The bid submitted by Evoqua is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the Contract for WWL-EQUIP-04-24, for the Furnishing and Delivery of Twenty-Four (24) Rotating Biological Contactors (RBCs) to Wildwood/Lower Wastewater Treatment Facility on behalf of the Authority be awarded to Evoqua. Please note that Evoqua must supply their New Jersey Business Registration Certificate and Disclosure of Investment Activities in Iran Form prior to the award of the contract. Additionally, Evoqua must provide their IRS Form W-9, Affirmative Action Information, and Insurance Certificates prior to the execution of an agreement. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract subject to staff concurrence and the availability of funds.

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

Very truly yours,
WADE, LONG, WOOD & LONG, L.L.C.
Christopher F. Long
Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 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.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SW-EQUIP-48-23 - Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Bomag Heavy Equipment ("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 January 25, 2024; and,

WHEREAS, the CMCMUA's Purchasing Agent and Solid Waste Program Manager have reviewed the Bid submitted by the sole Bidder, Komatsu America Corp., and have determined that it is a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications of the Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Komatsu America Corp., 8770 W. Bryn Mawr Avenue, Suite 100, Chicago, IL 60631 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SW-EQUIP-48-23 in the total not-to-exceed amount of \$74,050.40; 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. A Contract to Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Bomag Heavy Equipment referenced above in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Komatsu America Corp., in accordance with the Bid Proposal submitted by Komatsu America Corp. for Contract SW-EQUIP-48-23.
3. The term of this Contract is one (1) year from execution of the Contract by all parties, 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 to Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Bomag Heavy Equipment under Contract SW-EQUIP-48-23 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$74,050.40.

	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. 19-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Corporate Secretary

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CONTRACT FACT SHEET

PROJECT INFORMATION

Project Name: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Service for Bomag Heavy Equipment.

Purpose and Scope of Contract: The purpose of this contract is to secure a vendor who will provide, on an "as needed" basis, various new and unused original equipment manufacturer's replacement parts and components for the Authority's Bomag Landfill Compactors and Vibratory Roller along with providing a fixed per manhour labor rate for the duration of the contract in the event maintenance or repair work may be requested by the Authority.

PROCUREMENT INFORMATION

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

Contract Number: SW-EQUIP-48-23 **Term of Contract:** One (1) Year **Option to Renew:** No
 Yes: contains two (2), one (1) year renewal options

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

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: \$70,000.00

Advertisement Date: December 29, 2023 **Opening Date:** January 25, 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: Komatsu America Corp. **Address:** 8770 W. Bryn Mawr Avenue
Suite 100
Chicago, IL 60631

BUDGET INFORMATION



Program: Wastewater Solid Waste Administration



Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$74,050.40

Contract Spending Previous Contract Year: \$20,253.97

 / 02-01-2024  / 2/1/2024
Kevin W. McGahey, Purchasing Agent Date Robert P. Donato, Chief Financial Officer Date

 / 1/30/2024  / 01/26/24
John R. Conturo, SW Program Manager Date Joseph V. Rizzuto, Executive Director Date

ENGINEER'S ESTIMATE		OPENING DATE		Komatsu America Corp.		
\$85,000.00		Thursday January 25, 2024 @ 2:00 P.M.				
CONTRACT NUMBER AND TITLE						
SW-EQUIP-48-23 Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Bomag Heavy Equipment						
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	PERCENT DISCOUNT OFFERED ON THE NATIONALLY PUBLISHED BOMAG PARTS/PRICE LIST SUBMITTED WITH THIS PROPOSAL	50,000	95%	47,500.00		
2	HOURLY RATE FOR ON SITE MAINTENANCE AND REPAIR SERVICE AS SPECIFIED	80	331.88	26,550.40		
	TOTAL AMOUNT BID			74,050.40		
	BIDDER'S CHECKLIST	Required	Provided		Provided	
	STATEMENT OF OWNERSHIP DISCLOSURE	x	yes			
	NON-COLLUSION AFFIDAVIT	x	yes			
	PROPOSAL FORM(S)	x	yes			
	ADDENDA ACKNOWLEDGEMENT	x	yes			
	BOMAG PARTS/PRICE LIST	x	yes	thumb drive		
	CHECKLIST - DOCUMENT A		yes			
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes			
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		yes	clear search		
	IRS FORM W-9		yes			
	CHECKLIST - DOCUMENT B		yes			
	MANDATORY AFFIRMATIVE ACTION		yes	AA203		
	INSURANCE CERTIFICATE(S)		yes	proof		

Cape May County Municipal Utilities Authority

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

WHEREAS, P.L. 2007, c.311, et seq. provides for the awarding of Recycling Tax Fund Entitlements as Direct Recycling Grants to Counties by the New Jersey Department of Environmental Protection to designated solid waste management districts to assist them in the preparation, revision and implementation of comprehensive solid waste management and recycling plans; and,

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") authorized the filing of a Recycling Enhancement Act 2022 Spending Plan to the New Jersey Department of Environmental Protection pursuant to P.L. 2007, c.311, et seq. through Resolution No. 77-23; and,

WHEREAS, through Resolution No. 8-24, the CMCMUA authorized a revision to the Recycling Enhancement Act 2022 Spending Plan; and,

WHEREAS, Authority staff have been notified by New Jersey Department of Environmental Protection staff that CMCMUA's Recycling Enhancement Act 2022 Spending Plan needs revision; and,

WHEREAS, the CMCMUA desires to submit a revised Recycling Enhancement Act 2022 Spending Plan to the New Jersey Department of Environmental Protection for such financial assistance to fulfill its responsibilities under the Solid Waste Management Act.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority:

1. That the CMCMUA was designated by the County Board of Commissioners as the implementing agency for solid waste and recycling activities such as the Recycling Enhancement Act Tax Fund – County Entitlement Program on December 8, 1987.
2. That the CMCMUA does hereby hold the State of New Jersey, and its departments and agencies, harmless from any damages, losses and claims which may arise directly or indirectly from the execution of the Entitlement Program.
3. That the CMCMUA hereby accepts the terms and conditions set forth in the Recycling Enhancement Act and the guidelines promulgated under it.
4. That a revised Recycling Enhancement Act 2022 Spending Plan be submitted to the New Jersey Department of Environmental Protection detailing the State of New Jersey's budget share of \$162,000.00 and the CMCMUA's budget share (Grantee Match) of \$117,456.39, for a Project Total of \$279,456.39.
5. That the Solid Waste Program Manager or the Executive Director of the CMCMUA is hereby authorized and directed to execute the Agreement and any and all amendments to the Agreement as may be deemed to be appropriate by the Solid Waste Program Manager or the Executive Director of the CMCMUA, to file any and all revisions to the Recycling Enhancement Act 2022 Spending Plan with the New Jersey Department of Environmental Protection as may be deemed to be appropriate by the Solid Waste Program Manager or the Executive Director of the CMCMUA, to provide additional information and furnish such documents as may be required by the New Jersey Department of Environmental Protection, and to act as the authorized correspondent of the CMCMUA.

	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. 20-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Secretary

Cape May County Municipal Utilities Authority

RESOLUTION NO. 21-24

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN PROFESSIONAL SERVICES CONTRACT FOR SPECIAL LEGAL COUNSEL – DEVELOPMENT OF LANDFILL GAS BENEFICIAL USE PROJECT TO HAWKINS DELAFIELD & WOOD LLP

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has a need to retain Special Legal Counsel - Development of Landfill Gas Beneficial Use Project to perform all services of a legal nature with regard to the development of landfill gas beneficial use project proposal evaluation phase, contract negotiation phase, and post contract execution phase, on an as-needed basis, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et. seq.; and,

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

WHEREAS, the anticipated term of this contract is one (1) year; and,

WHEREAS, Hawkins Delafield & Wood LLP has submitted a Proposal dated January 24, 2024 for Special Legal Counsel - Development of Landfill Gas Beneficial Use Project with a schedule of rates contained therein; and,

WHEREAS, Hawkins Delafield & Wood LLP has completed and submitted a "Political Contribution Disclosure Form" and a "Business Entity Disclosure Certification" which certifies that Hawkins Delafield & Wood LLP has not made any reportable contributions to a political or candidate committee in the previous year, and that the contract will prohibit Hawkins Delafield & Wood LLP from making any reportable contributions through the term of the contract; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority that it hereby awards a contract to Hawkins Delafield & Wood LLP as Special Legal Counsel - Development of Landfill Gas Beneficial Use Project in accordance with a Proposal dated January 24, 2024, the provisions therein to be incorporated into a contract to be executed and filed with the CMCMUA's Office Manager.

