



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

June 29, 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
 - June 15, 2022 Regular Meeting**
 - June 15, 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:
10. Wastewater Management and Solid Waste Management Programs (Combined)
 - Resolution No. 80-22** Resolution Authorizing the Rejection of the Bid Submitted by GMH Associates of America, Inc. for Contract MISC-16-22 -- Miscellaneous Mechanical Services
11. Wastewater Management Program
 - Resolution No. 81-22** Resolution Authorizing the Award of Contract CHEM-38-22 (Parts A and B) -- Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities to George S. Coyne Chemical Co., Inc. (total not-to-exceed amount of Part A \$113,120.00 and Part B \$124,872.30)

Resolution No. 82-22 Resolution Authorizing the Award of Contract WW-15-22-REBID – Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations to MidAtlantic Engineering Partners, LLC. (total not-to-exceed amount of \$91,900.00)

12. Solid Waste Management Program

Resolution No. 83-22 Resolution Authorizing the Award of Contract SW-EQUIP-32-22 – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators to Northeast Energy Systems LLC. (Subsidiary of Penn Power Group LLC.) (total not-to-exceed amount of \$372,150.00)

Resolution No. 84-22 Resolution Authorizing the Award of Contract SW-EQUIP-33-22 – Provide Service for the Removal, Inspection, Repair and Reinstallation of Stamford Generators for the Solid Waste Program to Northeast Energy Systems LLC. (Subsidiary of Penn Power Group LLC.) (total not-to-exceed amount of \$49,880.00)

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

Resolution No. 86-22 Resolution Authorizing the Award of Contract SLF-30-22-REBID – Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from One (1) 750 SCFM Enclosed Flare to AirNova, Inc. (total not-to-exceed amount of \$38,700.00)

Resolution No. 87-22 Resolution Authorizing the Sale of Renewable Energy Certificates

Resolution No. 88-22 Resolution Authorizing the First Amendment to the Agreement to Provide Hauling, Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority's Solid Waste Management Program – RFP-32-21

13. Miscellaneous

14. Approval of Vouchers – June 29, 2022

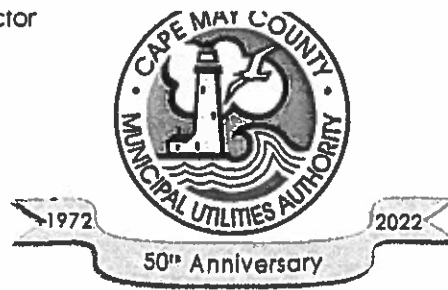
Administration
Wastewater Operations
Wastewater Project
Solid Waste Operations
Solid Waste Project

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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MINUTES OF THE REGULAR MEETING

June 15, 2022

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

PRESENT:

George W. Betts	Chairman
Richard Rixey	Vice Chairman
Patricia A. Callinan	Corporate Secretary
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
Joshua Palombo	Wastewater Program Manager
Howard C. Long, Jr.	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 June 1, 2022 Regular Meeting were submitted for approval or correction.

	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: 5-0-0

Comments or Questions from the Public on Agenda Items

None offered.

Announcements/Special Presentations

Mr. Rizzuto reported that on Saturday, May 14, 2022, the Authority conducted its 66th Annual Household Hazardous Waste Day at the Transfer Station. It was reported that 109 residents utilized the program. A total of 2.16 tons of hazardous waste was collected, packaged and properly disposed.

Executive Director's Personnel Report

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

Board Reports

Wastewater Management Program Report – June 10, 2022 – Joshua Palombo

Mr. Palombo presented the Wastewater Management Program Report.

Solid Waste Program Tonnage and Revenue Report – May 2022 – John R. Conturo

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

Wastewater Management and Solid Waste Management Programs (Combined)

Resolution No. 74-22 Resolution Authorizing the Purchase of Supplies, Services and Equipment from State and Cooperative Contract Vendors in excess of Bid Threshold for Fiscal Year 2022

	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: 5-0-0

Resolution No. 75-22 Resolution Authorizing the Award of Contract MUA-EQUIP-31-22 (Part B) – Furnish and Deliver OEM and/or non-OEM Replacement Parts and Repair Services for Various Heavy Duty Trucks for the Cape May County Municipal Utilities Authority to Houpert Fleet Services, 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: 5-0-0

Resolution No. 76-22 Resolution Authorizing the Award of Contract MUA-EQUIP-31-22 (Parts A, C, D and E) – Furnish and Deliver OEM and/or non-OEM Replacement Parts and Repair Services for Various Heavy Duty Trucks for the Cape May County Municipal Utilities Authority to Bellmawr Truck Repair Co., Inc.

	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: 5-0-0

Wastewater Management Program

Resolution No. 77-22 Resolution Authorizing Contract Change Order No. 1 to Contract CM-26-21 – Cape May Region Coral Avenue Pump Station Conversion with Quad Construction Company

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

Motion Carried: 5-0-0

Solid Waste Management Program

Resolution No. 78-22 Resolution Authorizing the Sale of Renewable Energy Certificates

	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: 5-0-0

Miscellaneous

None presented

Approval of Vouchers

Approval of the Administration Vouchers List dated June 15, 2022.

	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: 5-0-0

Approval of the Wastewater Operating Vouchers List dated June 15, 2022.

	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: 5-0-0

Approval of the Wastewater Project Vouchers List dated June 15, 2022.

	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: 5-0-0

Approval of the Solid Waste Operations Vouchers List dated June 15, 2022.

	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: 5-0-0

The total of all four (4) approved Vouchers Lists, dated June 15, 2022, was \$1,143,341.65.

Public Comment

None offered.

New Business

None presented.

Executive Session

Resolution No. 79-22 Resolution Authorizing Executive Session from which the Public is Excluded.

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

Motion Carried: 5-0-0

At 1:49 p.m., the Regular Meeting retired to Executive Session for the purpose of discussing matters of the Recycling Contract and the Rotary Press Contract.

At 2:05 pm, it was motioned to end the Executive Session and reconvene to the Regular Meeting.


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

Motion Carried: 5-0-0

Adjournment

There being no further business, the Regular Meeting adjourned at 2:05 p.m.

Respectfully submitted,



Ann M. McDevitt
Recording Secretary

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

June 15, 2022

The Cape May County Municipal Utilities Authority held an Executive Session on Wednesday, June 15, 2022 at 1:49 p.m., at the Authority's Office in Swainton, New Jersey, authorized by Resolution No. 79-22.

PRESENT:

George W. Betts	Chairman
Richard Rixey	Vice Chairman
Patricia A. Callinan	Corporate Secretary
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
Joshua Palombo	Wastewater Program Manager
Howard C. Long	Solicitor
Ann M. McDevitt	Recording Secretary

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

Contractual Matters

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

Respectfully submitted,

Ann M. McDevitt
Recording Secretary

/amm

RESIGNATIONS/RETIREMENTS

NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
Charles G. Backus, Jr.	Solid Waste/Utility Worker/TVO/Transfer Station-SW	6/10/2022	Retirement

LEAVES OF ABSENCE AND CHANGES IN LEAVES OF ABSENCE

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

REASSIGNMENTS/NEW HIRES

NAME	FROM		TO	EFFECTIVE DATE
	PROGRAM/POSITION/FACILITY	PROGRAM/POSITION/FACILITY		
Eric D. Hansen	Wastewater/Temp. Shift Operator/Wildwood/Lower	Wastewater/Utility Worker/Seven Mile	6/12/2022	
Matthew M. Priest	Wildwood/Shift Operator/Seven Mile	Wastewater/Sr. Shift Operator/Wildwood/Lower	6/13/2022	
James E. Banks	New Hire	Wastewater/Utility Worker/Ocean City	6/20/2022	
Jacob Seabrook	New Hire	Wastewater/Utility Worker/Wildwood/Lower	6/20/2022	

Cape May County Municipal Utilities Authority

RESOLUTION NO. 80-22

RESOLUTION AUTHORIZING THE REJECTION OF THE BID SUBMITTED BY GMH ASSOCIATES OF AMERICA, INC. FOR CONTRACT MISC-16-22 – MISCELLANEOUS MECHANICAL SERVICES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract MISC-16-22 - Miscellaneous Mechanical Services ("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 bids on June 7, 2022; and,

WHEREAS, during Authority staff review of the bid submitted by the sole bidder, GMH Associates of America, Inc., it was discovered that said bidder failed to provide the "Public Works Contractor Registration Certificate" form for a listed subcontractor within their original bid package as per the specifications for the Contract; and,

WHEREAS, upon further Authority staff due diligence, it was learned that GMH Associates of America, Inc.'s listed subcontractor was not in possession of a New Jersey Public Works Contractor Registration Certificate at the time of the bid; and,

WHEREAS, N.J.S.A. 34:11-56.48 et seq., requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted and shall submit a copy of the contractor's certification along with those of all listed subcontractors after bid proposals are received and prior to award of contract; and,

WHEREAS, the Authority's General Legal Counsel has reviewed the bid submitted by GMH Associates of America, Inc. and has opined, after researching the applicable law, and has recommended that the bid submitted by GMH Associates of America, Inc. be rejected due to GMH Associates of America, Inc.'s listed subcontractor's failure and inability to submit a valid "Public Works Contractor Registration Certificate" form at the time of the bid as per the specifications for the Contract and N.J.S.A. 34:11-56.48 et seq.; and,

WHEREAS, the Authority's Purchasing Agent, Wastewater Program Manager, Chief Financial Officer, Chief Engineer, and Executive Director have recommended the rejection of the bid submitted by GMH Associates of America, Inc. for said Contract; and,

WHEREAS, the Authority Members concur with the recommendation of Staff that the bid submitted by GMH Associates of America, Inc. for said Contract should be rejected.

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Bid submitted by GMH Associates of America, Inc. for Contract MISC-16-22 is hereby rejected due to GMH Associates of America, Inc.'s failure and inability to comply with N.J.S.A 34:11-56.48 et seq.

	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. 80-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Miscellaneous Mechanical Services

Purpose and Scope of Contract: This contract is for the furnishing of all necessary labor, supervision, equipment, tools and/or materials for miscellaneous repairs, modifications or new installations of mechanical equipment or piping throughout the CCMUA Regional Facilities. Example: Gearboxes, bearings, pumps, motors, grinders, onsite-piping repair, etc.

This contract will be used on an as-needed basis. A purchase order will be generated for each individual task that is identified.

PROCUREMENT INFORMATION

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

Contract Number: MISC-16-22 **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: 120,000.00

Advertisement Date: May 4, 2022 **Opening Date:** June 7, 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: Failure and inability to submit a valid Public Works Contractor Registration Act Certificate at the time of the bid as required by Bid Specifications.

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: GMH Associates of America, Inc. **Address:** 5 Chelton Way, Bldg. 15
 Trenton, NJ 08638

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

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

Contract Spending Previous Contract Year: N/A


 Kevin W. McGahey, Purchasing Agent

06-23-2022 
 Date Joshua Palombo, Wastewater Program Manager

6/23/22
 Date


 John R. Corturo, Solid Waste Program Manager

6/23/2022 
 Date Robert P. Donato, Chief Financial Officer

6/23/2022
 Date


 Joseph V. Rizzuto, Executive Director

06/23/22
 Date

ENGINEER'S ESTIMATE		OPENING DATE	GMH ASSOCIATES OF AMERICA, INC.	
\$120,000.00		TUESDAY, JUNE 7, 2022 @ 2:00 P.M.		
CONTRACT NUMBER AND TITLE				
MISC-16-22 2022 Miscellaneous Mechanical Services				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE
1	Maintenance Crew Truck - Hourly Rate - including profit & overhead	100	208.62 \$	20,862.00
2	Laborer - Hourly Rate - including profit & overhead	100	208.62 \$	20,862.00
3	Mechanic - Hourly Rate - including profit & overhead	100	208.62 \$	20,862.00
4	Milwright - Hourly Rate - including profit & overhead	50	208.62 \$	10,431.00
5	Plumber - Hourly Rate - including profit & overhead	50	208.62 \$	10,431.00
6	Pipewriter - Hourly Rate - including profit & overhead	50	208.62 \$	10,431.00
7	Operating Engineer - Hourly Rate - including profit & overhead	25	208.62 \$	5,215.50
8	An allowance of \$80,000.00 has been provided in the bid, for these purposes, and for bid comparison	1	\$	80,000.00
TOTAL AMOUNT BID				\$ 179,094.50
	BIDDER'S CHECKLIST	REQUIRED	PROVIDED	
	BID GUARANTEE	x	yes	
	STATEMENT OF OWNERSHIP DISCLOSURE	x	yes	approved provider
	NON-COLLUSION AFFIDAVIT	x	yes	
	BIDDERS EXPERIENCE/REFERENCES	x	yes	
	ADDITIONAL BIDDER'S QUALIFICATION	x	yes	
	MANDATORY DESIGNATION SUBCONTRACTORS	x	yes	
	PROPOSAL FORM(S)	x	yes	
	ADDENDA ACKNOWLEDGEMENT	x	yes	
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		yes	
	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE		yes	valid
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes	valid
	FEDERAL NON-DEBARMENT CERTIFICATION		yes	clear
	IRS FORM W-9		yes	
	INSURANCE CERTIFICATE(S)		yes	CMCMHA named as certificate holder
	MANDATORY AFFIRMATIVE ACTION		yes	15-Feb-2027
	NAMED SUBCONTRACTORS		Glenn A Dobson Electrical Contractor	Richard M. Rebeck Plumbing and Gas
	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE	x	yes	valid
	N.J. BUSINESS REGISTRATION CERTIFICATE	x	no	no
	LICENSE NUMBER / CERTIFICATE	x	yes	yes

WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †

Daniel H. Long † ± ◇

Christopher F. Long † ◇

John A. Moustakas † ◇

† Admitted to NJ Bar

± Admitted to Washington DC Bar

◇ Admitted to PA Bar

John D. Wade †

OF COUNSEL

Leonard J. Wood, Jr. †

OF COUNSEL

June 23, 2022

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

RE: **2022 Miscellaneous Mechanical Services**
MISC-16-22

Dear Mr. Rizzuto:

I. INTRODUCTION

This office has reviewed the documents you provided regarding the bid submission with respect to the Contract 2022 Miscellaneous Mechanical Services 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 Tuesday, June 7, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
1. GMH Associates of America, Inc.	\$179,094.50
<u>Engineer's Estimate:</u>	<u>\$120,000.00</u>

II. FACTUAL ANALYSIS

This project sought bids for the furnishing of all necessary labor, supervision, equipment, tools and/or materials for miscellaneous repairs, modifications or new installations of mechanical equipment or piping throughout the CMCMUA Regional Facilities. See Bid Specifications Section IV(1.0), Technical Specifications, General. The specifications make clear that the hours specified in the proposal are based on the Authority's best estimate of the equipment and manpower required to do the work and are given in the Bid for the purpose of arriving at a total price for the contract, on which to make a comparison in awarding the Contract. The quantities are not final and may increase or decrease based upon the actual work required. See Bid Specifications Section IV(1.0), Technical Specifications, General.

RE: 2022 Miscellaneous Mechanical Services
MISC-16-22

The apparent low bidder for the above referenced contract was GMH Associates of America, Inc. ("GMH"). Within the bid submitted, GMH listed two subcontractors to perform work under the bid, Glenn A Dobron Electrical Contractors Inc. ("Dobron") and Richard M. Rebeck ("Rebeck"). Upon examination of the bid documents, it was uncovered that Rebeck did not submit a Public Works Contractor Registration Act Certificate within the bid proposal. Additionally, it was thereafter confirmed via correspondence from GMH that Rebeck is not in possession of a Public Works Contractor Registration Act Certificate and are therefore unable to submit such to the Authority.

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: 2022 Miscellaneous Mechanical Services
MISC-16-22

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;
- 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

RE: 2022 Miscellaneous Mechanical Services
MISC-16-22

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 stated above, one of GMH’s listed subcontractors, Rebeck, did not submit a valid New Jersey Public Works Contractor Registration Certificate within their original bid package. Upon investigation by Authority staff, it was learned that Rebeck was not in possession of a New Jersey Public Works Contractor Registration Certificate at the time of the bid.

Under New Jersey Statute, no contractor shall bid on any Contract for public work as defined under statute unless the contractor is registered. N.J.S.A. 34:11-56.48. “Public work” under the New Jersey Public Works Contractor Registration Act utilizes the definition for “public work” under the Prevailing Wage Act. Public Work is defined as construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. “Public work” shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body or: (a) Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and (b) The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. N.J.S.A. 34:11-56.26.

