



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

May 18, 2022 @ 1:30 p.m.

1. Call to Order
2. Roll Call and Establishment of Quorum
3. Open Public Meeting Statement
4. Pledge of Allegiance
5. Approval of Minutes
 - May 4, 2022 Regular Meeting**
 - May 4, 2022 Executive Session**
6. Comments or Questions from the Public on Agenda Items
7. Announcements/Special Presentations
8. Executive Director's Personnel Report
 - Resignations/Retirements
 - Leaves of Absence and Changes in Leaves of Absence
 - Reassignments/New Hires
9. Board Reports:
 - Wastewater Management Program Report
- **May 11, 2022**
 - Solid Waste Program Tonnage and Revenue Report
- **April 2022**
10. Wastewater Management and Solid Waste Management Programs (Combined)
11. Wastewater Management Program
 - Resolution No. 62-22** Resolution Authorizing the Continuation of a Shared Services Agreement Between the Cape May County Municipal Utilities Authority and the Atlantic County Utilities Authority for the Disposal of Cape May County Municipal Utilities Authority Sewage Sludge under Resolution No. 46-21 (total not-to-exceed amount of \$900,000.00)

Resolution No. 63-22 Resolution Authorizing the Award of Contract CHEM-07-22 – Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater Treatment Facilities to George S. Coyne Chemical Co., Inc. (total not-to-exceed amount of Part 1 \$81,461.40, Part 2 \$53,127.00 and Part 3 \$58,439.70)

Resolution No. 64-22 Resolution Authorizing the Award of Contract SER-24-22 – Loading, Hauling and Disposal of Sewage Sludge from the Cape May County Municipal Utilities Authority Wastewater Treatment Facilities to Caprioni Family Septic, Inc. (total not-to-exceed amount of Part A \$163,445.00, Part B \$162,290.00, Part C \$24,250.00 and Part D \$112,640.00)

12. Solid Waste Management Program

Resolution No. 65-22 Resolution Authorizing the Award of Contract SW-EQUIP-22-22 – Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla Industrial Tub Grinder to CW Mill Equipment Co., Inc. (total not-to-exceed amount of \$96,650.00)

Resolution No. 66-22 Resolution Authorizing the Authority's Purchasing Agent to Procure Recycling Services to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches (RFP-11-22-REBID) from Britton Industries Inc. (total not-to-exceed amount of \$110,000.00)

Resolution No. 67-22 Resolution Authorizing the Authority's Purchasing Agent to Procure Recycling Services to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches (RFP-11-22-REBID) from Amerimulch/Chromascape LLC. (total not-to-exceed amount of \$110,000.00)

Resolution No. 68-22 Resolution Authorizing the Disposal of Surplus Material

13. Miscellaneous

14. Approval of Vouchers – May 18, 2022

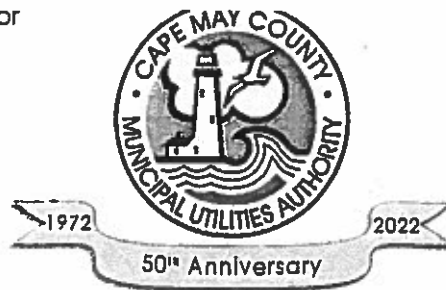
Administration
Wastewater Operations
Wastewater Project
Solid Waste Operations

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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MINUTES OF THE REGULAR MEETING

May 4, 2022

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

PRESENT:

George W. Betts	Chairman
Richard Rixey	Vice Chairman
William G. Burns	Treasurer
Patricia A. Callinan	Corporate Secretary
Carl H. Groon	Member
Carol A. Heenan	Member
Carrol 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 14, 2022.”

The Pledge of Allegiance was recited.

Minutes

Minutes of the April 20, 2022 Regular Meeting were submitted for approval or correction.

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

Motion Carried: 7-0-0

Comments or Questions from the Public on Agenda Items

None offered.

Announcements/Special Presentations

Mr. Rizzuto reported that the Authority's Transfer Station in Burleigh will hold a Household Hazardous Waste Day on Saturday, May 14, 2022 between the hours of 8:00 a.m. and 11:00 a.m.

Mr. Rizzuto noted that prior to the May 18, 2022 Board Meeting, Authority Staff will be available at the Seven Mile Beach/Middle Wastewater Treatment Facility to provide a tour to Authority Members who are interested in viewing the newly installed SCADA system.

Executive Director's Personnel Report

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

Board Reports

Treasurer's Report

Approval of the Treasurer's Report dated March 31, 2022.

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

Motion Carried: 7-0-0

Construction Status Report – April 27, 2022 – Thomas J. LaRocco

New Electrical Systems for Various Pump Stations - This contract consists of the replacement of various pieces of equipment and electrical upgrades to twenty-one (21) pump stations distributed amongst all four of the Authority's Wastewater Regions. Work consists of implementing a complete station bypass before demolishing and replacing key existing electrical and mechanical components including cabling, conduit, transfer switches, louvers, ductwork and grounding systems. All of the stations, except 3rd Street, will become equipped with a new exterior docking

station that can be used to connect to an emergency portable generator, if necessary, in the future. To date, the following twenty (20) stations are generally complete: Madison (CM), Coral (CM), Claghorn (CM), 69th Street (SM/M), 81st Street (SM/M), Mayville (SM/M), Stone Harbor Manor (SM/M), Crest Haven (SM/M), 39th Street (SM/M), Spicer (WW/L), Neptune (WW/L), Oak (WW/L), Shawcrest (WW/L), Rio Grande (WW/L), 10th Avenue (WW/L), Lower Township EDS (WW/L), Rosemary Road (WW/L), 3rd Street (OC), 32nd Street (OC) and 20th Street (OC).

At the Cape May Court House (SM/M) Pump Station, an air flow test has been scheduled for May 3rd. Following the test, it is expected that duct and louver modifications will be made. Once all ventilation work has been completed at this station, only system wide infrared (IR) testing and punch list work shall remain to be done in order to deem this project totally complete.

Landfill #2 Scale House and Transfer Station Docking Stations with Portable Generator - The purpose of this contract is to install emergency docking stations at the Landfill's No. 2 Scale House and at the Solid Waste Transfer Station, as well as to procure a new trailer mounted generator so as to provide power to either facility in the event of a power outage. The new portable generator was delivered to the Contractor's yard on April 25th. Start-up and testing at both Transfer Station and Landfill has been scheduled for the middle of May, 2022.

Cape May Region Coral Avenue Pump Station Conversion - The purpose of this contract is to convert the existing Coral Avenue Pump Station from a wet well-dry pit configuration to a submersible pump station arrangement. This is being done so that the pumps, which are currently located at the bottom of a 25' deep, heavily corroded steel tube, can be more safely and efficiently serviced. During April, the Contractor completed all piping and electrical work, installed two (2) new submersible pumps and rehabilitated the existing wet well. Startup of the new pumps occurred on April 22nd. Though site restoration needs to be done, this project is now essentially complete.

Sludge Transfer Facility Utility Consolidation - The purpose of this contract is to consolidate and relocate those utilities at the Sludge Transfer Facility that will be required to maintain operations at the Facility during and after the future demolition of several structures at the Facility. The Contractor has completed the installation of the new sanitary sewer system and potable water system around the perimeter of the abandoned composting structures. These systems are now operational. Currently, the Contractor is involved with relocating the electrical system which consists of trenching for new conduit and manholes that will contain new cables for power and lighting.

Various Regions Miscellaneous Concrete Work - The purpose of this contract is to complete miscellaneous concrete work that is related to CMCMUA infrastructure in both the Wildwood/Lower and Ocean City service regions. Starting on Delaware Avenue, near 14th Street, in North Wildwood, the existing force main's pull pit opening was capped with concrete upon a bed of broken stone. Subsequently, on April 11th, the excavation was backfilled and temporary pavement restoration was completed. On April 20th, concrete was poured to fill the abandoned subgrade chamber at the old 46th Street Pump Station, under the sidewalk on the north side of 46th Street in Ocean City. The same day, new concrete was poured to replace the damaged sidewalk surrounding the CMCMUA manhole that is upstream of the Spicer Avenue Pump Station, located on the west side of Park Boulevard in the City of Wildwood. On April 22nd, a new concrete sidewalk was poured above, and along side of the abandoned 46th Street chamber. Lastly, on April 25th, rehabilitation of the Spicer Avenue manhole was completed. Final pavement restoration on Delaware Avenue is scheduled for the week prior to Memorial Day.

Wastewater Management and Solid Waste Management Programs (Combined)

None presented.

Wastewater Management Program

Resolution No. 54-22 Resolution Authorizing the Rejection of the Bid Submitted by MidAtlantic Engineering Partners for Contract WW-15-22 – Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations

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

Motion Carried: 7-0-0

Resolution No. 55-22 Resolution Authorizing the Rejection of the Bid Submitted by Scofield Marine Contractors and Engineers, LLC. for Contract WW-15-22 – Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations

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

Motion Carried: 7-0-0

Resolution No. 56-22 Resolution Authorizing the Contract Change Order No.1 to Contract CM-EQUIP-29-20 – Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the Cape May Wastewater Treatment Facility with Evoqua Water Technologies, LLC.

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

Motion Carried: 7-0-0

Solid Waste Management Program

Resolution No. 57-22 Resolution Authorizing the Award of Contract SW-EQUIP-19-22 – Furnish and Deliver One (1) New Portable Self-Propelled Track Mounted Industrial Tub Grinder to CW Mill Equipment Co., Inc.

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

Motion Carried: 7-0-0

Resolution No. 58-22 Resolution Authorizing the Award of Contract SW-EQUIP-27-22 – Provide Quarterly Inspection, Calibration and Preventative Maintenance Services for CMCMUA Truck Scales to Advance Scale Company, Inc.

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

Motion Carried: 7-0-0

Resolution No. 59-22 Resolution Authorizing the Execution of a Shared Services Agreement with the Cape May County Municipal Utilities Authority and the City of Cape May for the Review and Submission of the City of Cape May's 2021 Annual Recycling Tonnage Report

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

Motion Carried: 7-0-0

Resolution No. 60-22 Resolution Authorizing the Sale of Renewable Energy Certificates

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

Motion Carried: 7-0-0

Miscellaneous

None presented.

Approval of Vouchers

Approval of the Administration Vouchers List dated May 4, 2022.

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

Motion Carried: 7-0-0

Approval of the Wastewater Operating Vouchers List dated May 4, 2022.

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

Motion Carried: 7-0-0

Approval of the Wastewater Project Vouchers List dated May 4, 2022.

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

Motion Carried: 7-0-0

Approval of the Solid Waste Operations Vouchers List dated May 4, 2022.

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

Motion Carried: 7-0-0

Approval of the Solid Waste Project Vouchers List dated May 4, 2022.

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

Motion Carried: 7-0-0

The total of all five (5) approved Vouchers Lists, dated May 4, 2022, was \$2,719,593.54.

Public Comment

None offered.

New Business

None presented.

Executive Session

Resolution No. 61-22 Resolution Authorizing Executive Session from which the Public is Excluded.

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

Motion Carried: 7-0-0

At 6:55 p.m., the Regular Meeting retired to Executive Session for the purpose of discussing matters of Recycling Contract.

At 7:25 pm, it was motioned to end the Executive Session and reconvene to the Regular Meeting.

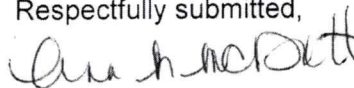
	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Mr. Groon			X			
Ms. Heenan			X			
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

Motion Carried: 7-0-0

Adjournment

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

Respectfully submitted,



Ann M. McDevitt
Recording Secretary

5/5/22

Joseph V. Rizzuto, Executive Director



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

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MINUTES OF EXECUTIVE SESSION

May 4, 2022

The Cape May County Municipal Utilities Authority held an Executive Session on Wednesday, May 4, 2022 at 6:55 p.m., at the Authority's Office in Swainton, New Jersey, authorized by Resolution No. 61-22.

PRESENT:

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

ALSO PRESENT:

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

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

Contractual Matters

A discussion was held for the purpose of discussing matters of Recycling Contract.

Respectfully submitted,

Ann M. McDevitt
Recording Secretary

/amm

RESIGNATIONS/RETIREMENTS

NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
Delores T. Hatcher	Solid Waste/Utility Worker/SW-Transfer Station	5/16/2022	Resignation

LEAVES OF ABSENCE AND CHANGES IN LEAVES OF ABSENCE

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

REASSIGNMENTS/NEW HIRES

NAME	FROM PROGRAM/POSITION/FACILITY	TO PROGRAM/POSITION/FACILITY	EFFECTIVE DATE
Eric D. Hansen	Wastewater/Utility Worker/Seven Mile	Wastewater/Temporary Shift Operator/Wildwood/Lower	5/8/2022
James M. Collins	Wastewater/Senior Shift Operator/Wildwood/Lower	Wastewater/Assistant Regional Supervisor/Seven Mile	5/9/2022
Kenneth W. Super	Wastewater/Utility Work/Ocean City	Wastewater/Utility Worker/TVOMWW-Transfer Station	5/9/2022

MEMORANDUM

May 11, 2022

TO: Mr. Joshua Palombo, Wastewater Program Manager

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

RE: Wastewater Program Monthly Report

1.0 General:

On April 23, 2022, the Wastewater Program participated in Cape May County's Earth Day Celebration. The Wastewater Program's display (pictured below) included various educational handouts and a demonstration of how toilet paper, flushable wipes, paper towels and dental floss break down after being flushed. To most participants' surprise, the flushable wipes did not break apart as advertised compared to the toilet paper.