BE IT FURTHER 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 CMCMUA's Executive Director or Deputy Director is hereby authorized to execute an Agreement with Hawkins Delafield & Wood LLP as Special Legal Counsel - Development of Landfill Gas Beneficial Use Project in accordance with the schedule of rates on file with the CMCMUA's Office Manager in an amount not-to-exceed \$85,000.00.
3. The term of this Agreement shall be for a period of one (1) year after execution of said Agreement by all parties.
4. The Political Contribution Disclosure Form, Business Disclosure Entity Certification, the Determination of Value, and this Resolution shall be placed on file with CMCMUA's Office Manager.

5. A copy of this Resolution, or a notice thereof, shall be published in an official Authority newspaper.
6. The Contract executed by authority of this Resolution will be made available for public inspection.

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

CERTIFICATION OF FUNDS

I, Robert P. Donato, CPA, Chief Financial Officer of the Cape May County Municipal Utilities Authority, hereby certify that there is currently available in the official budget of the Authority, funds for Special Legal Counsel - Development of Landfill Gas Beneficial Use Project with Hawkins Delafield & Wood LLP for a total not-to-exceed amount of \$85,000.00 under the line item appropriation or account number(s) 400-0000-752-67-01. These same funds shall not be certified as available for any other contract.



 Robert P. Donato, CPA
 Chief Financial Officer

I hereby certify the foregoing to be a true and correct copy of Resolution No. **21-24** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **7th** day of **February 2024**.

 Assistant Secretary

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
SPECIAL LEGAL COUNSEL – DEVELOPMENT OF LANDFILL GAS BENEFICIAL USE
PROJECT**

This AGREEMENT, dated of the _____ day of _____, 2024, by and between the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, New Jersey 08210, hereinafter called “AUTHORITY”, “CMCMUA”, or “OWNER” and Hawkins Delafield & Wood LLP, One Gateway Center, 24th Floor, Newark, NJ 07102, hereinafter called “CONSULTANT”, hereinafter set forth provides as follows:

WHEREAS, through Resolution No. 21-24, adopted February 7, 2024, the CMCMUA awarded a contract to Hawkins Delafield & Wood LLP as Special Legal Counsel - Development of Landfill Gas Beneficial Use Project in accordance with a Proposal submitted by Hawkins Delafield & Wood LLP on <insert date>.

Section 1. SCOPE OF WORK

Hawkins Delafield & Wood LLP is authorized to perform Special Legal Counsel - Development of Landfill Gas Beneficial Use Project services with regard to the development of landfill gas beneficial use project proposal evaluation phase, contract negotiation phase, and post contract execution phase, on an as-needed basis, for the Authority, its officers and employees, as required and as detailed in the Proposal dated January 24, 2024.

Section 2. COMPENSATION AND METHOD OF PAYMENT

Compensation to Hawkins Delafield & Wood LLP for Special Legal Counsel - Development of Landfill Gas Beneficial Use Project provided to the CMCMUA under this Agreement will be based on the hourly rate identified in the Proposal submitted by this firm, dated January 24, 2024, in a not-to-exceed Contract Amount of \$85,000.00.

Section 3. DURATION

The duration of this Agreement shall be a one (1) year period upon execution.

Section 4. OWNER'S RESPONSIBILITY

- A. To fully cooperate and provide such information as may be reasonably necessary for the CONSULTANT to perform the services provided for under this Agreement.
- B. To examine all necessary studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented with reference hereto by the

CONSULTANT and, when necessary, to render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.

- C. To give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the project/ work.
- D. To submit, itself, or render such aid or assistance to CONSULTANT as may be necessary in submitting necessary forms, drawings, written material and other documentation required by all governmental authorities in order to obtain required approvals as may be necessary to perform for its completion of the project/work.

Section 5. CONSULTANT'S RESPONSIBILITY

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports and other services to be furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any negligent errors, omissions or other deficiencies in their reports and/or other services.
- B. The CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable regulatory requirements in effect on the date of execution of this Agreement.
- C. The CONSULTANT shall render such professional services to the level of competency for professional and technical soundness and accuracy presently maintained by other practicing professional consultants engaged in the same type of work.
- D. Approval by the OWNER, of reports and incidental work or materials furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of his work. Neither the OWNER's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. CONSULTANT shall be and remain liable in accordance with applicable law for all damages to the OWNER caused by the CONSULTANT's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER, OWNER furnished data, or any

third party. The CONSULTANT shall not be responsible for any time delays in the project caused by circumstances beyond the CONSULTANT's control.

Section 6. GENERAL CONDITIONS

- A. Place or Performance. Regardless of where the services of the CONSULTANT under this Agreement are actually performed, they shall be deemed to be performed in Cape May County, New Jersey, or at such other locations as may be designated hereafter by the CMCMUA.
- B. Public Documents. All documents prepared pursuant to this Agreement are considered public documents and no restrictions shall be placed on any such documents, or the use thereof.
- C. Insurance. The CONSULTANT will secure and maintain professional liability insurance as well as insurance coverage protecting against claims against Workmen's Compensation laws, claims for damages because of bodily injury, including personal injury, sickness, or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom in the amounts listed below. Certificates evidencing such insurance coverage shall be filed and kept on file with the Authority:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence Basis)	
General Aggregate	\$1,000,000
Products-Comp/OP Agg.	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$1,000,000
Umbrella/Excess Overage Liability	\$2,000,000
Automobile Liability (Combined Single Limit)	
Any Auto	\$1,000,000
Hired Autos	\$1,000,000
Non-Owned Autos	\$1,000,000
Professional Liability	
Professional Liability	\$1,000,000

Workman's Compensation and Employer's Liability Insurance

Coverage

Limits

Workman's Compensation	Statutory Limits
Employer's Liability – Each Accident	Statutory Limits
Employer's Liability Disease – Policy Limit	Statutory Limits
Employer's Liability Disease – Each Employee	Statutory Limits

The CONSULTANT shall, to the full extent permitted by applicable law, indemnify, hold harmless, and upon request, defend the CMCMUA, the CMCMUA's respective officers, employees, agents and representatives from and against any and all claims, losses, costs, damages and liability on account of injury to or death of any person or loss of or damage to any property arising from any negligent acts or omissions of the CONSULTANT or its officers, employees, agents, subcontractors or representatives during the course of this project.

Section 7. GENERAL LEGAL PROVISIONS

It is further mutually agreed by the parties hereto:

- A. That all work products of the CONSULTANT under this Agreement are instruments of service and shall become the property of the OWNER.
- B. That neither the OWNER nor CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents or other events beyond the control of the other or the other's employees and agents.
- C. That all claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, may be decided by arbitration, if both parties mutually agree to use this mechanism to resolve disputes. Either OWNER or CONSULTANT may initiate a request for such arbitration. No arbitration arising out of or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.

If the OWNER and CONSULTANT cannot agree on the use of arbitration to resolve any outstanding claims, counterclaims, disputes and other matters in questions arising out of or relating to this Agreement, then resolution of said dispute shall be decided by a court of competent jurisdiction in the State of New Jersey.

- D. That in the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees including but not limited to counsel fees, expert witness fees and other costs and expenses to the extent required by the court hearing the dispute.
- E. That in the event any provisions of this Agreement shall be held to be impossible, invalid, and unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- F. That this Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party, and delivers such written assumption to the other original party to this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

- G. This Agreement may be terminated in whole or in part, in writing, by either party subject to the terms, definitions, conditions and remedies as set forth herein.

1. Definitions.

- a. Termination: To immediately discontinue rendering services hereunder.
- b. Fault: Substantial failure of either party to fulfill its obligations under the Agreement as determined by a court of competent jurisdiction, if requested by terminated party.
- c. Convenience: At will of terminating party without fault of terminated party, and without justification.

2. Right to Terminate.

- a. Fault of CONSULTANT: OWNER may terminate Agreement upon substantial failure of CONSULTANT to perform its obligations under the Agreement.

