

## 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 7, 2023 @ 6:30 p.m.**

1. Call to Order
2. Roll Call and Establishment of Quorum
3. Open Public Meeting Statement
4. Pledge of Allegiance
5. Approval of Minutes  
**May 17, 2023 Regular Meeting**
6. Comments or Questions from the Public on Agenda Items
7. Announcements/Special Presentations
8. Executive Director's Personnel Report
  - Resignations/Retirements
  - Leaves of Absence and Changes in Leaves of Absence
  - Reassignments/New Hires
9. Board Reports:
  - Treasurer's Report  
- **April 30, 2023**
  - Construction Status Report  
- **May 31, 2023**
10. Wastewater Management and Solid Waste Management Programs (Combined)
  - Resolution No. 57-23** Resolution Designating The Daily Journal as an Official Legal Newspaper
  - Resolution No. 58-23** Resolution Authorizing the Purchase of Supplies, Services and Equipment from State and Cooperative Contract Vendors in excess of Bid Threshold for Fiscal Year 2023
  - Resolution No. 59-23** Resolution Authorizing the Disposal of Surplus Material

**Resolution No. 60-23** Resolution Authorizing the Procurement of Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services through OMNIA Partners Contract #16154 with HD Supply Facilities Maintenance, Ltd.

**Resolution No. 61-23** Resolution Authorizing the Award of Contract MUA-EQUIP-21-23 – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for John Deere Heavy Equipment to Jesco, Inc. (total not-to-exceed amount of \$110,600.00)

**Resolution No. 62-23** Resolution Authorizing the Award of Contract MISC-16-23 – 2023 Miscellaneous Mechanical Services to Falasca Mechanical, Inc. (total not-to-exceed amount of \$132,250.00)

**Resolution No. 63-23** Resolution Supporting Federal Legislation “S.1430 – Water Systems PFAS Liability Protection Act” that Protects Ratepayers and Water/Wastewater Agencies

#### 11. Wastewater Management Program

**Resolution No. 64-23** Resolution Authorizing the Continuation of Contract CHEM-07-22 with George S. Coyne Chemical Co., Inc. – Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater Treatment Facilities Pursuant to Resolution No. 63-22 (total not-to-exceed amount for Part 1 \$81,461.40, Part 2 \$53,127.00 and Part 3 \$58,439.70)

**Resolution No. 65-23** Resolution Authorizing the Continuation of Contract CHEM-26-22 with George S. Coyne Chemical Co., Inc. – Furnish and Deliver Methanol to the CMCMUA Seven Mile Beach/Middle Wastewater Treatment Facility Pursuant to Resolution No. 72-22 (total not-to-exceed amount of \$65,250.00)

**Resolution No. 66-23** Resolution Authorizing the Continuation of Contract CHEM-38-22 with George S. Coyne Chemical Co., Inc. – Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities Pursuant to Resolution No. 81-22 (total not-to-exceed amount for Part A \$113,120.00 and Part B \$124,872.30)

**Resolution No. 67-23** Resolution Authorizing the Execution of an Agreement By and Between the Cape May County Municipal Utilities Authority and the City of North Wildwood for the Periodic Pavement Repairs on Delaware Avenue Between 10<sup>th</sup> and 26<sup>th</sup> Avenues

#### 12. Solid Waste Management Program

**Resolution No. 68-23** Resolution Authorizing the Award of Contract SW-EQUIP-20-23 – Furnish and Deliver OEM Replacement Parts and Repair Services for Two (2) Hogzilla Industrial Tub Grinders to CW Mill Equipment Co., Inc. (total not-to-exceed amount of \$119,000.00)

**Resolution No. 69-23** Resolution Supporting Federal Legislation "S.1429 – Resource Management PFAS Liability Protection Act of 2023" that Protects Ratepayers and Solid Waste Management Facilities

13. Miscellaneous

**Resolution No. 70-23** Resolution Authorizing the Approval of the Charles M. Norkis Administration Building Access and Visitor Policy

**Resolution No. 71-23** Resolution Authorizing Ratification of a Collective Bargaining Agreement between Cape May County Municipal Utilities Authority and Teamsters Local 331

**Resolution No. 72-23** Resolution Authorizing and Designating All Cape May County Municipal Utilities Authority Non-Bargaining Unit Employees and Authority Members to be Subject to Certain Terms and Conditions Set Forth in the Authority's Collective Bargaining Agreement and Considering all Said Employees Aligned with the Authority's Bargaining Unit Employees and Entitling Said Employees, as Permitted by Law and/or Contract, to the Same Yearly Salary Increments and Health Care Coverage, Consistent with Authority Policy