MEMORANDUM

May 11, 2022

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2.0 Operational Data

2.1 Municipal Flow Report: April 2022

Billing Party	Million Gallons	% of Total
New Jersey American Water	68.409	25.54%
Middle Township	26.695	9.97%
Rio Grande	9.646	3.60%
Cape May Court House	10.714	4.00%
Avalon Manor	0.649	0.24%
Stone Harbor Blvd	0.805	0.30%
Court House South	4.843	1.81%
Harbor Bay Center	0.038	0.01%
City of North Wildwood	30.353	11.33%
City of Wildwood	34.834	13.01%
City of Cape May	22.044	8.23%
Borough of Wildwood Crest	17.663	6.59%
Borough Avalon	22.217	8.30%
City of Sea Isle City	22.822	8.52%
Borough of Stone Harbor	8.262	3.08%
Borough of West Cape May	3.690	1.38%
Borough of West Wildwood	5.891	2.20%
Board of County Commissioners	2.011	0.75%
Borough of Cape May Point	1.534	0.57%
Lower Township MUA	1.365	0.51%
New Jersey Turnpike Authority	0.042	0.02%

Facility AVERAGE Flow In Million Gallons Per Day

Report Month

Facility	Years <input type="button" value="▼"/>		% Change	Difference
	2021	2022		
Ocean City Average - Capacity 8.24	2.44	2.28	-7%	
Seven Mile Average - Capacity 7.67	2.73	2.41	-12%	
Wildwood Average - Capacity 14.20	3.09	3.33	7%	
Cape May Average - Capacity 3.00	1.04	0.91	-13%	

MEMORANDUM

May 11, 2022

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Facility PEAK Flow in Million Gallons Per Day

Report Month

Facility	Years <input type="button" value="▼"/>		% Change	Difference
	2021	2022		
Ocean City Peak - Capacity 8.24	3.63	4.18	15%	▲
Seven Mile Peak - Capacity 7.67	3.68	7.49	103%	▲
Wildwood Peak - Capacity 14.20	4.97	15.36	209%	▲
Cape May Peak - Capacity 3.00	1.67	1.21	-27%	▼

2.2 Laboratory Data: April 2022

	Average TSS mg/L			Average CBOD mg/L		
	Influent	Effluent	% Removal	Influent	Effluent	% Removal
Cape May	687	8	99	298	7	98
Wildwood	145	15	90	151	15	90
Seven Mile	201	20	90	156	20	87
Ocean City	112	7	94	123	11	91

2.3 Reclaimed Water for Beneficial Reuse (RWBR)


The distribution system for public access is out of service for the off season. Typically, RWBR distribution for public access begins in April; however, due to the SCADA system commissioning in the RWBR building and the punch list items that remain to be completed, the distribution of RWBR will be delayed. All users of the system will be notified once the RWBR becomes available.

2.4 Seven Mile/Middle Wastewater Treatment Facility Receiving


	Septage (gallons)	Leachate (gallons)
April 2022	922,200	666,000
April 2021	975,400	1,334,000

2.5 Sludge Transfer Facility

Sludge Disposal Report for April

DRY CU YDS	Wet Tons	
ACUA	Denali	Total
850	0	Cost
\$ 101,371.00	\$ -	\$ 101,371.00

Sludge Disposal Report YTD

DRY CU YDS	Wet Tons	
ACUA	Denali	Total
2400	302.01	Cost
\$ 173,422.00	\$ 41,777.04	\$ 215,199.04

3.0 Projects:

3.1 Capital Improvement Projects

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

Design Contract

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

Contractor: PCMG (Avanceon)
Contract Amount: \$3,687,516.42
Amount Expended: \$2,553,267.83 (69.4%)

Construction Contract

Contract SM-04-21 Seven Mile Region Control System SCADA Upgrade continues with Scalfo Electric. Scalfo is essentially complete with the installation work at the Seven Mile Beach/Middle Wastewater Treatment Facility. Scalfo is now working at one of the small pump stations along Stone Harbor Boulevard. The estimated schedule has the work finishing in March of 2023.

Contractor: Scalfo Electric
Contract Amount: \$1,710,000.00
Amount Expended: \$615,528.65 (36.00%)



MEMORANDUM

May 11, 2022

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In-House Work

Prior to the installation of SCADA, administration and plant staff have created a list of unnecessary hardware that must be removed or temporary hardware that must be installed prior to the installation of the new SCADA system. The list below summarizes what has been worked on this month:

- Removal of existing SYMAX system and installation of temporary PLCs - Plant staff removes the existing SYMAX system and installs a new temporary PLC. Plant staff knows the operation of the plant and pump stations and the wiring of the existing SYMAX system, so installing a temporary PLC leaves less room for error when the contractor converts over to the new PLC and SCADA system.

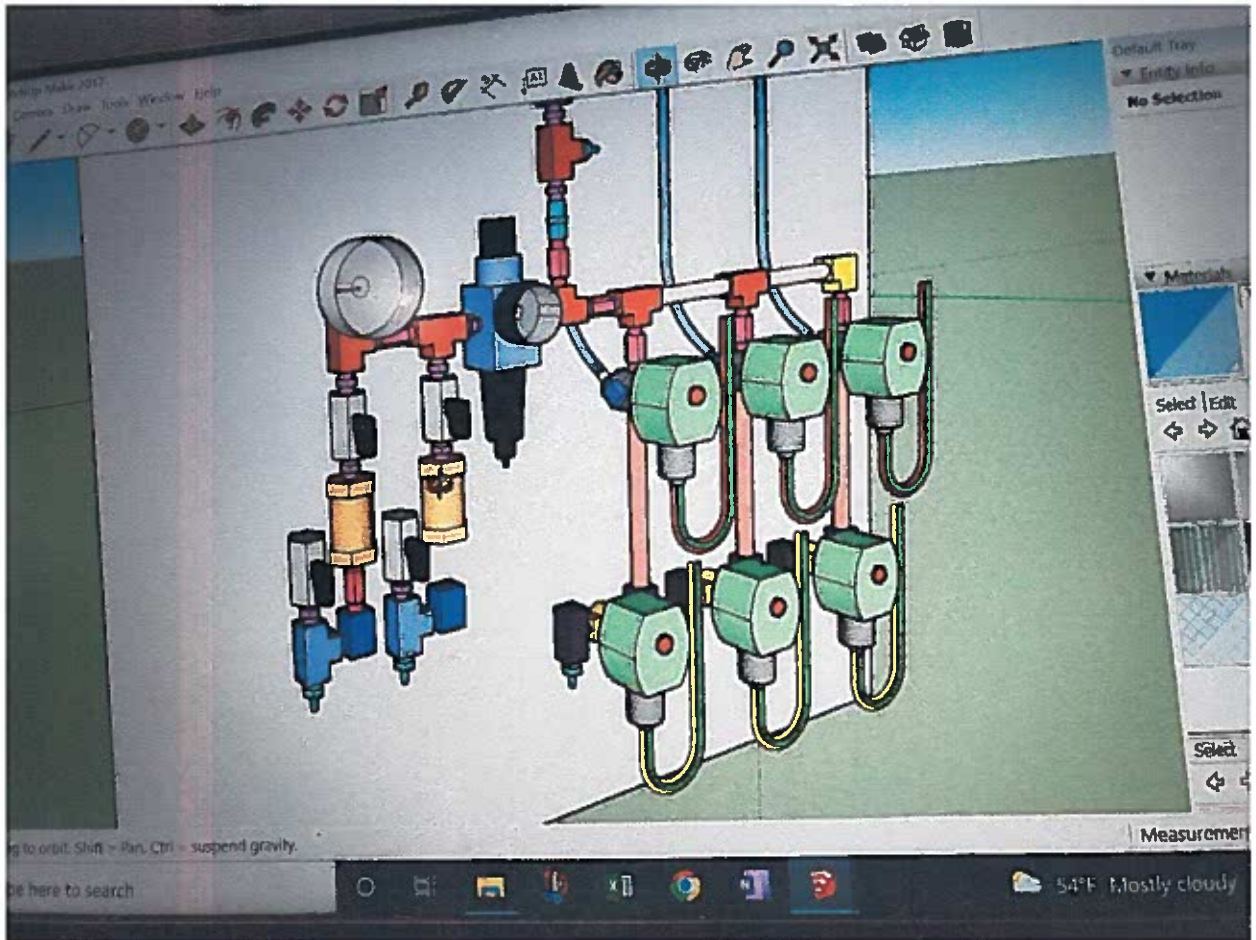
Additionally, administration and plant staff identified upgrades to the existing system that allow for integration with the new SCADA system. The upgrades that are being worked on/completed this month are listed below:

- Bubbler Cabinets - These new bubbler cabinets allow more control for operations staff and are being installed anywhere there is a wet well. See the picture on the next page for a SketchUp detail of a three (3) well bubbler system. This detail can be edited to adjust for the number of wells that the bubbler will monitor and it is to scale, so the proper size cabinet can be ordered in advance.

MEMORANDUM

May 11, 2022

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Clarifier Gallery Overhaul at Wildwood/Lower

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

MEMORANDUM

May 11, 2022

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Replacement of Rotating Biological Contactors (RBCs) at Cape May and Ocean City and Refurbishment of Rotating Biological Reactors (RBR) at Ocean City

As part of the Wastewater Program's 20 year Capital Renewal and Replacement Plan, four (4) RBCs are being replaced at the Cape May WTF which will complete all of the RBC replacements necessary at the plant. At the Ocean City WTF, three (3) RBCs are scheduled to be replaced and one (1) Rotating Biological Reactor (RBR) will be rehabilitated.

At Cape May, the electrical upgrades for the RBCs are almost complete. The electrical upgrades include new conduit and wire running as well as new smart control buckets. Electrical buckets are metal enclosures that house the control portion of a motor control center. The RBCs have been installed and start-up was completed.



At the Ocean City Wastewater Treatment Facility, the Project Crew has continued working on repairing the RBR. RBCs have been installed and start-up was completed.

MEMORANDUM

May 11, 2022

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Replace Component Parts for Clarifiers at the Seven Mile Beach/Middle and Wildwood Lower

As part of the Wastewater Program's 20 year Capital Renewal and Replacement Plan, the component parts of one (1) primary and one (1) secondary clarifier are being replaced at the Seven Mile Beach/Middle WTF. In addition, the component parts of two (2) secondary clarifiers are being replaced at the Wildwood/Lower WTF.

At Seven Mile Beach/Middle WTF, the replacement parts for the secondary clarifier have been installed and start-up was completed. The primary clarifier is scheduled to be rebuilt prior to summer.

At Wildwood/Lower WTF, plant staff completed the removal of the existing component parts of both secondary clarifiers. Replacement of the parts is scheduled for summer.

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

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

MEMORANDUM

May 11, 2022

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a 125 horsepower motor. Cost savings are amplified further as the VFD allows the pump to operate at its peak performance even with different flows.

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

Currently, the Project Crew is finishing the electrical work for the installation of one small pump, motor, valving, and piping. One (1) of the two (2) new jib cranes which allows maintenance to be completed on the newly installed pumps/motors/valves has been installed. This jib crane will service pumps number one and two.



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

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

MEMORANDUM

May 11, 2022

Page 11

where there is air space in the pipe, the air release opens to allow air to fill the empty parts of the forcemain so a vacuum does not occur. If a vacuum were to occur, the forcemain could collapse or at least restrict the flow of the water in the forcemain.

An air release/collection system team has been developed to evaluate all of the air releases in the Authority. The team consists of staff from each plant and is being supervised by Ed Pisani, Wastewater Forman, Cape May. The team is gathered once every 2-weeks and they evaluate air releases to determine which parts need to be replaced (air releases, valving, piping). Currently this team has evaluated all the air releases in the Cape May Region, the air releases along Avalon Boulevard in the Seven Mile Region, and will move onto the air releases in the Wildwood Region next. Once the evaluations are completed, the replacement parts will be ordered and repairs will begin in the Fall when traffic volumes, and wastewater flows are lower.

The team successfully replaced two (2) air releases in Ocean City, which brings this system to a full working condition. The City of Ocean City was contacted in advance and approved the traffic control prior to work which allowed the CMCMUA to complete this work prior to summer. (See pictures below and on the following page.)



MEMORANDUM

May 11, 2022

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3.2 Repair and Maintenance Projects

Effluent Pump VFD Installation at Ocean City

Plant staff is working on replacing all of the old effluent pump VFDs with new VFDs that are standardized throughout the Authority. This replacement was prompted due to a failure of one of the old VFDs and the configuration of the existing VFD cabinet (all three (3) VFDs were in a single enclosure, so electrical blankets needed to be hung to separate the live equipment). The new VFDs are being installed in their own enclosures which provides a much safer environment when one needs to be worked on. (See pictures on the following page.)

MEMORANDUM

May 11, 2022

Page 13



Pump Station Motor and VFD Installations at Wildwood Lower

A rebuilt 125 HP motor and a new 125 HP VFD were installed at Spicer Avenue Pump Station due to both failing within a week of each other. A 60 HP VFD was installed at Oak Avenue to replace a recently failed drive.



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

Unaudited

Solid Waste Type	COMPARISON TO 2022 BUDGET					COMPARISON TO PREVIOUS YEAR								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Annual Budgeted Tons	April Budgeted Tons	April Actual Tons	Current vs. Budgeted Month Tons	Current vs. Budgeted Month %	Year to Date Budgeted Tons	Year to Date Actual Tons	YTD Actual vs. Budgeted Tons	YTD Actual vs. Budgeted %	Budgeted Tons	April 2022 vs April 2021 Actual Tons	April 2022 vs April 2021 %	YTD 2022 vs YTD 2021 Actual Tons	YTD 2022 vs YTD 2021 %
10 - Municipal	91,000	6,095	6,149	54	0.9%	19,941	20,966	1,025	5.1%	89,653	-658	-0.7%	-1,350	-1.5%
13 - Dry Bulky	4,200	339	610	271	79.3%	1,045	1,717	672	64.3%	4,200	157	3.7%	430	10.2%
13C - Construction														
B Demolition	58,500	5,573	8,204	2,631	47.2%	18,310	29,362	11,052	60.4%	58,500	-434	-0.7%	-2,162	-3.7%
23 - Vegetative	250	8	219	211	2637.5%	39	271	232	594.9%	250	195	78.0%	152	60.8%
25 - Animal and Food Processing	548	26	91	67	257.7%	151	339	188	124.5%	817	42	5.1%	113	13.8%
27 - Dry Industrial	500	65	97	32	49.2%	221	278	56	25.3%	500	-10	-2.0%	-34	-6.8%
27A - Albetos	629	59	51	-8	-13.6%	224	227	3	1.3%	629	-48	-7.6%	137	21.8%
Total	157,627	12,165	15,423	3,258	26.8%	39,932	53,160	13,228	33.1%	154,549	-761	-0.5%	-2,983	-1.9%
Recycling Type														
11SR - Tires	94	7	12	5	71.4%	28	50	22	78.6%	94	4	4.3%	13	13.8%
13TL - Overlized Tires	50	3	4	1	33.3%	7	11	4	57.1%	50	3	6.0%	7	14.0%
21BC - Bed Cleanout	2,000	382	500	118	30.0%	1,109	1,312	203	18.3%	1,000	99	9.9%	157	15.7%
23H - Brush, Branches	3,500	375	380	5	1.3%	1,290	1,219	-71	-5.5%	2,477	-147	-5.9%	37	1.5%
23C - Leaves & Grass	2,700	301	498	197	65.6%	705	1,384	679	96.3%	3,900	-3	-0.1%	150	3.8%
23R - Stumps	1,700	210	433	223	106.7%	650	2,431	1,781	274.0%	1,062	-171	-16.1%	919	86.6%
Total	10,044	1,278	1,827	549	43.0%	3,789	6,407	2,618	69.1%	8,583	-215	-2.5%	1,283	14.9%

Overall Tonnage to Date:

Waste and Recycling	167,671	13,443	17,250	3,807	28.3%	43,721	59,567	15,846	36.2%	163,132	-976	-0.6%	-1,700	-1.0%
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E: Solid Waste Admin@percivah.com