- b. Fault of OWNER: CONSULTANT may terminate Agreement upon substantial failure of OWNER to perform its obligations under the Agreement.
 - c. Convenience of OWNER: OWNER may terminate Agreement at its convenience. CONSULTANT may not terminate the Agreement for its convenience.
3. Remedies Upon Termination: In the event of termination hereunder, the following rights and remedies shall apply:
- a. Fault of CONSULTANT: If termination is caused by the fault of the CONSULTANT, then:
 - 1.) OWNER shall pay CONSULTANT for all services and expenses rendered to date of termination in accordance with compensation terms in the Agreement, including a pro rata share of any fixed fee profits to that date.
 - 2.) OWNER shall not pay anticipated profits or other penalties or damages.
 - 3.) CONSULTANT shall pay OWNER additional costs above established fees incurred by OWNER to complete Consultant's scope of work.
 - b. Fault of OWNER: If termination is caused by the fault of the OWNER, then:
 - 1.) OWNER shall pay CONSULTANT for services and expenses rendered by CONSULTANT to date of termination, and a pro rata share of fixed fee profits to that date.
 - 2.) OWNER shall pay CONSULTANT for terminating costs reasonably incurred relating to commitments which became firm by the CONSULTANT prior to the termination.
 - c. Convenience of OWNER: In the event of termination for convenience by OWNER, then:

- 1.) OWNER shall pay CONSULTANT for services and expenses to date of termination, including a pro rata share of any fixed fee(s) to that date.
 - 2.) OWNER shall not pay for anticipated profits or other penalties or damages.
 - 3.) OWNER shall pay CONSULTANT for terminating costs reasonably incurred relating to commitments which became firm by the CONSULTANT prior to the termination.
 - 4.) OWNER shall also pay CONSULTANT those costs associated with the preservation and transition of records and/or documents relating to the project/work.
4. Termination of CONSULTANT for Default Reversed: If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined by a court of competent jurisdiction or the OWNER that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the subagreement price payments to the CONSULTANT shall be made as provided in paragraph 3.c. of this clause.
5. Notice Requirements: No termination for fault or convenience shall take place hereunder by either party, unless:
- a. A notice of intent to terminate is sent to the other party in writing, at least ten (10) calendar days prior to the effective date of termination by certified mail, return receipt requested; and
 - b. An opportunity for consultation is afforded between the parties prior to the date of termination.
6. Obligations Upon Termination:
- a. Upon receipt of a termination action for fault or convenience as set forth above, the CONSULTANT shall:
 - 1.) Promptly discontinue all affected work (unless notice directs otherwise);
and

- 2.) Deliver or otherwise make available to the OWNER all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement whether completed or in process.
- b. The OWNER may take over the work and/or may award another party an Agreement to complete the work hereunder.
7. Applicable Law: This Agreement shall be governed by the laws of the State of New Jersey.

Section 8. POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to Hawkins Delafield & Wood LLP based on the merits and abilities of Hawkins Delafield & Wood LLP to provide Special Legal Counsel - Development of Landfill Gas Beneficial Use Project services. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that Hawkins Delafield & Wood LLP, its subsidiaries, assigns or principals controlling in excess of 10% of the company, has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Cape May if a member of that political party is serving in an elective public office the County of Cape May when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the County of Cape May when the contract is awarded.

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

BY:

ATTEST:

Joseph V. Rizzuto
Executive Director

HAWKINS DELAFIELD & WOOD LLP

BY:

ATTEST:

Eric J. Sapir
Partner

Cape May County Municipal Utilities Authority

RESOLUTION NO. 22-24

RESOLUTION AUTHORIZING THE EXECUTION OF A HOST COMMUNITY BENEFIT AGREEMENT WITH THE TOWNSHIP OF UPPER

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 Township of Upper 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 Township of Upper by the Authority as a result of specified solid waste activities related to the Authority's Sanitary Landfill; and,

WHEREAS, the Authority and the Township of Upper have negotiated the provisions of an Agreement setting forth the terms and compensation to be provided to the Township of Upper 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 Township of Upper 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 WHEREA 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 Township of Upper 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. 22-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th 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

TOWNSHIP OF UPPER, a municipal corporation of the State of New Jersey, with principal offices at 2100 Tuckahoe Road, P.O. Box 205, Tuckahoe, New Jersey 08250, hereinafter referred to as "Upper Township".

WHEREAS, the CMCMUA operates a solid waste complex located on the border of the Borough of Woodbine and Upper Township, 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, Upper Township 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, Upper Township and the CMCMUA have previously entered into various Host Community Benefit Agreements ("Agreement") dated January 21, 1993, May 16, 1997, November 14, 2005, December 20, 2011, and January 2, 2018 regarding an annual host community benefit to be paid by the CMCMUA to Upper Township, 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, Upper Township 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 Upper Township; and

WHEREAS, Upper Township 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 Upper Township for Solid Waste Generated within Cape May County

The CMCMUA shall pay to Upper Township 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) Upper Township 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 Upper Township 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 Upper Township 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 Upper Township 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 Upper Township 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 Upper Township 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 Upper Township 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 Upper Township.

XI. Review by Local Government Agencies

Upper Township 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 Upper Township, 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: Joanne R. Herron
Joanne R. Herron, RMC
Municipal Clerk

TOWNSHIP OF UPPER

By: Jay Newman
Jay Newman, 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. 23-24

RESOLUTION AUTHORIZING THE APPROVAL OF THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY INDEMNIFICATION POLICY

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") wishes to establish an Indemnification Policy ("Policy"); and,

WHEREAS, the intent and purpose of the Policy is to provide for the defense of actions against and the indemnification of CMCMUA Officials, Employees or Appointees for civil actions as permitted by law, including N.J.S.A. 59:10-1 et seq.; and,

WHEREAS, the CMCMUA's Executive Director and General Legal Counsel recommend the Policy for approval; and,

WHEREAS, the CMCMUA desires to approve the "Cape May County Municipal Utilities Authority Indemnification Policy".

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 policy entitled, " Cape May County Municipal Utilities Authority Indemnification Policy " dated February 7, 2024 and on file with Authority's Office Manager, is hereby approved and adopted.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 23-24 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of February 2024.

Assistant Secretary

Cape May County Municipal Utilities Authority Indemnification Policy

ARTICLE I. PURPOSE.

Pursuant to N.J.S.A. 59:10-1 et seq., and more specifically N.J.S.A. 59:10-4, indemnification is provided for defense costs and payment of a judgment rendered against a Cape May County Municipal Utilities Authority (“CMCMUA” and/or “Authority”) Official, Employee or Appointee for civil actions or failures to act while in the scope of their employment. The Commissioners of the CMCMUA deem it in the best interest of the Authority to indemnify CMCMUA Officials, Employees or Appointees consistent with the New Jersey Tort Claims Act.

ARTICLE II. DEFINITIONS.

For the purpose of this chapter, unless the context clearly indicates a different meaning, the following words and phrases shall have the meanings set forth:

INSURANCE

Coverage afforded by insurance policies of any and every kind, whether the premium be paid by the Authority, the municipal official or someone on their behalf, including, without limitation, coverage provided by and through the Joint Insurance Fund (JIF) and/or the Municipal Excess Liability (MEL) Policies.

OFFICIAL, EMPLOYEE OR APPOINTEE

Any person, presently or in the future, appointed to the CMCMUA, whether full- or part-time, whether or not compensated for the appointed position. It shall not include Officials, Employees or Appointees who are appointed to any other vendor, local unit or county agency, unless otherwise contracted therefore. It shall also mean any person employed or retained by the CMCMUA for any office or position, whether or not said person serves in a paid or unpaid capacity; provided, however, that these terms do not include independent contractors employed by the Authority.

ARTICLE III. EXCLUSIONS.

The terms of this Policy and the definition of Official, Employee and Appointee are to be construed liberally in order to effectuate the purposes of this Policy except that these terms shall not mean:

- a) any person who is not a natural person;
- b) any person while providing goods or services of any kind under any contract with the CMCMUA except an employment contract;
- c) any person while providing legal or engineering services for compensation unless said person is a full-time employee of the CMCMUA; and
- d) any person who as a condition of their appointment or contract is required to indemnify and defend the CMCMUA and/or secure insurance.