14. Approval of Vouchers – June 7, 2023

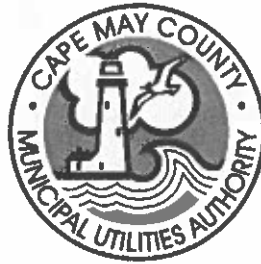
**Administration**  
**Wastewater Operations**  
**Wastewater Project**  
**Solid Waste Operations**  
**Solid Waste Project**

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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## MINUTES OF THE REGULAR MEETING

May 17, 2023

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       |
| William G. Burns, Jr. | Treasurer           |
| Patricia A. Callinan  | Corporate Secretary |
| Carol A. Heenan       | Member              |
| Zeth Matalucci        | Member              |
| Carol L. Saduk        | Member              |

### ALSO PRESENT:

|                   |                             |
|-------------------|-----------------------------|
| Thomas J. LaRocco | Deputy Director             |
| Robert P. Donato  | Chief Financial Officer     |
| John R. Conturo   | Solid Waste Program Manager |
| Joshua Palombo    | Wastewater Program Manager  |
| Robert E. Winder  | Operations Coordinator      |
| Kevin J. Whitney  | Senior Advisor              |
| Branden Kelly     | IT Director                 |
| Howard C. Long    | Solicitor                   |
| Ann M. McDevitt   | Recording Secretary         |

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

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

The Pledge of Allegiance was recited.

**Minutes**

Minutes of the May 3, 2023 Regular Meeting were submitted for approval or correction.

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

Motion Carried: 7-0-0

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

None offered.

**Announcements/Special Presentations**

None presented.

**Executive Director's Personnel Report**

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

**Board Reports**

**Wastewater Management Program Report – May 10, 2023 – Joshua Palombo**

Mr. Palombo presented the Wastewater Management Program Report.

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

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

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

**Resolution No. 52-23** Resolution Authorizing the Procurement of Unified Communications, Contact Center, and Related Services, Equipment and Applications through Sourcewell Contract #022719-MBS with Eastern DataComm, LLC., and authorized Sourcewell Selling Agent Channel Partner of Mitel Business Systems

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

Motion Carried: 7-0-0

**Resolution No. 53-23** Resolution Authorizing the Award of Contract MUA-EQUIP-12-23 – Furnish and Deliver Specific Rockwell Automation Parts and Equipment to Kendall Electric, Inc.

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

Motion Carried: 7-0-0

**Wastewater Management Program**

**Resolution No. 54-23** Resolution Authorizing the Continuation of Contract SER-24-22 with Caproni Family Septic, Inc. – Loading, Hauling and Disposal of Sewage Sludge from the Cape May County Municipal Utilities Authority Wastewater Treatment Facilities pursuant to Resolution No. 64-22

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

Motion Carried: 7-0-0

**Resolution No. 55-23** Resolution Authorizing the Execution of a License, Hold Harmless and Indemnification Agreement by and between the Cape May County Municipal Utilities Authority and CKJR, LLC. for Temporary Property Access

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

Motion Carried: 7-0-0

**Solid Waste Management Program**

None presented.

**Miscellaneous**

**Resolution No. 56-23** Resolution Authorizing Professional Services Contract for Pre-Employment Department of Transportation and Non-Department of Transportation Physical Examinations with AtlantiCare Physicians Group Occupational Health

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

Motion Carried: 7-0-0

**Approval of Vouchers**

Approval of the Administration Vouchers List dated May 17, 2023.

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

Motion Carried: 7-0-0

Approval of the Wastewater Operating Vouchers List dated May 17, 2023.

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

Motion Carried: 7-0-0

Approval of the Wastewater Project Vouchers List dated May 17, 2023.

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

Motion Carried: 7-0-0

Approval of the Solid Waste Operations Vouchers List dated May 17, 2023.

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

Motion Carried: 7-0-0

The total of all four (4) approved Vouchers Lists, dated April 19, 2023 was \$1,191,673.06.

**Public Comment**

None offered.

**New Business**

None presented.

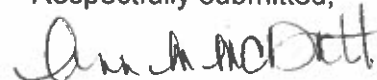
**Executive Session**

None presented.

**Adjournment**

There being no further business, the Regular Meeting adjourned at 2:03 p.m.