The law provides that no contractor shall engage in the performance of any public work subject to the contract, unless the contractor *or subcontractor* is registered. N.J.S.A. 34:11-56.48 (emphasis added). Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section. N.J.S.A. 34:11-56.55.

As mentioned above, GMH’s listed subcontractor, Rebeck, failed to submit a New Jersey Public Works Contractors Registration Certificate as required under New Jersey statute. It has been subsequently learned that Rebeck is not in possession of such a Certificate. The law is clear that applications for registration shall not be accepted as a substitute for a certificate of registration. As such, it is without question that GMH is ineligible to bid on a Contract for “public works” with a subcontractor who is not in possession of a Public Works Contractor Registration Act Certificate.

A public work is a construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work done under contract and paid for in whole or in part out of the funds of a public body. As mentioned above, the specifications here without question are for a “public work”.

Joseph V. Rizzuto
Executive Director
June 23, 2022
Page 5

RE: 2022 Miscellaneous Mechanical Services
MISC-16-22

Based on the aforementioned, as it is my legal opinion that the scope of work here without question meets the definition of public work, GMH is therefore ineligible to bid on MISC-16-22, due to the failure and inability of GMH's listed subcontractor, Rebeck, to submit a valid Public Works Contractor Registration Act certificate at the time of the bid. As such, it is my legal opinion that the Authority has no alternative but to reject the bid submitted by GMH.

IV. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the bid submitted by GMH must be rejected due to the inability of one of their listed subcontractors, Rebeck, to submit a valid Public Works Contractor Registration Act Certificate. As such, it is recommended that a Resolution be placed on the Agenda for an upcoming meeting rejecting the bid submitted by GMH for MISC-16-22 due to the reasons set forth above, subject to staff concurrence.

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

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

Christopher F. Long

Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 81-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT CHEM-38-22 (PARTS A AND B) – FURNISH AND DELIVER HYDROGEN PEROXIDE TO VARIOUS CMCMUA REGIONAL 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-38-22 - Furnish and Deliver Hydrogen Peroxide to Various Regional Wastewater Treatment Facilities ("Contract" Parts A and B) and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received two (2) bids in accordance with the public advertisement for the Contract and publicly opened said bid on June 14, 2022; and,

WHEREAS, the CMCMUA's Wastewater Program Manager has reviewed the bid submitted by the apparent low bidder for Parts A and B, George S. Coyne Chemical Co., Inc., and has determined that it complies with the Technical Specifications of the Contract and recommends George S. Coyne Chemical Co., Inc. be awarded said Contract;

Part A

Supply 50% Hydrogen Peroxide – Bulk and,

Part B

Supply 50% Hydrogen Peroxide – Tote Containers; 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 of said Contract; and,

WHEREAS, the Authority's Purchasing Agent, Chief Financial Officer and Executive Director have concurred 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 a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract CHEM-38-22 Part A in the not-to-exceed amount of \$113,120.00 and Part B in the not-to-exceed amount of \$124,872.30; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Part A of Contract CHEM-38-22 is hereby awarded to George S. Coyne Chemical Co, Inc. for a total not-to-exceed amount of \$113,120.00.

3. Part B of Contract CHEM-38-22 is hereby awarded to George S. Coyne Chemical Co, Inc. for a total not-to-exceed amount of \$124,872.30.
4. 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.
5. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities under Contract CHEM-38-22 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 Part A \$113,120.00 and Part B \$124,872.30.

	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. 81-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Hydrogen Peroxide to Various CCMUA Regional Wastewater Treatment Facilities

Purpose and Scope of Contract: The purpose of this Contract is for the supply and delivery of 50% hydrogen peroxide solution to Regional Wastewater Treatment Facilities for the use in odor control systems. A single contract will be awarded to the responsible bidder who submit the "lowest adjusted price" for Part A and Part B. Anticipated total volume of 50% hydrogen peroxide (Part A and Part B) is 49,000 gallons.

Part A: Supply 50% Hydrogen Peroxide – Bulk (minimum 500 gallons)

Part B: Supply 50% Hydrogen Peroxide – Tote Containers (300 gallons)

PROCUREMENT INFORMATION

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

Contract Number: CHEM-38-22 **Term of Contract:** One (1) Year **Option to Renew:** No
Parts A and B 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: \$165,000.00

Advertisement Date: May 27, 2022 **Opening Date:** June 14, 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

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 \$113,120.00; Part B \$124,872.30

Contract Spending Previous Contract Year: Part A: \$35,975.39; Part B: \$8,690.45



Kevin W. McGahey, Purchasing Agent

06-23-2022

Date



Joshua Palombo, Wastewater Program Manager

6/21/22

Date



Robert P. Donato, Chief Financial Officer

6/23/2022

Date



Joseph V. Rizzuto, Executive Director

06/21/22

Date

ENGINEER'S ESTIMATE		OPENING DATE		George S. Coyne Chemical Co., Inc.		Evoqua Water Technologies LLC		
\$165,000.00		TUESDAY, JUNE 14, 2022 @ 2:00 P.M.						
CONTRACT NUMBER AND TITLE								
CHEM-38-22 FURNISH AND DELIVER HYDROGEN PEROXIDE TO VARIOUS CMCKUA REGIONAL WASTEWATER TREATMENT FACILITIES								
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	PART A: SUPPLY 60% HYDROGEN PEROXIDE - BULK MANUFACTURER AND TRADE NAME OF 50% HYDROGEN PEROXIDE TO BE SUPPLIED:		ArtemaPeroxChem-Hydrogen Peroxide		PeroxChem - 50% Hydrogen Peroxide Solution			
2	COUNTRY OF ORIGIN:		USA		USA			
3	FIRM(S) DELIVERING CHEMICAL:		Coyne Chemical		PeroxChem			
4	UNIT PRICE PER GALLON OF 50% HYDROGEN PEROXIDE		4.0400		3.1900			
5	SPILL COMPENSATION AND CONTROL TAX				0.0490			
	WILL PROVIDE "SECONDARY TRANSFER CERTIFICATE" (ENTER 0.00 ON LINE 5)							
	WILL NOT PROVIDE "SECONDARY TRANSFER CERTIFICATE" (ENTER 1.53% OF LINE 4 ON LINE 5)		exception		0.0490			
6	ADJUSTED UNIT PRICE PER GALLON OF 50% HYDROGEN PEROXIDE (SUM OF LINE 4 AND LINE 5 - FOR BID EVALUATION AND AWARD PURPOSES)		4.0400		3.2390			
7	TOTAL CONTRACT PRICE (FOR DETERMINING SIZE OF BID BOND) (28,000 GALLONS X LINE 4)	28,000	4.0400 \$	113,120.00	3.2390	90,692.00		
1	PART B: SUPPLY 60% HYDROGEN PEROXIDE - (Total=300 GAL.) MANUFACTURER AND TRADE NAME OF 50% HYDROGEN PEROXIDE TO BE SUPPLIED:		ArtemaPeroxChem-Hydrogen Peroxide		Brenntag - 50% Hydrogen Peroxide Solution			
2	COUNTRY OF ORIGIN:		USA		USA			
3	FIRM(S) DELIVERING CHEMICAL:		Coyne Chemical		Brenntag			
4	UNIT PRICE PER GALLON OF 50% HYDROGEN PEROXIDE		5.9463		7.3700			
5	SPILL COMPENSATION AND CONTROL TAX				0.1130			
	WILL PROVIDE "SECONDARY TRANSFER CERTIFICATE" (ENTER 0.00 ON LINE 5)							
	WILL NOT PROVIDE "SECONDARY TRANSFER CERTIFICATE" (ENTER 1.53% OF LINE 4 ON LINE 5)		exception		0.1130			
6	ADJUSTED UNIT PRICE PER GALLON OF 50% HYDROGEN PEROXIDE (SUM OF LINE 4 AND LINE 5 - FOR BID EVALUATION AND AWARD PURPOSES)		5.9463		7.4830			
7	TOTAL CONTRACT PRICE (FOR DETERMINING SIZE OF BID BOND) (21,000 GALLONS X LINE 4)	21,000	5.9463 \$	124,872.30	7.4830 \$	157,143.00		
TOTAL CONTRACT PRICE (PART A AND PART B):				\$ 237,992.30		\$ 247,835.00		

ENGINEER'S ESTIMATE \$165,000.00
 OPENING DATE TUESDAY, JUNE 14, 2022 @ 2:00 P.M.
 CONTRACT NUMBER AND TITLE
 CHEM-38-22 FURNISH AND DELIVER HYDROGEN PEROXIDE TO VARIOUS CMCMUA REGIONAL WASTEWATER TREATMENT FACILITIES

George S. Coyne Chemical Co., Inc.

Evoqua Water Technologies LLC

ITEM	DESCRIPTION	QUANTITY REQUIRED	UNIT PRICE PROVIDED	EXT. PRICE	UNIT PRICE PROVIDED	EXT. PRICE	UNIT PRICE PROVIDED	EXT. PRICE	UNIT PRICE PROVIDED	EXT. PRICE
	BIDDER'S CHECKLIST	X	yes		yes					
	BID GUARANTEE	X	yes		yes					
	CONSENT OF SURETY	X	yes	valid provider	yes	valid provider				
	STATEMENT OF OWNERSHIP DISCLOSURE	X	yes	valid provider	yes	valid provider				
	NON-COLLUSION AFFIDAVIT	X	yes		yes					
	EMERGENCY CONTACT INFORMATION	X	yes		yes					
	BIDDER'S EXPERIENCE	X	yes		yes					
	SDS (SAFETY DATA SHEETS)	X	yes		yes					
	MANUFACTURER'S SPECIFICATION SHEETS	X	yes		yes					
	REFERENCES FOR EQUIVALENT PRODUCTS (IF APPLICABLE)	X	yes		yes					
	PROPOSAL FORM(S)	X	yes		yes					
	ADDENDA ACKNOWLEDGEMENT	X	yes		yes					
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		yes		no					
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes	valid	yes	valid				
	IRS FORM W-9		yes		no					
	INSURANCE CERTIFICATE(S)		yes	proof	no					
	MANDATORY AFFIRMATIVE ACTION		yes	15-Dec-2024	yes	15-Jul-2022				

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

June 23, 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 Hydrogen Peroxide to Various CMCMUA Regional Wastewater
Treatment Facilities
CHEM-38-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submissions with respect to the Contract for CHEM-38-22 to Furnish and Deliver Hydrogen Peroxide to Various Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") Regional Wastewater Treatment Facilities. The CMCMUA received two (2) bids for the Contract. The bids were submitted on Tuesday, June 14, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>TOTAL CONTRACT PRICE</u>
1. George S. Coyne Chemical Co., Inc.	\$237,992.30
2. Evoqua Water Technologies, LLC	\$247,835.00

II. FACTUAL ANALYSIS

The bid specifications sought bids for a vendor to supply and deliver hydrogen peroxide solutions to various Wastewater Treatment Facilities throughout the Authority. It is anticipated that a total of 49,000 gallons (Part A: Bulk plus Part B: Totes) of 50% hydrogen peroxide solution will be required during this contract period. See Bid Specifications – Section IV(1.0) – Technical Specifications, Summary of Work. The specifications make clear that the quantities listed in the bid are provisional and no guarantee is given or implied as to the total quantity that will be purchased during the contract period. See Bid Specifications – Section IV(4.0) – Technical Specifications, Quantity. Bidder's were instructed to supply prices for hydrogen peroxide delivered in bulk (Part A) and delivered in totes (Part B). A single contract is to be awarded to the responsible

**RE: Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities
CHEM-38-22**

bidder who submits the lowest adjusted price for Part A and Part B. See Bid Specifications – Section III(15) – Specific Instructions, Contract Award.

Following review of the bids submitted, the apparent low bid for the above referenced contract was submitted by George S. Coyne Chemical Co., Inc. (“Coyne”). Following my review of the bid, no defects were uncovered, and the bid complied with the specifications from a legal perspective. The bid was further reviewed from a technical perspective by Mr. Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following his review, Mr. Palombo opined that while Coyne stated exceptions to the delivery requirements within their bid, their delivery terms are acceptable to the Authority. As such, following his review, Mr. Palombo recommended the award of the contract for CHEM-38-22 to Coyne.

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

RE: Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities
CHEM-38-22

bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way. Terminal Const. Corp., 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. Hanover Tp. v. Inter. Fidelity Ins. Co., 122 N.J.Super. 544, 548 (App.Div.1973).

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

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

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

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

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);

**RE: Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities
CHEM-38-22**

e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents;"

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

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

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

a. The lowest bid substantially exceeds the cost estimates for the goods or services;

b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;

c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;

d. The contracting unit wants to substantially revise the specifications for the goods or services;

e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;

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

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

As outlined above, the bid submitted by Coyne contained no defects and complied with the specifications from a legal perspective. However, upon review from a technical perspective, Mr. Palombo noted that there were exceptions to the delivery requirements within the bid submitted by Coyne. Despite this, Mr. Palombo opined that the delivery terms are acceptable to the Authority and recommended the award of the contract for CHEM-38-22 to Coyne.

RE: Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities
CHEM-38-22

As such, to the extent that the exception within Coyne's bid is a defect within the bid, it is my legal opinion that such a defect is minor in nature and may be waived by the Authority. A waiver of said potential defect does not deprive the Authority of any assurances the Contract will be entered into, performed or guaranteed according to its specific requirements, as the exception has been evaluated by Mr. Palombo who has opined that the bid satisfies the technical requirements of the specifications. Further, a waiver of said potential defect cannot be said to adversely affect competitive bidding by placing Coyne in a position of advantage over the other bidders or otherwise undermine the necessary common standard of competition. Based upon the aforementioned, it is my legal opinion that to the extent the exception within Coyne's bid is considered a defect within the bid, it is minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale, Terminal Const. Corp.

IV. GEORGE S. COYNE CHEMICAL CO., INC.'S BID

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

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

The bid submitted by Coyne is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for contract CHEM-38-22, to

Joseph V. Rizzuto
Executive Director
June 23, 2022
Page 6

RE: Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities
CHEM-38-22

Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities on behalf of the CMCMUA is Coyne. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to Coyne, subject to staff concurrence and the availability of funds.

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

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

Christopher F. Long

Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 82-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WW-15-22-REBID – OCEAN OUTFALL RISER INSPECTION AND DIFFUSER REPLACEMENT AT VARIOUS LOCATIONS TO MIDATLANTIC ENGINEERING PARTNERS, LLC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract WW-15-22-REBID – Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations ("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 June 9, 2022; and,

WHEREAS, the Authority's Chief Engineer has reviewed the bid submitted by the sole bidder, MidAtlantic Engineering Partners, LLC., and has determined that it complies with the Technical Specifications of the Contract and recommends MidAtlantic Engineering Partners, LLC. be awarded said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that MidAtlantic Engineering Partners, LLC., 5 Commerce Way, Suite 200, Hamilton, NJ 08691, is a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for said Contract in the not-to-exceed amount of \$91,900.00; 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 WW-15-22-REBID 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 MidAtlantic Engineering Partners, LLC., at the total not-to-exceed amount of \$91,900.00.
3. The term of this Contract is one (1) year from execution of the Contract by all parties.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of the Contract WW-15-22-REBID, Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations, 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 \$91,900.00.

	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. 82-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations
Purpose and Scope of Contract: The purpose and scope of this Contract is to complete an underwater dive inspection of the Ocean City, Wildwood/Lower, and Seven Mile Beach/Middle Regions' ocean outfall diffusers and cleanouts, and perform a minor amount of maintenance on each outfall diffuser section. Additionally, this Contract is for replacement of any newly discovered missing or damaged diffuser risers, if and where directed by the Authority, found during the inspection. A video of the physical inspection, along with a written report of the physical inspection shall be submitted to the Authority.