Revenue Through April 2022

Unaudited

COMPARISON TO 2022 BUDGET

COMPARISON TO PREVIOUS YEAR

Solid Waste Type	COMPARISON TO 2022 BUDGET					COMPARISON TO PREVIOUS YEAR								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Annual Budgeted Revenue	April Budgeted Revenue	April Actual Revenue	Current vs. Budgeted Month Revenue	Current vs. Budgeted Month %	Year to Date Budgeted Revenue	Year to Date Actual Revenue	YTD Actual vs. Budgeted Revenue	YTD Actual vs. Budgeted %	2021 Budgeted Revenue	April 2022 vs April 2021 Revenue	April 2022 vs April 2021 %	YTD 2022 vs YTD 2021 Revenue	YTD 2022 vs YTD 2021 %
10 - Municipal	\$7,436,280	\$487,236	\$491,674	\$4,318	0.9%	\$1,594,482	\$1,676,441	\$81,959	5.1%	\$3,219,196	-\$41,859	-1.3%	-\$72,687	-4.2%
13 - Dry Bulky	\$335,832	\$17,106	\$48,716	\$11,669	79.9%	\$83,558	\$137,291	\$53,733	64.3%		\$12,878	35.9%	\$36,416	36.1%
13C - Construction & Demolition	\$5,344,560	\$509,149	\$749,517	\$240,368	47.3%	\$1,672,802	\$2,682,512	\$1,009,711	60.4%	\$5,151,510	-\$11,145	-1.5%	-\$93,491	-3.4%
22 - Vegetative	\$19,990	\$640	\$17,511	\$16,872	263.5%	\$3,118	\$21,669	\$18,551	594.9%	\$19,595	\$15,630	81.0%	\$12,342	132.3%
25 - Animal and Food Processing	\$43,818	\$7,079	\$7,436	\$5,357	25.7%	\$12,074	\$27,106	\$15,032	124.5%	\$64,096	\$3,439	86.0%	\$9,391	53.0%
27 - Dry Industrial	\$38,150	\$4,960	\$7,401	\$2,442	49.2%	\$16,939	\$21,211	\$4,273	25.2%	\$37,395	-\$602	-7.5%	-\$2,133	-9.1%
27A - Asbestos	\$84,434	\$7,919	\$6,845	-\$1,074	-13.6%	\$30,965	\$30,466	\$403	1.3%	\$81,361	-\$5,961	-46.5%	-\$15,969	-34.4%
Total	\$13,303,054	\$1,039,209	\$1,329,161	\$289,932	27.8%	\$3,413,038	\$4,596,700	\$1,183,662	34.7%	\$12,710,095	-\$37,619	-2.0%	-\$126,118	-2.7%
Recycling Type														
135R - Tires	\$35,250	\$1,625	\$4,500	\$1,875	71.4%	\$10,500	\$18,750	\$8,250	78.6%	\$33,640	\$1,620	56.3%	\$5,430	40.0%
137L - Overcut Tires	\$21,250	\$1,275	\$1,700	\$425	33.3%	\$2,975	\$4,675	\$1,700	57.1%	\$30,500	\$1,290	314.6%	\$3,035	185.1%
23BC - Bed Clearance	\$74,000	\$14,134	\$18,500	\$4,366	30.9%	\$41,033	\$48,544	\$7,511	18.3%	\$36,000	\$4,064	16.7%	\$6,964	16.7%
23H - Brush, Branches	\$129,500	\$13,875	\$14,060	\$185	1.3%	\$47,330	\$45,103	-\$2,227	-5.5%	\$89,172	-\$4,912	-25.9%	\$2,551	6.0%
23C - Leaves & Grass	\$35,100	\$3,913	\$6,474	\$2,561	65.4%	\$9,165	\$17,992	\$8,827	96.3%	\$48,750	\$211	3.4%	\$1,567	16.0%
23S - Shumps	\$25,500	\$3,150	\$6,495	\$3,345	106.2%	\$9,750	\$16,465	\$6,715	274.0%	\$13,398	\$7,263	25.8%	\$10,541	66.3%
Total	\$328,600	\$38,972	\$51,729	\$12,757	32.7%	\$121,153	\$171,519	\$50,376	41.6%	\$243,661	\$10	0.0%	\$35,068	25.7%

Overall Revenue to Date:

Waste and Recycling	\$13,623,654	\$1,078,181	\$1,380,890	\$302,709	28.1%	\$3,534,191	\$4,768,229	\$1,234,038	34.9%	\$12,953,756	-\$27,609	-2.0%	-\$91,030	-1.9%
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Cape May County Municipal Utilities Authority

RESOLUTION NO. 62-22

RESOLUTION AUTHORIZING THE CONTINUATION OF A SHARED SERVICES AGREEMENT BETWEEN THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY AND THE ATLANTIC COUNTY UTILITIES AUTHORITY FOR THE DISPOSAL OF CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY SEWAGE SLUDGE UNDER RESOLUTION NO. 46-21

WHEREAS, on April 7, 2021, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 46-21 authorizing a Shared Services Agreement between the Cape May County Municipal Utilities Authority and the Atlantic County Utilities Authority for the Disposal of Cape May County Municipal Utilities Authority Sewage Sludge ("Contract"); and,

WHEREAS, said Contract contains an option provision which would permit the CMCMUA and the Atlantic County Utilities Authority ("ACUA") to automatically extend the Contract for four (4) periods of one (1) year at an increase in cost not greater than the percentage increase in the Consumer Price Index ("CPI"), as defined in the Contract; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the Authority is desirous of executing a one (1) year extension of the Contract from May 1, 2022 through April 30, 2023 with the ACUA at a cost increase of 6.60% per cubic yard from the May 1, 2021 through April 30, 2022 rate schedule; and,

WHEREAS, compensation to ACUA under the continuation of said Contract authorized by this Resolution will be for a total not-to-exceed amount of \$900,000.00 based on the price per cubic yard per percent Total Solids category as stated in the April 5, 2022 correspondence from the ACUA; and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for the Shared Services Agreement between the Cape May County Municipal Utilities Authority and the Atlantic County Utilities Authority for the disposal of Cape May County Utilities Authority Sewage Sludge is extended through April 30, 2023 and shall not exceed \$900,000.00, subject to Year 2022 and Year 2023 Wastewater Management Programs Budget appropriations.
3. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement Between the Atlantic County Utilities Authority and the Cape May County Municipal Utilities Authority for the Disposal of Cape May County Municipal Utilities Authority Sludge", in substantially the same form as currently on file with the Authority's Office Manager, with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.
4. The Authority's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount for the Shared Services Agreement between the Cape May County Municipal Utilities Authority and the Atlantic County Utilities Authority for the disposal of Cape May County Municipal Utilities Authority Sewage Sludge 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 \$900,000.00.

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


I hereby certify the foregoing to be a true and correct copy of Resolution No. 62-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18th day of May 2022.

Assistant Corporate Secretary

MEMORANDUM

May 6, 2022

TO: Mr. Joseph V. Rizzuto, Executive Director

FROM: Joshua Palombo, Wastewater Program Manager 

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

In 2016, the Authority completed a Long Term Comprehensive Biosolids Management Plan ("Plan"). The plan explored many sludge disposal alternatives and determined what alternatives were viable for the Authority's current and future sludge disposal needs. Upon the completion of the Plan, it was determined that a long-term agreement with the Atlantic County Utilities Authority ("ACUA") to utilize their incinerator to dispose of most of the Authority's sludge was the most viable option. Meanwhile, the Authority continues to monitor the market for sludge disposal options to ensure that this sludge disposal option was still the most viable.

Resolution No. 46-21 authorized the attached Shared Services Agreement between the Authority and the ACUA for the disposal of the Authority's sludge. The Shared Services Agreement is for one (1) year, with four (4) one (1) year renewal options. The Authority is currently in year one (1) of the agreement which is set to expire on April 30, 2022.

In accordance with Section 2 of the Shared Services Agreement, "The Agreement shall automatically extend for four (4) periods of one (1) year at an increased in cost not greater than the percentage increase in the CPI." The Agreement defines CPI as "the consumer price index data available from the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers for the Philadelphia SMSA, for the proceeding twelve (12) month period ending December."

In a letter dated April 5, 2022, the ACUA notified the Authority that sludge disposal costs will increase 6.60% from the 2021 price structure. Please see the attached letter from the ACUA and data from the Bureau of Labor Statistics as documentation for the increase. This increase translates into the following upcoming price structure for the period of May 1, 2022 through April 30, 2023:

\$47.01 per cubic yard for all dewatered sewage sludge > 24% total solids
\$60.14 per cubic yard for all dewatered sewage sludge 20 – 24% total solids
\$70.94 per cubic yard for all dewatered sewage sludge 18 – 20% total solids
\$83.38 per cubic yard for all dewatered sewage sludge 16 – 18% total solids
\$127.13 per cubic yard for all dewatered sewage sludge <16% total solids

MEMORANDUM

May 6, 2022

Typically, the Authority produces a product in the \$47.01 per cubic yard range. This price is significantly better than the ACUA's advertised gate price of \$49.11 per cubic yard rate. The reduced rate was offered because of the Authority's guarantee to routinely send eight (8) dry tons per day to the ACUA for the duration of the Agreement. It should be noted that \$47.01 per cubic yard equates to \$73.45 per wet ton for disposal as compared to the \$138.33 per wet ton price supplied by Denali in Contract SER-30-21 for transportation and disposal.

It is anticipated that approximately \$900,000.00 will be required for the ACUA sludge disposal services for this year of this Agreement. All funds required for this operation were anticipated and budgeted for in the Wastewater Annual Operating Budget.

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

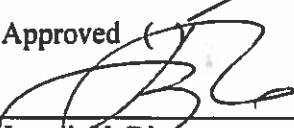
Concurrence:



Kevin McGahey, QPA

05-11-2022

Date

Approved 

Joseph V. Rizzuto
Executive Director

05/09/22

Date

JP:amm

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

MEMORANDUM
May 6, 2022

Mid-Atlantic Information Office

Search Mid-Atlantic Reg Go

Consumer Price Index Historical Tables for Philadelphia-Camden-Wilmington, PA-NJ-DE-MD

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U)

ALL ITEMS (1982-84=100)	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2012		235.857		237.782		237.403		239.357		240.537		238.492
2013		240.137		240.345		240.990		242.128		241.141		241.383
2014		242.584		243.694		243.247		245.303		244.948		242.912
2015		242.424		243.717		243.673		244.519		243.697		242.356
2016		243.132		245.300		245.980		245.386		246.952		246.591
2017		248.345		248.411		247.713		248.919		248.956		248.617
2018		249.567		251.850		252.386		253.085		253.040		251.148
2019		253.218		256.528		257.709		258.877		257.966		257.194
2020		259.694		256.353		257.983		259.965		259.979		259.991
2021		262.167		265.355		270.499		272.044		274.647		277.163
2022		281.402										
Percent change from 12 months ago												
2012		2.2		2.0		1.3		1.4		2.2		1.6
2013		1.8		1.1		1.5		1.1		0.3		1.2
2014		1.0		1.4		1.8		1.8		1.6		0.6
2015		-0.1		0.0		0.2		-0.3		-0.5		-0.2
2016		0.3		0.8		0.1		0.4		1.3		1.7
2017		2.1		1.3		0.1		1.4		0.8		0.8
2018		0.5		1.4		1.9		1.7		1.6		1.0
2019		1.5		1.9		2.1		2.3		1.9		2.4
2020		2.6		-0.1		0.1		0.4		0.8		1.1
2021		1.0		3.5		4.9		4.6		5.6		6.6
2022		7.3										

$$277.163 - 259.991 = 17.172$$

$$(17.172/259.991) * 100 = 6.60\%$$



Atlantic County Utilities Authority

P.O. Box 996 • Pleasantville, NJ 08232-0996

Street Address: 6700 Dellalah Rd., Egg Harbor Twp., NJ 08234-5623

609.272.6950 • acua.com

RECEIVED

MAY 02 2022

CMCMUA

April 5, 2022

Mr. Joseph V. Rizzuto, Exec. Director
Cape May County Municipal Utilities Authority
PO Box 610
Cape May Court House, NJ 08210

Re: Sludge Disposal Fees 2022

Top
Dear Mr. Rizzuto,

In accordance with your contract with the Atlantic County Utilities Authority for sludge disposal, the contract costs will increase 6.60% based on the annual increase in the CPI-U of the Philadelphia SMSA for December 2021. Effective May 1, 2022, the sludge disposal fees will be as follows:

- Sludge Cake =>24.1% Total Solids = \$47.01 per Cubic Yd.
- Sludge Cake 20.1 to 24% Total Solids=\$60.14 per Cubic Yd.
- Sludge Cake 18.1 to 20% Total Solids= \$70.94 per Cubic Yd.
- Sludge Cake 16.0-18% Total Solids = \$83.38 per Cubic Yd.
- Sludge Cake <16% total Solids = \$127.13 per Cubic Yd.

We look forward to continuing to serve your agency. If you should you have any questions, please contact me at 609-272-6950.

Sincerely,

ATLANTIC COUNTY UTILITIES AUTHORITY

Richard S. Dovey
Richard S. Dovey
President

Cc: Joseph C. Pantalone, Vice-President/Wastewater
Tanya Tartaglio, Business Manager

*cc: JVR
JP
RPD
Kwm
Amm - original*

The Atlantic County Utilities Authority is responsible for enhancing the quality of life through the protection of waters and lands from pollution by providing responsible waste management services. The Authority is an environmental leader and will continue to use new technologies, innovations and employee ideas to provide the highest quality and most cost effective environmental services.

Cape May County Municipal Utilities Authority

RESOLUTION NO. 63-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT CHEM-07-22 – FURNISH AND DELIVER EMULSION POLYMER TO VARIOUS CMCMUA WASTEWATER TREATMENT FACILITIES TO GEORGE S. COYNE CHEMICAL CO., INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract CHEM-07-22 – Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater Treatment Facilities ("Contract", Parts 1 through 3) and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received three (3) bids in accordance with the public advertisement for the Contract and publicly opened said bids on May 5, 2022; and,

WHEREAS, during review of the bid submitted by the apparent low bidder for Parts 1, 2 and 3, it was determined that George S. Coyne Chemical Co., Inc. is the lowest qualified bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement; and,

WHEREAS, the Authority's General Legal Counsel has reviewed the bid submitted by George S. Coyne Chemical Co., Inc. and has opined, after researching the applicable law, that their bid complied with the Bid Specifications for Parts 1, 2 and 3 of said Contract; and,

WHEREAS, the Authority's Wastewater Engineer has further reviewed the bids and has made a recommendation for award of Parts 1, 2 and 3 of said Contract to George S. Coyne Chemical Co., Inc.; and,

Part 1: Wildwood/Lower
Zetag 8848FS; and,

Part 2: Seven Mile Beach/Middle
Zetag 8848FS; and,

Part 3: Ocean City
Zetag 8848FS; and,

WHEREAS, the Authority's Purchasing Agent, Wastewater Program Manager, Chief Financial Officer and Executive Director concur with said recommendation; and,

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that George S. Coyne Chemical Co., Inc., 3015 State Road, Croydon, PA 19021, is the lowest qualified bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract CHEM-07-22 Part 1 in the not-to-exceed amount of \$81,461.40, Part 2 in the not-to-exceed amount of \$53,127.00 and Part 3 in the not-to-exceed of \$58,439.70; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.