Respectfully submitted,



Ann M. McDevitt  
Recording Secretary

5/17/23



**RESIGNATIONS/RETIREMENTS**

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

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

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

**REASSIGNMENTS/NEW HIRES**

| NAME | FROM<br>PROGRAM/POSITION/FACILITY | TO<br>PROGRAM/POSITION/FACILITY | EFFECTIVE<br>DATE |
|------|-----------------------------------|---------------------------------|-------------------|
| N/A  |                                   |                                 |                   |



**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

**for the month ended April 30, 2023**

**Respectfully Submitted by:**

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

**Prepared by:**

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



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended April 30, 2023

Wastewater Management Program

Administration/Construction Fund

|  | Trustee-Held Funds<br><i>TD Wealth Mgmt.</i> | Local<br>Checking Account<br><i>TD Bank</i> | Local<br>Payroll Account<br><i>Sturdy</i> | Health Savings<br>Account (Payroll)<br><i>TD Bank</i> | Total                  |
|--|--|---|---|---|------------------------|
| <b>Balance - April 1, 2023</b>                               | <b>\$ 1,447,820.55</b>                       | <b>\$ 638,748.41</b>                        | <b>\$ 4,834.27</b>                        | <b>\$ 12,972.23</b>                                   | <b>\$ 2,104,375.46</b> |
| <b>Cash Receipts</b>   |  |   |   |   |                        |
| Interest Income  | 7,025.72                                     | 2,427.91                                    |   | 21.35   | 9,474.98               |
| Sale of Surplus Equipment                                    |  |   |   |   | -                      |
| NJUI JIF Risk Management Dividend                            |  |   |   |   | -                      |
| FEMA Reimbursement - PPE                                     |  |   |   |   | -                      |
| Miscellaneous Reimbursements                                 |  |   |   |   | -                      |
| Transfers - Expense Reimbursements                           |  |   |   |   | -                      |
| Wastewater Revenue Fund                                      | 1,933,091.84                                 |   |   |   | 1,933,091.84           |
| Wastewater R&R Fund  |  |   |   |   | -                      |
| Wastewater Forward Financing Fund                            |  |   |   |   | -                      |
| Solid Waste Revenue Fund                                     | 1,095,238.92                                 |   |   |   | 1,095,238.92           |
| Solid Waste Project Fund                                     |  |   |   |   | -                      |
| <b>Total Cash Receipts</b>                                   | <b>\$ 3,035,356.48</b>                       | <b>\$ 2,427.91</b>                          | <b>\$ -</b>                               | <b>\$ 21.35</b>                                       | <b>\$ 3,037,805.74</b> |
| <b>Cash Disbursements</b>                                    |  |   |   |   |                        |
| Monthly Expenses   |  | 3,469,203.21                                | 543,519.49                                | 3,160.05  | 4,015,882.75           |
| Transfers - Reimbursement<br>Wastewater R&R Fund             |  |   |   |   | -                      |
| Transfers - Reimbursement<br>Solid Waste Revenue Fund        |  |   |   |   | -                      |
| Transfers - Construction Projects<br>Wastewater Revenue Fund |  |   |   |   | -                      |
| Transfers - Interest Income<br>Wastewater Revenue Fund       | 7,025.72                                     |   |   |   | 7,025.72               |
| <b>Total Cash Disbursements</b>                              | <b>\$ 7,025.72</b>                           | <b>\$ 3,469,203.21</b>                      | <b>\$ 543,519.49</b>                      | <b>\$ 3,160.05</b>                                    | <b>\$ 4,022,908.47</b> |
| <b>Interfund Transfers</b>                                   | (3,961,127.43)                               | 3,961,127.43<br>(543,519.49)<br>(3,258.40)  | 543,519.49                                | 3,258.40  | -                      |
| <b>Total Interfund Transfers</b>                             | <b>\$ (3,961,127.43)</b>                     | <b>\$ 3,414,349.54</b>                      | <b>\$ 543,519.49</b>                      | <b>\$ 3,258.40</b>                                    | <b>\$ -</b>            |
| <b>Balance - April 30, 2023</b>                              | <b>\$ 515,023.88</b>                         | <b>\$ 586,322.65</b>                        | <b>\$ 4,834.27</b>                        | <b>\$ 13,091.93</b>                                   | <b>\$ 1,119,272.73</b> |