ARTICLE IV. PROVISION OF INDEMNIFICATION.

Except as hereinafter provided, the CMCMUA shall, upon the request of any present or former Official, Employee or Appointee of the CMCMUA, provide for indemnification and legal defense of any civil action brought against said person or persons arising from an act or omission falling within the scope of their public duties.

ARTICLE V. INDEMNIFICATION FOR CIVIL CLAIMS.

Whenever an Official, Employee or Appointee of the Authority is a named defendant in any civil action or civil legal proceeding arising out of or incidental to the performance of their duties as an Official, Employee or Appointee of the Authority, the Authority shall provide the Official, Employee or Appointee the necessary and reasonable defense and shall hold such Official, Employee or Appointee harmless and indemnify them from the payment of any settlement or judgment resulting from the proceedings, except as otherwise set forth in this Policy. The Authority shall indemnify Officials, Employees or Appointees from all civil claims, including defense costs, if and only if the person establishes that the act or omission upon which the claim or judgment was based occurred within the scope of their employment as an Official, Employee or Appointee of the Authority and the person establishes that they did not act or failed to act because of actual fraud, actual malice or willful conduct. The following sets forth situations in which the Authority shall not have a duty to defend or indemnify:

- A. Where the action has been brought by the Authority, itself against said Official, Employee or Appointee.
- B. Where the Official, Employee or Appointee has been specifically found by a court or other competent tribunal in the proceedings to have acted with actual fraud, actual malice or willful misconduct or to have acted or failed to act within the scope of employment.
- C. Where the Official, Employee or Appointee is found to have violated any of the Local Government Ethics Law or any code of ethics existing by and pursuant to the Laws of the State of New Jersey.
- D. The act or omission did not occur within the scope of a duty authorized or imposed by law.
- E. The defense of the action or proceeding by the CMCMUA would create a conflict of interest between the CMCMUA and the person or persons involved.

ARTICLE VI. CRIMINAL ACTIONS.

Wherever an Official, Employee or Appointee of the Authority is a defendant in any criminal action or legal proceeding arising out of or incidental to the performance of their duties and in the event that said action or legal proceeding is dismissed or finally determined in favor of the Official, Employee or Appointee, they shall be entitled to be reimbursed for the reasonable defense costs. This shall only include any criminal action instituted against an Official, Employee or Appointee based upon an act or omission of that Official, Employee or Appointee arising out of and directly related to the lawful exercise of their official duty or under color of their authority and that action is dismissed or results in a final disposition in favor of that Official, Employee or Appointee.

ARTICLE VII. LIMITATIONS.

The provisions of a defense and indemnification, as set forth in the above sections of this Policy, shall justifiably be refused by the Authority if it is the determination of the governing body that:

- A. The act or omission alleged was not within the scope of the person's employment or official duties;
- B. The act or failure to act alleged was because of actual fraud, willful misconduct or actual malice or intentional wrongdoing;
- C. There exists policies of insurance, either obtained by the Authority or by any other, by virtue of which the Official, Employee or Appointee is entitled to a defense of the action in question from any insurer, including coverage pursuant to the JIF or MEL;
- D. The Official, Employee or Appointee has failed to cooperate fully with the defense provided by the Authority;
- E. The Official, Employee or Appointee fails to notify the Authority in a prompt manner and as soon as possible as to any action threatened against them; or
- F. The suit or claims assert a right for punitive damages, penalties, or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein.

ARTICLE VIII. PROCEDURE FOR CLAIMS; METHOD OF PROVIDING DEFENSE.

- A. The Authority may provide any defense required of it pursuant to this Policy through an attorney from its own staff or by employing other counsel selected by the Authority. It shall be the Authority's sole option to select counsel and wherever permissible by law and/or canons of professional ethics controlling attorney's practice of law, the Authority may assume exclusive control of the representation of said Official, Employee or Appointee.
- B. An Authority Official, Employee or Appointee shall not be entitled to indemnification or reimbursement pursuant to this Policy unless within fifteen (15) calendar days of the time they are served with a summons, complaint, process notice, demand or other pleading they delivered the original or a copy thereof to the Authority's Office Manager with a request to defend and indemnify. The Authority Official, Employee or Appointee shall be obligated to cooperate to the fullest extent possible with the CMCMUA in the conduct of the defense. Wherever competent and disinterested legal counsel is available to the Authority through any insurance coverage, the Authority Official, Employee or Appointee shall be obligated to be represented by such counsel. If the CMCMUA wishes to use the General Counsel to defend the claim, the Authority Official, Employee or Appointee shall be obligated to be represented by that attorney unless there is a conflict of interest. The refusal of the Authority Official, Employee or Appointee to cooperate with the CMCMUA shall terminate the CMCMUA's obligation to provide a defense and/or indemnity or to otherwise reimburse any Official, Employee or Appointee.

ARTICLE IX. APPROVAL OF SETTLEMENTS.

If the legal proceeding is terminated by an agreement among the parties, then the Authority shall not be obligated to reimburse the Official, Employee or Appointee unless the Authority, by and through the governing body and/or by court order, approves the settlement agreement.

ARTICLE X. COUNSEL FEES AND COSTS OF LITIGATION.

Counsel fees to be paid to outside counsel, other than the Authority's General Counsel, for services rendered in connection with a claim subject to this chapter, shall be reasonable and shall be established by the CMCMUA through resolution prior to the retention of such counsel. The Authority may reimburse the Authority Official, Employee or Appointee for a portion of any expense incurred prior to the final decision in the legal proceeding at the Authority's sole discretion. The Authority shall be entitled to wait for a final determination before making a determination to reimburse defense costs and/or honor indemnity.

ARTICLE XI. COUNTERCLAIMS OR AFFIRMATIVE CAUSES OF ACTION.

If the Authority Official, Employee or Appointee files a counteraction, counterclaim or asserts any affirmative claims in the legal proceeding, the CMCMUA shall not be obligated to reimburse them for any attorney's fees or costs attributed to said counteraction, counterclaim or affirmative cause of action.

ARTICLE XII. COMMISSION OF CRIMES.

Nothing herein shall authorize or require the Authority to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

ARTICLE XIII. WHEN EFFECTIVE; EFFECT ON PRIOR ACTIONS.

This Policy shall take effect upon final authorization, and it shall apply to any and all claims and suits filed or brought after the effective date of this Policy whether or not said claim or suit relates to conduct or omissions occurring before the effective date of this Policy.