2. Part 1 of Contract CHEM-07-22 is hereby awarded to George S. Coyne Chemical Co., Inc. for a total not-to-exceed amount of \$81,461.40.
3. Part 2 of Contract CHEM-07-22 is hereby awarded to George S. Coyne Chemical Co., Inc. for a total not-to-exceed amount of \$53,127.00.
4. Part 3 of Contract CHEM-07-22 is hereby awarded to George S. Coyne Chemical Co., Inc. for a total not-to-exceed amount of \$58,439.70.
5. The term of this Contract is one (1) year from execution of the Contract by all parties, with an option to renew for two (2), one (1) year periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
6. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater Treatment Facilities under Contract CHEM-07-22 Parts 1, 2 and 3 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed Part 1 \$81,461.40, Part 2 \$53,127.00 and Part 3 \$58,439.70.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns						
Ms. Callinan						
Mr. Groon						
Mr. McMahon						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. 63-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18th day of May 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Emulsion Polymer to Various CMCMA Wastewater Treatment Facilities
Purpose and Scope of Contract: The scope of this Contract, which will have three (3) Parts, is for the supply and delivery of emulsion polymer (micron-sized polymer gels emulsified in a 30% hydrocarbon oil) to the Wildwood/Lower, Seven Mile Beach/Middle, and Ocean City Wastewater Treatment Facilities. This polymer will be used in the dewatering of thickened raw primary and secondary (RBC Process) sludge (3%-5% dry solids) using rotary filter presses.

PROCUREMENT INFORMATION

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

Contract Number: CHEM-07-22 **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:

Engineer's Estimate: Part 1 – Wildwood/Lower: \$180,000; Part 2 – Seven Mile Beach/Middle: \$180,000; Part 3 – Ocean City: \$160,000

Advertisement Date: April 14, 2022 **Opening Date:** May 5, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: George S. Coyne Chemical Co., Inc. **Address:** 3015 State Road
 Croydon, PA 19021-6997


BUDGET INFORMATION


Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: Part 1 – Wildwood/Lower: \$81,461.40, Part 2 – Seven Mile Beach/Middle: \$53,127.00 and Part 3 – Ocean City: \$58,439.70

Contract Spending Previous Contract Year: N/A

 _____ / 05-11-2022 _____ / 5/9/22
 Kevin W. McGahey, Purchasing Agent Date Joshua Palombo, Wastewater Program Manager Date

 _____ / 5/11/22 _____ / 05/29/22
 Robert P. Donato, Chief Financial Officer Date Joseph V. Rizzuto, Executive Director Date

ENGINEER'S ESTIMATE:		OPENING DATE:	
\$520,000.00		THURSDAY, MAY 6, 2022 @ 2:00 P.M.	
CONTRACT NUMBER AND TITLE:			
CHEM-07-22 Furnish and Deliver Emulsion Polymer to the Various CMC/MUA Wastewater Treatment Facilities			
ITEM	DESCRIPTION	QUANTITY	TOTAL PRICE
Part 1	Wildwood/Lower	5,000	\$ 81,461.40
POLYMER NAME:		ZETAG 8848FS	
Part 2	SEVEN MILE/MIDDLE	5,000	\$ 53,127.00
POLYMER NAME:		ZETAG 8848FS	
Part 3	OCEAN CITY	3,000	\$ 58,439.70
POLYMER NAME:		ZETAG 8848FS	
TOTAL AMOUNT BID			\$ 193,028.10
BIDDER'S CHECKLIST		Required	
STATEMENT OF OWNERSHIP DISCLOSURE		x	yes
NON-COLLUSION AFFIDAVIT		x	yes
BIDDER'S EXPERIENCE/REFERENCES		x	yes
ADDITIONAL BIDDERS QUALIFICATIONS		x	yes
PROPOSAL FORM(S)		x	yes
ADDENDA ACKNOWLEDGEMENT		x	yes
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN			yes
SDS (Safety Data Sheets)			yes
N.J. BUSINESS REGISTRATION CERTIFICATE			yes
IRS FORM W-9			yes
INSURANCE CERTIFICATE(S)			no
MANDATORY AFFIRMATIVE ACTION			no

		George S. Coyne Chemical Co., Inc.			Solenis LLC*			Polydyna Inc.			
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	DOSAGE	TOTAL PRICE	UNIT PRICE	DOSAGE	TOTAL PRICE	UNIT PRICE	DOSAGE	TOTAL PRICE
Part 1	Wildwood/Lower	5,000	1.7709	9.2	\$ 81,461.40	1.75	20.0	\$ 175,000.00	1.70	15.70	\$ 133,450.00
POLYMER NAME:			ZETAG 8848FS				ZETAG 8849			Clarifloc NE-2438	
Part 2	SEVEN MILE/MIDDLE	5,000	1.7709	6.0	\$ 53,127.00	1.75	10.0	\$ 87,500.00	1.70	22.70	\$ 192,950.00
POLYMER NAME:			ZETAG 8848FS				ZETAG 8849			Clarifloc NE-2438	
Part 3	OCEAN CITY	3,000	1.7709	11.0	\$ 58,439.70	1.75	15.0	\$ 78,750.00	1.70	20.20	\$ 103,020.00
POLYMER NAME:			ZETAG 8848FS				ZETAG 8849			Clarifloc NE-2438	
TOTAL AMOUNT BID					\$ 193,028.10			341,250.00			\$ 429,420.00
BIDDER'S CHECKLIST		Required	Provided			Provided			Provided		
STATEMENT OF OWNERSHIP DISCLOSURE		x	yes			yes			yes		
NON-COLLUSION AFFIDAVIT		x	yes			yes			yes		
BIDDER'S EXPERIENCE/REFERENCES		x	yes			yes			yes		
ADDITIONAL BIDDERS QUALIFICATIONS		x	yes			yes			yes		
PROPOSAL FORM(S)		x	yes			yes			yes		
ADDENDA ACKNOWLEDGEMENT		x	yes			yes			yes		
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN			yes			yes			yes		
SDS (Safety Data Sheets)			yes			yes			yes		
N.J. BUSINESS REGISTRATION CERTIFICATE			yes			yes			yes		
IRS FORM W-9			yes			yes			yes		
INSURANCE CERTIFICATE(S)			no			no			yes		CMCMUA named as certificate holder
MANDATORY AFFIRMATIVE ACTION			no			yes	15-Nov-2024		yes	15-Aug-2023	
						* EXCEPTIONS Taken: Insurance - claims made basis; Delivery Lead Time - 15 Days (Spec calls for 5 days)					

WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †
Daniel H. Long †±
Christopher F. Long †
0

John A. Moustakas †
0

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

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

May 11, 2022

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

**RE: Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater
Treatment Facilities
CHEM-07-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submissions with respect to the Contract to Furnish and Deliver Emulsion Polymer to Various Cape May County Municipal Utilities Authority ("CMGMUA" and/or "Authority") Wastewater Treatment Facilities. The CMCMUA received three (3) bids for the various Parts of the Contract. The bids were submitted on Thursday, May 5, 2022, at 2:00 p.m. as follows:

Part 1: Wildwood/Lower

VENDOR

1. George S. Coyne Chemical Co., Inc.
2. Polydyne, Inc.
3. Solenis, LLC

TOTAL BID AMOUNT

\$81,461.40
\$133,450.00
\$175,000.00

Part 2: Seven Mile/Middle

VENDOR

1. George S. Coyne Chemical Co., Inc.

TOTAL BID AMOUNT

\$53,127.00

RE: Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater Treatment Facilities
CHEM-07-22

2. Solenis, LLC	\$87,500.00
3. Polydyne, Inc.	\$192,950.00

Part 3: Ocean City

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. George S. Coyne Chemical Co., Inc.	\$58,439.70
2. Solenis, LLC	\$78,750.00
3. Polydyne, Inc.	\$103,020.00

II. FACTUAL ANALYSIS

The bid specifications sought bids to secure a vendor to supply emulsion polymer that is compatible with, and applicable to, existing Authority operating procedures for a period of twelve (12) months. See Bid Specifications, Section IV(1.1) – Technical Specifications, Intent of Bid. The vendor shall be required to provide five (5) days of technical assistance during the contract period at no additional cost to the CMCMUA. See Bid Specifications, Section IV(1.2) – Technical Specifications, Technical Assistance. All quantities listed in the bid are estimated amounts only. See Bid Specifications, Section IV(1.5) – Technical Specifications, Quantity. The specifications finally provide that the Authority intends to award three (3) contracts resulting in the most cost-effective polymer to the Authority. See Bid Specifications, Section III(3) – Specific Instructions, Contract Award.

The apparent low bid for Parts 1-3 was submitted by George S. Coyne Chemical Co., Inc. (“Coyne”). Upon review of the bid submitted by Coyne it was uncovered that the bidder did not submit affirmative action information or insurance information within their original bid package. However, the bid specifications provide that the affirmative action information must be submitted prior to the execution of an agreement and insurance certificates must be submitted before performing any work under the contract. See Bid Specifications, Section II(6) – General Instructions to Bidders, Mandatory Affirmative Action Certification; See Bid Specifications, Section III(5) – Specific Instructions, Insurance Requirement. As such, the fact that Coyne did not submit affirmative action information or insurance information within their original bid package is not a defect within the bid.

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,

**RE: Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater
Treatment Facilities
CHEM-07-22**

and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. Sevell v. New Jersey Highway Authority, 329 N.J.Super. 580, 584 (App.Div.2000).

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

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

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

**RE: Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater Treatment Facilities
CHEM-07-22**

that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

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

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

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

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

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

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

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

1. Part 1

**RE: Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater
Treatment Facilities
CHEM-07-22**

The Authority received three (3) bids for this part of the contract. The apparent low bid was submitted by Coyne. As outlined above, the bidder complied with the specifications from a legal perspective and no apparent defects were uncovered within their bid.

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Bidder's Experience/References;
5. Additional Bidder's Qualifications;
6. Proposal;
7. Acknowledgment of Receipt of Addenda;
8. Disclosure of Investment Activities in Iran Form;
9. New Jersey Business Registration Certificate;
10. IRS Form W-9;
11. Safety Data Sheets.

The bid submitted by Coyne is in the appropriate form for Part 1. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for Part 1 of CHEM-07-22 be awarded to Coyne.

2. Part 2

The Authority received three (3) bids for this part of the contract. The apparent low bid was submitted by Coyne. Once again, the bidder complied with the specifications from a legal perspective and no apparent defects were uncovered within their bid.

As outlined above, I have examined all documents submitted by Coyne and their bid is in the appropriate form for Part 2. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for Part 2 of CHEM-07-22 be awarded to Coyne.

3. Part 3

The Authority received three (3) bids for this part of the contract. The apparent low bid was submitted by Coyne. Once again, the bidder complied with the specifications from a legal perspective and no apparent defects were uncovered within their bid.

As outlined above, I have examined all documents submitted by Coyne and their bid is in the appropriate form for Part 3. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for Part 3 of CHEM-07-22 be awarded to Coyne.

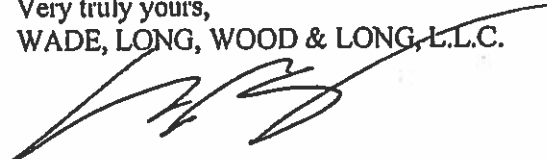
IV. CONCLUSION

Joseph V. Rizzuto
Executive Director
May 11, 2022
Page 6

**RE: Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater
Treatment Facilities
CHEM-07-22**

After researching the applicable law, reviewing the contract specifications and reviewing the response submitted for all Parts with respect to the bid submissions for the contract to Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater Treatment Facilities, it is my legal opinion that the lowest responsible bidder for Parts 1-3 is Coyne. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contracts, subject to staff concurrence and the availability of funds. If you have any questions or require any further clarification, please do not hesitate to contact me.

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



By: Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 64-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SER-24-22 – LOADING, HAULING AND DISPOSAL OF SEWAGE SLUDGE FROM THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY WASTEWATER TREATMENT FACILITIES TO CAPRIONI FAMILY SEPTIC, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SER-24-22 – Loading, Hauling and Disposal of Sewage Sludge from the Cape May County Municipal Utilities Authority Wastewater Treatment Facilities ("Contract", Parts A through D) and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bid on May 3, 2022; and,

WHEREAS, the Authority's Wastewater Program Manager has reviewed the bid submitted by the sole bidder, Caprioni Family Septic, Inc., and has determined it as a responsive bid in accordance with the Bid Specifications and Advertisement for said Contract; and,

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

WHEREAS, the Authority's Wastewater Program Manager, with the concurrence of the Authority's Purchasing Agent, Chief Financial Officer and Executive Director have recommended award of Parts A, B, C, and D under SER-24-22 to Caprioni Family Septic, Inc., as follows:

Contract SER-24A-22 - Loading and Hauling an estimated 2,370,000 gallons of sewage sludge from the Cape May Wastewater Treatment Facility to the Wildwood/Lower Wastewater Treatment Facility on non-holidays, Monday through Friday, for a unit price of \$0.0485 per gallon; and Loading and Hauling an estimated 1,000,000 gallons of sewage sludge from the Cape May Wastewater Treatment Facility to the Seven Mile Beach/Middle Wastewater Treatment Facility on non-holidays, Monday through Friday, for a unit price of \$0.0485 per gallon, all for a total not-to-exceed amount of \$163,445.00; and,

Contract SER-24B-22 - Loading and Hauling an estimated 2,440,000 gallons of sewage sludge from the Ocean City Wastewater Treatment Facility to the Seven Mile Beach/Middle Wastewater Treatment Facility on non-holidays, Monday through Friday, for a unit price of \$0.0485 per gallon; Loading and Hauling an estimated 300,000 gallons of sewage sludge from the Ocean City Wastewater Treatment Facility to the Seven Mile Beach/Middle Wastewater Treatment Facility on holidays and/or weekends for a unit price of \$0.0495 per gallon; and Loading and Hauling an estimated 600,000 gallons of sewage sludge from the Ocean City Wastewater Treatment Facility to the Wildwood/Lower Wastewater Treatment Facility on non-holidays, Monday through Friday, for a unit price of \$0.0485 per gallon, all for a total not-to-exceed amount of \$162,290.00; and,

Contract SER-24C-22 – Loading and Hauling an estimated 500,000 gallons of sewage sludge between the Seven Mile Beach/Middle Wastewater Treatment Facility and the Wildwood/Lower Wastewater Treatment Facility for a unit price of \$0.0485 per gallon, for a total not-to-exceed amount of \$24,250.00; and,

Contract SER-24D-22 - Loading, Hauling and Disposal an estimated 1,000,000 gallons of sewage sludge from any of the Authority's four (4) Regional Wastewater Treatment Facilities on non-holidays, Monday through Friday, for a unit price of \$0.0995 per gallon; and Loading, Hauling and Disposal an estimated 120,000 gallons of sewage sludge from any of the Authority's four (4) Regional Wastewater Treatment Facilities on a holiday and/or weekend for a unit price of \$0.1095 per gallon, all for a total not-to-exceed amount of \$112,640.00.