**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

**for the month ended April 30, 2023**

**Wastewater Management Program**

**Project Fund**

|  | Trustee-Held Funds<br>Renewal and<br>Replacement Fund<br><i>TD Wealth Mgmt.</i> | Local<br>Checking Account<br><i>TD Bank</i> | Total                   |
|--|---|---|-------------------------|
| <b>Balance - April 1, 2023</b>                                     | <b>\$ 49,889,314.93</b>   | <b>\$ 58,335.70</b>                         | <b>\$ 49,947,650.63</b> |
| <b>Cash Receipts</b>   |   |   |                         |
| Interest Income  | 184,324.60  | 271.88                                      | 184,596.48              |
| Borough of Woodbine - Reimbursement                                |   | 13,278.86                                   | 13,278.86               |
| Transfers - Expense Reimbursements<br>Wastewater Construction Fund |   |   | -                       |
| Wastewater Revenue Fund  |   |   | -                       |
| <b>Total Cash Receipts</b>   | <b>\$ 184,324.60</b>  | <b>\$ 13,550.74</b>                         | <b>\$ 197,875.34</b>    |
| <b>Cash Disbursements</b>  |   |   |                         |
| Monthly Expenses   |   | 434,692.87                                  | 434,692.87              |
| Transfers - Expense Reimbursements<br>Wastewater Construction Fund |   |   | -                       |
| Wastewater Revenue Fund  |   |   | -                       |
| Transfers - Interest Income<br>Wastewater Revenue Fund             | 184,324.60  |   | 184,324.60              |
| <b>Total Cash Disbursements</b>                                    | <b>\$ 184,324.60</b>  | <b>\$ 434,692.87</b>                        | <b>\$ 619,017.47</b>    |
| <b>Interfund Transfers</b>   | (434,692.87)  | 434,692.87                                  | -                       |
| <b>Total Interfund Transfers</b>                                   | <b>\$ (434,692.87)</b>  | <b>\$ 434,692.87</b>                        | <b>\$ -</b>             |
| <b>Balance - April 30, 2023</b>                                    | <b>\$ 49,454,622.06</b>   | <b>\$ 71,886.44</b>                         | <b>\$ 49,526,508.50</b> |



# Cape May County Municipal Utilities Authority

## Treasurer's Report

for the month ended April 30, 2023

### Wastewater Management Program

#### Revenue Fund

|   | Trustee-Held Funds<br><i>TD Wealth Mgmt.</i> | Local<br>Checking Account<br><i>TD Bank</i> | Local Daily<br>Deposit Account<br><i>TD Bank</i> | Total                  |
|---|--|---|--|------------------------|
| <b>Balance - April 1, 2023</b>          | <b>\$ 3,999,330.23</b>                       | <b>\$ 92,399.72</b>                         | <b>\$ 5,047.82</b>                               | <b>\$ 4,096,777.77</b> |
| <b>Cash Receipts</b>                    |  |   |  |                        |
| Revenue                                 |  |   |  |                        |
| User Charges                            |  |   |  | -                      |
| Septage/Leachate                        |  |   | 57,572.33  | 57,572.33              |
| Sludge Processing                       |  |   | 28,694.69  | 28,694.69              |
| Tower Rental                            |  |   | 10,959.21  | 10,959.21              |
| Insurance Claims                        |  |   |  | -                      |
| Miscellaneous Reimbursements            |  |   |  | -                      |
| Interest Income                         | 12,534.03                                    | 386.58                                      | 22.76  | 12,943.37              |
| Transfers - Interest Income             |  |   |  |                        |
| Wastewater Accounts                     |  |   |  |                        |
| General Fund                            | 10,930.84                                    |   |  | 10,930.84              |
| Renewal and Replacement                 | 184,324.60                                   |   |  | 184,324.60             |
| Construction Fund                       | 7,025.72                                     |   |  | 7,025.72               |
| 2002 Forward Financing                  | 1,006.44                                     |   |  | 1,006.44               |
| Rate Stabilization Fund                 | 41.83  |   |  | 41.83                  |
| Transfers - Other                       |  |   |  |                        |
| Construction Fund - Projects            |  |   |  | -                      |
| Bond Reserve Fund                       |  |   |  | -                      |
| Renewal and Replacement Fund            |  |   |  | -                      |
| Solid Waste Revenue Fund                |  |   |  | -                      |
| Solid Waste Project Fund                |  |   |  | -                      |
| <b>Total Cash Receipts</b>              | <b>\$ 215,863.46</b>                         | <b>\$ 386.58</b>                            | <b>\$ 97,248.99</b>                              | <b>\$ 313,499.03</b>   |
| <b>Cash Disbursements</b>               |  |   |  |                        |
| Monthly Expenses                        |  | 553,865.52                                  |  | 553,865.52             |
| Transfers - Expense Reimbursements      |  |   |  |                        |
| Wastewater Construction Fund            | 1,933,091.84                                 |   |  | 1,933,091.84           |
| Wastewater Bond Service Fund            |  |   |  | -                      |
| Renewal and Replacement Fund            |  |   |  | -                      |
| Solid Waste Future Construction Reserve |  |   |  | -                      |
| <b>Total Cash Disbursements</b>         | <b>\$ 1,933,091.84</b>                       | <b>\$ 553,865.52</b>                        | <b>\$ -</b>                                      | <b>\$ 2,486,957.36</b> |
| <b>Interfund Transfers</b>              | 97,274.05                                    |   | (97,274.05)                                      | -                      |
|   | (553,865.52)                                 | 553,865.52                                  |  | -                      |
| <b>Total Interfund Transfers</b>        | <b>\$ (456,591.47)</b>                       | <b>\$ 553,865.52</b>                        | <b>\$ (97,274.05)</b>                            | <b>\$ -</b>            |
| <b>Balance - April 30, 2023</b>         | <b>\$ 1,825,510.38</b>                       | <b>\$ 92,786.30</b>                         | <b>\$ 5,022.76</b>                               | <b>\$ 1,923,319.44</b> |