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

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

Paid Date Range: 01/18/24 to 02/07/24
 Include Non-Budgeted: Y
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2300114	01/11/23	WASTE045 WASTE MANAGEMENT OF NJ, INC.	TRASH DISPOSAL SERVICES	Open	73.36	0.00	
M2300130	01/12/23	ENGIN015 SCS ENGINEERS,PC Contract No: C2200053	TITLE V PERMIT ENVIR. JUSTICE	Open	217.50	0.00	C
M2300172	01/19/23	HAWKI005 HAWKINS DELAFIELD & WOOD LLP Contract No: C2300005	RNG FEASABILITY	Open	841.50	0.00	C
M2300288	01/28/23	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-33-21 SHARED CONVEYANCE	Open	25,864.64	0.00	
M2300409	02/03/23	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-06-22 PROF SER ENG: OC WTF	Open	708.50	0.00	
M2300455	02/07/23	EUROF005 EUROFINS ENV TESTING PHILA LLC Contract No: C2300006	2023 NJDES SAMPLING & TESTING	Open	8,813.00	0.00	C
M2300457	02/07/23	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE FOR LANDFILL	Open	424.28	0.00	
M2300458	02/07/23	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE FOR TS	Open	128.48	0.00	
M2300460	02/07/23	SPRIN010 CRYSTAL SPRINGS	DRINKING WATER	Open	75.77	0.00	
M2300547	02/15/23	SPRIN010 CRYSTAL SPRINGS	BOTTLE WATER SUPPLY ADMIN 2023	Open	47.99	0.00	
M2300603	02/22/23	SPRIN010 CRYSTAL SPRINGS	DISTILLED WATER FOR LAB	Open	77.00	0.00	
M2300690	03/03/23	ALLIE045 ALLIED CONSTRUCTION GROUP, INC	32ND ST PIPING & PUMP UPGRADES	Open	32,110.20	0.00	
M2300694	03/03/23	CASAR005 CASA REPORTING SERVICES, LLC	AFFORDABLE CARE ACT (ACA)	Open	256.00	0.00	
M2301372	05/23/23	CTR00005 JERSEY CAPE DIAG. TRAIN. CTR. Contract No: C2300025	LITTER CONTROL SERVICES	Open	4,898.25	0.00	C
M2301392	05/24/23	PHARM005 PHARMA-CARE INC.	Medication Safety Evaluation	Open	36.00	0.00	
M2301427	05/30/23	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	SM SUMP FLOAT MATERIAL -	Open	13,080.00	0.00	
M2301949	07/24/23	BUCHA005 BUCHART HORN, INC. Contract No: C2300011	RFP-52-22 TASK #2	Open	3,830.50	0.00	C
M2302036	08/01/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	REPAIR SLUDGE PROCESSING BOILE	Open	1,863.78	0.00	C
M2302440	09/14/23	CORNE015 CORNERSTONE ENVIRON. GROUP LLC	CELL 1B PERMIT MODIFICATION	Open	93,235.51	0.00	
M2302550	09/22/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	MIP Mini Split Install	Open	4,536.76	0.00	C
M2302581	09/27/23	SCALF005 SCALFO ELECTRIC	CM,WW,OC SCADA Installation	Open	414,552.25	0.00	
M2302622	10/03/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	MAINTENANCE BLDG HEATERS PM	Open	4,732.00	0.00	C
M2302624	10/03/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	IPF BLDG OIL HEATER PM	Open	2,894.95	0.00	C
M2302659	10/06/23	SETRI005 SET RITE CORPORATION	NEW DOORS SMM WTF	Open	36,610.00	0.00	
M2302688	10/11/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	BOILER START UP 2023	Open	2,350.00	0.00	C
M2302732	10/16/23	GRAYB005 GRAYBAR ELECTRIC CO.	SCHNEIDER PARTS/FANS	Open	255.81	0.00	
M2302817	10/25/23	COURI005 COURIER POST	WANT AD - Wastewater	Open	1,136.00	0.00	
M2302906	11/07/23	ADVAN050 ADVANCED EQUIPMENT SALES Contract No: C2300060	IPF EQUIPMENT PM SERVICES	Open	69,875.84	0.00	C
M2302914	11/07/23	UNITE100 UNITED RENTALS	PLANT LOAD BANK RENTAL	Open	6,466.12	0.00	
M2302917	11/08/23	FOLEY005 FOLEY, INC. Contract No: C2300049	TROUBLESHOOT G-07 OVERHEATING	Open	2,158.00	0.00	C
M2302996	11/15/23	WBMA005 W.B. MASON CO. INC.	2023 CALENDARS SCALEHOUSES	Open	44.46	0.00	
M2303005	11/15/23	HUBER005 HUBER LOCKSMITHS, INC.	DOOR AND LOCK REPAIRS	Open	6,238.98	0.00	
M2303020	11/16/23	GRAIN005 GRAINGER INC.	TOOLS	Open	759.76	0.00	
M2303031	11/17/23	SCALF005 SCALFO ELECTRIC Contract No: C2300002	EMERGENCY REPAIR WORK AT SLF	Open	4,653.81	0.00	C
M2303080	11/22/23	SEAGE005 SEA GEAR MARINE SUPPLY INC.	CARHARTS FOR NEW EMPLOYEES	Open	660.40	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2303081	11/22/23	SEAGE005 SEA GEAR MARINE SUPPLY INC.	CAHARTS FOR GAVIN GOMEZ	Open	165.10	0.00	
M2303146	12/05/23	PENN020 PENN-JERSEY BLDG.MATERIALS CO.	SAND BLAST MEDIUM	Open	935.40	0.00	
M2303183	12/12/23	BUCHA005 BUCHART HORN, INC.	PROFESSIONAL FIELD SERVICES	Open	1,112.50	0.00	
M2303198	12/13/23	FOLEY005 FOLEY, INC. Contract No: C2300049	D-10 UNDER CARRAIGE PARTS	Open	53,850.94	0.00	C
M2303224	12/20/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	REPAIR ADMIN HVAC SYSTEM	Open	4,223.90	0.00	C
M2303229	12/31/23	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL DEL 12/12/23	Open	7,208.07	0.00	
M2303253	12/31/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	EMERGENCY HEATER SERVICE - IPF	Open	6,849.16	0.00	C
M2303257	12/31/23	GARDE055 GARDEN STATE LABORATORY	NOVEMBER LAB TESTING	Open	2,440.00	0.00	
M2303258	12/31/23	GARDE055 GARDEN STATE LABORATORY	DECEMBER LAB TESTING	Open	335.00	0.00	
M2303259	12/31/23	NAPA0005 SEAVILLE NAPA	CUMMINS OIL CAP	Open	35.94	0.00	
M2303260	12/31/23	KELLA005 CHRIS KELLAWAY	REIMBURSEMENT CONTINUING EDUC	Open	719.33	0.00	
M2303261	01/22/24	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	EMERG REPAIR CIRCULATING PUMP	Open	1,325.16	0.00	C
M2303262	01/23/24	AIRNO010 AIRNOVA, INC. Contract No: C2300042	ANNUAL LANDFILL GAS SAMPLING	Open	33,750.00	0.00	C
M2303263	12/31/23	ATLAN090 ATLANTIC CO. UTIL. AUTHORITY Contract No: C2300043	SLUDGE DISPOSAL FOR DEC. 2023	Open	52,862.25	0.00	C
M2303264	01/25/24	SCALF005 SCALFO ELECTRIC Contract No: C2300002	EMERGENCY TREE REMOVAL AT POLE	Open	3,000.00	0.00	C
M2303265	12/31/23	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	427.01	0.00	
M2303266	12/31/23	TREAS010 TREASURER, STATE OF NEW JERSEY	NJDEP QUARTERLY INSPECTION FEE	Open	4,756.25	0.00	
M2303267	12/31/23	ENGIN015 SCS ENGINEERS,PC Contract No: C2300053	GAS COLLECTION SYSTEM SUPPORT	Open	1,502.50	0.00	C
M2303268	12/31/23	CAMBU005 JAMES CAMBURN	REIMBURSE FOR ELEC COURSES	Open	550.00	0.00	
M2400009	01/03/24	BENDE005 MATTHEW BENDER	LEXIS NEXIS RENEWAL NOTICE	Open	734.00	0.00	
M2400015	01/04/24	PITNE005 PITNEY BOWES, INC.	POSTAGE METER MAILING SYSTEM	Open	3,410.53	0.00	
M2400018	01/04/24	FAMIL005 FAMILY AUTO GLASS	INSTALL WINDSHIELD IN L-26	Open	500.00	0.00	
M2400020	01/05/24	WBMA005 W.B. MASON CO. INC.	OFFICE SUPPLIES	Open	736.60	0.00	
M2400021	01/05/24	WILLI005 WILLIER ELECTRIC MOTOR	BALDOR MOTOR	Open	1,354.10	0.00	
M2400022	01/05/24	APPLI015 APPLIED INDUSTRIAL TECH.	ROLLER REPLACEMENT BAR SCREEN	Open	1,282.53	0.00	
M2400023	01/05/24	NIGP0005 NIGP	2024 ANNUAL MEMBERSHIP	Open	480.00	0.00	
M2400024	01/05/24	NAPA0005 SEAVILLE NAPA	BATTERY FOR PLANT GENERATOR	Open	398.26	0.00	
M2400025	01/05/24	FASTE010 FASTENAL & CON. SUPPLIES	RBR SS CABLE	Open	3,750.00	0.00	
M2400028	01/05/24	GRAIN005 GRAINGER INC.	MILWAUKEE CHARGER FOR OPER.	Open	265.38	0.00	
M2400032	01/08/24	GRAIN005 GRAINGER INC.	MISC SITE JANITORIAL SUPPLIES	Open	282.30	0.00	
M2400033	01/08/24	NAPA0005 SEAVILLE NAPA	REPAIR 2012 RAM 3500	Open	137.51	0.00	
M2400034	01/08/24	LACAS005 LACAS COFFEE COMPANY, LLC	OFFICE SUPPLIES - COFFEE	Open	326.25	0.00	
M2400035	01/08/24	GRAIN005 GRAINGER INC.	WELDING ROD, SUMP PUMP, GLOVES	Open	3,486.70	0.00	
M2400039	01/08/24	DAVID005 DAVID WEBER OIL CO.	BULK DEF LANDFILL	Open	1,578.50	0.00	
M2400040	01/08/24	GRAIN005 GRAINGER INC.	MISC SITE SUPPLIES	Open	469.91	0.00	
M2400046	01/09/24	GRAIN005 GRAINGER INC.	Ear Muffs	Open	29.37	0.00	
M2400048	01/09/24	GRAIN005 GRAINGER INC.	OFFICE FURNITURE	Open	809.73	0.00	
M2400049	01/09/24	GRAIN005 GRAINGER INC.	SAMPLE PROBE SYSTEM	Open	559.38	0.00	
M2400050	01/09/24	GRAYB005 GRAYBAR ELECTRIC CO.	FIBER EQUIPMENT	Open	2,630.37	0.00	
M2400051	01/09/24	GRAIN005 GRAINGER INC.	SAFETY EQUIPMENT	Open	3,822.91	0.00	
M2400052	01/09/24	CDWGO005 CDW GOVERNMENT INC.	ETHERNET CRIMPER TOOL	Open	193.12	0.00	
M2400054	01/09/24	APPLI015 APPLIED INDUSTRIAL TECH.	ENC FLARE NITROGN REPAIR VALVE	Open	3,120.45	0.00	
M2400055	01/09/24	NAPA0005 SEAVILLE NAPA	REPAIR PARTS 2015 F250 SD PU	Open	215.18	0.00	
M2400056	01/09/24	NAPA0005 SEAVILLE NAPA	AIR FILTERS FOR F250 TRUCKS	Open	74.65	0.00	
M2400060	01/10/24	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE - OC	Open	9,619.03	0.00	C