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

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

1. The WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Part A of Contract SER-24-22 is hereby awarded to Caprioni Family Septic, Inc. for a total not-to-exceed amount of \$163,445.00.
3. Part B of Contract SER-24-22 is hereby awarded to Caprioni Family Septic, Inc. for a total not-to-exceed amount of \$162,290.00.
4. Part C of Contract SER-24,22 is hereby awarded to Caprioni Family Septic, Inc. for a total not-to-exceed amount of \$24,250.00.
5. Part D of Contract SER-24-22 is hereby awarded to Caprioni Family Septic, Inc. for a total not-to-exceed amount of \$112,640.00.
6. The term of this Contract is one (1) year from execution, with an option to renew for two (2) additional one (1) year periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
7. The Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contracts.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount for Loading, Hauling and Disposal of Sewage Sludge from the Cape May County Municipal Utilities Authority's Wastewater Treatment Facilities under Contract SER-24-22 (Parts A, B, C and D) shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed Part A \$163,445.00, Part B \$162,290.00, Part C \$24,250.00 and Part D \$112,640.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 64-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18th day of May 2022.

Assistant Corporate Secretary

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CONTRACT FACT SHEET

PROJECT INFORMATION

Project Name: Loading, Hauling and Disposal of Sewage Sludge for the Cape May County Municipal Utilities Authority Wastewater Treatment Facilities

Purpose and Scope of Contract: The work to be performed under each Part (A-D) of this Contract includes the furnishing of all labor, materials, equipment, facilities, tools, transportation, supervision, lands, and all things necessary to complete all operations required to load, haul, and dispose of sludge from any of the four (4) Regional Wastewater Treatment Facilities (WTF). Part A: Loading and hauling of liquid sludge from the Cape May Regional WTF to the Wildwood/Lower Regional WTF; Part B: Loading and hauling of liquid sludge from the Ocean City Regional WTF to the Seven Mile Beach/Middle Regional WTF; Part C: Loading and hauling of liquid sludge between Wildwood/Lower Regional WTF and Seven Mile Beach/Middle Regional WTF; Part D: Loading, hauling and disposal of sludge from any of the CMCMUA's Regional WTF's to an authorized facility.

PROCUREMENT INFORMATION

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

Contract Number: SER-24-22
Parts A, B, C, D

Term of Contract: One (1) Year

Option to Renew: No
 Yes: Two (2) -
One (1) year renewal options

Bld Guarantee: No Yes

Consent of Surety: No Yes

Liquidated Damages: No
 Yes: ,Basls:

Engineer's Estimate: \$450,000.00

Advertisement Date: April 13, 2022

Opening Date: May 3, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Caproni Family Septic, Inc.

Address: 188 Head of the River Road
Belleplain, NJ 08270

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

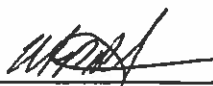
Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: Part A: \$163,445.00; Part B: \$162,290.00; Part C: \$24,250.00; Part D: \$112,640.00

Contract Spending Previous Contract Year: Part A: \$57,339.22; Part B: \$2,157.28; Part C: \$ 0; Part D: \$0

 _____ / 05-11-2022 _____ / 5/9/22
Kevin W. McGahey, Purchasing Agent Date Joshua Palombo, Wastewater Program Manager Date

 _____ / 5/11/2022 _____ / 05/09/22
Robert P. Donato, Chief Financial Officer Date Joseph V. Rizzuto, Executive Director Date

ENGINEER'S ESTIMATE	OPENING DATE	CONTRACT NUMBER AND TITLE	QUANTITY	UNIT PRICE	EXT. PRICE
\$460,000.00	TUESDAY, MAY 3, 2022 @ 2:00 P.M.	SER-24-22 LOADING, HAULING AND DISPOSAL OF SEWAGE SLUDGE FROM THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY WASTEWATER TREATMENT FACILITIES			
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	
	SER-24A-22				
A.1	LOADING AND HAULING OF LIQUID SLUDGE FROM THE CAPE MAY REGIONAL WTF TO THE WILDWOODLOWER WTF - NON-HOLIDAY - MONDAY THROUGH FRIDAY	2,370,000	0.0485	114,945.00	
A.2	LOADING AND HAULING OF LIQUID SLUDGE FROM THE CAPE MAY REGIONAL WTF TO THE SEVEN MILE /MIDDLEWTF - NON-HOLIDAY - MONDAY THROUGH FRIDAY	1,000,000	0.0485	48,500.00	
	TOTAL AMOUNT BID (ITEM A.1 PLUS A.2)			163,445.00	
	SER-24B-22				
B.1	LOADING AND HAULING OF LIQUID SLUDGE FROM THE OCEAN CITY WTF TO THE SEVEN MILE/MIDDLE WTF - NON-HOLIDAY - MONDAY THROUGH FRIDAY	2,440,000	0.0465	119,340.00	
B.2	LOADING AND HAULING OF LIQUID SLUDGE FROM THE OCEAN CITY WTF TO THE SEVEN MILE/MIDDLE WTF - HOLIDAYS AND/OR WEEKENDS	300,000	0.0495	14,850.00	
B.3	LOADING AND HAULING OF LIQUID SLUDGE FROM THE OCEAN CITY WTF TO THE WILDWOODLOWER WTF - NON-HOLIDAY - NON-WEEKEND	600,000	0.0465	29,100.00	
	TOTAL AMOUNT BID (ITEM B.1 PLUS B.2 PLUS B.3)			162,290.00	
	SER-24C-22				
C.1	LOADING AND HAULING OF LIQUID SLUDGE BETWEEN SEVEN MILE/MIDDLE WTF AND WILDWOODLOWER WTF, NON-HOLIDAY/NON-WEEKEND	500,000	0.0465	24,250.00	
	TOTAL AMOUNT BID (ITEM C.1)			24,250.00	
	SER-24D-22				
D.1	LOADING, HAULING AND DISPOSAL OF SLUDGE FROM ANY WTF - NON-HOLIDAY - MONDAY THROUGH FRIDAY	1,000,000	0.0995	99,500.00	
D.2	LOADING, HAULING AND DISPOSAL OF SLUDGE FROM ANY WTF - HOLIDAYS OR WEEKENDS	120,000	0.1095	13,140.00	
	TOTAL AMOUNT BID (D.1 PLUS D.2)			112,640.00	
	TOTAL AMOUNT BID (ITEM'S A, B, C and D)			462,625.00	
	DESCRIPTION	Required	Provided	Provided	Provided
	BIDDER'S CHECKLIST	x	yes		
	STATEMENT OF OWNERSHIP DISCLOSURE	x	yes		
	NON-COLLUSION AFFIDAVIT	x	yes		
	PROPOSAL FORM(S)	x	yes		
	ADDENDA ACKNOWLEDGEMENT	x	yes		
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		yes		
	N.J. BUSINESS REGISTRATION		yes	valid	
	IRS FORM W-9		yes		
	INSURANCE CERTIFICATE(S)		no		
	MANDATORY AFFIRMATIVE ACTION		yes	15-Apr-2028	

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
	SER-24A-22									
	SER-24B-22									
	SER-24C-22									
	SER-24D-22									

Capritoni Family Septic, Inc.

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

May 10, 2022

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

RE: Loading, Hauling and Disposal of Sewage Sludge from the Cape May County
Municipal Utilities Authority Wastewater Treatment Facilities
SER-24-22

Dear Mr. Rizzuto:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submission with respect to the Contract for the Loading, Hauling and Disposal of Sewage Sludge from the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") Wastewater Treatment Facilities. The CMCMUA received one (1) bid for the various Parts of the Contract. The sole bid was submitted on Tuesday, May 3, 2022, at 2:00 p.m. as follows:

SER-24A-22

VENDOR

I. Caprioni Family Septic, Inc.

TOTAL BID AMOUNT

\$163,445.00

SER-24B-22

VENDOR

I. Caprioni Family Septic, Inc.

TOTAL BID AMOUNT

\$162,290.00

**RE: Loading, Hauling and Disposal of Sewage Sludge from the Cape May County
Municipal Utilities Authority Wastewater Treatment Facilities
SER-24-22**

SER-24C-22

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. Caprioni Family Septic, Inc.	\$24,250.00

SER-24D-22

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. Caprioni Family Septic, Inc.	\$112,640.00

II. FACTUAL ANALYSIS

The bid specifications sought bids to provide the furnishing of all labor, materials, equipment, facilities, tools, transportation, supervision, lands, and all things necessary to complete all operations required to load, haul, and dispose of sludge from any of the four (4) Regional Wastewater Treatment Facilities ("WTF"). See Bid Specifications, Section IV(1.0) – Technical Specifications, Scope of Work. The specifications provide that the Authority intends to award a single contract to the responsible bidder who submits the lowest total dollar amount bid for each Part (A-D). See Bid Specifications, Section III(8) – Specific Instructions, Contract Duration.

The apparent low bid for Parts A-D was submitted by Caprioni Family Septic, Inc. ("Caprioni"). Upon review of the bid submitted by Caprioni it was uncovered that the bidder did not submit insurance information within their original bid package. However, the bid specifications provide that insurance certificates must be submitted to the Authority prior to the execution of an agreement. See Bid Specifications, Section III(5) – Specific Instructions, Insurance Requirement. As such, the fact that Caprioni did not submit insurance information within their original bid package is not a defect within the bid.

The bid was further reviewed from a technical perspective by Mr. Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following his review, via correspondence dated May 4, 2022, Mr. Palombo opined that the bid submitted by Caprioni meets the technical specifications and thereafter recommended the award of all parts of the contract to Caprioni.

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).

**RE: Loading, Hauling and Disposal of Sewage Sludge from the Cape May County
Municipal Utilities Authority Wastewater Treatment Facilities
SER-24-22**

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

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

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

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

**RE: Loading, Hauling and Disposal of Sewage Sludge from the Cape May County
Municipal Utilities Authority Wastewater Treatment Facilities
SER-24-22**

time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

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

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

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

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

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

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

Considering the aforementioned, my legal analysis of the four (4) parts of this contract is as follows:

A. SER-24A-22

**RE: Loading, Hauling and Disposal of Sewage Sludge from the Cape May County
Municipal Utilities Authority Wastewater Treatment Facilities
SER-24-22**

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

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Acknowledgment of Receipt of Addenda;
5. Disclosure of Investment Activities in Iran Form;
6. New Jersey Business Registration Certificate;
7. IRS Form W-9;
8. Certificate of Employee Information Report;
9. Proposal.

The bid submitted by Caprioni is in the appropriate form for Part A. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for SER-24A-22 be awarded to Caprioni.

B. SER-24B-22

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

As outlined above, I have examined all documents submitted by Caprioni and their bid is in the appropriate form for Part B. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for SER-24B-22 be awarded to Caprioni.

C. SER-24C-22

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

As outlined above, I have examined all documents submitted by Caprioni and their bid is in the appropriate form for Part C. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for SER-24C-22 be awarded to Caprioni.

D. SER-24D-22

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

Joseph V. Rizzuto
Executive Director
May 10, 2022
Page 6

**RE: Loading, Hauling and Disposal of Sewage Sludge from the Cape May County
Municipal Utilities Authority Wastewater Treatment Facilities
SER-24-22**

As outlined above, I have examined all documents submitted by Caprioni and their bid is in the appropriate form for Part D. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for SER-24D-22 be awarded to Caprioni.

IV. CONCLUSION

After researching the applicable law, reviewing the contract specifications and reviewing the response submitted for all Parts with respect to the bid submission for the contract for the Loading, Hauling and Disposal of Sewage Sludge from the Cape May County Municipal Utilities Authority Wastewater Treatment Facilities, it is my legal opinion that the lowest responsible bidder for Parts A-D is Caprioni. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contracts, subject to staff concurrence and the availability of funds. If you have any questions or require any further clarification, please do not hesitate to contact me.

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



By: Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 65-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SW-EQUIP-22-22 FURNISH AND DELIVER OEM REPLACEMENT PARTS AND REPAIR SERVICES FOR HOGZILLA INDUSTRIAL TUB GRINDER TO C.W. MILL EQUIPMENT CO., INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SW-EQUIP-22-22 – Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla Industrial Tub Grinder ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bid on April 21, 2022; and,

WHEREAS, the Authority's Solid Waste Program Manager has reviewed the bid submitted by the sole bidder, C.W. Mill Equipment Company, Inc., and has determined that it complies with the Technical Specifications of the Contract and recommends C.W. Mill Equipment Co., Inc. be awarded Contract SW-EQUIP-22-22; and,

WHEREAS, the Authority's General Legal Counsel has reviewed the bid submitted for said Contract by C.W. Mill Equipment Company, Inc., and has opined, after researching the applicable law, that their bid complies with the Bid Specifications for said Contract; and,

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

WHEREAS, the CMCMUA has determined that C.W. Mill Equipment Co., Inc., 14 Commerce Drive, Sabetha, KS 66534, is a qualified bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement in the total not-to-exceed amount of \$96,650.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SW-EQUIP-22-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to C.W. Mill Equipment Co., Inc., at the total not-to-exceed amount of \$96,650.00.
3. The term of this Contract is one (1) year from execution of the Agreement by the Authority, with an option to renew for two (2) additional one (1) year periods, 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 Parts and Repair Services for Hogzilla Industrial Tub Grinder for Contract SW-EQUIP-22-22 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$96,650.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 65-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 4th day of May 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla Industrial Tub Grinder

Purpose and Scope of Contract: The purpose of this contract is to secure a vendor who will provide all repair parts and services needed to maintain and operate the 2009 Hogzilla Tub Grinder used by Solid Waste Operations staff to produce wood mulch products in the Class B Recycling Area.

PROCUREMENT INFORMATION

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

Contract Number: SW-EQUIP-22-22 **Term of Contract:** One (1) Year **Option to Renew:** No
 Yes: Two (2) —
One (1) Year Renewal Options

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

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: \$130,000.00

Advertisement Date: March 30, 2022 **Opening Date:** April 21, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: CW Mill Equipment Co., Inc.