**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

**for the month ended April 30, 2023**

**Solid Waste Management Program**

**Project Fund**

|   | Trustee-Held Funds<br><i>TD Wealth Mgmt.</i> | Local<br>Checking Account<br><i>TD Bank</i> | Trustee-Held Funds<br>Future Construction<br>Reserve Fund<br><i>TD Wealth Mgmt.</i> | Total                   |
|---|--|---|---|-------------------------|
| <b>Balance - April 1, 2023</b>                | <b>\$ 584,412.95</b>                         | <b>\$ 90,038.88</b>                         | <b>\$ 13,528,694.71</b>   | <b>\$ 14,203,146.54</b> |
| <b>Cash Receipts</b>                          |  |   |   |                         |
| Interest Income                               | 2,223.26                                     | 193.74                                      | 53,027.27   | 55,444.27               |
| Transfers - Expense Reimbursements            |  |   |   |                         |
| Solid Waste Equipment Reserve                 | 62,968.28                                    |   |   | 62,968.28               |
| Solid Waste Closure Fund                      |  |   |   | -                       |
| Solid Waste IPF Capital Reserve Fund          |  |   |   | -                       |
| Solid Waste Building and Site Fund            |  |   |   | -                       |
| Solid Waste Revenue Fund                      |  |   | 62,500.00   | 62,500.00               |
| Wastewater Revenue Fund                       |  |   |   | -                       |
| <b>Total Cash Receipts</b>                    | <b>\$ 65,191.54</b>                          | <b>\$ 193.74</b>                            | <b>\$ 115,527.27</b>  | <b>\$ 180,912.55</b>    |
| <b>Cash Disbursements</b>                     |  |   |   |                         |
| Monthly Expenses                              |  | 84,717.78                                   |   | 84,717.78               |
| Transfers - Expense Reimbursements            |  |   |   |                         |
| Wastewater Construction Fund                  |  |   |   | -                       |
| Wastewater Revenue Fund                       |  |   |   | -                       |
| Transfers - Closure-related Expenditures      |  |   |   |                         |
| Solid Waste Revenue Fund                      |  |   |   | -                       |
| Transfers - Rate Stabilization                |  |   |   |                         |
| Solid Waste Revenue Fund                      |  |   |   | -                       |
| Transfers - Debt Service-related Expenditures |  |   |   |                         |
| Solid Waste Revenue Fund                      |  |   |   | -                       |
| Transfers - Interest Income                   |  |   |   |                         |
| Solid Waste Revenue Fund                      | 2,223.26                                     |   | 53,027.27   | 55,250.53               |
| <b>Total Cash Disbursements</b>               | <b>\$ 2,223.26</b>                           | <b>\$ 84,717.78</b>                         | <b>\$ 53,027.27</b>   | <b>\$ 139,968.31</b>    |
| <b>Interfund Transfers</b>                    | 21,749.50<br>(84,717.78)                     | 84,717.78                                   | (21,749.50)   | -                       |
| <b>Total Interfund Transfers</b>              | <b>\$ (62,968.28)</b>                        | <b>\$ 84,717.78</b>                         | <b>\$ (21,749.50)</b>   | <b>\$ -</b>             |
| <b>Balance - April 30, 2023</b>               | <b>\$ 584,412.95</b>                         | <b>\$ 90,232.62</b>                         | <b>\$ 13,569,445.21</b>   | <b>\$ 14,244,090.78</b> |