PROCUREMENT INFORMATION

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

Contract Number: WW-15-22-REBID **Term of Contract:** 75 Days **Option to Renew:** No Yes:
after Execution of Agreement

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

Liquidated Damages: No Yes: Basis:

Engineer's Estimate: \$188,000.00

Advertisement Date: May 18, 2022 **Opening Date:** June 9, 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: MidAtlantic Engineering Partners, LLC **Address:** 5 Commerce Way
Suite 200
Hamilton, NJ 08691


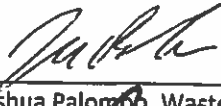

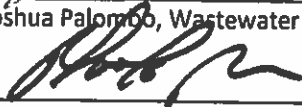
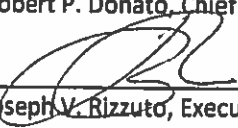
BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$91,900.00

Contract Spending Previous Contract Year: \$56,555.00

 _____ Kevin W. McGahey, Purchasing Agent	<u>06-23-2022</u> Date	 _____ Joshua Palombo, Wastewater Program Manager	<u>6/21/22</u> Date
 _____ Robert P. Donato, Chief Financial Officer	<u>6/23/2022</u> Date	 _____ Thomas J. LaRocco, P.E., Chief Engineer	<u>6/23/22</u> Date
 _____ Joseph V. Rizzuto, Executive Director	<u>06/21/22</u> Date		

Cape May County Municipal Utilities Authority

RESOLUTION NO. 83-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SW-EQUIP-32-22 FURNISH AND DELIVER OEM REPLACEMENT AND REMANUFACTURED PARTS AND REPAIR SERVICES FOR JENBACHER/GE LFG FUELED ELECTRIC GENERATORS TO NORTHEAST ENERGY SYSTEMS, LLC. (SUBSIDIARY OF PENN POWER GROUP, LLC)

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SW-EQUIP-32-22 - Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators ("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 June 7, 2022; and,

WHEREAS, the Authority's Solid Waste Program Manager has reviewed the sole bid submitted by Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) and has determined that it complies with the Technical Specifications of the Contract and recommends Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) be awarded said Contract; and,

WHEREAS, the Authority's General Legal Counsel has reviewed the bid submitted by Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) and has opined, after researching the applicable law, that their bid complied with the Bid Specifications of said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.), 8330 State Road, Philadelphia, PA 19136, is a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract SW-EQUIP-32-22 in the total not-to-exceed amount of \$372,150.00,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SW-EQUIP-32-22 identified in the Preamble of this Resolution, in substantially the same form is now on file with the Authority's Office Manager, is hereby awarded to Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) at the total not-to-exceed amount of \$372,150.00.
3. 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) 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 and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators under Contract SW-EQUIP-32-22 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 \$372,150.00.

	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. 83-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 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 Jenbacher/GE LFG Fueled Electric Generators

Purpose and Scope of Contract: The purpose of this contract is secure a vendor to provide, on an "as needed" basis, various new and unused Original Equipment Manufacturers (OEM) replacement parts and components for the Authority's one (1) Megawatt (each) landfill gas (LFG) operated electric generator sets. Contractor must be a fully authorized and franchised vendor of the OEM and able to supply all replacement parts, materials and supplies as listed in the manufacturer parts books of the equipment listed below, as well as to provide service on an "as needed" basis.

PROCUREMENT INFORMATION

Contract Type: Procurement (Goods and Services)

Construction

Professional Services

Non-Professional Services

Contract Number: SW-EQUIP-32-22

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: \$450,000.00

Advertisement Date: May 11, 2022

Opening Date: June 7, 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: Northeast Energy Systems, LLC.
(Subsidiary of Penn Power Group, LLC.)

Address: 8330 State Road
Philadelphia, PA 19136

BUDGET INFORMATION


Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

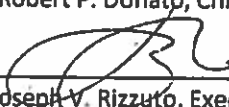
Contract Value, Not-To-Exceed: \$372,150.00

Contract Spending Previous Contract Year: \$236,441.33


Kevin W. McGahey, Purchasing Agent Date 06-23-2022


Robert P. Donato, Chief Financial Officer Date 6/23/2022


John R. Conturo, Solid Waste Program Manager Date 6/21/2022


Joseph V. Rizzuto, Executive Director Date 06/21/22

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

June 17, 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 and Remanufactured Parts and Repair
Services for Jenbacher/GE LFG Fueled Electric Generators
SW-EQUIP-32-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submissions with respect to the contract to Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received one (1) bid for this Contract. The sole bid was received on Tuesday, June 7, 2022, at 2:00 p.m. as follows:

<u>Vendor</u>	<u>Total Amount Bid</u>
I. Penn Power Group, LLC d/b/a Northeast Energy Systems, LLC	\$372,150.00
<u>Engineer's Estimate:</u>	<u>\$450,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought to secure a vendor to provide, on an "as needed" basis, various new and remanufactured Original Equipment Manufacturers (OEM) replacement parts and motor oil for the Authority's one (1) Megawatt (each) landfill gas (LFG) operated electric generator sets. See Bid Specifications IV(1.0) - Technical Specifications, Scope of Work. The contract does not guarantee that a specific number of parts will be ordered, or that a specific number of labor hours will be requested, or that a

**RE: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators
SW-EQUIP-32-22**

specific total dollar amount will be expended. See Bid Specifications IV(5.0) – Technical Specifications, Bid Quantities. A total price list value of \$235,000.00 for parts identified in the Nationally published parts price list, \$30,000.00 for additional parts identified in Attachment 1, 4,000 gallons of motor oil, a freight allowance of \$15,000.00 and a total of two hundred (200) hours of labor as listed on the Proposal Page will be used to evaluate the total contract price for bidding purposes. See Bid Specifications IV(5.0) – Technical Specifications, Bid Quantities. Payment will only be made for the parts and motor oil that are ordered and received, for freight costs actually expended and for hours actually worked onsite to complete the requested repairs. See Bid Specifications IV(5.0) – Technical Specifications, Bid Quantities. The specifications provide that a contract will be awarded to the responsible bidder who submits the lowest total dollar amount bid. See Bid Specifications IV(8.0) – Technical Specifications, Contract Award.

The apparent low bidder for the above referenced contract was Penn Power Group, LLC d/b/a Northeast Energy Systems, LLC (“Northeast”). Upon examination of the bid submitted by Northeast, it was uncovered that the bidder did not submit Insurance Certificates or Affirmative Action Information within their original bid package. However, the bid specifications provide that Insurance Certificates and Affirmative Action Information must be submitted prior to the execution of an agreement. See Bid Specifications III(1) – Specific Instructions, Insurance Requirements; See Bid Specifications II(6) – General Instructions to Bidders, Mandatory Affirmative Action Certification. As such, all documents submitted by Northeast complied with the specifications from a legal perspective.

The bid was further reviewed from a technical perspective by Mr. John R. Conturo, PE, Solid Waste Program Manager on behalf of the Authority. Following his review, via correspondence dated June 16, 2022, Mr. Conturo opined that the bid submitted by Northeast complied with the technical specifications and thereafter recommended the award of the contract to Northeast.

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 Ridgely 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

RE: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators
SW-EQUIP-32-22

or vendor: (a) whose response to a request for bids offers the lowest price and is responsive; and (b) who is responsible. N.J.S.A. 40A:11-2. The lowest responsible bidder on a public Contract must not only be deemed responsible but must submit the lowest bid which conforms to the Contract specifications. Matter of Protest of Award of On-Line Games Production & Operation Services Contract, Bid No. 95-X-20175, 279 N.J.Super. 566, 590 (App.Div.1995).

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

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

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

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

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

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);

**RE: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators
SW-EQUIP-32-22**

- 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:

1. Lowest bid substantially exceeds cost estimates;
2. Lowest bid substantially exceeds appropriation;
3. Governing body abandons the project;
4. Contracting unit wants to substantially revise the bid specifications;
5. Purpose and/or provisions of the LPCL and PSCL are violated; or
6. Governing body opts to use the state contract."

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

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

IV. NORTHEAST'S BID

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

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

**RE: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators
SW-EQUIP-32-22**

4. Contact List;
5. Proposal;
6. Acknowledgment of Receipt of Addenda;
7. Disclosure of Investment Activities in Iran Form;
8. New Jersey Business Registration Certificate;
9. Public Works Contractor Registration Act Certificate;
10. Certification of Non-Debarment for Federal Government Contracts;
11. IRS Form W-9.

The bid submitted by Northeast is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the Contract SW-EQUIP-32-22 to Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators on behalf of the Authority be awarded to Northeast. Please note, Northeast must supply insurance certificates and affirmative action information prior to the execution of the agreement. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract subject to staff concurrence and the availability of funds.

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

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



By: 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
Kevin McGahey, QPA, Purchasing Agent
Desiree McDonald, Principal Purchasing Assistant

Cape May County Municipal Utilities Authority

RESOLUTION NO. 84-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SW-EQUIP-33-22 - PROVIDE SERVICE FOR THE REMOVAL, INSPECTION, REPAIR AND REINSTALLATION OF STAMFORD GENERATORS FOR THE SOLID WASTE PROGRAM TO NORTHEAST ENERGY SYSTEMS, LLC. (SUBSIDIARY OF PENN POWER GROUP, LLC)

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SW-EQUIP-33-22 – Provide Service for the Removal, Repair and Reinstallation of Stamford Generators for the Solid Waste Program ("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 June 9, 2022; and,

WHEREAS, the Authority's Solid Waste Program Manager has reviewed the sole bid submitted by Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) and has determined that it complies with the Technical Specifications of the Contract and recommends Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) be awarded said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.), 8330 State Road, Philadelphia, PA 19136, is a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract SW-EQUIP-33-22 in the total not-to-exceed amount of \$49,880.00,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SW-EQUIP-33-22 identified in the Preamble of this Resolution, in substantially the same form is now on file with the Authority's Office Manager, is hereby awarded to Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) at the total not-to-exceed amount of \$49,880.00.
3. 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) 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 Provide Service for the Removal, Repair and Reinstallation of Stamford Generators for the Solid Waste Program under Contract SW-EQUIP-33-22 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 \$49,880.00.

	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. 84-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Provide Service for the Removal, Inspection, Repair and Reinstallation of Stamford Generators for the Solid Waste Program

Purpose and Scope of Contract: Secure a vendor who will provide various parts and repair services for the Authority's three (3) Stamford Generators which are installed on the GE Jenbacher J320 (1) Megawatt (each) landfill gas (LFG) operated electric generator sets and one (1) spare electrical generator.

PROCUREMENT INFORMATION

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

Contract Number: SW-EQUIP-33-22 **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: \$60,000.00

Advertisement Date: May 12, 2022 **Opening Date:** June 9, 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: Northeast Energy Systems, LLC.
(Subsidiary of Penn Power Group, LLC.)

Address: 8330 State Road
Philadelphia, PA 19136

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$49,880.00

Contract Spending Previous Contract Year: \$0



Kevin W. McGahey, Purchasing Agent Date 06/23/2022



Robert P. Donato, Chief Financial Officer Date 4/23/2022



John R. Conturo, Solid Waste Program Manager Date 6/23/2022



Joseph V. Rizzuto, Executive Director Date 04/23/22

ENGINEER'S ESTIMATE		OPENING DATE		Penn Power Group LLC dba Northeast Energy Systems LLC														
\$80,000.00		THURSDAY, JUNE 9, 2022 @ 2:00 P.M.																
CONTRACT NUMBER AND TITLE				QUANTITY			UNIT PRICE		EXT. PRICE		UNIT PRICE		EXT. PRICE		UNIT PRICE		EXT. PRICE	
SW-EQUIP-33-22 PROVIDE SERVICE FOR THE REMOVAL, INSPECTION, REPAIR AND REINSTALLATION OF STAMFORD GENERATORS FOR THE SOLID WASTE PROGRAM				1			25,000.00		25,000.00									
PARTS ALLOWANCE: ALL MATERIALS AND PARTS SUPPLIED BY THE CONTRACTOR AND INCORPORATED INTO THE WORK, AT INVOICED COST PLUS 15% FOR PROFIT AND OVERHEAD ACTUAL COSTS FOR EQUIPMENT.																		
2	HOURLY RATE FOR WORKSHOP OVERHAUL SERVICES			80			155.00		12,400.00									
3	HOURLY RATE FOR ON-SITE MAINTENANCE AND REPAIR			64			195.00		12,480.00									
TOTAL AMOUNT BID							49,880.00											
REQUIRED				x			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				x			yes											
NAME, PHONE NUMBER, EMAIL ADDRESS OF PARTS AND SERVICE CONTACT PERSON							yes											
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE							yes		valid									
N.J. BUSINESS REGISTRATION CERTIFICATE							yes		valid									
FEDERAL NON-DEBARMENT CERTIFICATION							yes		clear									
IRS FORM W-9							yes											
INSURANCE CERTIFICATE							no											
MANDATORY AFFIRMATIVE ACTION							no											

Cape May County Municipal Utilities Authority

RESOLUTION NO. 85-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SLF-29-22-REBID – LABORATORY SERVICES FOR LANDFILL GAS SAMPLING AND ANALYSIS OF EMISSIONS FROM TWO (2) 1,059 KW ELECTRICAL GENERATORS TO AIRNOVA, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SLF-29-22-REBID – Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from Two (2) 1,059 kW Electrical Generators ("Contract") and furnished detailed 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 bids on June 16, 2022; and,

WHEREAS, the Authority's Senior Regulatory Compliance Engineer has reviewed the bid submitted by the sole bidder, AirNova, Inc., and has determined that it complies with the Technical Specifications of the Contract and recommends AirNova, Inc. be awarded said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that AirNova, Inc., 3485 Haddonfield Road, Pennsauken, NJ 08109 is a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract SLF-29-22-REBID in the total not-to-exceed amount of \$43,950.00; and,

WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for such 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 SLF-29-22-REBID 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 AirNova, Inc., at the total contract amount of \$43,950.00.
3. The term of this Contract is one (1) year from execution of the Contract by all parties.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from Two (2) 1,059 kW Electrical Generators under Contract SLF-29-22-REBID 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 \$43,950.00.

	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. 85-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from Two (2) 1,059 kW Electrical Generators

Purpose and Scope of Contract: The purpose and scope of this Contract is for an NJDEP certified laboratory to prepare a stack test protocol for NJDEP review and approval, collect three (3) sets of samples of emissions from two (2) 1,059 kW electrical generators, analyze the samples, and generate specific reports in accordance with the Landfill's Title V Air Permit.

PROCUREMENT INFORMATION

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

Contract Number: SLF-29-22-REBID **Term of Contract:** One (1) Year **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$58,000.00

Advertisement Date: May 25, 2022

Opening Date: June 16, 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: AirNova, Inc.

Address: 3845 Haddonfield Road
Pennsauken, NJ 08109

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$43,950.00

Contract Spending Previous Contract Year: \$18,770.70



Kevin W. McGahey, Purchasing Agent

06/23/2022
Date



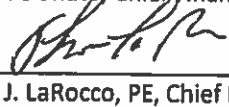
Robert P. Donato, Chief Financial Officer

6/23/2022
Date



John F. Conturo, Solid Waste Program Manager

6/21/2022
Date



Thomas J. LaRocco, PE, Chief Engineer

6/22/2022
Date



Joseph V. Rizzuto, Executive Director

06/21/22
Date

ENGINEER'S ESTIMATE		OPENING DATE	AirNova, Inc.			
\$58,000.00		THURSDAY, June 16, 2022 @ 2:00 P.M.				
CONTRACT NUMBER AND TITLE		SLF-25-22-REBID LABORATORY SERVICES FOR SAMPLING AND ANALYSIS OF EMISSIONS FROM TWO (2) 1,059 KW ELECTRICAL GENERATORS				
ITEM	DESCRIPTION	QUANTITY	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM
1	BASE SAMPLING - PREPARE AND SUBMIT STACK TESTING PROTOCOL TO NJDEP (FOR 1,059 KW ELECTRICAL GENERATORS)	1	1,250.00			
2	BASE SAMPLING: SAMPLING & ANALYSIS OF TWO (2) 1,059 KW ELECTRICAL GENERATORS AS SPECIFIED PER NJDEP APPROVED STACK TESTING PROTOCOL	1	14,500.00			
3	BASE SAMPLING: DELIVER PRELIMINARY AND FINAL STACK TEST REPORTS AS SPECIFIED (FOR 1,059 KW ELECTRICAL GENERATORS)	1	1,850.00			
4	OPTIONAL SAMPLING: SAMPLING AND ANALYSIS OF TWO (2) 1,059 KW ELECTRICAL GENERATORS AS SPECIFIED PER NJDEP APPROVED STACK TESTING PROTOCOL - IF AND WHERE DIRECTED BY THE AUTHORITY	1	14,500.00			
5	OPTIONAL SAMPLING: DELIVER PRELIMINARY AND FINAL TEST REPORTS AS SPECIFIED (FOR 1,059 KW ELECTRICAL GENERATORS) - IF AND WHERE DIRECTED BY THE AUTHORITY	1	1,850.00			
6	ALLOWANCE	1	10,000.00			
TOTAL AMOUNT BID			\$ 43,950.00			
BIDDER'S CHECKLIST		Required	Provided	Provided	Provided	Provided
BID GUARANTEE		x	yes			
STATEMENT OF OWNERSHIP DISCLOSURE		x	yes			
NON-COLLUSION AFFIDAVIT		x	yes			
BIDDER'S LABORATORY EXPERIENCE / REFERENCES		x	yes			
LABORATORY CERTIFICATION		x	yes			
ADDITIONAL BIDDER'S QUALIFICATIONS		x	yes			
PROPOSAL FORM(S)		x	yes			
ADDENDA ACKNOWLEDGEMENT		x	yes			
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN						
N.J. BUSINESS REGISTRATION CERTIFICATE						
IRS FORM W-9						
INSURANCE CERTIFICATE(S)						
MANDATORY AFFIRMATIVE ACTION						

Cape May County Municipal Utilities Authority

RESOLUTION NO. 86-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SLF-30-22-REBID – LABORATORY SERVICES FOR LANDFILL GAS SAMPLING AND ANALYSIS OF EMISSIONS FROM ONE (1) 750 SCFM ENCLOSED FLARE TO AIRNOVA, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SLF-30-22-REBID – Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from One (1) 750 SCFM Enclosed Flare ("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 bids on June 16, 2022; and,

WHEREAS, the Authority's Senior Regulatory Compliance Engineer has reviewed the bid submitted by the sole bidder, AirNova, Inc., and has determined that it complies with the Technical Specifications of the Contract and recommends AirNova, Inc. be awarded said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that AirNova, Inc., 3485 Haddonfield Road, Pennsauken, NJ 08109 is a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract SLF-30-22-REBID in the total not-to-exceed amount of \$38,700.00; and,

WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for such 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 SLF-29-22-REBID 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 AirNova, Inc., at the total contract amount of \$38,700.00.
3. The term of this Contract is one (1) year from execution of the Contract by all parties.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from One (1) 750 SCFM Enclosed Flare under Contract SLF-30-22-REBID 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 \$38,700.00.