Address: 14 Commerce Drive
Sabetha, Kansas 66534

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$96,650.00

Contract Spending Previous Contract Year: \$150,282.62



Kevin W. McGahey, Purchasing Agent Date 05-11-2022



John Conturo, Solid Waste Program Manager Date 5/11/2022



Robert P. Donato, Chief Financial Officer Date 5/11/2022



Joseph V. Rizzuto, Executive Director Date 05/09/22

ENGINEER'S ESTIMATE		OPENING DATE		CW Mill Equipment Co., Inc.		
\$130,000.00		THURSDAY, APRIL 21, 2022 @ 2:00 P.M.				
CONTRACT NUMBER AND TITLE						
SW-EQUIP-22-22 FURNISH AND DELIVER OEM REPLACEMENT PARTS AND REPAIR SERVICES FOR HOGZILLA INDUSTRIAL TUB GRINDER						
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	PERCENT DISCOUNT OFFERED ON THE NATIONALLY PUBLISHED CURRENT PARTS PRICE SUBMITTED WITH THIS PROPOSAL (DISCOUNT FACTOR = 100%)	75,000	0.95	78,947.37 (3,947.37) 75,000		
2	HOURLY RATE FOR ON-SITE MAINTENANCE AND REPAIR	80	* \$4,000 for first two hours, per technician, per project	8,000.00		
			* \$175 for additional hours after 2nd hour, per technician x 78	13,650.00		
			SUB TOTAL of Line Item 2	21,650.00		
	TOTAL AMOUNT BID			96,660.00		
	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			
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		yes			
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes	valid		
	IRS FORM W-9		yes			
	INSURANCE CERTIFICATE(S)		yes	C/MC/MUA named as certificate holder		
	MANDATORY AFFIRMATIVE ACTION		yes	15-May-2023		
			Disclaimers /Exceptions Submitted with Bid			

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

April 27, 2022

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

RE: **Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla
Industrial Tub Grinder
SW-EQUIP-22-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to the Contract to Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla Industrial Tub Grinder on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received one (1) bid for the Contract. The bid was submitted on Thursday, April 21, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
1. CW Mill Equipment Co., Inc.	\$96,650.00
<u>Engineer's Estimate</u>	<u>\$130,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought bids secure a vendor to provide various replacement parts and repair services for a C.W. Mills Hogzilla Model HTC-1462L Serial Number 2053 Industrial Tub Grinder on an "as needed" basis. See Bid Specifications, Section IV(1.0); Technical Specifications, Scope of Work. The specifications make clear that the contract does not guarantee that a specific number of parts and/or repair services will be ordered or that a specific total dollar amount will automatically be expended. See Bid Specifications, Section IV(5.0); Technical Specifications, Quantity. The contract is to be awarded to the

**RE: Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla
 Industrial Tub Grinder
 SW-EQUIP-22-22**

responsible bidder who submits the highest percent discount on the specified parts price list and the lowest hourly rate for maintenance and repair services resulting in the lowest cost to the Authority. See Bid Specifications, Section IV(7.0), Technical Specifications, Contract Award.

The apparent low bidder for this contract was CW Mill Equipment Co., Inc. ("CW Mill"). Following a review of the bid submitted by CW Mill, the bid appears to be in compliance with the specifications from a legal perspective and no defects have been uncovered.

III. LEGAL ANALYSIS

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

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

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

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

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive

**RE: Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla
Industrial Tub Grinder
SW-EQUIP-22-22**

the public body of its assurance that the Contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition. Township of River Vale v. R.J. Longo Constr. Co., 127 N.J. Super. 207, 222 (Law.Div.1974).

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

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

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

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

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

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;

**RE: Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla
Industrial Tub Grinder
SW-EQUIP-22-22**

- 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, the low bid for this contract was submitted by CW Mill. Following a review of their bid, no apparent defects were uncovered. To the extent that a defect exists within the bid submitted by CW Mill, it is my legal opinion that said defect is minor in nature and may be waived by the Authority pursuant to the Court's rulings in River Vale and Spina.

IV. CW MILL'S BID

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Proposal;
5. Acknowledgment of Receipt of Addenda;
6. Disclosure of Investment Activities in Iran Form;
7. Employee Information Report;
8. New Jersey Business Registration Certificate;
9. IRS Form W-9;
10. Certificate of Liability Insurance;
11. Certificate of Employee Information Report;
12. Terms and Conditions of Sale;
13. Price List;
14. Product Information.

The bid submitted by CW Mill is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents and conferring with staff, it is recommended that the contract for SW-EQUIP-22-22, to Furnish and Deliver OEM


Joseph V. Rizzuto
Executive Director
April 27, 2022
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**RE: Furnish and Deliver OEM Replacement Parts and Repair Services for Hogzilla
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Replacement Parts and Repair Services for Hogzilla Industrial Tub Grinder on behalf of the Authority be awarded to CW Mill. It is further 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, Esquire

cc: Thomas LaRocco, Chief Engineer
Robert Donato, Chief Financial Officer
John Conturo, Solid Waste Program Manager
Annie M. McDevitt, Office Manager
Desiree McDonald, Principal Purchasing Assistant
Kevin McGahey, Purchasing Agent

Cape May County Municipal Utilities Authority

RESOLUTION NO. 66-22

RESOLUTION AUTHORIZING THE AUTHORITY'S PURCHASING AGENT TO PROCURE RECYCLING SERVICES TO FURNISH AND DELIVER CHEMICAL COLORANTS FOR LANDSCAPE WOODCHIP MULCHES (RFP-11-22-REBID) FROM BRITTON INDUSTRIES INC.

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

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

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

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

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

WHEREAS, the CMCMUA, on April 13, 2022, advertised a Request for Proposals to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches (RFP-11-22-REBID); and,

WHEREAS, CMCMUA RFP-11-22-REBID contained a list of documentation to be provided by each vendor which would be evaluated for the purpose of designating the Responder as a Qualified Vendor to provide goods or services to the CMCMUA; and,

WHEREAS, two (2) Proposals were received on April 26, 2022 in response to RFP-11-22-REBID; and,

WHEREAS, following review of the Proposals received, it is the recommendation of the Authority's Solid Waste Program Manager, that Britton Industries Inc., 227 Bakers Basin Road, Lawrenceville, NJ 08648 be designated as qualified to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches during the upcoming year:

WHEREAS, the Authority's Purchasing Agent, Chief Financial Officer and Executive Director concur with said recommendation; and,

WHEREAS, the Authority's Chief Financial Officer will certify that funds are available prior to authorizing each purchase from a Qualified Vendor.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, that the Authority's Purchasing Agent, under the supervision of the Chief Financial Officer, is hereby authorized to procure Chemical Colorants for Landscape Woodchip Mulches from Britton Industries Inc., at the unit prices contained in the April 26, 2022 Proposal submitted by said firm in response to RFP-11-22-REBID.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of these Chemical Colorants for Landscape Woodchip Mulches shall be chargeable or certified until such time as they are actually ordered or otherwise called for. A certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$110,000.00 among all contracted firms.

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 66-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18th day of May 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches
Purpose and Scope of Contract: In the Authority's Class B Facility, select recycled wood wastes and specifically formulated chemical colorants are combined to produce colored landscaped mulches for sale to the public. The purpose of this Contract is to qualify vendors to supply the chemical colorants necessary to meet all operational, environmental and sales goals of the existing and current landscape product line, without exception.

PROCUREMENT INFORMATION

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

Contract Number: RFP-11-22-REBID **Term of Contract:** One (1) Year **Option to Renew:** No
 Yes: Two (2), One (1) year extensions

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

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: \$110,000.00

Advertisement Date: April 13, 2022 **Opening Date:** April 26, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Britton Industries Inc. **Address:** 227 Bakers Basin Road
Lawrenceville, NJ 08648

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

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

Contract Spending Previous Contract Year: \$49,133.72



Kevin W. McGahey, Purchasing Agent Date 5-11-2022



John R. Conturo, Solid Waste Program Manager Date 5/10/2022



Robert P. Donato, Chief Financial Officer Date 5/11/2022



Joseph V. Rizzuto, Executive Director Date 05/09/22

Cape May County Municipal Utilities Authority

RESOLUTION NO. 67-22

RESOLUTION AUTHORIZING THE AUTHORITY'S PURCHASING AGENT TO PROCURE RECYCLING SERVICES TO FURNISH AND DELIVER CHEMICAL COLORANTS FOR LANDSCAPE WOODCHIP MULCHES (RFP-11-22-REBID) FROM AMERIMULCH/CHROMOSCAPE LLC.

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

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

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

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

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

WHEREAS, the CMCMUA, on April 13, 2022, advertised a Request for Proposals to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches (RFP-11-22-REBID); and,

WHEREAS, CMCMUA RFP-11-22-REBID contained a list of documentation to be provided by each vendor which would be evaluated for the purpose of designating the Responder as a Qualified Vendor to provide goods or services to the CMCMUA; and,

WHEREAS, two (2) Proposals were received on April 26, 2022 in response to RFP-11-22-REBID; and,

WHEREAS, following review of the Proposals received, it is the recommendation of the Authority's Solid Waste Program Manager, that Amerimulch/Chromascope LLC., 7555 East Pleasant Valley Road, Suite 100, Independence, OH 44131 be designated as qualified to Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches during the upcoming year; and,

WHEREAS, the Authority's Purchasing Agent, Chief Financial Officer and Executive Director concur with said recommendation; and,

WHEREAS, the Authority's Chief Financial Officer will certify that funds are available prior to authorizing each purchase from a Qualified Vendor.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, that the Authority's Purchasing Agent, under the supervision of the Chief Financial Officer, is hereby authorized to procure Chemical Colorants for Landscape Woodchip Mulches from Amerimulch/Chromascope LLC., at the unit prices contained in the April 26, 2022 Proposal submitted by said firm in response to RFP-11-22-REBID.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of these Chemical Colorants for Landscape Woodchip Mulches shall be chargeable or certified until such time as they are actually ordered or otherwise called for. A certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$110,000.00 among all contracted firms.

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 67-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18th day of May 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Chemical Colorants for Landscape Woodchip Mulches
Purpose and Scope of Contract: In the Authority's Class B Facility, select recycled wood wastes and specifically formulated chemical colorants are combined to produce colored landscaped mulches for sale to the public. The purpose of this Contract is to qualify vendors to supply the chemical colorants necessary to meet all operational, environmental and sales goals of the existing and current landscape product line, without exception.

PROCUREMENT INFORMATION

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

Contract Number: RFP-11-22-REBID **Term of Contract:** One (1) Year **Option to Renew:** No
 Yes: Two (2), One (1) year extensions

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

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: \$110,000.00

Advertisement Date: April 13, 2022 **Opening Date:** April 26, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Amerimulch/Chromascape LLC. **Address:** 7555 East Pleasant Valley Road
Suite 100
Independence, OH 44131

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

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

Contract Spending Previous Contract Year: \$49,133.72



Kevin W. McGahey, Purchasing Agent Date 5-11-2022



John R. Conturo, Solid Waste Program Manager Date 5/10/2022



Robert P. Donato, Chief Financial Officer Date 5/10/2022



Joseph V. Rizzuto, Executive Director Date 05/09/22

Cape May County Municipal Utilities Authority

RESOLUTION NO. 68-22

RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS MATERIAL

WHEREAS, the Cape May County Municipal Utilities Authority ("Authority") has surplus property, as set forth in Schedule A, which are no longer needed for public use; and

WHEREAS, the Authority intends to utilize the online auction services of GovDeals Inc., a Sourcewell National Cooperative contract, located at <https://www.govdeals.com>, to sell said property listed in Schedule A; and

WHEREAS, the GovDeals, Inc. sales are being conducted pursuant to N.J.S.A. 40A:11-36 and the guidance set forth in the Division of Local Government Services' Local Finance Notice 2019-15.

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

1. That the items listed in "Schedule A" identified for auction through GovDeals, Inc., are hereby declared surplus property, to be forthwith advertised for public sale pursuant to N.J.S.A. 40A:11-36 and New Jersey Local Finance Notice 2019-15.
2. That said items shall be sold at an online auction to the highest bidder through Sourcewell Vendor, GovDeals, Inc. at <https://www.govdeals.com> in accordance with Sourcewell Contract #021821-GDI and New Jersey Local Finance Notice 2019-15.
3. The terms and conditions of the agreement entered into between GovDeals, Inc. and the Authority are available at <https://www.govdeals.com> and on file with the Authority's Office Manager.
4. That the items Listed in "Schedule A" identified for sale through GovDeals, Inc., are hereby declared surplus property.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 68-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 18th day of May 2022.

Assistant Corporate Secretary

MEMORANDUM

May 9, 2022

TO: Mr. Robert P. Donato, CPA, Chief Financial Officer

FROM: Kevin W. McGahey, QPA 

RE: Sale of Surplus Property

The Authority's Solid Waste Program has accumulated equipment that is past its useful life and no longer needed for public use and pursuant to N.J.S.A. 40A:11-36 must be declared, by resolution, as surplus property. Please see the attached Schedule A, Surplus Inventory List, which identifies the items that the Solid Waste Program is requesting to be declared as surplus property so the items can be sold at public auction.

The Authority will utilize GovDeals, Inc., an Internet-based auction service vendor, for purposes of selling surplus property. GovDeals, Inc. is a Sourcewell National Cooperative approved vendor through Sourcewell Contract No. 012821-GDI

The Authority will be utilizing the GovDeals, Inc. Contract option which allows GovDeals, Inc. to collect the monies directly from the buyer and then forward the funds to the Authority after all terms and conditions of the sale are finalized. The commission fee due to GovDeals is incorporated into the Sale Cost to the buyer.

I therefore request that the Board consider adopting a Resolution at our May 18, 2022 Board Meeting declaring the items on the attached list, Schedule A, as surplus property to be disposed of through GovDeals, Inc., an on-line auction service, in accordance with the provisions of Local Finance Notice 2019-15.