**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

for the month ended April 30, 2023

**Solid Waste Management Program**

**Revenue Fund**

|                                    | Trustee-Held Funds<br><i>TD Wealth Mgmt.</i> | Local<br>Checking Account<br><i>TD Bank</i> | Local Daily<br>Deposit Account<br><i>TD Bank</i> | Prepayment<br>Account<br><i>TD Bank</i> | Total                  |
|------------------------------------|--|---|--|---|------------------------|
| <b>Balance - April 1, 2023</b>     | <b>\$ 6,512,350.52</b>                       | <b>\$ 96,090.43</b>                         | <b>\$ 110,914.95</b>                             | <b>\$ 153,655.97</b>                    | <b>\$ 6,873,011.87</b> |
| <b>Cash Receipts</b>               |  |   |  |   |                        |
| Revenue                            |  |   |  |   |                        |
| Tipping Fees                       |  |   | 1,068,891.19                                     |   | 1,068,891.19           |
| Wood Products                      |  |   | 151,257.16                                       |   | 151,257.16             |
| Methane Revenue                    |  |   | 31,811.41  |   | 31,811.41              |
| Recycling Enhancement Grant        |  |   |  |   | -                      |
| Electricity Generation             |  |   | (17,170.32)                                      |   | (17,170.32)            |
| Property Rental                    |  |   | 1,000.00   |   | 1,000.00               |
| Sale of Surplus Assets             |  |   |  |   | -                      |
| Insurance Reimbursement            |  |   |  |   | -                      |
| Miscellaneous Reimbursements       |  |   |  |   | -                      |
| Prepayments Received               |  |   |  |   | -                      |
| Interest Income                    | 17,879.78                                    | 1,123.14                                    | 196.02   | 241.60                                  | 19,440.54              |
| Transfers - Interest Income        |  |   |  |   |                        |
| Solid Waste Accounts               |  |   |  |   |                        |
| Equipment Reserve Fund             | 473.77                                       |   |  |   | 473.77                 |
| Building and Site Improvements     | 951.77                                       |   |  |   | 951.77                 |
| Host Community Benefit Reserve     | 547.97                                       |   |  |   | 547.97                 |
| General Fund                       | 63.50  |   |  |   | 63.50                  |
| Future Construction Reserve        | 53,027.27                                    |   |  |   | 53,027.27              |
| Project Fund                       | 2,223.26                                     |   |  |   | 2,223.26               |
| Transfers - Expense Reimbursements |  |   |  |   |                        |
| Wastewater Construction Fund       |  |   |  |   | -                      |
| Building and Site Improvement Fund |  |   |  |   | -                      |
| Solid Waste Project Fund           |  |   |  |   | -                      |
| Future Construction Reserve Fund   |  |   |  |   | -                      |
| IPF Capital Reserve Fund           |  |   |  |   | -                      |
| IPF Rate Stabilization Fund        | 72,186.40                                    |   |  |   | 72,186.40              |
| Host Community Benefit Fund        |  |   |  |   | -                      |
| <b>Total Cash Receipts</b>         | <b>\$ 147,353.72</b>                         | <b>\$ 1,123.14</b>                          | <b>\$ 1,235,985.46</b>                           | <b>\$ 241.60</b>                        | <b>\$ 1,384,703.92</b> |
| <b>Cash Disbursements</b>          |  |   |  |   |                        |
| Monthly Expenses                   |  | 1,728,086.95                                | 3,151.85   |   | 1,731,238.80           |
| Interest Disbursed                 |  |   |  |   | -                      |
| Prepayments Returned               |  |   |  |   | -                      |
| Transfers - Expense Reimbursements |  |   |  |   |                        |
| Wastewater Construction Fund       | 1,095,238.92                                 |   |  |   | 1,095,238.92           |
| Wastewater Revenue Fund            |  |   |  |   | -                      |
| Solid Waste Project Fund           |  |   |  |   | -                      |
| Transfers - Reserve Accounts       |  |   |  |   |                        |
| Equipment Reserve Fund             |  |   |  |   | -                      |
| Closure Fund                       | 13,580.82                                    |   |  |   | 13,580.82              |
| Host Community Benefit Fund        | 75,509.36                                    |   |  |   | 75,509.36              |
| Building and Site Improvement Fund |  |   |  |   | -                      |
| Future Construction Reserve Fund   | 62,500.00                                    |   |  |   | 62,500.00              |
| Debt Service Fund                  |  |   |  |   | -                      |
| IPF Rate Stabilization Fund        |  |   |  |   | -                      |
| IPF Capital Reserve Fund           |  |   |  |   | -                      |
| <b>Total Cash Disbursements</b>    | <b>\$ 1,246,829.10</b>                       | <b>\$ 1,728,086.95</b>                      | <b>\$ 3,151.85</b>                               | <b>\$ -</b>                             | <b>\$ 2,978,067.90</b> |
| <b>Interfund Transfers</b>         | 1,166,219.37<br>(1,728,086.95)               | 1,728,086.95                                | (1,166,219.37)                                   |   | -                      |
| <b>Total Interfund Transfers</b>   | <b>\$ (561,867.58)</b>                       | <b>\$ 1,728,086.95</b>                      | <b>\$ (1,166,219.37)</b>                         | <b>\$ -</b>                             | <b>\$ -</b>            |
| <b>Balance - April 30, 2023</b>    | <b>\$ 4,851,007.56</b>                       | <b>\$ 97,213.57</b>                         | <b>\$ 177,529.19</b>                             | <b>\$ 153,897.57</b>                    | <b>\$ 5,279,647.89</b> |