	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. 86-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from One (1) 750 SCFM Enclosed Flare

Purpose and Scope of Contract: The purpose and scope of this Contract is for an NJDEP certified laboratory to prepare a stack test protocol for NJDEP review and approval, collect three (3) sets of samples of emissions from one (1) 750 SCFM enclosed flare in accordance with the Landfill's Title V Air Permit.

PROCUREMENT INFORMATION

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

Contract Number: SLF-30-22-REBID **Term of Contract:** One (1) Year **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$19,000.00

Advertisement Date: May 25, 2022 **Opening Date:** June 16, 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: AirNova, Inc.

Address: 3845 Haddonfield Road
Pennsauken, NJ 08109

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$38,700.00

Contract Spending Previous Contract Year: N/A



Kevin W. McGahey, Purchasing Agent

06/23/2022

Date



Robert P. Donato, Chief Financial Officer

6/23/2022

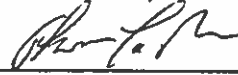
Date



John R. Conturo, Solid Waste Program Manager

6/21/2022

Date



Thomas J. LaRocco, PE, Chief Engineer

6/22/2022

Date



Joseph V. Rizzuto, Executive Director

06/21/22

Date

ENGINEER'S ESTIMATE \$19,000.00

OPENING DATE THURSDAY, JUNE 17, 2022 @ 2:00 P.M.

CONTRACT NUMBER AND TITLE

SLF-30-22-REBID LABORATORY SERVICES FOR SAMPLING AND ANALYSIS OF EMISSIONS FROM ONE (1) 750SCFM ENCLOSED FLARE

AirNova, Inc.

ITEM	DESCRIPTION	QUANTITY	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM
1	BASE SAMPLING - PREPARE AND EMISSION TESTING PROTOCOL TO NJDEP (FOR 750 SCFM ENCLOSED FLARE)	1	1,200.00						
2	BASE SAMPLING SAMPLING & ANALYSIS OF ONE (1) 750 SCFM ENCLOSED FLARE AS SPECIFIED PER NJDEP APPROVED EMISSION TESTING PROTOCOL	1	12,250.00						
3	BASE SAMPLING DELIVER PRELIMINARY AND FINAL EMISSION TEST REPORTS AS SPECIFIED (FOR 750 SCFM ENCLOSED FLARE)	1	1,500.00						
4	OPTIONAL SAMPLING: SAMPLING AND ANALYSIS OF ONE (1) 750 SCFM ENCLOSED FLARE AS SPECIFIED PER NJDEP APPROVED EMISSION TESTING PROTOCOL - IF AND WHERE DIRECTED BY THE AUTHORITY	1	12,250.00						
5	OPTIONAL SAMPLING: DELIVER PRELIMINARY AND FINAL EMISSION TEST REPORTS AS SPECIFIED (FOR 750 SCFM ENCLOSED FLARE) - IF AND WHERE DIRECTED BY THE AUTHORITY	1	1,500.00						
6	ALLOWANCE	1	10,000.00						
	TOTAL AMOUNT BID		\$	39,700.00					
	BIDDERS CHECKLIST	Required	Provided	Provided	Provided	Provided	Provided	Provided	Provided
	BID GUARANTEE	x	yes						
	STATEMENT OF OWNERSHIP DISCLOSURE	x	yes						
	NON-COLLUSION AFFIDAVIT	x	yes						
	BIDDER'S LABORATORY EXPERIENCE / REFERENCES	X	yes						
	LABORATORY CERTIFICATION	X	yes						
	ADDITIONAL BIDDER'S QUALIFICATIONS	X	yes						
	PROPOSAL FORM(S)	X	yes						
	ADDENDA ACKNOWLEDGEMENT	X	yes						
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN								
	N.J. BUSINESS REGISTRATION CERTIFICATE		valid						
	IRS FORM W-9		yes						
	INSURANCE CERTIFICATE(S)		yes						
	MANDATORY AFFIRMATIVE ACTION		yes						

Cape May County Municipal Utilities Authority

RESOLUTION NO. 87-22

RESOLUTION AUTHORIZING THE SALE OF RENEWABLE ENERGY CERTIFICATES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/ "Authority") has designed and constructed a Landfill Gas-to-Energy Facility at its Sanitary Landfill site; and,

WHEREAS, the CMCMUA has determined that it is financially beneficial to market and sell Renewable Energy Certificates ("RECs") which are derived from the operation of the Authority's Landfill Gas-to-Energy Facility; and,

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property, which includes the sale of RECs through the use of an online auction service; and,

WHEREAS, the Authority, pursuant to its Resolution No. 8-21, authorized Marex Spectron, located at (<http://www.marexspectron.com/>), a vendor approved by the State of New Jersey, Department of Community Affairs, Division of Local Government Services for the provision of online auction services to market and sell all the RECs generated at the Authority's Sanitary Landfill site at a fixed price for the period of June 1, 2021 through May 31, 2023; and,

WHEREAS, DTE Energy Trading, Inc., submitted the highest bid of \$11.77 per REC for the purchase of all RECs, during the February 4, 2021 online auction, to be generated during the stated time period; and,

WHEREAS, an Agreement for the sale of RECs was executed by the Authority and DTE Energy Trading, Inc., pursuant to Resolution 8-21; and,

WHEREAS, the Authority has generated 574 RECs in May 2022 from the three (3) active electrical generators and 102 RECs from the parasitic electric usage for a total of 676 RECs currently available for sale.

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 CMCMUA is hereby authorized to sell 676 Renewable Energy Certificates generated at its Sanitary Landfill site to DTE Energy Trading, Inc.

	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. 87-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 2022.

Assistant Corporate Secretary

MEMORANDUM

June 21, 2022

TO: Mr. Joseph V. Rizzuto, Executive Director

FROM: John R. Conturo, Solid Waste Program Manager 

RE: May 2022 Renewable Energy Certificates

On February 4, 2021, Marex Spectron, on behalf of the Authority, auctioned Renewable Energy Certificates (REC's) for future generation from June 1, 2021 through May 31, 2023 which will be generated from the three (3) active electrical generators. All REC's were sold for \$11.77 each as:

NJ Class I 2020 REC's: 10,000 firm/2,500 contingent
NJ Class I 2021 REC's: 10,000 firm/2,500 contingent

46 REC's were sold for the month of April 2022.

As a continuation of our previous approval process, authorization is requested to sell the current May 2022 REC's totaling 574 REC's as well as 102 REC's generated from the parasitic electric usage all at the \$11.77/REC pricing. Each month, staff will continue to put forward an authorization request as new REC's become available for sale by PJM.

Therefore, approval of a resolution to sell 676 REC's is requested for the next Regular Board Meeting.

Approval (✓)



Joseph V. Rizzuto
Executive Director

JUNE 21, 2022

Date

JRC/jrc

cc: Mr. Thomas LaRocco
Mr. Robert P. Donato, CPA
Ms. Ann M. McDevitt
Mr. James Rocco

Cape May County Municipal Utilities Authority

RESOLUTION NO. 88-22

RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE HAULING, PROCESSING AND MARKETING SERVICES OF SINGLE STREAM RECYCLABLE MATERIALS FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY'S SOLID WASTE MANAGEMENT PROGRAM – RFP-32-21

This FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE HAULING, PROCESSING AND MARKETING SERVICES OF SINGLE STREAM RECYCLABLE MATERIALS FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY'S SOLID WASTE MANAGEMENT PROGRAM - RFP-32-21 is made and entered into this _____ day of _____, 2022, by and between the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, New Jersey 08210, hereinafter called "Authority" or "CMCMUA" and Omni Recycling Group, LLC, 408 Lambs Road, Pitman, New Jersey 08071, hereinafter called "Omni", (referred to collectively as the "Parties") hereinafter set forth provides as follows:

WHEREAS, the Parties entered into an Agreement for the Hauling, Processing and Marketing Services of Single Stream Recyclable Materials dated October 12, 2021 ("Agreement") and, by mutual agreement, hereto desire to authorize and amend the terms and conditions of the Agreement to include the following:

1. **Section 1. Scope of Work** shall be amended and replaced as attached hereto.
2. **Section 2. Definitions.** shall be amended and replaced as attached hereto.
3. **Section 3. Agreement Term, Extension, and Amendment** shall be amended and replaced as attached hereto.
4. **Section 3.A.** shall be amended and replaced as attached hereto.
5. **Section 3.B.**, shall be deleted in its entirety.
6. **Section 3.C.** shall be deleted in its entirety.
7. **Section 4.D.** shall be amended and replaced as attached hereto.
8. **Section 5.A.** shall be amended and replaced as attached hereto.
9. **Section 5.A.1.** shall be amended and replaced as attached hereto.
10. **Section 6.B.** shall be amended and replaced as attached hereto.
11. **Section 8.B.** shall be deleted in its entirety.
12. **Section 8.C.** shall be amended and replaced as attached hereto.
13. **Section 8.D.** shall be amended and replaced as attached hereto.
14. **Section 8.D.2.** shall be deleted in its entirety.
15. **Section 8.D.3.** shall be amended and replaced as attached hereto.

16. **Section 8.D.4.** shall be deleted in its entirety.
17. **Section 8.D.5.** shall be deleted in its entirety.
18. **Section 8.D.6.** shall be deleted in its entirety.
19. **New Section 8.D.7.** shall be inserted into the Agreement as attached hereto.
20. **Section 9.G.** shall be deleted in its entirety.
21. **Section 9.H.** shall be amended and replaced as attached hereto.
22. **Section 10.A.** shall be deleted in its entirety.
23. **Section 10.B.** shall be amended and replaced as attached hereto.
24. **Section 10.C.** shall be deleted in its entirety.
25. **Section 10.D.** shall be deleted in its entirety.
26. **Section 10.E.** shall be deleted in its entirety.
27. **Section 10.F.** shall be deleted in its entirety.
28. **Section 10.G.** shall be inserted into the Agreement as attached hereto.
29. **Section 12.A.** shall be amended and replaced as attached hereto.
30. **Section 12.B.** shall be amended and replaced as attached hereto.
31. **Section 12.C.** shall be amended and replaced as attached hereto.
32. **Section 12.D.** shall be amended and replaced as attached hereto.
33. **Section 13.A.** shall be amended and replaced as attached hereto.
34. **Section 13.B.** shall be amended and replaced as attached hereto.
35. **Section 15.A.** shall be amended and replaced as attached hereto.
36. **Section 17. E.** shall be amended and replaced as attached hereto.
37. **Section 18.A.** shall be amended and replaced as attached hereto.
38. **Section 18.F.** shall be deleted in its entirety.
39. **Section 18.G.** shall be deleted in its entirety.
40. **Section 18.H.** shall be amended and replaced as attached hereto.

41. **Section 18.I.** shall be amended and replaced as attached hereto.
42. **Section 18.K.** shall be inserted into the Agreement as attached hereto.
43. **Section 18.L.** shall be inserted into the Agreement as attached hereto.
44. **Section 18.M.** shall be inserted into the Agreement as attached hereto.
45. **Section 18.N.** shall be inserted into the Agreement as attached hereto.
46. **Section 19.A.** shall be amended and replaced as attached hereto.
47. **Section 20.D.** shall be amended and replaced as attached hereto.
48. **Section 20.J.** shall be inserted into the Agreement as attached hereto.
49. **Section 21. GUARANTY AGREEMENTS** shall be inserted into the Agreement as attached hereto.
50. **Section 22. NOTICE** shall be inserted into the Agreement as attached hereto.
51. **Exhibit A** shall be deleted in its entirety.
52. **Exhibit B** shall be deleted in its entirety.

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute the First Amendment to the Agreement with OMNI Recycling Group, LLC. to provide hauling, processing and marketing services of single stream recyclable materials for the Cape May County Municipal Utilities Authority's Solid Waste Management Program.
3. Compensation to OMNI Recycling Group, LLC. for services provided to the Authority will be based upon the fee schedule contained in Section 10 of the First Amendment to the Agreement in the not-to-exceed amount of \$1,705,000.00 for calendar year 2023.
4. The term of this Contract is for twenty-one (21) months, expiring on December 31, 2023, subject to the availability and appropriation of sufficient funds for the Contract period.
5. The Contract executed by the Authority of this Resolution shall be made available for public inspection.

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

CERTIFICATION OF FUNDS

I, Robert P. Donato, CPA, Chief Financial Officer of the Cape May County Municipal Utilities Authority, hereby certify that there is currently available in the official budget of the Authority, funds for Contract RFP-32-21 – Provide Hauling, Processing and Marketing Services of Single Stream Recyclable Materials for the Cape May County Municipal Utilities Authority’s Solid Waste Management Program for a total not-to-exceed amount of \$1,705,000.00 under the line item appropriation or account number(s) 300-2302-667-75-50. These same funds shall not be certified as available for any other contract.

 Robert P. Donato, CPA
 Chief Financial Officer

I hereby certify the foregoing to be a true and correct copy of Resolution No. 88-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 29th day of June 2022.

 Assistant Corporate Secretary

**AGREEMENT TO PROVIDE HAULING, PROCESSING AND MARKETING SERVICES
OF SINGLE STREAM RECYCLABLE MATERIALS
FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY'S SOLID WASTE
MANAGEMENT PROGRAM - RFP-32-21**

This FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE HAULING, PROCESSING AND MARKETING SERVICES OF SINGLE STREAM RECYCLABLE MATERIALS FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY'S SOLID WASTE MANAGEMENT PROGRAM - RFP-32-21 is made and entered into this _____ day of _____, 2022, by and between the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, New Jersey 08210, hereinafter called "Authority" or "CMCMUA" and Omni Recycling Group, LLC, 408 Lambs Road, Pitman, New Jersey 08071, hereinafter called "Omni", (referred to collectively as the "Parties") hereinafter set forth provides as follows:

WHEREAS, the Parties entered into an Agreement for the Hauling, Processing and Marketing Services of Single Stream Recyclable Materials dated October 12, 2021 ("Agreement") and, by mutual agreement, hereto desire to authorize and amend the terms and conditions of the Agreement.

Section 1. SCOPE OF WORK

This Agreement between the Authority and Omni is for the Hauling, Processing and Marketing Services of Recyclables received by the Authority in accordance with the Technical Requirements of RFP-32-21, except as set forth in Section 4.0, Authority Responsibilities, of RFP-32-21, ~~and as detailed in the Proposal submitted by Omni on July 7, 2024.~~ Omni is responsible for, including but not limited to, all operations, maintenance, repair, staffing, management, record keeping, reporting, compliance with all Applicable Laws, and other services necessary to meet its obligations to the Authority. Any and all costs associated with Receiving and Processing Recyclables, including marketing and transporting Recovered Materials, and transporting and disposing Rejects and Residue shall be the responsibility of Omni.