With concurrence of:



Robert P. Donato
Chief Financial Officer

5/8/2022

Date



Joseph V. Rizzuto
Executive Director

05/09/22

Date

KWM:

Enclosure

C: John Conturo

Ann M. McDevitt

SCHEDULE A - CMCMUA Surplus Inventory List

5/18/2022 Board Meeting

Item No.	Asset Number	Unit Number	Year	Description	VIN / Serial	Mileage/Hours
1	5215	C-10	2010	Bomag BC1172RB2 Trash Compactor	1.01571E+11	14,771 hrs
2	5134	L-22	2008	Case 821 EXR Wheel Loader	N8F204409	16,000 hrs
3	4955	S-07	2004	Caterpillar 325C Excavator	CAT0325CVCRB00841	11,000 hrs
4	42689	T-16	1999	Friegtliner Tractor	1FUY3WEB8XLA37471	226,537 miles
5	4615	T-21	2001	Friegtliner Tractor	1FUY3WEB8X1LH33899	294,000 miles
6	5135	T-27	2008	Kenworth W900 Tractor	1XKWDU0X89J250455	215,000 miles
7	5137	T-29	2008	Kenworth W900 Tractor	1XKWDU0X19J250457	216,000 miles
8	5244	T-33	2012	Kenworth W900 Tractor	1XKWDP0X5CJ315027	212,000 miles
9	5049	TR-36	2007	MAC Walking Floor Trailer	5MAMN48227C012975	unknown
10	5216	TR-38	2010	Warren Walking Floor Trailer	1W9ACXP25BP348045	unknown
11	5352	TR-43	2013	Warren Walking Floor Trailer	1W9ACXP23DP347155	unknown

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Include Non-Budgeted: Y
 Open: N
 Rcvd: N
 Bid: Y
 Paid: Y
 Held: N
 State: Y
 Void: N
 Aprv: N
 Other: Y
 Exempt: Y
 Paid Date Range: 05/05/22 to 05/18/22
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2200063	01/13/22	SCALF005 SCALFO ELECTRIC	SM-04-21 SCADA Construction	Open	264,967.50	0.00	
M2200073	01/14/22	CASAP005 CASA PAYROLL SERVICE	Payroll Services for 2022	Open	285.25	0.00	
M2200137	01/18/22	MUNIC010 MUNICIPAL MAINTENANCE	REPLACE GASKETS-LAMSON BLOWER	Open	180.00	0.00	
M2200152	01/19/22	TOWNC010 TOWN COMMUNICATIONS	L-31 RADIO AND INSTALL	Open	1,030.00	0.00	
M2200178	01/20/22	WILLI005 WILLIER ELECTRIC MOTOR	REPLACE NON-POT MOTOR	Open	10,827.20	0.00	
M2200184	01/20/22	UNIFI005 UNIFIRST CORPORATION	UNIFORMS FOR 2022	Open	356.00	0.00	
M2200219	01/24/22	SPRIN010 CRYSTAL SPRINGS	DRINKING WATER FOR LF AND TS	Open	206.51	0.00	
M2200221	01/24/22	EUROF005 EUROFINS ENV TESTING PHILA LLC	2022 NJDES TESTING AT LANDIFIL	Open	10,728.00	0.00	C
		Contract No: C2200004					
M2200235	01/25/22	UNIFI005 UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	680.93	0.00	
M2200236	01/25/22	UNIFI005 UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	883.18	0.00	
M2200239	01/25/22	TOILE005 CAPRIONI PORTABLE TOILETS	PORTABLE TOILETS	Open	225.00	0.00	
M2200242	01/25/22	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	REPLACEMENT SWITCHES	Open	1,182.09	0.00	
M2200300	01/31/22	GOLDM005 GOLD MEDAL ENVIRONMENTAL OF NJ	TRASH/RECYCLING SERVICES	Open	103.81	0.00	
M2200302	01/31/22	SPRIN010 CRYSTAL SPRINGS	BOTTLE WATER SUPPLY ADMIN 2022	Open	47.99	0.00	
M2200324	02/01/22	ACOMM005 A+ COMMERCIAL OFFICE CLEANERS	ADMIN BLDG. JANITORIAL SERVICE	Open	2,935.00	0.00	
M2200341	02/03/22	ONECA010 ONE CALL CONCEPTS, INC.	NJ ONE CALL-MARK OUTS 2022	Open	643.50	0.00	
M2200347	02/04/22	KEERE005 KEER ELECTRICAL SUPPLY CO.	PARTS-EFF PUMP BACK UP SYSTEM	Open	4,226.01	0.00	
M2200390	02/08/22	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-52-21 TASK #1	Open	11,153.61	0.00	
M2200393	02/08/22	MEDIA025 SAMPLE MEDIA	recycling ads 6 publications	Open	250.00	0.00	
M2200415	02/09/22	FASTE010 FASTENAL & CON. SUPPLIES	Borescope for RFP Inspections	Open	309.36	0.00	
M2200442	02/11/22	AMBAS005 AMBASSADOR MEDICAL SERV.,INC	Drug & Alcohol Testing	Open	58.00	0.00	
M2200450	02/11/22	APPLI015 APPLIED INDUSTRIAL TECH.	REPAIR EFFLUENT PUMP	Open	15,389.24	0.00	
M2200457	02/14/22	HOOVE005 HOOVER TRUCK CENTER	WESTERN FILTERS & PARTS	Open	576.61	0.00	
M2200458	02/14/22	HACHC005 HACH COMPANY	lab supplies	Open	1,860.31	0.00	
M2200470	02/14/22	VERME005 VERMEER NORTH ATLANTIC	LEAF TURNER PARTS	Open	1,631.42	0.00	C
		Contract No: C2100050					
M2200552	02/15/22	HACHC005 HACH COMPANY	PH BUFFER KIT	Open	118.15	0.00	
M2200572	02/16/22	APPLI015 APPLIED INDUSTRIAL TECH.	SEALANT FOR ENCLOSURE	Open	596.51	0.00	
M2200588	02/17/22	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	VFD PROJECT - HOLE PLUGS	Open	566.58	0.00	
M2200613	02/22/22	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-33-21 SHARED CONVEYANCE	Open	734.53	0.00	
M2200643	02/24/22	APPLI015 APPLIED INDUSTRIAL TECH.	PRESSURE SWITCH FOR BOILER	Open	299.66	0.00	
M2200671	03/01/22	GANNE005 GANNETT FLEMING, INC.	RFP-45-21 WWL PROCESS AIR	Open	15,877.50	0.00	
M2200677	03/01/22	BUCHA005 BUCHART HORN, INC.	RFP-07-20 CORAL PUMP STATION	Open	10,687.50	0.00	
M2200690	03/01/22	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-06-20 ODOR CONTROL DESIGN	Open	8,390.03	0.00	
M2200708	03/03/22	TELED005 TELEDYNE ISCO	SAMPLER TUBE & ROLLER	Open	714.85	0.00	
M2200712	03/03/22	GRAIN005 GRAINGER INC.	COUPLINGS FOR HOSES	Open	74.88	0.00	
M2200720	03/03/22	GRAYB005 GRAYBAR ELECTRIC CO.	VFD PROJECT COOPER B LINE	Open	6,390.11	0.00	
M2200741	03/04/22	KEERE005 KEER ELECTRICAL SUPPLY CO.	CM RBC PROJECT	Open	9,162.79	0.00	
M2200752	03/08/22	FASTE010 FASTENAL & CON. SUPPLIES	MAIN.SUPPLIES FOR RBC PROJECT	Open	1,539.05	0.00	
M2200774	03/09/22	RARIT015 RARITAN GROUP INCORPORATED	SPACER FLANGE SHAWCREST	Open	763.12	0.00	
M2200801	03/10/22	WBMA005 W.B. MASON CO. INC.	1" BINDERS, FILE FOLDERS	Open	29.46	0.00	
M2200806	03/10/22	PRESS005 THE PRESS/CATAMARAN	EMPLOYEMENT AD SW ELECTRICIAN	Open	978.62	0.00	
M2200821	03/11/22	WBMA005 W.B. MASON CO. INC.	COPY PAPER ORDER	Open	453.12	0.00	
M2200830	03/14/22	GENRO005 GENRON FIRE PROTECTION	ROSEMARY FIRE SYSTEM INSP.	Open	125.00	0.00	
M2200856	03/15/22	WECAR005 WECARE DENALI, LLC	COMPOST FOR TERRAGRO	Open	481.50	0.00	
M2200870	03/15/22	PENNJ020 PENN-JERSEY BLDG.MATERIALS CO.	BLACK BEAUTY MEDIUM 50LB.BAGS	Open	1,794.80	0.00	
M2200873	03/16/22	FASTE010 FASTENAL & CON. SUPPLIES	DBI SALA HOIST REPAIR	Open	1,250.00	0.00	
M2200891	03/17/22	ASPHA010 ASPHALT PAVING CORPORATION	SPILL DIVERSION BERM	Open	5,000.00	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2200927	03/21/22	FASTE010	FASTENAL & CON. SUPPLIES	PILLOW BLOCK BEARINGS SCRUBBER	Open	157.68	0.00
M2200936	03/22/22	APPLI015	APPLIED INDUSTRIAL TECH.	REPLACEMENT OF WORN BROKEN	Open	432.66	0.00
M2200947	03/22/22	SEASH015	SEASHORE ASPHALT CORP.	HOT ASPHALT - MUA PICK UP	Open	1,508.50	0.00
M2200953	03/22/22	APPLI015	APPLIED INDUSTRIAL TECH.	SECONDARY BREAKER NON POT	Open	1,003.04	0.00
M2200956	03/22/22	WBMA005	W.B. MASON CO. INC.	REPLACEMENT CHAIR- WEIGHMASTER	Open	222.72	0.00
M2200966	03/24/22	WBMA005	W.B. MASON CO. INC.	WALL FILES FOR SM, BINDERS	Open	37.30	0.00
M2200977	03/25/22	FREDM005	FRED M SCHIAVONE CONSTRUCTION	SCF-27-21 REBID	Open	274,435.60	0.00
M2200978	03/25/22	GETRA005	G & E TRAILER SALES LLC	ADD.TRAILER PLUG/CRANE TRUCK	Open	830.79	0.00
M2200992	03/28/22	LOWES005	LOWE'S COMMERCIAL SERVICES	TS FACILITY MAINT.	Open	208.00	0.00
M2201023	03/31/22	JOHNG005	JOHN GUIRE SUPPLY LLC	COMPARTMENT DOOR/DODGE DUALY	Open	1,374.00	0.00
M2201032	04/01/22	FASTE010	FASTENAL & CON. SUPPLIES	WRENCH & SOCKET SETS	Open	940.24	0.00
M2201036	04/04/22	NJWAT015	NJ WATER ENVIRONMENT ASSOC.	NJWEA ANNUAL CONFERENCE	Open	360.00	0.00
M2201050	04/05/22	FWWEB005	F.W.WEBB COMPANY	FLANGE LUGS	Open	1,725.00	0.00
M2201058	04/05/22	GRAIN005	GRAINGER INC.	SCADA FLOATS	Open	1,216.20	0.00
M2201061	04/06/22	ALLST015	ALLSTATE AUTO GLASS, LLC	REPLACE WINDSHIELD 2021 MALIBU	Open	356.26	0.00
M2201070	04/06/22	JBOLT005	J-BOLTS INDUSTRIAL SUPPLIES	MISC GAS PLANT SUPPLIES	Open	158.70	0.00
M2201073	04/06/22	APPLI015	APPLIED INDUSTRIAL TECH.	WWL scrubber fan Sheaves belts	Open	282.97	0.00
M2201075	04/06/22	SHERW005	SHERWIN-WILLIAMS CO.	PAINT SUPPLIES FOR SPICER AVE	Open	401.60	0.00
M2201080	04/07/22	MSCIN005	MSC INDUSTRIAL SUPPLY	Entero Tanks	Open	519.46	0.00
M2201085	04/07/22	LOWES005	LOWE'S COMMERCIAL SERVICES	BIO FILTERS PROJECT	Open	174.30	0.00
M2201089	04/07/22	KELTE005	KELTEX APPAREL	SUMMER T-SHIRTS	Open	215.00	0.00
M2201093	04/07/22	GRAYB005	GRAYBAR ELECTRIC CO.	JUNCTION BOXES VFD PROJECT	Open	945.00	0.00
M2201101	04/08/22	DAVID005	DAVID WEBER OIL CO.	DEF TOTE KIT	Open	1,315.00	0.00
M2201126	04/12/22	VILLA015	VILLAS NAPA AUTO PARTS	U-JOINTS	Open	822.12	0.00
M2201130	04/12/22	WBMA005	W.B. MASON CO. INC.	JANITORIAL SUPPLIES FOR PLANT	Open	127.06	0.00
M2201134	04/12/22	CUSTO040	CUSTOM BANDAG, INC.	11R24.5 AND 11R22.5	Open	10,468.56	0.00 C
			Contract No: C2100046				
M2201139	04/13/22	KUEHN005	KUEHNE CHEMICAL CO. INC.	OC - SODIUM HYPOCHLORITE	Open	4,684.66	0.00 C
			Contract No: C2100044				
M2201143	04/13/22	GENTI005	GENTILINI FORD, INC.	AM/FM RADIO FOR E-350 FORD VAN	Open	155.55	0.00
M2201148	04/13/22	UNIVA005	UNIVAR SOLUTIONS USA, INC.	METHANOL DELIVERY 4/19/22	Open	4,983.01	0.00
M2201154	04/14/22	GRAIN005	GRAINGER INC.	PORT. BAND SAW KIT/ELECTRICIAN	Open	625.91	0.00
M2201156	04/14/22	GRAIN005	GRAINGER INC.	MISC GAS PLANT SUPPLIES	Open	291.52	0.00
M2201159	04/14/22	GRAIN005	GRAINGER INC.	MISC GAS PLANT SUPPLIES	Open	70.96	0.00
M2201160	04/14/22	KLENS005	KLENSWITE POOL/SPA SUPPLY CO.	RESTOCK HTH FOR SEASON	Open	599.92	0.00
M2201162	04/14/22	GANNL010	GANN LAW BOOKS INC.	ONLINE ED 2022 NJSA 40 & 40A	Open	274.00	0.00
M2201163	04/14/22	GRAIN005	GRAINGER INC.	HOLE SAW, DRIL, TAP, FLUTE TAP	Open	380.41	0.00
M2201164	04/14/22	CHEME005	CHEMETRICS	CL2 ACTIVATOR & TEST KITS	Open	241.20	0.00
M2201165	04/14/22	SEAGE005	SEA GEAR MARINE SUPPLY INC.	SHRINK WRAP FOR RBC'S	Open	1,897.17	0.00
M2201168	04/14/22	JOSEP005	JOSEPH GARTLAND, INC.	BLUE SHOP RAGS AND HAND TOWELS	Open	862.35	0.00
M2201169	04/14/22	CARBO015	CARBON INDUSTRIAL SERVICES LLC	TIRE RECYCLING	Open	5,336.00	0.00 C
			Contract No: C2200019				
M2201172	04/18/22	BURTP005	BURT PROCESS EQUIPMENT, INC.	RESTOCK PUMP TUBING	Open	865.04	0.00
M2201173	04/18/22	LABOR015	LABORATORY SALES & SERVICE LLC	laboratory autoclave	Open	4,888.99	0.00
M2201177	04/19/22	GRAIN005	GRAINGER INC.	MISC GAS PLANT SUPPLIES	Open	386.02	0.00
M2201178	04/19/22	NJSCP010	NJSCPA	ANNUAL MEMBERSHIP DUES	Open	370.00	0.00
M2201179	04/19/22	INSTI020	INSTITUTE FOR PROFESSIONAL DEV	SEMINAR REGISTRATION	Open	100.00	0.00
M2201180	04/19/22	PEDRO005	PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	881.97	0.00