# Cape May County Municipal Utilities Authority

## Treasurer's Report

for the month ended April 30, 2023

### Wastewater Management Program

#### Investment Summary

| <u>Account Name / Bank</u>                           | <u>Purchase Date</u> | <u>Maturity Date</u> | <u>Interest Rate</u> | <u>Amount</u>           |
|--|----------------------|----------------------|----------------------|-------------------------|
| <b>Construction Fund</b>                             |                      |                      |                      |                         |
| New Jersey Cash Management Fund                      |                      |                      | 4.73%                | \$ 515,023.88           |
| TD Bank - Checking                                   |                      |                      | 2.00%                | 586,322.65              |
| TD Bank - Health Savings Account                     |                      |                      | 2.00%                | 13,091.93               |
| Sturdy Savings - Payroll                             |                      |                      | -                    | 4,834.27                |
|  |                      |                      |                      | <u>\$ 1,119,272.73</u>  |
| <b>Revenue Fund</b>                                  |                      |                      |                      |                         |
| TD Bank - Money Market                               |                      |                      | 2.00%                | \$ 136,992.17           |
| New Jersey Cash Management Fund                      |                      |                      | 4.73%                | 666,750.27              |
| Sturdy Savings Bank - Money Market                   |                      |                      | 0.06%                | 4,047.12                |
| Parke Bank - Money Market                            |                      |                      | 4.50%                | 185,436.03              |
| New Jersey Asset & Rebate Management Fund (NJ/ARM)   |                      |                      | 4.82%                | 832,284.79              |
| TD Bank - Daily Deposit                              |                      |                      | 2.00%                | 5,022.76                |
| TD Bank - Checking                                   |                      |                      | 2.00%                | 92,786.30               |
|  |                      |                      |                      | <u>\$ 1,923,319.44</u>  |
| <b>General Fund</b>                                  |                      |                      |                      |                         |
| New Jersey Cash Management Fund                      |                      |                      | 4.73%                | \$ 360,000.00           |
| Sturdy Savings Bank - Money Market                   |                      |                      | 0.06%                | 5,675.23                |
| Parke Bank - Money Market                            |                      |                      | 4.50%                | 2,500,000.00            |
|  |                      |                      |                      | <u>\$ 2,865,675.23</u>  |
| <b>Renewal and Replacement Fund</b>                  |                      |                      |                      |                         |
| Sturdy Savings Bank - Money Market                   |                      |                      | 0.06%                | \$ 8,914.87             |
| Parke Bank - Money Market                            |                      |                      | 4.50%                | 14,860,367.67           |
| New Jersey Asset & Rebate Management Fund - (NJ/ARM) |                      |                      | 4.82%                | 29,749,016.98           |
| TD Bank - Money Market                               |                      |                      | 2.00%                | 4,605,361.79            |
| New Jersey Cash Management Fund                      |                      |                      | 4.73%                | 230,960.75              |
| TD Bank - Checking                                   |                      |                      | 2.00%                | 71,886.44               |
|  |                      |                      |                      | <u>\$ 49,526,508.50</u> |



**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

**for the month ended April 30, 2023**

**Wastewater Management Program**

**Investment Summary (continued)**

| <u>Account Name / Bank</u>                | <u>Purchase Date</u> | <u>Maturity Date</u> | <u>Interest Rate</u> | <u>Amount</u>        |
|---|----------------------|----------------------|----------------------|----------------------|
| <b>Rate Stabilization Fund</b>            |                      |                      |                      |                      |
| New Jersey Cash Management Fund           |                      |                      | 4.73%                | \$ 10,811.47         |
|   |                      |                      |                      | <u>\$ 10,811.47</u>  |
| <b>Sick and Vacation Pay Reserve Fund</b> |                      |                      |                      |                      |
| New Jersey Cash Management Fund           |                      |                      | 4.73%                | \$ 333,953.80        |
|   |                      |                      |                      | <u>\$ 333,953.80</u> |
| <b>2002 Forward Financing Fund</b>        |                      |                      |                      |                      |
| New Jersey Cash Management Fund           |                      |                      | 4.73%                | \$ 260,000.00        |
| Sturdy Savings Bank - Money Market        |                      |                      | 0.06%                | 9,259.47             |
|   |                      |                      |                      | <u>\$ 269,259.47</u> |
| <b>Bond Service Fund</b>                  |                      |                      |                      |                      |
| TD Bank - Money Market                    |                      |                      | 2.00%                |                      |
|   |                      |                      |                      | <u>\$ -</u>          |