Section 2. DEFINITIONS

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

- **Cardboard:** Corrugated cardboard boxes, chipboard packaging (including but not limited to dry food boxes such as cereal, rice, pasta, cookie, cracker, etc. with liner bags removed and disposed of in the trash), gift boxes, shoe boxes, tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris), and soda and beer carriers.
- **Mixed Paper:** A mixture of various qualities and grades of paper. This includes" magazines, catalogs, office paper, junk mail, envelopes, brown paper bags, telephone books, paperback books, non-foil wrapping paper.
- **Newspaper:** Old newspapers, including all paper inserts delivered with the newspaper.
- **Glass Food & Beverage Containers:** Clear, green and colored food and beverage bottles, jugs and jars.

- **Metal Food & Beverage Cans:** Aluminum and steel food and beverage cans. 2 ½ gallons or less in size including empty aerosol cans.
- **Plastic Bottles, Jars, Jugs, and Containers:** Plastic bottles, jars, jugs, and containers 2.5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to; margarine tubs, microwave trays, yogurt containers.

~~**Average Market Value (AMV):** means the per Ton value of Recovered Materials, including Scrap Metal, as calculated, utilizing published market indices multiplied by composition percentage, by weight, of Recovered Materials, including Scrap Metal.~~

Amendment Commencement Date: The date when Omni begins providing services according to the provisions of this Agreement, which is April 1, 2022.

Commencement Date: The date when the Omni begins providing services according to the provisions of this Agreement, which is January 1, 2022.

Contaminant(s) or Contamination: Materials that are mixed with the Acceptable Recyclables that do not meet the definition of Acceptable Recyclables and are collected along with Acceptable Recyclables.

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

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

~~**Hauling Fee Adjustment:** For any successive years of the Agreement, the Hauling Fee will be adjusted at the start of each Agreement term. The adjustment to the hauling rate shall be based on the U.S. Bureau of Labor Statistics Producer Price Index (PPI) for the SERIES TITLE: PPI industry sub-sector data for truck transportation, not seasonally adjusted <https://data.bls.gov/timeseries/pcu484-484> which is posted in August of the preceding year. The rate adjustment shall be rounded to the nearest hundredth of a percent and in any given year shall not exceed plus or minus +/- percent of the previous rate. The CPI adjustment shall be calculated as follows: $\text{Rate Adjustment (\%)} = (\text{CPI New} - \text{CPI Old}) / \text{CPI Old}$~~

~~**Hauling Fee:** The unit price per roundtrip truck load, as defined in this Agreement, paid to Omni by the Authority for Omni-provided trucks to haul Recyclables from the Landfill to the MRF.~~

Hauling: Transportation of Recyclables from the Landfill to the MRF provided by Omni provided trucks.

Inbound: Recyclables Received and tipped at the MRF prior to any processing, sorting, or mixing.

Materials Recovery Facility (MRF): The designated and alternate facility that Receives and Processes Recyclables.

~~**Mixed Glass:** Recovered container glass not sorted into categories (e.g. color, grade). For acceptance by the Authority as an alternate daily cover at the Landfill, Mixed Glass shall be~~

~~defined as crushed to a material size of ½ inch or less and contains less than or equal to five percent (5%) of contaminants by volume. Contaminants are non-glass materials including but not limited to, paper, plastic, food waste, rubber or metal.~~

Outbound: Materials leaving the MRF either as Recovered Material or Residue.

Party: The Authority or Omni (jointly "Parties").

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

~~**Processing Fee Adjustment:** For any successive years of the Agreement, the Processing Fee will be adjusted at the start of each Agreement term. The adjustment to the Processing Fee shall be based on the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) for the SERIES TITLE: All items in Northeast Urban, all urban consumers, not seasonally adjusted (CPI-U) <https://data.bls.gov/timeseries/cuur0100sa0> which is posted in August of the preceding year. The rate adjustment shall be rounded to the nearest hundredth of a percent and in any given year shall not exceed plus or minus +/- percent of the previous rate. The CPI adjustment shall be calculated as follows: Rate Adjustment (%) = (CPI New - CPI Old)/CPI Old~~

~~**Processing Fee:** The fee as defined in this Agreement paid to Omni by the Authority for Recyclables delivered to the MRF. The fee, as defined in this Agreement, shall be based upon the Tons of Recyclables transported from the Landfill to the MRF. The Processing Fee covers the cost for all of Omni's responsibilities under this Agreement, including Hauling, Receiving, and Processing Recyclables, general and administrative expenses, overhead, and disposal of all Rejects and Residue.~~

Receive/Receiving: The means by which Omni manages unloading Recyclables at the MRF.

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

Recyclables: Materials received by the Authority from homes, businesses, and institutions throughout Cape May County consisting primarily of Acceptable Recyclables. Recyclables can include Contamination.

Rejects: Contaminants removed from Inbound materials when Received and prior to being Processed at the MRF.

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

~~**Revenue Share Percent:** The percentage used as part of the calculations to determine the Revenue Share Payment to the Authority for Recovered Materials. The Revenue Share Percent is eighty percent (80%) when the Total AMV exceeds \$90.00 per Ton.~~

~~Revenue Share Payment: The payment, based upon the calculated monthly Total AMV and the Revenue Share Percent, to the Authority by Omni for the sale of Recovered Materials.~~

Ton: 2,000 pounds.

~~Total AMV: The sum of each Recovered Material, including Scrap Metal, calculated AMV.~~

Section 3. AGREEMENT TERM, EXTENSION, AND AMENDMENT

- A. Term. The initial term of this Agreement shall be for a period of one (1) year from the Amendment Commencement Date terminating on December 31, ~~2022~~ 2023.
- ~~B. Extension. This Agreement contains two (2), one (1) year renewal options. The renewal options must be agreed upon by both Parties and will be subject to the same terms and conditions as the original Agreement, with the exception of the Processing Rate Adjustment and the Hauling Rate Adjustment. The Authority will exercise its option to renew no less than sixty (60) days before the beginning of each new Term. If Omni does not wish to renew the Agreement for an additional year, Omni must respond to the Authority within thirty (30) days of receipt of the notice. In the absence of action by the Authority extending the Agreement for an option period, the Agreement shall terminate.~~
- ~~C. Amendment. This Agreement may not be amended, extended, or modified except by mutual agreement of the Parties in writing. Such amendment(s), when mutually agreed upon by and between the Parties, shall be incorporated into this Agreement by written amendment, and executed in the same manner by the signatories hereto.~~

Section 4. OMNI RESPONSIBILITIES

- A. Omni shall provide trucks with a minimum capacity of one hundred and eight (108) cubic yards for the efficient hauling of Recyclables to the MRF.
- B. Omni shall utilize the certified truck scales located at the Landfill to weigh in empty (tare weight) and to weigh out after being loaded with Recyclables (gross weight).
- C. Omni shall schedule a sufficient number of trucks daily to prevent the backup of Recyclables on the CMCMUA's tip floor.
- D. Omni shall be responsible for providing all ~~h~~Hauling of Recyclables from the Authority, ~~back-hauling of Mixed Glass~~, and Processing operations in a safe and prudent manner so that the workmen and public, and adjacent public and private property will be protected from unreasonable hazards.
- E. Omni shall, at all times, adhere to the CMCMUA Solid Waste Designated Truck Routes shown in Figure 1. Use of any other routes within Cape May County by Omni, other than those identified in Figure 1, are prohibited.
- F. Omni shall adhere to all traffic signs including posted speed limits, and shall not impede the operations of other Authority activities while on Authority property.
- G. Omni shall comply with all Local, State and Federal requirements pertaining to this Agreement, and acquire all permits necessary to complete this Agreement.
- H. Omni shall adhere at all times to the "Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling

Facilities" (hereinafter "CMCMUA Terms and Conditions") document. This document was provided in RFP-32-21 and can be found on www.cmcmua.com.

Section 5. MATERIALS RECOVERY FACILITY (MRF)

- A. Location. Omni shall Receive and Process all Recyclables at Omni Recycling Group, LLC., 408 Lambs Road, Pitman, NJ 08071.
1. In the event that the MRF located at 408 Lambs Road, Pitman, NJ 08071 is unable to Receive and Process Recyclables, Omni shall be responsible, at no additional cost to the Authority, to designate an alternative MRF or MRFs to ensure that Hauling ~~hauling~~, Receiving, and Processing of Recyclables from the Authority is not interrupted.
 2. Any change in the MRF used by Omni must be approved in writing by the Authority.
- B. Certified Scale. The MRF shall be equipped with a calibrated and certified truck scale.

Section 6. RECEIVING OF RECYCLABLES

- A. Schedule. The MRF shall be available to Receive Recyclables at a minimum from 6 a.m. to 6 p.m. Monday through Friday, with the exception of Holidays.
- B. Ownership of Recyclables. Omni shall assume ownership of Recyclables once Omni provided trucks loaded with Recyclables are weighed out from the Landfill. ~~or if Recyclables are delivered by Authority owned and operated trucks, upon Receiving Recyclables at the MRF.~~

Section 7. PROCESSING AND MARKETING

- A. Processing. Omni shall bear all responsibilities and costs associated with Processing Recyclables delivered to the MRF, including marketing, and transporting Recovered Materials and disposing of Rejects and Residue at a permitted disposal facility.
- B. Marketing. Omni shall market all Recovered Materials during the term of the Agreement regardless of fluctuations in prices paid for Recovered Materials. Omni shall document and provide evidence, upon request by the Authority, regarding the name, location, and contact information of entities to which Recovered Materials are being distributed, marketed, or sold to be recycled.
- C. Disposal of Residue and Rejects. Omni shall be responsible for all costs associated with the transportation and disposal of Rejects and Residue at a permitted disposal facility. Omni shall provide the Authority with up-to-date information regarding the name and location of the disposal facility(s) throughout the term of this Agreement.
- D. Disposal Prohibition. Unless Omni has obtained written approval from the New Jersey Department of Environmental Protection, Omni shall not burn, landfill, or otherwise dispose of any Recyclables or Recovered Material handled under this Agreement.

Section 8. RECORDS AND REPORTING

- A. Daily Records. Omni shall maintain daily records detailing the information provided on each weigh slip for loads of Recyclables. Daily records shall be immediately available to the Authority upon request.
- B. ~~Monthly Reports. Omni shall submit to the Authority a monthly report as documentation to support Omni's monthly invoice. The monthly report shall contain:~~
- ~~1. Documentation of daily and total monthly tons of Recyclables delivered to the MRF from the Authority.~~
 - ~~2. Calculation of the Hauling Fee, Processing Fee, AMV, and, if any, a Revenue Share Payment in accordance with this Agreement.~~
 - ~~3. Calculation of the total payment due to the Authority or to Omni determined in accordance with this Agreement.~~
- C. Omni shall provide monthly billing to the Authority for the services provided in accordance with the ~~Hauling Fee, Processing Fee, and calculated AMV,~~ **as defined in Section 10.**
- D. Monthly billing shall be calculated based on the actual quantity of truck loads hauled and the Tons of Recyclables **transported from the Landfill** delivered to the MRF. Backup documentation required with each invoice shall include:
1. the total number of truckloads of Recyclables hauled by Omni to the MRF;
 2. ~~the total tonnage of Mixed Glass hauled by Omni from the MRF to the Landfill;~~
 3. the total **daily and monthly Tons** tonnage of Recyclables, as weighed utilizing the Authority's truck scales, **delivered to the MRF;**
 4. ~~the indices from PPW Recovered Paper Price Watch, New York Domestic Average in U.S. Dollars per Ton, as first published in the billing month by RISinfo.com for fiber commodities;~~
 5. ~~the indices Northeast USA regional average commodity prices in U.S. Dollars per Ton, as first published in the billing month by RecyclingMarkets.net for non-fiber commodities; and,~~
 6. ~~a completed Average Market Value Monthly Calculation Worksheet. (Exhibit "B")~~
 7. **Calculation of the total payment (Processing Fee multiplied by the Tons of Recyclables transported from the Landfill to the MRF) due to Omni determined in accordance with this Amendment.**

Section 9. AUTHORITY RESPONSIBILITY AND RIGHTS

- A. The Authority shall be responsible to supply the necessary equipment and manpower to load Omni provided trucks with Recyclables.
- B. The Authority shall not bundle or bale Recyclables to be delivered to the MRF.

- C. Quantity, Quality, and Composition of Recyclables. The quantity, quality, and composition of Recyclables delivered to the MRF under this Agreement are not guaranteed by the Authority. Omni acknowledges that Recyclables can contain Contamination and may be compacted in the hauling trucks.
- D. The Authority shall be equipped with state certified truck scales for the weighing of Recyclables hauled to the MRF for Processing and marketing by Omni. The Authority truck scales shall be calibrated quarterly and after all maintenance repairs to ensure the accurate measurement of weights of Recyclables hauled to the MRF. The Authority will supply, upon request, Omni with the reports from calibrations.
- E. The Authority shall be responsible to staff Authority truck scales with licensed weighmasters.
- F. Weighing of Loads. Each load of Recyclables shall be weighed on a calibrated and certified truck scale to determine the net weight of Recyclables. For each load of Recyclables, the date, time weighed in, time weighed out, the gross and net weights, name of truck owner, and truck number shall be recorded. The Authority shall provide weights of Recyclables to the MRF for Processing and marketing by Omni to Omni on a weekly basis and these weights shall be used for Processing billing purposes by Omni.
- G. ~~The Authority reserves the right, at its sole discretion and expense, to haul Recyclables to the MRF.~~
- H. The Authority reserves the right to designate and undesignated Acceptable Recyclables.

Section 10. FINANCIAL TERMS

- A. ~~Hauling Fee. The Authority shall pay Omni a Hauling Fee per Truck Load multiplied by the number of round trips of Omni provided trucks from the Landfill to the MRF. The Hauling Fee on the Commencement Date shall be \$550.00 per Truck Load. The Hauling Fee covers the costs for all Omni's responsibilities to transport Recyclables from the Authority to the MRF under this Agreement, including general and administrative expenses, labor, fuel, and maintenance. A Hauling Fee shall not be applied to Authority owned and operated trucks delivering Recyclables to the MRF.~~
- B. Processing Fee. The Authority shall pay Omni a Processing Fee based upon the Tons of Recyclables, as determined by the difference between the gross weight and the tare weight of trucks loaded with Recyclables, as weighed at the Authority's truck scales, transported delivered by Omni to the MRF and Processed by Omni at the MRF. ~~The Processing Fee on the Commencement Date shall be \$30.00 per Ton. The Processing Fee covers the costs for all of Omni's responsibilities under this Agreement, including Hauling, Receiving, and Processing Recyclables, general and administrative expenses, overhead, and disposal of all Rejects and Residue.~~
 - a. The Processing Fee from Amendment Commencement Date through December 31, 2022 shall be Zero Dollars and Zero Cents (\$0.00) per Ton.
 - b. The Processing Fee from January 1, 2023 through December 31, 2023 shall be Fifty-Five Dollars and Zero Cents (\$55.00) per Ton.
- C. ~~Average Market Value ("AMV") Calculation. Table 2 of RFP 32-21 titled, "Cape May County Municipal Utilities Authority Single Stream Outbound Commodity Data 3-Year Average Percentage Composition Without Mixed Glass or Residue" ("Exhibit "A")~~

~~contains the 3-year average percentage composition for each Recovered Material, including Scrap Metal, for each month of the year. Each month, Omni shall calculate the AMV for each Recovered Material, including Scrap Metal, utilizing the percent composition in the corresponding month as contained in Exhibit A for each Recovered Material, including Scrap Metal. The AMV shall be calculated for each Acceptable Recyclable, including Scrap Metal, by multiplying the appropriate market index value first posted in the billing month by the percent composition for each Recovered Material, including Scrap Metal, contained in Exhibit A. The Total AMV shall be the sum of each Recovered Material, including Scrap Metal, calculated AMV. The percent compositions contained in Exhibit A shall be utilized each month throughout the term of this Agreement to calculate the AMV.~~

- ~~D. Revenue Share. If the Total AMV is less than \$90.00, Omni shall retain all proceeds from the sale of Recovered Materials. If the AMV exceeds \$90.00, Omni shall pay the Authority for the sale of Recovered Materials based on 80% of the calculated monthly Total AMV amount above \$90.00, multiplied by the Tons of Recyclables delivered to the MRF.~~
- ~~E. Market Indices. The indices from PPW Recovered Paper Price Watch, New York Domestic Average in U.S. Dollars per Ton, as first published in the billing month by RISinfo.com, shall be utilized for all fiber commodities; and, the indices Northeast USA regional average commodity prices in U.S. Dollars per Ton, as first published in the billing month by RecyclingMarkets.net, shall be utilized for all non-fiber commodities. The market indices utilized are intended to reflect the potential regional average value of each Recovered Material, including Scrap Metal. It is not intended to equate to the actual commodity revenue received by Omni. If at any time during the term of this Agreement, PPW Recovered Paper Price Watch and/or Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the Parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Materials pricing information, and this selection shall be memorialized in writing.~~
- ~~F. Mixed Glass. The Authority utilizes Mixed Glass as alternate daily cover at the Landfill. The Authority will accept, at no cost to Omni, a maximum amount of 21.55% of the total weight of Recyclables hauled from the Authority and processed at the MRF in Mixed Glass.~~
- ~~1. Omni shall be responsible for all costs associated with the transportation of Mixed Glass from the MRF to the Landfill.~~
 - ~~2. To ascertain the Mixed Glass tonnage, Omni shall multiply the total monthly Tons of Recyclables hauled from the Authority for that month by 21.55%.~~
 - ~~3. The Authority shall weigh and record the amount of Mixed Glass back hauled by Omni each month.~~
 - ~~4. The Authority will accept additional Tons of Mixed Glass for alternate daily cover, over and above the maximum amount of 21.55%, up to an additional 500 Tons per month at a tip fee of \$10.00 per Ton for the Term of this Agreement. Omni shall be responsible for all hauling costs associated with the transportation of any additional Tons of Mixed Glass.~~
 - ~~5. Mixed Glass back hauled by Omni that does not meet the definition of Mixed Glass due to excessive Contamination shall be subject to a charge to Omni at the Type 10 Municipal Waste per Ton tip fee in effect at the time of the delivery.~~

~~Continued delivery of excessively Contaminated Mixed Glass may result in the Authority no longer accepting deliveries of Mixed Glass.~~

- G. All fees paid between the Authority and Omni from the Commencement Date to the date immediately prior to the Amendment Commencement Date shall be governed by the original terms of this Agreement and shall not be modified by this Amendment.