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2400061	01/10/24	FOLEY005 FOLEY, INC.	OIL SAMPLE KITS FOR EQUIPMENT	Open	863.75	0.00	
M2400064	01/10/24	GRAIN005 GRAINGER INC.	3/4HP HVAC Boiler Pump Mtr	Open	970.54	0.00	
M2400065	01/10/24	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2300013	ZETAG 7587 DRY POLYMER	Open	11,233.63	0.00	C
M2400066	01/10/24	WBMA005 W.B. MASON CO. INC.	2024 CALENDARS	Open	111.59	0.00	
M2400067	01/10/24	IDEX005 IDEXX DISTRIBUTION INC.	LAB SUPPLIES	Open	2,551.42	0.00	
M2400068	01/10/24	GRAIN005 GRAINGER INC.	MISC SITE SUPPLIES	Open	1,206.91	0.00	
M2400070	01/10/24	VILLA015 VILLAS NAPA AUTO PARTS	BATTERIES, GENERATOR, CHEVY	Open	977.37	0.00	
M2400074	01/11/24	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE DEL 1/18	Open	9,498.72	0.00	C
M2400075	01/11/24	ACEPE005 ACE PLUMBING & ELEC SUPPLIES	POLY PILOT PROJECT	Open	29.40	0.00	
M2400077	01/11/24	JOSEP005 JOSEPH GARTLAND, INC.	NITRILE GLOVES	Open	699.50	0.00	
M2400091	01/12/24	FRANK030 FRANKLIN-GRIFFITH,LLC	CRIMPS	Open	123.20	0.00	
M2400155	01/12/24	NJWEA035 NJWEA - SOUTH SECTION	NJWEA MEETING REGISTRATION	Open	30.00	0.00	
M2400156	01/12/24	CMCCH005 CMC CHAMBER OF COMMERCE	Jersey Cape 2024 Shore Guide	Open	1,295.00	0.00	
M2400157	01/12/24	CITY005 CITY OF CAPE MAY	Recycling ad a skate rink	Open	500.00	0.00	
M2400161	01/12/24	TOILE005 CAPRIONI PORTABLE TOILETS	PORTABLE TOILETS	Open	275.00	0.00	
M2400162	01/12/24	GRAYB005 GRAYBAR ELECTRIC CO.	SQUARE D BREAKER BLOWER	Open	1,564.10	0.00	
M2400166	01/12/24	RIORD005 RIORDAN MATERIALS CORP.	WWL-EQUIP-18-23	Open	103,272.00	0.00	
M2400170	01/12/24	TREAS020 TREASURER, STATE OF NEW JERSEY	physical connection permit	Open	200.00	0.00	
M2400172	01/13/24	MUNIC010 MUNICIPAL MAINTENANCE	ww/L-02-23	Open	224,946.60	0.00	
M2400177	01/16/24	SHIIN005 SHI INTERNATIONAL CORP.	VMWARE SUPPORT AND MAINT RENWA	Open	74,339.25	0.00	
M2400180	01/16/24	NAPA005 SEAVILLE NAPA	MISC SITE SUPPLIES	Open	142.72	0.00	
M2400181	01/16/24	SOUTH125 SOUTHERN SHORE HUMAN RESOURCE	January '24 Monthly Meeting	Open	25.00	0.00	
M2400183	01/16/24	CASAP005 CASA PAYROLL SERVICE	Payroll Services Contract 1 Yr	Open	2,496.50	0.00	
M2400184	01/16/24	UNIFI005 UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	727.82	0.00	
M2400186	01/16/24	FOLEY005 FOLEY, INC.	OIL TEST KITS	Open	208.84	0.00	
M2400188	01/17/24	GRAIN005 GRAINGER INC.	American Flags	Open	286.62	0.00	
M2400193	01/17/24	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300050	SODIUM HYPOCHLORITE	Open	9,609.79	0.00	C
M2400196	01/17/24	KEENC005 KEEN COMPRESSED GAS CO.	TS MISC SUPPLIES	Open	177.00	0.00	
M2400197	01/17/24	GARTO005 GARTON'S RIGGING INC. Contract No: C2300023	Crane rental OC RBC Catwalk	Open	1,800.00	0.00	C
M2400198	01/17/24	LOWES005 LOWE'S COMMERCIAL SERVICES	SMM SCUM CONCENTRATOR PROJECT	Open	69.90	0.00	
M2400199	01/17/24	SWANA005 SWANA, SOLID WASTE AS. OF N.A.	ANNUAL MEMBERSHIP RENEWALS	Open	653.33	0.00	
M2400201	01/17/24	CDWGO005 CDW GOVERNMENT INC.	FIBER MODULES FOR WW	Open	468.70	0.00	
M2400205	01/17/24	CUSTO040 CUSTOM BANDAG, INC.	11R24.5 RECAP ON-HIGHWAY TIRES	Open	10,260.00	0.00	
M2400206	01/18/24	KEITH010 KEITH KELLY	ZEROSL SUBSCRIPTION 2024	Open	96.00	0.00	
M2400209	01/18/24	ACOMM005 A PLUS COMM. OFFICE CLEANERS	ADMIN BLDG. JANITORIAL SERVICE	Open	3,075.00	0.00	
M2400211	01/18/24	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	JANITORIAL SUPPLIES	Open	465.52	0.00	
M2400214	01/18/24	GABRI005 GABRIELLI KENWORTH OF NJ, LLC	HEATER HARNESS FOR T-20	Open	279.63	0.00	
M2400217	01/19/24	CDWGO005 CDW GOVERNMENT INC.	INTERNAL HARD DRIVE	Open	617.40	0.00	
M2400218	01/19/24	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE	Open	906.93	0.00	
M2400220	01/19/24	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE	Open	351.17	0.00	
M2400221	01/19/24	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE	Open	380.53	0.00	
M2400222	01/19/24	UNIFI005 UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	611.81	0.00	
M2400223	01/19/24	LOWES005 LOWE'S COMMERCIAL SERVICES	TS MISC. SUPPLIES	Open	88.02	0.00	
M2400224	01/19/24	HOOVE005 HOOVER TRUCK CENTER	TS MISC. SUPPLIES	Open	27.99	0.00	
M2400226	01/19/24	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	447.01	0.00	
M2400227	01/19/24	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	347.61	0.00	
M2400228	01/19/24	PEDRO005 PEDRONI FUEL CO.	UNLEADED GAS DELIVERY 1/9/24	Open	1,714.88	0.00	
M2400229	01/19/24	PAULS010 PAUL'S PEST CONTROL	MONTHLY PEST CONTROL SERVICE	Open	391.40	0.00	
M2400230	01/19/24	NEWJE025 NEW JERSEY BUSINESS SYS. INC.	REPLACEMENT OC CERAGON UNITS	Open	10,285.00	0.00	
M2400231	01/19/24	1STDE005 1ST DEFENSE FIRE PROTECTION	FIRE HYDRANT INSPECIONS	Open	305.00	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2400233	01/19/24	DELLM005	DELL MARKETING LLC	ADMIN 2024 PC REFRESH	Open	1,698.82	0.00
M2400235	01/19/24	DELLM005	DELL MARKETING LLC	SOLID WASTE 2024 PC REFRESH	Open	3,397.64	0.00
M2400239	01/22/24	DELLM005	DELL MARKETING LLC	WASTEWATER 2024 PC REFRESH	Open	4,247.05	0.00
M2400240	01/22/24	SAFAB005	S.A. FABRICATION LLC	FABRICATION WORK	Open	7,629.62	0.00 C
			Contract No: C2300014				
M2400245	01/22/24	LOWES005	LOWE'S COMMERCIAL SERVICES	SPACE HEATER	Open	47.48	0.00
M2400248	01/22/24	LOWES005	LOWE'S COMMERCIAL SERVICES	JANITORIAL SUPPLIES	Open	37.96	0.00
M2400249	01/22/24	GRAIN005	GRAINGER INC.	FIBER DISC/25 AND 50 GRIT	Open	624.30	0.00
M2400250	01/22/24	LOWES005	LOWE'S COMMERCIAL SERVICES	SMM WATER REUSE	Open	9.69	0.00
M2400252	01/22/24	GARDN005	GARDNER TRUE VALUE	GASKET MATERIAL	Open	47.92	0.00
M2400253	01/22/24	GRAIN005	GRAINGER INC.	ITEMS FOR VAC TRUCK	Open	320.04	0.00
M2400254	01/22/24	GILMA005	GILMAR 25, LLC	3V LITHUM BATTERY	Open	35.04	0.00
M2400255	01/22/24	GRAIN005	GRAINGER INC.	EAR MUFFS	Open	145.32	0.00
M2400257	01/22/24	PEDRO005	PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	395.03	0.00
M2400259	01/22/24	NAPA0005	SEAVILLE NAPA	PLANT GENERATOR FUEL FILTERS	Open	177.20	0.00
M2400260	01/22/24	KEENC005	KEEN COMPRESSED GAS CO.	CYLINDER RENTALS AND LEASES	Open	1,353.76	0.00
M2400261	01/22/24	SUPPR005	SUPPRESSION SYSTEMS, INC.	INSPECTION AGREEMENT RENEWAL	Open	2,710.00	0.00
M2400269	01/22/24	HACHC005	HACH COMPANY	DPD Packets	Open	896.28	0.00
M2400270	01/23/24	KUEHN005	KUEHNE CHEMICAL CO. INC.	SODIUM HYPOCHLORITE - OC	Open	9,557.05	0.00 C
			Contract No: C2300050				
M2400278	01/24/24	HOFFM015	HOFFMAN SERVICES, INC.	YEARLY PORTA LIFT INSPECTIONS	Open	600.00	0.00
M2400279	01/24/24	GRAIN005	GRAINGER INC.	UTILITY SUMP PUMPS	Open	438.00	0.00
M2400292	01/25/24	CMCLE005	CMC LEAGUE OF MUNICIPALITIES	LEAGUE OF MUNICIPALITIES DUES	Open	700.00	0.00
M2400293	01/25/24	NAPA0005	SEAVILLE NAPA	FILTERS TO SERVICE PLANT GEN	Open	423.60	0.00
M2400297	01/25/24	H4ENT005	H4 ENTERPRISES LLC	SCF-08-23: Compost Demo	Open	196,000.00	0.00
M2400299	01/25/24	TAYLO035	TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	1,252.83	0.00
M2400302	01/25/24	TAYLO035	TAYLOR OIL CO., INC.	HEATING OIL SHOP & IPF	Open	4,151.87	0.00