M2201182	04/19/22	CWMIL005	CW MILL EQUIPMENT CO. INC.	HOGZILLA SCREENS AND PINS	Open	11,035.06	0.00 C
			Contract No: C2100054				
M2201183	04/19/22	JESCO005	JESCO, INC.	BEARINGS AND SEALS FOR D-08	Open	206.50	0.00 C
			Contract No: C2100048				
M2201185	04/19/22	PARAM005	PARAMOUNT SANITARY CHEMICAL CO	OFFICE SUPPLIES-PAPER PRODUCTS	Open	242.61	0.00
M2201187	04/19/22	CHERR005	CHERRY VALLEY INC	Cam-Clutch Kubota Tractor	Open	173.51	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201188	04/19/22	GRAIN005 GRAINGER INC.	TS MISC. SUPPLIES	Open	231.54	0.00	
M2201193	04/20/22	FRANK015 FRANKLIN ALARM CO.	TS FIRE ALARM MAINT.	Open	110.00	0.00	
M2201194	04/21/22	CDWGO005 CDW GOVERNMENT INC.	ETHERNET SURGE SUPPRESION	Open	459.60	0.00	
M2201199	04/21/22	UNITE050 UNITED ELECTRIC	10TH STREET VFD	Open	6,897.93	0.00	
M2201200	04/22/22	GRAIN005 GRAINGER INC.	MISC SLF SITE SUPPLIES	Open	604.02	0.00	
M2201204	04/25/22	KEITH010 KEITH KELLY	ANNUAL SOFTWARE RENEWAL	Open	288.00	0.00	
M2201208	04/25/22	BATTE005 BATTELINEI TRANSPORTION SYS INC	TOW SERVICE T-13	Open	850.00	0.00	
M2201211	04/25/22	DALEY005 DALEY'S PIT	BACKHAULED CONCRETE TO SLF	Open	2,291.81	0.00	C
		Contract No: C2200016					
M2201212	04/25/22	GRAIN005 GRAINGER INC.	MISC SITE SUPPLIES	Open	160.35	0.00	
M2201219	04/26/22	GENER035 GENERAL SPRING & ALIGNMENT, IN	TR-07 SPRING HANGER REPAIR	Open	2,392.64	0.00	
M2201225	04/29/22	DISCO005 DISCOUNT HYDRAULICS	REPAIR PARTS FOR T-14	Open	289.13	0.00	
M2201228	04/29/22	GARDN005 GARDNER TRUE VALUE	OC RBC	Open	17.26	0.00	
M2201231	04/29/22	TRANS010 TRANSAXLE, LLC	T-30 TRANSMISSION PARTS	Open	1,877.92	0.00	
M2201246	04/29/22	COLON005 COLONIAL ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	Open	49.94	0.00	
M2201247	04/29/22	GARDN005 GARDNER TRUE VALUE	MAINTENANCE	Open	39.99	0.00	
M2201248	04/29/22	LOWES005 LOWE'S COMMERCIAL SERVICES	MAINTENANCE ITEMS	Open	38.25	0.00	
M2201253	05/02/22	TIMET005 TIMETRAK SYSTEMS, INC.	TIMETRACK LICENSE	Open	77.00	0.00	
M2201262	05/02/22	ADVAN035 ADVANTAGE RENTAL CENTER	TARPS FOR RBR OC	Open	101.19	0.00	
M2201265	05/03/22	ADVAN010 ADVANCE SCALE CO. INC.	QUARTERLY SCALE INSPECTIONS	Open	1,700.00	0.00	C
		Contract No: C2100020					
M2201266	05/03/22	BRADL010 BRADLEY ROSENTHAL	SWANA2022 Membership Reimburse	Open	223.00	0.00	
M2201268	05/03/22	NJSCP005 NJSCPA EDUCAT. FOUNDATION, INC	SEMINAR REGISTRATIION	Open	99.00	0.00	
M2201269	05/03/22	INSTI020 INSTITUTE FOR PROFESSIONAL DEV	SEMINAR REGISTRATIION	Open	50.00	0.00	
M2201275	05/03/22	GARTO005 GARTON'S RIGGING INC.	CRANE FOR RBC & MOTOR	Open	8,350.00	0.00	C
		Contract No: C2200015					
M2201276	05/03/22	GARTO005 GARTON'S RIGGING INC.	3/22/22 CRANE RBC LIDS	Open	2,300.00	0.00	C
		Contract No: C2200015					
M2201278	05/03/22	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL LANDFILL	Open	39,019.77	0.00	
M2201282	05/03/22	CHERR005 CHERRY VALLEY INC	BLADE KIT AND BELT FOR RD60	Open	196.75	0.00	
M2201284	05/04/22	OCEAN010 OCEAN CONSTRUCTION, LLC	WW-04-22	Open	71,843.80	0.00	
M2201286	05/04/22	JESCO005 JESCO, INC.	D-09 SPROCKET SEGMENTS	Open	442.92	0.00	C
		Contract No: C2200021					
M2201288	05/04/22	ADVAN035 ADVANTAGE RENTAL CENTER	MISC SLF SITE SUPPLIES	Open	48.36	0.00	
M2201289	05/04/22	GARDN005 GARDNER TRUE VALUE	MISC GAS PLANT SUPPLIES	Open	46.75	0.00	
M2201290	05/04/22	DISCO005 DISCOUNT HYDRAULICS	HYDRAULIC FITTINGS L-29	Open	47.18	0.00	
M2201291	05/04/22	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL SHOP HEAT & IPF	Open	4,808.03	0.00	
M2201298	05/05/22	LEEWA005 LEE-WAY ELECTRICAL LLC.	POLE REPAIR AND REPLACEMENT	Open	9,064.51	0.00	C
		Contract No: C2200001					
M2201300	05/05/22	SWAIN005 SWAIN'S HARDWARE STORE	GREEN PAINT,GROUND BARDS	Open	37.35	0.00	
M2201301	05/05/22	SWAIN005 SWAIN'S HARDWARE STORE	WEED KILLER, BIO FILTER PROJ	Open	94.95	0.00	
M2201302	05/05/22	TREAS020 TREASURER, STATE OF NEW JERSEY	Enforcement Action-SPILL PLAN	Open	900.00	0.00	
M2201314	05/05/22	LOWES005 LOWE'S COMMERCIAL SERVICES	FLOOR CLEANER, BLEACH PRODUCT	Open	27.92	0.00	
M2201316	05/05/22	LOWES005 LOWE'S COMMERCIAL SERVICES	REPAIR/MAINTENANCE	Open	39.01	0.00	
M2201317	05/05/22	LOWES005 LOWE'S COMMERCIAL SERVICES	REPAIR / MAINTENANCE	Open	31.69	0.00	
M2201327	05/06/22	WATER025 WATER ENVIRONMENT FEDERATION	WEF MEMBERSHIP ART COWAN	Open	117.00	0.00	
M2201331	05/06/22	LOWES005 LOWE'S COMMERCIAL SERVICES	PLANT MAINTENANCE	Open	45.76	0.00	
M2201332	05/06/22	ADVAN035 ADVANTAGE RENTAL CENTER	DRILL EXTENSIONS	Open	45.05	0.00	
M2201333	05/06/22	WALLA015 WALLACE HARDWARE	RAKES	Open	49.98	0.00	
M2201334	05/06/22	CODYS005 CODY'S POWER EQUIPMENT	SWITCH FOR MOWER	Open	33.33	0.00	
M2201338	05/09/22	DALEY005 DALEY'S PIT	BACKHAULED CONCRETE TO SLF	Open	756.56	0.00	C
		Contract No: C2200016					
M2201339	05/09/22	GARDN005 GARDNER TRUE VALUE	MAINTENAANCE	Open	70.94	0.00	
M2201340	05/09/22	LOWES005 LOWE'S COMMERCIAL SERVICES	HANDSAWS	Open	44.62	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201342	05/09/22	GARDN005	GARDNER TRUE VALUE MAINTENANCE/REPIAR	Open	46.81	0.00	
M2201347	05/09/22	DISCO005	DISCOUNT HYDRAULICS G-07 HYDRAULIC HOSES	Open	725.04	0.00	
M2201349	05/10/22	LOWES005	LOWE'S COMMERCIAL SERVICES GROUNDING BARS	Open	44.88	0.00	
M2201351	05/10/22	COVAN005	COVANTA HOLDING CORP ELECTRONICS RECYCLING OC	Open	306.30	0.00	
M2201352	05/10/22	BILLO005	BILLOWS ELECTRIC CORD ADAPTER, RECEPTACLE	Open	49.66	0.00	
V2200319	05/02/22	CITY0010	CITY OF SEA ISLE CITY UTILITIES	Open	640.40	0.00	
V2200320	05/02/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	17,098.40	0.00	
V2200321	05/02/22	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	7,669.54	0.00	
V2200322	05/02/22	NJAME005	NJ AMERICAN WATER COMPANY UTILITIES	Open	2,428.87	0.00	
V2200323	05/03/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	3,624.07	0.00	
V2200324	05/03/22	NJAME005	NJ AMERICAN WATER COMPANY UTILITIES	Open	20.94	0.00	
V2200325	05/03/22	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	73.86	0.00	
V2200326	05/03/22	ABCOP005	ABCO PUBLIC EMPLOYEES CREDIT UNION	Open	800.26	0.00	
V2200327	05/03/22	NATIO045	NATIONWIDE RETIREMENT SOLUTION DEFERRED COMPENSATION W/H	Open	15,973.85	0.00	
V2200328	05/03/22	NEWJE050	NEW JERSEY FAMILY SUPPORT GARNISHMENTS	Open	1,026.00	0.00	
V2200329	05/03/22	ISABE005	ISABEL C.BALBOA, CHAPTER 13 TR CASE NUMBER 18-28741	Open	463.50	0.00	
V2200330	05/03/22	HEALT005	HEALTH EQUITY EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,319.51	0.00	
V2200331	05/03/22	DUES0005	TEAMSTERS LOCAL 331 DUES UNION DUES	Open	3,066.00	0.00	
V2200332	05/03/22	POLIT005	TEAMSTERS LOCAL 331 POLITICAL POLITICAL ACTION FUND	Open	21.00	0.00	
V2200333	05/03/22	SOCIA005	TEAMSTERS LOCAL 331 SOCIAL UNION SOCIAL FUND	Open	7.00	0.00	
V2200334	05/03/22	DEPAR015	DEPARTMENT OF THE TREASURY FICA TAXES & FED INCOME TAX	Open	116,040.17	0.00	
V2200335	05/03/22	NJDIV015	NJ DIVISION OF TAXATION STATE INCOME TAX	Open	17,751.80	0.00	
V2200336	05/03/22	CAPEM055	CAPE MAY COUNTY MUA ADJUSTED PAYROLL CMCMA	Open	269,330.51	0.00	
V2200337	05/05/22	NJDIV020	NJ DIV OF TAXATION (SPILL TAX) SPILL TAX APRIL 2022	Open	76.31	0.00	
V2200338	05/05/22	NJAME005	NJ AMERICAN WATER COMPANY UTILITIES	Open	41.95	0.00	
V2200339	05/05/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	2,747.34	0.00	
V2200340	05/06/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	91,521.74	0.00	
V2200341	05/09/22	UNITE025	UNITED PARCEL SERVICE POSTAGE	Open	350.31	0.00	
V2200342	05/09/22	STATE035	STATE OF NEW JERSEY - SLT LF CLOSURE&CONTINGENCY TAX-APR	Open	7,703.61	0.00	
V2200343	05/09/22	WAWAF005	WAWA FLEET SERVICES GASOLINE- APRIL 2022	Open	158.94	0.00	
V2200344	05/09/22	SOUTH060	SOUTH JERSEY GAS UTILITIES- ADMIN BUILDING	Open	76.64	0.00	
V2200345	05/09/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES-ADMIN BUILDING	Open	4,550.04	0.00	
V2200346	05/09/22	NJAME005	NJ AMERICAN WATER COMPANY UTILITIES-ADMIN BUILDING	Open	134.13	0.00	
V2200347	05/09/22	VERIZ010	VERIZON WIRELESS UTILITIES- IT HOT SPOT	Open	152.10	0.00	
V2200348	05/09/22	VERIZ010	VERIZON WIRELESS UTILITIES- 3/24/2022-4/23/2022	Open	193.63	0.00	
V2200349	05/09/22	VERIZ010	VERIZON WIRELESS UTILITIES- 3/29/22-4/28/22	Open	1,616.82	0.00	
V2200350	05/09/22	COMCA010	COMCAST OF SOUTH JERSEY INC. UTILITIES- 4/28/22-5/27/22	Open	146.21	0.00	
V2200351	05/10/22	SPECT025	SPECTROTEL UTILITIES- MAY 2022	Open	441.40	0.00	
V2200352	05/10/22	VERIZ030	VERIZON FIOS INTERNET	Open	240.07	0.00	
V2200353	05/10/22	CLEAN030	CLEAN ENERGY CNG FUEL- APRIL 2022	Open	3,501.60	0.00	
V2200354	05/10/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	12,694.23	0.00	
V2200355	05/10/22	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	131.92	0.00	
V2200356	05/10/22	CMCMU020	CMCMUA WASTEWATER LEACHATE DISPOSAL APRIL 2022	Open	7,525.80	0.00	
V2200357	05/10/22	SOUTH060	SOUTH JERSEY GAS UTILITIES-GAS HEAT TS APRIL	Open	97.66	0.00	
V2200358	05/10/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES TS - ACCT#524 APRIL	Open	597.19	0.00	
V2200359	05/10/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES- ACCT #312 APRIL	Open	9,919.99	0.00	
V2200360	05/10/22	TELES005	TELESYSTEM UTILITIES MAY 2022	Open	137.47	0.00	
V2200361	05/11/22	WINDS005	WINDSTREAM UTILITIES- 3/15/22-4/14/22	Open	2,142.49	0.00	
V2200362	05/11/22	WINDS005	WINDSTREAM UTILITIES- 4/15/22-5/14/22	Open	3,500.00	0.00	

Total Purchase Orders: 192 Total P.O. Line Items: 0 Total List Amount: 1,502,793.16 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	2-100	524,421.48	0.00	79,126.18-	445,295.30
WASTEWATER OPERATIONS	2-200	187,794.00	0.00	0.00	187,794.00
SOLID WASTE OPERATIONS	2-300	135,202.79	0.00	7,703.61	142,906.40
RENEWAL & REPLACEMENT	2-720	726,797.46	0.00	0.00	726,797.46
Total of All Funds:		<u>1,574,215.73</u>	<u>0.00</u>	<u>71,422.57-</u>	<u>1,502,793.16</u>

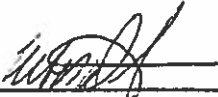
Cape May County Municipal Utilities Authority

CERTIFICATION OF FUNDS:

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

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

all said Vouchers Lists dated May 18, 2022.



Robert P. Donato, CPA
Chief Financial Officer