Section 11. SCHEDULE OF LANDFILL OPERATION

- A. The truck scales at the Landfill and loading operations at the Authority shall be available in accordance with the following schedule:

On or about September 15th through on or about May 15th:

Monday through Friday - 7:30 am to 4:00 pm

Saturdays and Holidays (Columbus Day, Veterans Day (observed), Day after Thanksgiving, Christmas Eve, Martin Luther King Day, Presidents Day and Good Friday) - 8:00 am to 12:00 noon.

Sundays and Holidays (New Year's Day, Thanksgiving Day, and Christmas Day) - Closed

On or about May 15th through on or about September 15th:

Monday through Friday - 6:30 am to 4:00 pm

Saturdays - 6:30 am to 12:00 noon.

Holidays (Memorial Day, Independence Day and Labor Day) - 6:30 am to 1:00 pm
Sundays - Closed

Section 12. LIQUIDATED DAMAGES

- A. The Authority and Omni recognize that this work is essential to the compliance of New Jersey Solid Waste and Recycling regulations and the Authority will suffer financial loss if the work is not completed within the terms of this Agreement. Should Omni fail to complete the work subject to this Agreement, or any part thereof, in the time agreed upon in the Agreement ~~or within such extensions as provided in the Agreement~~, Omni shall reimburse the Authority for the additional expense and damage for each calendar day, Saturdays, Sundays and legal holidays included, that the Agreement or any part is uncompleted, or until the effective date of scheduled termination of the Agreement.
- B. Omni recognizes that delays, expenses and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by the Authority if the work is not completed within the term of this Agreement. Accordingly, instead of requiring any such proof the Authority and Omni agree that as liquidated damages for delay (not as penalty), Omni shall pay the Authority one thousand dollars (\$1,000.00) for each calendar day (the "Liquidated Damages") that Omni is unable to perform work within the terms of this Agreement. It is agreed that the amount of additional expense and damage for the incomplete work by Omni is the per-diem rate, as stipulated in RFP-32-21 ~~the Agreement~~. The per-diem rate is hereby

agreed upon as a reasonable estimate of the losses the Authority will experience in the event that Omni is unable to fulfill the contractual obligations.

- C. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as Liquidated dDamages. The Authority shall have the right to deduct such damages from any amount due, or that may become due Omni, or the amount of such damages shall be due and collectible from Omni.
- D. In the event of abandonment by Omni or termination of Omni by the Authority for "Events of Default" default or "Events of Default – Hauling" of the Agreement, Omni shall be liable for Liquidated dDamages plus all actual damages incurred by the Authority not covered by these Liquidated dDamages until the project is completed by the Authority or another Contractor.

Section 13. INVOICING AND PAYMENT PROCEDURES

- A. No later than fifteen (15) days following the end of each month, Omni shall submit an invoice to the Authority with required documentation, as cited in Section 8 of this Agreement.
- B. Payment shall be made by ~~Omni to the Authority~~, or the Authority to Omni, within sixty (60) calendar days following submission of the invoice and the required documentation.

Section 14. GENERAL CONDITIONS

- A. Public Documents. All documents prepared pursuant to this Agreement are considered public documents and no restrictions shall be placed on any such documents, or the use thereof.

Section 15. INSURANCE REQUIREMENTS

- A. ~~Prior to execution of an Agreement~~, insurance certificates shall be furnished by Omni to the Authority providing the following minimum coverage, naming the Authority as "additional insured" by Endorsement. Thirty (30) days written notice shall be provided by the insurance company to the Authority before any Insurance Coverage is cancelled. Any deductibles required by Omni's insurance shall be the responsibility of Omni.

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

Other Insurance Requirements

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

Workman's Compensation and Employer's Liability Insurance

Coverage

Limits

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

Section 16. RECORD RETENTION

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

Section 17. PAYMENT

- A. No payment will be made unless duly authorized by the CMCMUA's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the CMCMUA's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this Agreement.
- C. Public funds may be used to pay only for goods delivered or services rendered. The CMCMUA shall not pay penalties and/or interest on overdue bills unless otherwise required by law. An employee of the CMCMUA is not authorized to sign a Letter of Credit or any other document that represents a legal commitment on the part of the CMCMUA to pay additional fees.
- D. Regular scheduled meetings of the CMCMUA's Board of Commissioners are held typically on the first and third Wednesday of each month. Please refer to www.cmcmua.com for the current meeting schedule. Omni must submit a signed Voucher/Purchase Order with a detailed invoice and all supporting documentation in order to receive payment. Invoices received at least twenty (20) days prior to a regular scheduled meeting will be presented to the Board of Commissioners for approval at said meeting. Within five (5) business days following the meeting of the CMCMUA's Board of Commissioners, a copy of the meeting minutes, which include formal action approving payment of invoices, will be forwarded to the Board of County Commissioners. The Board of County Commissioners then has ten (10) days to veto any action taken by the CMCMUA's Board of Commissioners, including the formal action of approving payment of invoices. If no action is taken by the Board of County Commissioners within said ten (10) days, then the CMCMUA's Board of Commissioners meeting minutes, including the formal action of approving payment of invoices, shall be deemed to be approved. Checks will be mailed within three (3) days after final approval.
- E. If the CMCMUA challenges or disputes a bill or any portion of a bill presented for payment by Omni, then the CMCMUA will, in prompt and timely manner, **provide Notice**

notify ~~to~~ Omni ~~in writing~~, what amount is to be withheld, the reasons for the withholding and what steps should be taken to cure the deficiency.

Section 18. TERMINATION OF AGREEMENT

- A. If, through any cause, Omni shall fail to fulfill in a timely and proper manner obligations under the Agreement or if Omni violates any of the requirements of the Agreement, subject to Omni's right to cure as set forth herein, the CMCMUA shall there upon have the right to terminate the Agreement by giving twenty (20) calendar days' written ~~Notice~~ Notice to Omni of such termination and specifying the effective date of termination. Such termination shall relieve the CMCMUA of any obligation for balances to Omni of any sum or sums set forth in the Agreement. The CMCMUA will pay only for goods and services accepted prior to the effective date of termination.
- B. Notwithstanding the above, Omni shall not be relieved of liability to the CMCMUA for damages sustained by the CMCMUA by virtue of any breach of the Agreement by Omni and the CMCMUA may withhold any payments to Omni for the purpose of compensation until such time as the exact amount of the damage due the CMCMUA from Omni is determined.
- C. Omni agrees to indemnify and hold the CMCMUA harmless from any liability to Subcontractors/Suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Agreement by the CMCMUA under this provision.
- D. In case of default by Omni, the CMCMUA may procure the goods or services from other sources and hold Omni responsible for any excess cost.
- E. It is understood by all Parties that if, during the life of the Agreement, Omni disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new business Owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/Agreement. Any change shall be approved by the CMCMUA.
- F. ~~The CMCMUA may terminate the Agreement for convenience by providing sixty (60) calendar days advanced notice to Omni.~~
- G. ~~For Agreements that exceed one (1) year, each fiscal year payment obligation of the CMCMUA is conditioned upon the availability of CMCMUA funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by Omni hereunder, whether in whole or in part, the CMCMUA at the end of any particular fiscal year may terminate such services. The CMCMUA will notify Omni in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the CMCMUA to terminate the Agreement during the term, or any service hereunder, merely in order to acquire identical services from another Contractor.~~
- H. Neither Party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of the Agreement if the fulfillment of any term or provision of the Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, declared national or State of eEmergencyies imposing restrictions on travel on selected federal or State roadways, strikes, floods, fires, acts of God, or by any cause not within the control of the Party whose performance is interfered with which by the exercise of reasonable diligence such Party is unable to

prevent. Additionally, if the fulfillment of any of the terms and provisions of the Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, the Agreement shall become voidable by the CMCMUA by Notice to Omni the Parties.

- I. In the event that Omni fails to furnish and deliver the services set forth under this Agreement, the CMCMUA reserves the right to procure these services, for its needs, in the open market and charge the excess cost above the ~~Agreement Proposal price, Processing Fee, as contained in Section 10~~, if any, to Omni. ~~Upon default on the part of Omni in the performance of any of the terms and conditions of this Agreement, the CMCMUA shall have the right to terminate the Agreement in addition to any other remedy to which the CMCMUA may be legally entitled, including liability to the CMCMUA for any and all damages incurred by the CMCMUA by reason of said failure or default.~~
- J. Omni shall not assign, transfer, convey, sublet, or otherwise dispose of the Agreement, or his/her rights, title or interest in or to the same of any part thereof, without consent in writing by the CMCMUA. If Omni, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Agreement, in whole or in part, or of his/her right, title or interest therein, the Agreement may, at the option of the CMCMUA, be canceled and terminated.
- K. The following events will be considered "Events of Default", with the exception of "Events of Default – Hauling", with respect to a Party:
 1. If a Party breaches any material term in this Agreement;
 2. If any representations or warranty made by a Party in this Agreement is false or misleading in any material respect when made or when repeated.
- L. In the event that there is an Event of Default:
 1. In the performance of any of its obligations under this Agreement and such Event of Default for either Party continues for a period of ten (10) calendar days (designated the opportunity to cure period) following receipt of written Notice, (i) if Omni is the non-defaulting Party, then it shall be entitled to all remedies available at law, in equity, or both, and (ii) if the Authority is the non-defaulting Party, then it shall have the rights and remedies available to it under Sections 12.A and 12.B herein.
 2. Notwithstanding the above, the cure period shall be extended past ten (10) calendar days, but not more than twenty (20) calendar days, if the Event of Default cannot be reasonably cured within such time period provided that the defaulting Party is using reasonably diligent efforts to effectuate said cure.
 3. If the defaulting Party is using reasonably diligent efforts to effectuate said cure and the Parties cannot reconcile the Event of Default within twenty (20) calendar days from notification of the Event of Default, this Agreement will automatically terminate; (i) if Omni is the non-defaulting Party, then it shall be entitled to all remedies available at law, in equity, or both, and (ii) if the Authority is the non-defaulting Party, then it shall be entitled to all remedies available at law, in equity, or both, as well as all remedies set forth under Sections 12.A and 12.B herein up to and through the date of termination.

M. The following events will be considered "Events of Default - Hauling", with respect to Omni's obligation:

1. If Omni materially breaches obligations relating to the Hauling of Recyclables under this Agreement.

N. In event that there is an Event of Default - Hauling:

1. In the performance of any of its obligations under this Agreement and such Event of Default - Hauling continues for a period of five (5) calendar days (designated the opportunity to cure period) following receipt of written Notice, the Authority shall be entitled to all remedies available under Sections 12.A and 12.B herein; provided, that, after the first five (5) calendar days of the cure period, the Authority shall be entitled to recover 110% of the additional expense and damage incurred by the Authority outlined under Section 12.A during such cure period.
2. Notwithstanding the above, the cure period shall be extended past five (5) calendar days, but not more than ten (10) calendar days, if the Event of Default - Hauling cannot be reasonably cured within such time period provided that Omni is using reasonably diligent efforts to effectuate said cure and during such continued cure period, the Authority shall be entitled to all remedies available under Sections 12.A and 12.B herein; provided, that, the Authority shall be entitled to recover 110% of the additional expense and damage incurred by the Authority outlined under Section 12.A during such cure period.
3. If Omni is using reasonably diligent efforts to effectuate said cure and the Parties cannot reconcile the Event of Default - Hauling within ten (10) calendar days from notification of the Event of Default - Hauling, the Authority shall have all rights and remedies available to it, at law or in equity, under the laws of the State of New Jersey and shall be entitled to receive from Omni all costs and expenses, as a result of such Event of Default - Hauling, as well as remedies set forth under Section 12.D herein.

Section 19. OTHER PROVISIONS

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

1. Not use or disclose protected health information other than as permitted or required by law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

Omni, by execution of the Agreement, shall thereby indemnify and hold the CMCMUA harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of Omni to comply

with the requirements of HIPAA or any other statute or case law protecting the privacy of persons using its services.

B. Data Security

1. Definitions

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

2. Security Breach Notification

- In the event of any actual or suspected Security Breach

suffered by Omni or in which Omni learns, with regard to any materials associated with the CMCMUA, that either compromises or could compromise the CMCMUA's Data, CMCMUA's Transaction data, Proprietary Information, or CMCMUA's employee Personal Information has occurred, whether the incident originates with Omni or externally, Omni shall (a) within 24 hours of discovery, notify the CMCMUA with both a written email to breach@cmcmua.com and telephone confirmation to Mr. Branden Kelly, IT Director, (609) 465-9026 ext.8888; provided, however, that Omni has not been instructed by legal or regulatory authorities to keep the Security Breach confidential. Except as may be strictly required by law, Omni agrees that it use its best efforts to consult with the CMCMUA prior to informing any third party of any such Security Breach; however, if such disclosure is required by law, Omni agrees to consult with the CMCMUA regarding the content of such disclosure; (b) use continuous, commercially reasonable best efforts to correct the Security Breach; (c) provide the CMCMUA with interim and final written reports as the CMCMUA or the CMCMUA's Security Breach consultant requires; and (d) document the Security Breach and provide the CMCMUA with a detailed incident response log.

- In the event of any Security Breach, the CMCMUA shall have the right to immediately suspend accepting transactions, communications, and data from Omni; provided, however, that the CMCMUA will use commercially reasonable best efforts to limit any such suspension (both in terms of the period of time of the suspension and the scope of transactions impacted) to only that which is reasonably necessary to permit the CMCMUA to investigate the severity of the Security Breach, devise a remedy or otherwise secure the CMCMUA's data.
- The CMCMUA shall have the right to terminate this Agreement immediately upon notice to Omni, at no cost or liability to the CMCMUA, if Omni fails to notify the CMCMUA of a Security Breach, fails to follow the CMCMUA or the CMCMUA's Security Breach consultant Security Breach remedy and/or data securing procedures, or in the sole determination of the CMCMUA or the CMCMUA's Security Breach consultant that the extent of the Security Breach adversely impacts Omni ability to perform the services of the Agreement.
- Omni will comply and cooperate with any requests made by the CMCMUA to help protect the CMCMUA's Data, CMCMUA's Transaction data, CMCMUA's employee Personal Information and/or Proprietary Information and reduce its liability and as necessary to comply with applicable laws.