M2400308	01/26/24	SHERW005	SHERWIN-WILLIAMS CO.	SMM WATER REUSE	Open	20.52	0.00
M2400310	01/26/24	COLON005	COLONIAL ELECTRIC SUPPLY	SMM WATER REUSE	Open	41.59	0.00
M2400311	01/26/24	NAPA0005	SEAVILLE NAPA	PICK UP SLIPS SHOP SUPPLIES	Open	94.51	0.00
M2400312	01/26/24	ADVAN035	ADVANTAGE RENTAL CENTER	MISC SITE SUPPLIES	Open	89.18	0.00
M2400313	01/26/24	LOWES005	LOWE'S COMMERCIAL SERVICES	SHOWER CURTAIN, ELEC. PARTS	Open	37.15	0.00
M2400315	01/26/24	LOWES005	LOWE'S COMMERCIAL SERVICES	BUSHINGS, KNOCKOUT BIT	Open	31.60	0.00
M2400316	01/26/24	NAPA0005	SEAVILLE NAPA	V BELT EFF GALLERY EXHAUST FAN	Open	25.48	0.00
M2400317	01/26/24	SHERW005	SHERWIN-WILLIAMS CO.	PAINT/PAINTING SUPPLIES	Open	48.78	0.00
M2400318	01/26/24	LOWES005	LOWE'S COMMERCIAL SERVICES	QUICK CONNECTS, HEAT TRACE	Open	62.19	0.00
M2400319	01/26/24	WALLA015	WALLACE HARDWARE	MOUSE TRAPS, NOZZLE, BRUSH	Open	34.73	0.00
M2400320	01/26/24	ALLAM010	ROBERT E. ALLAMONG	ELECT LICENSE REIMBURSEMENT	Open	225.00	0.00
M2400322	01/26/24	RIZZU005	JOSEPH RIZZUTO	LFG BENEFICIAL USE PROJECT	Open	848.05	0.00
M2400323	01/26/24	LAROC005	THOMAS J. LAROCCO	LFG BENEFICIAL USE PROJECT	Open	848.05	0.00
M2400324	01/26/24	LAWSO005	LAWSON PRODUCTS, INC.	OPEN & SHUT PENETRATING OIL	Open	37.53	0.00
M2400325	01/26/24	KEVIN025	KEVIN J. WHITNEY	LFG BENEFICIAL USE PROJECT	Open	928.60	0.00
M2400326	01/26/24	INSTI020	INSTITUTE FOR PROFESSIONAL DEV	WEBINAR REGISTRATION	Open	50.00	0.00
M2400340	01/29/24	WALLA015	WALLACE HARDWARE	TOILET SEAT, SPACE HEATER	Open	43.98	0.00
M2400362	01/30/24	LOWES005	LOWE'S COMMERCIAL SERVICES	OFFICE SUPPLIES	Open	45.44	0.00
M2400363	01/30/24	NAPA0005	SEAVILLE NAPA	REPAIR PARTS	Open	44.75	0.00
M2400373	01/31/24	ADVAN035	ADVANTAGE RENTAL CENTER	WHEELS	Open	18.38	0.00
M2400375	01/31/24	ADVAN035	ADVANTAGE RENTAL CENTER	MISC SITE SUPPLIES	Open	41.39	0.00
M2400376	01/31/24	GARDN005	GARDNER TRUE VALUE	MISC SITE SUPPLIES	Open	46.99	0.00
M2400385	01/31/24	WALLA015	WALLACE HARDWARE	NOZZLES AND LATCH	Open	30.27	0.00
M2400392	02/01/24	JOHNR010	JOHN R. CONTURO	LFG BENEFICIAL USE PROJECT	Open	933.05	0.00
V2301045	12/31/23	SAPPI005	HARRY R. SAPPPIE	HEALTH INSURANCE Q4 2023	Open	2,549.10	0.00
V2301046	12/31/23	HIEKN005	JAMES J. HIENKEL, JR.	HEALTH INSURANCE - Q4 2023	Open	1,942.11	0.00
V2301047	12/31/23	STATE030	STATE OF NEW JERSEY	NJ EMPLOYEE TAX 4TH QTR 2023	Open	4,689.84	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2301049	12/31/23	DEPAR015	DEPARTMENT OF THE TREASURY FICA TAXES & FED INCOME TAX	Open	70.06	0.00	
V2301050	12/31/23	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	39.14	0.00	
V2301051	12/31/23	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	12,232.15	0.00	
V2301052	12/31/23	CITY0025	CITY OF WILDWOOD WATER UTILITY UTILITIES	Open	485.65	0.00	
V2301053	12/31/23	CITY0025	CITY OF WILDWOOD WATER UTILITY UTILITIES	Open	2,395.80	0.00	
V2301054	12/31/23	WASTE005	CMCMA SOLID WASTE DISPOSAL FEES	Open	2,719.48	0.00	
V2301055	12/31/23	BOROU035	BOROUGH OF CAPE MAY POINT UTILITIES	Open	112.21	0.00	
V2301056	12/31/23	CITY0005	CITY OF CAPE MAY UTILITIES	Open	472.80	0.00	
V2301057	12/31/23	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	23,353.87	0.00	
V2301058	12/31/23	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	3,161.11	0.00	
V2301059	12/31/23	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	1,762.05	0.00	
V2301060	12/31/23	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	10,925.30	0.00	
V2400034	01/12/24	COMCA015	COMCAST BUSINESS COMMUNICATION COMCAST DR CONNECTION	Open	561.00	0.00	
V2400035	01/16/24	WINDS005	WINDSTREAM UTILITIES	Open	17.14	0.00	
V2400036	01/17/24	ENTER020	ENTERPRISE FM TRUST VEHICLE LEASE-WASTEWATER	Open	17,973.95	0.00	
V2400037	01/17/24	ENTER020	ENTERPRISE FM TRUST VEHICLE LEASE- SW ENFORCEMENT	Open	355.02	0.00	
V2400038	01/17/24	ENTER020	ENTERPRISE FM TRUST VEHICLE LEASE- ADMINISTRATION	Open	4,854.64	0.00	
V2400039	01/19/24	DAILY005	DAILY JOURNAL LEGAL ADVERTISING-JANUARY 2024	Open	48.29	0.00	
V2400040	01/19/24	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	5,174.49	0.00	
V2400041	01/22/24	UNITE025	UNITED PARCEL SERVICE POSTAGE	Open	19.28	0.00	
V2400042	01/23/24	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES ACCT #926 JAN	Open	31.71	0.00	
V2400043	01/23/24	ABCOP005	ABCO PUBLIC EMPLOYEES CREDIT UNION	Open	550.26	0.00	
V2400044	01/23/24	NATIO045	NATIONWIDE RETIREMENT SOLUTION DEFERRED COMPENSATION W/H	Open	19,240.00	0.00	
V2400045	01/23/24	NEWJE050	NEW JERSEY FAMILY SUPPORT GARNISHMENTS	Open	272.00	0.00	
V2400046	01/23/24	ANDRE010	ANDREW J. GREEN, COURT OFFICER WAGE ATTACHMENT	Open	367.07	0.00	
V2400047	01/23/24	HEALT005	HEALTH EQUITY EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,701.56	0.00	
V2400048	01/23/24	DUES0005	TEAMSTERS LOCAL 331 DUES UNION DUES	Open	3,509.00	0.00	
V2400049	01/23/24	POLIT005	TEAMSTERS LOCAL 331 POLITICAL POLITICAL ACTION FUND	Open	15.00	0.00	
V2400050	01/23/24	SOCIA005	TEAMSTERS LOCAL 331 SOCIAL UNION SOCIAL FUND	Open	4.00	0.00	
V2400051	01/23/24	UNUMP005	UNUM/PROVIDENT LIFE & ACCIDENT INSURANCE W/H	Open	647.82	0.00	
V2400052	01/23/24	AFLAC005	AFLAC US INSURANCE W/H	Open	2,747.42	0.00	
V2400053	01/23/24	DEPAR015	DEPARTMENT OF THE TREASURY FICA TAXES & FED INCOME TAX	Open	119,249.49	0.00	
V2400054	01/23/24	NJDIV015	NJ DIVISION OF TAXATION STATE INCOME TAX	Open	20,246.12	0.00	
V2400055	01/23/24	CAPEM055	CAPE MAY COUNTY MUA ADJUSTED PAYROLL CMCMA	Open	283,524.12	0.00	
V2400056	01/23/24	NJDIV010	NJ DIVISION OF PENSIONS PENSION W/H-JANUARY 2024	Open	99,286.20	0.00	
V2400057	01/25/24	TDWEA005	TD WEALTH MANAGEMENT 2024 TRUSTEE ADMIN FEE	Open	7,000.00	0.00	
V2400058	01/25/24	DAILY005	DAILY JOURNAL LEGAL ADVERTISING-JANUARY 2024	Open	111.91	0.00	
V2400059	01/29/24	UNITE025	UNITED PARCEL SERVICE POSTAGE	Open	67.81	0.00	
V2400061	01/30/24	PASS0005	E-Z PASS TRAVEL-ACCT# 200-0059-7011-4	Open	1,000.00	0.00	
V2400062	01/30/24	NJAME005	NJ AMERICAN WATER COMPANY UTILITIES-ADMIN BUILDING	Open	140.26	0.00	
V2400063	01/30/24	STATE110	STATE OF NEW JERSEY HEALTH INSURANCE-FEBRUARY 2024	Open	104,017.34	0.00	
V2400064	01/30/24	STATE110	STATE OF NEW JERSEY HEALTH INSURANCE-FEBRUARY 2024	Open	343,310.95	0.00	
V2400065	01/31/24	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	8,882.57	0.00	
V2400066	01/31/24	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	7,402.57	0.00	
V2400067	01/31/24	NJAME005	NJ AMERICAN WATER COMPANY UTILITIES	Open	1,356.51	0.00	
V2400068	01/31/24	COMCA010	COMCAST OF SOUTH JERSEY INC. UTILITIES-1/28/2024-2/27/2024	Open	229.41	0.00	
V2400069	01/31/24	UNITE135	UNITED HEALTHCARE INSURANCE CO Health Insur. Vision FEB 2024	Open	1,727.64	0.00	
V2400070	02/01/24	WAWAF005	WAWA FLEET SERVICES GASOLINE-JANUARY 2024	Open	89.58	0.00	
V2400071	02/01/24	VERIZ010	VERIZON WIRELESS UTILITIES- 12/29-1/28/2024	Open	1,608.39	0.00	
V2400072	02/01/24	VERIZ010	VERIZON WIRELESS UTILITIES- 12/29-1/28/2024	Open	76.02	0.00	
V2400073	02/01/24	LOWER005	LOWER TOWNSHIP MUA UTILITIES	Open	240.00	0.00	