Section 20. GENERAL LEGAL PROVISIONS

It is further mutually agreed by the parties hereto:

- A. Omni shall, to the full extent permitted by applicable law, indemnify, hold harmless, and upon request, defend the CMCMUA, the CMCMUA's respective officers, employees, agents and representatives from and against any and all claims, losses, costs, damages and liability on account of injury to or death of any person or loss of or damage to any property arising from any negligent acts or omissions of Omni or its officers, employees, agents, subcontractors or representatives during the course of this project.
- B. That neither the CMCMUA nor Omni shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents or other events beyond the control of the other or the other's employees and agents.
- C. That all claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, may be decided by arbitration, if both Parties mutually agree to use this mechanism to resolve disputes. Either CMCMUA or Omni may initiate a request for such arbitration. No arbitration arising out of or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.
- D. If the CMCMUA and Omni cannot agree on the use of arbitration to resolve any outstanding claims, counterclaims, disputes and other matters in questions arising out of or relating to this Agreement, then resolution of said dispute shall be decided by a court of competent jurisdiction in the State of New Jersey, specifically the Superior Court of New Jersey, Atlantic/Cape vicinage.
- E. That in the event of any action brought by either Party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing Party shall pay the prevailing party such reasonable amounts for fees including but not limited to counsel fees, expert witness fees and other costs and expenses as may be set by the court hearing the dispute.
- F. That in the event any provisions of this Agreement shall be held to be impossible, invalid, and unenforceable, the remaining provisions shall be valid and binding upon the Parties hereto. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of subsequent breach of the same by the other Party.
- G. That this Agreement is to be binding on the heirs, successors, and assigns of the Parties hereto and is not to be assigned by either Party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning Party, and delivers such written assumption to the other original Party to this Agreement.
- H. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CMCMUA and Omni.
- I. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Jersey.
- J. As long as Omni is not in an Event of Default or Event of Default - Hauling and performs its obligations hereunder, this Agreement shall remain in full force and effect until December 31, 2023.

Section 21. GUARANTY AGREEMENTS

- A. The Performance and Payment Bond, Bond No.: 51898 in the amount of Two Million Two Hundred Seventy-Five Thousand Dollars and 00/100 (\$2,275,000.00) issued by The Service Insurance Company, Inc., signed, sealed, and dated October 4, 2021 for the faithful performance of the Agreement, shall remain in full force and effect from the Commencement Date through December 31, 2022.
- B. Omni shall furnish the CMCMUA with an executed Performance and Payment Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the CMCMUA in the amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) as security which guarantees the full, complete, and faithful performance by Omni of all of its obligations from January 1, 2023 through December 31, 2023 under this Agreement. The form of bond shall comply with N.J.S.A. 2A:44-147. The Performance and Payment Bond shall be submitted at least thirty (30) calendar days prior to the expiration date of the Performance and Payment Bond then in effect.

Section 22. NOTICE

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

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

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

with a copy to:

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

If to Omni, the same shall be addressed to:

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

with a copy to:

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

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY

ATTEST:

BY: _____
Joseph V. Rizzuto
Executive Director

OMNI RECYCLING GROUP, LLC.

ATTEST:

BY: _____

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Include Non-Budgeted: Y
 Open: N Paid: Y Void: N
 Rcvd: N Held: N Aprv: N
 Bid: Y State: Y Other: Y Exempt: Y
 Paid Date Range: 06/16/22 to 06/29/22
 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	174,072.50	0.00	
M2200143	01/18/22	APPLI015 APPLIED INDUSTRIAL TECH.	PUMP STATION BALL FLOAT SWITCH	Open	537.87	0.00	
M2200192	01/20/22	RARIT015 RARITAN GROUP INCORPORATED	EFFLUENT PUMP AIR RELEASE VLVS	Open	6,634.50	0.00	
M2200193	01/20/22	FOLEY005 FOLEY, INC.	12 month rental of Cat.336CG	Open	11,969.00	0.00	
M2200195	01/20/22	SCALF005 SCALFO ELECTRIC	EMERGENCY GENERATOR LF AND TS	Open	34,300.00	0.00	
M2200215	01/24/22	FOLEY005 FOLEY, INC.	2022 D6 Dozer	Open	461,692.00	0.00	
M2200217	01/24/22	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE FOR LANDFILL	Open	645.74	0.00	
M2200218	01/24/22	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE FOR TS	Open	302.95	0.00	
M2200219	01/24/22	SPRIN010 CRYSTAL SPRINGS	DRINKING WATER FOR LF AND TS	Open	202.51	0.00	
M2200221	01/24/22	EUROF005 EUROFINS ENV TESTING PHILA LLC	2022 NJDES TESTING AT LANDIFIL	Open	80.00	0.00	C
		Contract No: C2200004					
M2200299	01/31/22	PITNE005 PITNEY BOWES, INC.	POSTAGE METER	Open	328.25	0.00	
M2200330	02/02/22	BUCHA005 BUCHART HORN, INC.	CONSTRUCTION PHASE SERVICES	Open	8,398.00	0.00	C
		Contract No: C2200005					
M2200345	02/03/22	UNIFI005 UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	272.48	0.00	
M2200367	02/07/22	MERCH005 MERCHANTVILLE OVERHEAD DOOR CO	CHECK FRONT GATE ELECTRONICS	Open	838.04	0.00	
M2200372	02/07/22	FMGEN005 FM GENERATOR, INC.	TRROUBLESHOOT ADMIN BLDG GENER	Open	260.00	0.00	
M2200380	02/07/22	ROBER030 ROBERTS OXYGEN CO. INC.	OXYGEN REGULATOR FOR TORCH	Open	347.63	0.00	
M2200390	02/08/22	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-52-21 TASK #1	Open	4,294.38	0.00	
M2200402	02/08/22	GRAIN005 GRAINGER INC.	32ND ST. SMOKE DETECTOR	Open	269.52	0.00	
M2200438	02/10/22	MERCH005 MERCHANTVILLE OVERHEAD DOOR CO	PANIC BARS ADMIN/THICKENER	Open	2,405.94	0.00	
M2200462	02/14/22	VWRSC005 VWR INTERNATIONAL, LLC	lab supplies	Open	463.07	0.00	
M2200658	02/25/22	SPRIN010 CRYSTAL SPRINGS	DISTILLED WATER FOR LAB	Open	66.50	0.00	
M2200672	03/01/22	QUADC005 QUAD CONSTRUCTION CO.	CM-26-21	Open	19,041.12	0.00	
M2200679	03/01/22	BUCHA005 BUCHART HORN, INC.	RFP-01-19 DESIGN/CONSTRUCT ELE	Open	16,283.00	0.00	
M2200690	03/01/22	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-06-20 ODOR CONTROL DESIGN	Open	13,971.15	0.00	
M2200723	03/03/22	BUCHA005 BUCHART HORN, INC.	CONSTRUCT SVCS EMERGENCY GEN	Open	3,515.50	0.00	C
		Contract No: C2100004					
M2200741	03/04/22	KEERE005 KEER ELECTRICAL SUPPLY CO.	CM RBC PROJECT	Open	2,307.68	0.00	
M2200766	03/08/22	ATLAN205 ATLANTICARE PHYSICIAN GROUP	DOT CDL Recertification Exams	Open	2,100.00	0.00	
M2200827	03/14/22	GENRO005 GENRON FIRE PROTECTION	ANNUAL FIRE EXT. CERTIFICATION	Open	264.90	0.00	
M2200843	03/14/22	GRAYB005 GRAYBAR ELECTRIC CO.	ELECTRIC METERS FOR TESTING	Open	2,475.67	0.00	
M2200847	03/14/22	SHERW005 SHERWIN-WILLIAMS CO.	PAINT FOR JIB CRANES	Open	1,829.70	0.00	
M2200855	03/15/22	GRAIN005 GRAINGER INC.	RESTOCK PAINTING SUPPLIES	Open	495.07	0.00	
M2200894	03/17/22	SERCO005 RAPID PUMP & METER SER.CO.,INC	REPLACE GRINDER PS SUBMERSIBLE	Open	4,960.00	0.00	
M2200906	03/18/22	ENGIN015 SCS ENGINEERS,PC	MOD TO TITLE V NEW TUB GRINDER	Open	2,493.00	0.00	C
		Contract No: C2100049					
M2200944	03/22/22	BUCHA005 BUCHART HORN, INC.	PS CONTROL PANEL DESIGNS	Open	3,975.43	0.00	C
		Contract No: C2200005					
M2201027	03/31/22	COYNE005 COYNE CHEMICAL COMPANY	SECONDARY POLYMER	Open	8,295.60	0.00	
M2201037	04/04/22	LAWNG010 LAWN & GARDEN LANDSCAPING, LLC	LANDSCAPING SERVICES FOR ADMIN	Open	2,003.00	0.00	
M2201062	04/06/22	RUTGE005 RUTGERS ST. UNIV. OF N.J. /CGS	RUTGERS PUBLIC PURCH EDU FORUM	Open	1,633.00	0.00	
M2201119	04/12/22	GENRO005 GENRON FIRE PROTECTION	TS EXTINGUISHER ANNUAL INSPEC.	Open	146.75	0.00	
M2201209	04/25/22	NJWAT015 NJ WATER ENVIRONMENT ASSOC.	NJWEA ATLANTIC CITY CONF.	Open	5,100.00	0.00	
M2201233	04/29/22	PENNJ020 PENN-JERSEY BLDG.MATERIALS CO.	BLAST MEDIA FOR RBR	Open	1,598.00	0.00	
M2201240	04/29/22	KEERE005 KEER ELECTRICAL SUPPLY CO.	SPICER PUMP PROJECT	Open	77.56	0.00	
M2201245	04/29/22	FASTE010 FASTENAL & CON. SUPPLIES	RBC PROJECT	Open	542.48	0.00	
M2201270	05/03/22	NAPA0005 SEAVILLE NAPA	FILTERS FOR STOCK	Open	4,400.39	0.00	
M2201274	05/03/22	JBOLT005 J-BOLTS INDUSTRIAL SUPPLIES	MISC GEJ PLANT SUPPLIES	Open	541.49	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201283	05/03/22	JBOLT005	J-BOLTS INDUSTRIAL SUPPLIES	MISC GEJ PLANT SUPPLIES	Open	314.84	0.00
M2201322	05/06/22	MARK1005	MARK 1 INDUSTRIES	SLUDGE PUMP	Open	425.00	0.00
M2201337	05/09/22	NEWSP010	HERALD NEWSPAPERS	SEASONAL EMPLOYMENT AD	Open	656.64	0.00
M2201344	05/09/22	IDEXX005	IDEXX DISTRIBUTION INC.	lab supplies	Open	6,102.23	0.00
M2201391	05/17/22	KUEHN005	KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,635.95	0.00 C
M2201392	05/17/22	NAPA0005	SEAVILLE NAPA	PC MAINTENANCE	Open	324.38	0.00
M2201402	05/17/22	FASTE010	FASTENAL & CON. SUPPLIES	SAFETY GLASSES/GLOVES	Open	401.98	0.00
M2201408	05/18/22	CARBO010	CARBON ACTIVATED CORPORATION	3RD STREET CARBON EXCHANGE	Open	10,090.00	0.00
M2201418	05/19/22	TACPR005	TAC PRINTING	OFFICE SUPPLIES-BUSINESS CARDS	Open	78.50	0.00
M2201419	05/19/22	FLEET025	FLEETPRIDE, INC	JALTEST MAINTENCE RENEWAL	Open	3,025.37	0.00
M2201422	05/19/22	ACCEN010	ACCENT WIRE-TIE	IPF MISC SUPPLIES	Open	2,580.09	0.00
M2201429	05/19/22	KEMIR005	KEMIRA WATER SOLUTIONS INC. Contract No: C2100024	FERRIC CHLORIDE	Open	5,888.50	0.00 C
M2201431	05/19/22	FASTE010	FASTENAL & CON. SUPPLIES	DISPOSABLE GLOVES, GLASSES	Open	162.64	0.00
M2201432	05/19/22	FASTE010	FASTENAL & CON. SUPPLIES	SS ANCHOR AND TURNBUCKLE	Open	139.56	0.00
M2201435	05/19/22	BAYVI005	BAYVIEW BEARING & SUPPLY CO.	PUMP COUPLING CLAGHORN/MADISON	Open	238.93	0.00
M2201437	05/19/22	JBOLT005	J-BOLTS INDUSTRIAL SUPPLIES	MISC GAS PLANT SUPPLIES	Open	84.84	0.00
M2201439	05/19/22	LAWSO005	LAWSON PRODUCTS, INC.	WELDING SUPPLIES FOR SHOP USE	Open	384.76	0.00
M2201454	05/20/22	GRAIN005	GRAINGER INC.	EFFLUENT PUMP AIR RELEASE	Open	122.73	0.00
M2201455	05/20/22	GRAIN005	GRAINGER INC.	AIR FILTERS FOR AC UNIT	Open	54.48	0.00
M2201456	05/20/22	GRAIN005	GRAINGER INC.	maintenance parts	Open	411.33	0.00
M2201458	05/20/22	GRAIN005	GRAINGER INC.	MISC GEJ PLANT SUPPLIES	Open	167.04	0.00
M2201467	05/23/22	EASTE020	EASTERN LIFT TRUCK	CAT FORKLIFT FILTERS	Open	665.61	0.00
M2201474	05/24/22	WBMA005	W.B. MASON CO. INC.	OFFICE SUPPLIES	Open	425.10	0.00
M2201488	05/24/22	NAPA0005	SEAVILLE NAPA	MISC. PARTS AND SUPPLIES	Open	1,473.53	0.00
M2201489	05/24/22	FISHE005	FISHER SCIENTIFIC COMPANY, LLC	LAB SUPPLIES	Open	244.07	0.00
M2201492	05/25/22	IDEXX005	IDEXX DISTRIBUTION INC.	Laboratory Supplies	Open	993.77	0.00
M2201494	05/25/22	GRAIN005	GRAINGER INC.	MAINTENANCE/REPAIR	Open	975.24	0.00
M2201495	05/25/22	GRAIN005	GRAINGER INC.	REPLACE PLANT SUMP PUMP	Open	3,606.93	0.00
M2201497	05/25/22	TACPR005	TAC PRINTING	RESIDUALS TRANSFER FORM	Open	161.00	0.00
M2201499	05/25/22	GRAPH015	GRAPHIC PRODUCTS INC.	DURALABEL LOBO PRINTER KIT	Open	1,345.40	0.00
M2201500	05/25/22	SHERW005	SHERWIN-WILLIAMS CO.	MAINTENANCE	Open	48.00	0.00
M2201501	05/26/22	KUEHN005	KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,686.25	0.00 C
M2201509	05/26/22	GRAIN005	GRAINGER INC.	TS MISC. SUPPLIES	Open	1,858.39	0.00
M2201511	05/27/22	KUEHN005	KUEHNE CHEMICAL CO. INC. Contract No: C2100044	BLEACH DELIVERY - WILDWOOD	Open	4,623.71	0.00 C
M2201513	05/27/22	GRAIN005	GRAINGER INC.	MISC SLF SUPPLIES	Open	252.08	0.00
M2201514	05/27/22	KUEHN005	KUEHNE CHEMICAL CO. INC. Contract No: C2100044	SODIUM HYPOCHLORITE	Open	4,616.04	0.00 C
M2201515	05/27/22	GRAIN005	GRAINGER INC.	MISC GEJ/GAS PLANT SUPPLIES	Open	356.16	0.00
M2201520	05/27/22	LCEQU005	L C EQUIPMENT INC.	TS FACILITY MAINT.	Open	319.80	0.00
M2201521	05/27/22	JESCO005	JESCO, INC. Contract No: C2200021	BUCKET TEETH LOCK PINS	Open	284.20	0.00 C
M2201522	05/27/22	ELMER005	ELMER DOOR CO., INC.	REPAIR DOORS AT SMM REGION	Open	2,504.00	0.00
M2201523	05/27/22	SERVI005	SERVICE TIRE TRUCK CENTERS Contract No: C2200017	ON HIGHWAY TIRE REPAIR	Open	216.00	0.00 C
M2201527	05/27/22	SUBUR005	SUBURBAN PROPANE L.P.	IPF Propane Heat	Open	12.90	0.00
M2201530	05/31/22	GRAYB005	GRAYBAR ELECTRIC CO.	ELECTRICAL CONNECTORS	Open	136.60	0.00
M2201535	05/31/22	PEDRO005	PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	562.32	0.00
M2201537	05/31/22	ARAMS005	ARAMSCO	MISC GAS PLANT SUPPLIES	Open	575.04	0.00
M2201538	05/31/22	ADVAN040	STAPLES ADVANTAGE	MISC OFFICE SUPPLIES	Open	106.11	0.00
M2201543	06/01/22	SHERW005	SHERWIN-WILLIAMS CO.	OC RBR PROJECT	Open	47.60	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201544	06/01/22	NAPA0005 SEAVILLE NAPA	BATTERIES FOR T-14	Open	352.32	0.00	
M2201547	06/01/22	CARBO015 CARBON INDUSTRIAL SERVICES LLC	TIRE RECYCLING	Open	5,156.20	0.00	C
		Contract No: C2200019					
M2201553	06/01/22	MERCH005 MERCHANTVILLE OVERHEAD DOOR CO	MAINT SHOP DOOR REPAIR	Open	632.00	0.00	
M2201559	06/02/22	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	SQUARE D PARTS	Open	758.28	0.00	
M2201560	06/02/22	KUEHN005 KUEHNE CHEMICAL CO. INC.	SODIUM HYPOCHLORITE	Open	4,652.41	0.00	C
		Contract No: C2100044					
M2201561	06/02/22	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	NEW OVERLOAD DEVICES	Open	1,790.80	0.00	
M2201562	06/02/22	MARK1005 MARK 1 INDUSTRIES	MODIFY PULLER ARM TOOL	Open	255.00	0.00	
M2201565	06/02/22	KUEHN005 KUEHNE CHEMICAL CO. INC.	OC - SODIUM HYPOCHLORITE	Open	4,594.45	0.00	C
		Contract No: C2100044					
M2201573	06/02/22	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	JANITORIAL SUPPLIES	Open	902.44	0.00	
M2201579	06/03/22	PAULS010 PAUL'S PEST CONTROL	PEST CONTROL SERVICE	Open	395.00	0.00	
M2201580	06/03/22	FASTE010 FASTENAL & CON. SUPPLIES	TRANSMISSION JACK	Open	1,099.99	0.00	
M2201584	06/06/22	CTR00005 JERSEY CAPE DIAG. TRAIN. CTR.	LITTER CONTROL SERVICES	Open	7,670.27	0.00	C
		Contract No: C2200027					
M2201587	06/06/22	GENRO005 GENRON FIRE PROTECTION	L-26 INSPECT/REPAIR FIRE SYSTE	Open	92.50	0.00	
M2201588	06/07/22	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL PLANT & PS	Open	1,751.45	0.00	
M2201589	06/07/22	EVOST005 EVO STUDIOS, INC.	WEBSITE HOSTING ANNUAL FEES	Open	1,500.00	0.00	
M2201591	06/07/22	KEENC005 KEEN COMPRESSED GAS CO.	WELDING GAS & CYLINDER RENTAL	Open	81.44	0.00	
M2201594	06/07/22	LAWSO005 LAWSON PRODUCTS, INC.	SHOP HARDWARE & SUPPLIES	Open	774.23	0.00	
M2201596	06/08/22	ACVEN005 ACV ENVIRO APV		Open	7,309.40	0.00	C
		Contract No: C2200020					
M2201599	06/08/22	YPERS005 Y-PERS, INC.	MISC GAS PLANT SUPPLIES	Open	175.00	0.00	
M2201600	06/08/22	KEMIR005 KEMIRA WATER SOLUTIONS INC.	FERRIC CHLORIDE	Open	6,126.13	0.00	C
		Contract No: C2100024					
M2201602	06/08/22	CODYS005 CODY'S POWER EQUIPMENT	HYDROSTATIC DRIVE OIL M-29	Open	49.95	0.00	
M2201603	06/08/22	NAPA0005 SEAVILLE NAPA	TS MISC. SUPPLIES	Open	99.14	0.00	
M2201605	06/08/22	NAPA0005 SEAVILLE NAPA	OIL DRI & SHOP SUPPLIES	Open	848.59	0.00	
M2201606	06/08/22	SOUTH010 SOUTHERN NEW JERSEY NIGP	PURCHASING MEETING 06/22/2022	Open	60.00	0.00	
M2201610	06/08/22	ATLAN090 ATLANTIC CO. UTIL. AUTHORITY	SLUDGE DISPOSAL MAY 2022	Open	75,048.50	0.00	C
		Contract No: C2200030					
M2201612	06/08/22	HACHC005 HACH COMPANY	Hach Lab supplies	Open	706.36	0.00	
M2201614	06/09/22	BUCHA005 BUCHART HORN, INC.	RFP-53-21 TASK #3	Open	9,627.50	0.00	C
		Contract No: C2200005					
M2201616	06/09/22	CENTR065 CENTRAL JERSEY EQUIPMENT LLC	TS FACILITY MAINT.	Open	154.58	0.00	
M2201619	06/09/22	GARDE055 GARDEN STATE LABORATORY	invoice#00532600	Open	335.00	0.00	C
		Contract No: C2100052					
M2201620	06/09/22	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	4,217.16	0.00	
M2201625	06/09/22	PAULS010 PAUL'S PEST CONTROL	ANNUAL PEST CONTROL CONTRACT	Open	405.00	0.00	
M2201626	06/09/22	NAPA0005 SEAVILLE NAPA	LAWN MOWER BATTERY	Open	39.97	0.00	
M2201627	06/09/22	JOSEP020 JOSEPH CICCOTELLI	EDUCATIONAL REIMBURSEMENT	Open	707.00	0.00	
M2201628	06/10/22	CODYS005 CODY'S POWER EQUIPMENT	M-29 MOWER SEAT SAFETY SWITCH	Open	10.22	0.00	
M2201636	06/10/22	MULTI015 MULTI-TEMP MECHANICAL, INC.	MINI SPLIT UNIT MIP	Open	4,000.12	0.00	C
		Contract No: C2200002					
M2201639	06/10/22	NAPA0005 SEAVILLE NAPA	CLEANING SUPPLIES FOR TRUCKS	Open	204.00	0.00	
M2201642	06/10/22	USABL005 USA BLUE BOOK	PH BUFFER	Open	710.92	0.00	
M2201646	06/10/22	GARDN005 GARDNER TRUE VALUE	PLANT MAINTENANCE	Open	46.73	0.00	
M2201647	06/10/22	NAPA0005 SEAVILLE NAPA	BOBCAT MOWER REPAIR	Open	5.24	0.00	
M2201653	06/13/22	GENTI005 GENTILINI FORD, INC.	P-37 BRAKE PARTS	Open	957.78	0.00	
M2201656	06/13/22	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL LANDFILL	Open	31,799.53	0.00	
M2201659	06/13/22	NAPA0005 SEAVILLE NAPA	SHOP SUPPLIES	Open	799.28	0.00	
M2201665	06/13/22	PEDRO005 PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	1,766.04	0.00	
M2201671	06/14/22	LOWES005 LOWE'S COMMERCIAL SERVICES	PLANT MAINTENANCE	Open	14.24	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201672	06/14/22	ADVANO35	ADVANTAGE RENTAL CENTER	OC RBR	Open	35.28	0.00
M2201673	06/14/22	LOWES005	LOWE'S COMMERCIAL SERVICES	PC SHOP	Open	46.80	0.00
M2201674	06/14/22	FASTE010	FASTENAL & CON. SUPPLIES	RFP NUTS AND WASHERS	Open	18.94	0.00
M2201675	06/14/22	BRITT005	BRITTON INDUSTRIES	COLORANT FOR WOODCHIPS	Open	19,170.00	0.00
M2201676	06/14/22	MITCH010	MITCHELL WELDING & IRON WORKS,	REPAIR/MAINTENACE	Open	50.00	0.00
M2201677	06/14/22	SUBUR005	SUBURBAN PROPANE L.P.	ANNUAL TANK INSPECTION - FLARE	Open	47.15	0.00
M2201686	06/14/22	DISCO005	DISCOUNT HYDRAULICS	REPACK BACKHOE CYLINDER L-25	Open	320.00	0.00
M2201690	06/14/22	SHERW025	SHERWOOD LOCK & KEY	BRASS PADLOCKS	Open	1,149.00	0.00
M2201695	06/15/22	GENTI005	GENTILINI FORD, INC.	AS-2 VAN TRANSMISSION PARTS	Open	496.20	0.00
M2201696	06/15/22	TAYLO035	TAYLOR OIL CO., INC.	DIESEL FUEL PLANT & PS	Open	1,065.01	0.00
M2201701	06/15/22	CAMPB025	CAMPBELL FREIGHTLINER LLC	RED ENGINE COOLANT	Open	1,122.00	0.00
M2201710	06/16/22	LAROC005	THOMAS J. LAROCCO	WEF MEMBERSHIP REIMBURSEMENT	Open	182.00	0.00
M2201711	06/17/22	CAPRI010	CAPRIONI FAMILY SEPTIC, INC.	LIQUID SLUDGE HAUL CM -WW	Open	5,048.65	0.00 C
			Contract No: C2100025				
M2201713	06/17/22	NAPA0005	SEAVILLE NAPA	PICK-UP SLIPS SHOP SUPPLIES	Open	146.18	0.00
M2201716	06/17/22	DALEY005	DALEY'S PIT	BACKHAULED RECYCLED CONCRETE	Open	2,724.11	0.00 C
			Contract No: C2200016				
M2201717	06/17/22	NAPA0005	SEAVILLE NAPA	MISC SITE SUPPLIES	Open	45.32	0.00
M2201718	06/17/22	SWAIN005	SWAIN'S HARDWARE STORE	TAPE, HOSE, CONNECTORS	Open	68.51	0.00
M2201722	06/20/22	GARDN005	GARDNER TRUE VALUE	MISC SLF SITE SUPPLIES	Open	95.08	0.00
M2201724	06/20/22	DISCO005	DISCOUNT HYDRAULICS	S-11 HYDRAULIC HOSE & FITTINGS	Open	431.01	0.00
M2201727	06/20/22	LOWES005	LOWE'S COMMERCIAL SERVICES	SMM CLARIFIER JOB	Open	65.94	0.00
M2201728	06/20/22	GARDN005	GARDNER TRUE VALUE	MAINTENACE	Open	35.21	0.00
M2201729	06/20/22	LOWES005	LOWE'S COMMERCIAL SERVICES	SHOP/MAINTENANCE	Open	25.02	0.00
M2201730	06/20/22	NAPA0005	SEAVILLE NAPA	COMPRESSOR OIL	Open	49.62	0.00
M2201740	06/21/22	CODYS005	CODY'S POWER EQUIPMENT	HYDRO PUMP FAN KIT	Open	22.18	0.00
M2201741	06/21/22	SHOEM005	SHOEMAKER LUMBER CO.	BAGS OF CONCRETE	Open	46.13	0.00
M2201742	06/21/22	GARDN005	GARDNER TRUE VALUE	SWEAT VALVE	Open	44.99	0.00
V2200442	06/14/22	ABCOP005	ABCO PUBLIC EMPLOYEES	CREDIT UNION	Open	1,200.26	0.00
V2200443	06/14/22	NATIO045	NATIONWIDE RETIREMENT SOLUTION	DEFERRED COMPENSATION W/H	Open	15,783.85	0.00
V2200444	06/14/22	NEWJE050	NEW JERSEY FAMILY SUPPORT	GARNISHMENTS	Open	1,146.00	0.00
V2200445	06/14/22	ISABE005	ISABEL C.BALBOA, CHAPTER 13 TR	CASE NUMBER 18-28741	Open	463.50	0.00
V2200446	06/14/22	HEALT005	HEALTH EQUITY	EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,377.20	0.00
V2200447	06/14/22	DUES0005	TEAMSTERS LOCAL 331 DUES	UNION DUES	Open	3,093.00	0.00
V2200448	06/14/22	POLIT005	TEAMSTERS LOCAL 331 POLITICAL	POLITICAL ACTION FUND	Open	24.00	0.00
V2200449	06/14/22	SOCIA005	TEAMSTERS LOCAL 331 SOCIAL	UNION SOCIAL FUND	Open	8.00	0.00
V2200450	06/14/22	UNUMP005	UNUM/PROVIDENT LIFE & ACCIDENT	INSURANCE W/H	Open	647.82	0.00
V2200451	06/14/22	AFLAC005	AFLAC US	INSURANCE W/H	Open	3,493.40	0.00
V2200452	06/14/22	DEPAR015	DEPARTMENT OF THE TREASURY	FICA TAXES & FED INCOME TAX	Open	123,859.68	0.00
V2200453	06/14/22	NJDIV015	NJ DIVISION OF TAXATION	STATE INCOME TAX	Open	18,976.21	0.00
V2200454	06/14/22	CAPEM055	CAPE MAY COUNTY MUA	ADJUSTED PAYROLL CMCMA	Open	281,986.37	0.00
V2200455	06/14/22	WASTE005	CMCMA SOLID WASTE	DISPOSAL FEES	Open	3,924.34	0.00
V2200456	06/14/22	BOROU010	BOROUGH OF WOODBINE	2nd QTR 2022 WATER BILL-SLF	Open	215.00	0.00
V2200457	06/14/22	STATE035	STATE OF NEW JERSEY - SLT	LF CLOSURE&CONTINGENCY TAX-MAY	Open	8,475.53	0.00
V2200458	06/14/22	SOUTH060	SOUTH JERSEY GAS	UTILITIES	Open	79.12	0.00
V2200459	06/14/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	19,370.03	0.00
V2200460	06/14/22	SUNBI005	SUN BIG TIMBER RV LLC	REFUND OVERPAYMENT TIPPING FEE	Open	2,001.84	0.00
V2200461	06/15/22	PRESS010	THE PRESS OF ATLANTIC CITY	LEGAL ADVERTISING MAY 2022	Open	677.60	0.00
V2200462	06/15/22	ENTER020	ENTERPRISE FM TRUST	VEHICLE LEASE-SW ENFORCEMENT	Open	355.02	0.00
V2200463	06/15/22	ENTER020	ENTERPRISE FM TRUST	VEHICLE LEASE-WASTEWATER	Open	5,573.04	0.00
V2200464	06/15/22	ENTER020	ENTERPRISE FM TRUST	VEHICLE LEASE-ADMINISTRATION	Open	4,499.62	0.00
V2200466	06/16/22	WINDS005	WINDSTREAM	UTILITIES- 5/15/22-6/14/22	Open	893.99	0.00
V2200467	06/20/22	UNITE025	UNITED PARCEL SERVICE	POSTAGE	Open	174.94	0.00
V2200468	06/20/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	92.48	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2200469	06/20/22	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	8,249.21	0.00	
V2200470	06/20/22	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	233.36	0.00	
V2200471	06/21/22	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEE- GEN LEGAL APR 2022	Open	3,133.00	0.00	
V2200472	06/21/22	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEE- LABOR APR 2022	Open	126.00	0.00	
V2200473	06/21/22	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-RECYCLING APR 2022	Open	3,622.50	0.00	
V2200474	06/21/22	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-SW GENERAL APR 2022	Open	3,549.00	0.00	
V2200475	06/21/22	WADEL005 WADE, LONG, & WOOD, LLC	LEGAL FEES-WW GENERAL APR 2022	Open	2,562.00	0.00	
V2200476	06/22/22	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES	Open	125.86	0.00	
V2200477	06/22/22	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES ACCT #926 JUNE	Open	22.87	0.00	
V2200478	06/23/22	PITNE010 PITNEY BOWES BANK INC RESERVE	POSTAGE METER REPLISHMENT	Open	2,000.00	0.00	

Total Purchase Orders: 197 Total P.O. Line Items: 0 Total List Amount: 1,607,065.14 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	2-100	548,371.65	0.00	76,497.36-	471,874.29
WASTEWATER OPERATIONS	2-200	226,313.88	0.00	0.00	226,313.88
SOLID WASTE OPERATIONS	2-300	131,665.16	0.00	10,477.37	142,142.53
SOLID WASTE PROJECT	2-400	503,482.93	0.00	0.00	503,482.93
RENEWAL & REPLACEMENT	2-720	263,251.51	0.00	0.00	263,251.51
Total of All Funds:		1,673,085.13	0.00	66,019.99-	1,607,065.14

Cape May County Municipal Utilities Authority

CERTIFICATION OF FUNDS:

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

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

all said Vouchers Lists dated June 29, 2022.



Robert P. Donato, CPA
Chief Financial Officer