Total Purchase Orders: 233 Total P.O. Line Items: 0 Total List Amount: 2,808,918.69 Total Void Amount: 0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
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Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	3-100	6,634.19	0.00	3,030.27	9,664.46
WASTEWATER OPERATIONS	3-200	146,942.40	0.00	0.00	146,942.40
SOLID WASTE OPERATIONS	3-300	134,501.52	0.00	0.00	134,501.52
SOLID WASTE PROJECT	3-400	165,065.35	0.00	0.00	165,065.35
RENEWAL & REPLACEMENT	3-720	531,292.85	0.00	0.00	531,292.85
Year Total:		984,436.31	0.00	3,030.27	987,466.58
ADMINISTRATION	4-100	1,099,141.50	0.00	10,067.71	1,109,209.21
WASTEWATER OPERATIONS	4-200	136,719.30	0.00	0.00	136,719.30
SOLID WASTE OPERATIONS	4-300	31,171.26	0.00	0.00	31,171.26
SOLID WASTE PROJECT	4-400	6,188.12	0.00	0.00	6,188.12
RENEWAL & REPLACEMENT	4-720	538,164.22	0.00	0.00	538,164.22
Year Total:		1,811,384.40	0.00	10,067.71	1,821,452.11
Total of All Funds:		2,795,820.71	0.00	13,097.98	2,808,918.69

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 7, 2024.



Robert P. Donato, CPA
Chief Financial Officer