**Total Funds - Wastewater Management Program \$ 56,048,800.64**



# Cape May County Municipal Utilities Authority

## Treasurer's Report

for the month ended April 30, 2023

### Solid Waste Management Program

#### Investment Summary

| Account Name / Bank                                | Purchase Date | Maturity Date | Interest Rate | Amount                 |
|--|---------------|---------------|---------------|------------------------|
| <b>Project Fund</b>                                |               |               |               |                        |
| TD Bank - Money Market                             |               |               | 2.00%         | \$ 2,815.77            |
| Parke Bank - Money Market                          |               |               | 4.50%         | 581,597.18             |
| TD Bank - Checking                                 |               |               | 2.00%         | 90,232.62              |
|  |               |               |               | <b>\$ 674,645.57</b>   |
| <b>Revenue Fund</b>                                |               |               |               |                        |
| TD Bank - Money Market                             |               |               | 2.00%         | \$ 58,927.98           |
| Parke Bank - Money Market                          |               |               | 4.50%         | 55,853.71              |
| New Jersey Cash Management Fund                    |               |               | 4.73%         | 2,520,694.92           |
| New Jersey Asset & Rebate Management Fund (NJ/ARM) |               |               | 4.82%         | 2,208,819.39           |
| Sturdy Savings Bank - Money Market                 |               |               | 0.06%         | 6,711.56               |
| TD Bank - Prepayment Account                       |               |               | -             | 153,897.57             |
| TD Bank - Daily Deposit                            |               |               | 2.00%         | 177,529.19             |
| TD Bank - Checking                                 |               |               | 2.00%         | 97,213.57              |
|  |               |               |               | <b>\$ 5,279,647.89</b> |
| <b>Equipment Reserve Fund</b>                      |               |               |               |                        |
| New Jersey Cash Management Fund                    |               |               | 4.73%         | \$ 56,675.72           |
| Sturdy Savings Bank - Money Market                 |               |               | 0.06%         | 8,368.40               |
|  |               |               |               | <b>\$ 65,044.12</b>    |
| <b>Building and Site Improvement Fund</b>          |               |               |               |                        |
| Parke Bank - Money Market                          |               |               | 4.50%         | \$ 242,631.44          |
|  |               |               |               | <b>\$ 242,631.44</b>   |
| <b>Insurance Reserve Fund</b>                      |               |               |               |                        |
| New Jersey Cash Management Fund                    |               |               | 4.73%         | \$ 20,745.30           |
| Parke Bank - Money Market                          |               |               | 4.50%         | 611,229.63             |
|  |               |               |               | <b>\$ 631,974.93</b>   |



**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

**for the month ended April 30, 2023**

**Solid Waste Management Program**

**Investment Summary (continued)**

| <u>Account Name / Bank</u>  | <u>Purchase Date</u> | <u>Maturity Date</u> | <u>Interest Rate</u> | <u>Amount</u>          |
|---|----------------------|----------------------|----------------------|------------------------|
| <b>Rate Stabilization Fund</b>  |                      |                      |                      |                        |
| New Jersey Cash Management Fund   |                      |                      | 4.73%                | \$ 889,626.55          |
| Sturdy Savings Bank - Money Market  |                      |                      | 0.06%                | 2,390.84               |
|   |                      |                      |                      | <u>\$ 892,017.39</u>   |
| <b>IPF Rate Stabilization Fund</b>  |                      |                      |                      |                        |
| New Jersey Cash Management Fund   |                      |                      | 4.73%                | \$ 1,830,288.73        |
| Sturdy Savings Bank - Money Market  |                      |                      | 0.06%                | 3,368.83               |
|   |                      |                      |                      | <u>\$ 1,833,657.56</u> |
| <b>IPF Capital Reserve Fund</b>   |                      |                      |                      |                        |
| New Jersey Cash Management Fund   |                      |                      | 4.73%                | \$ 643,730.83          |
| Sturdy Savings Bank - Money Market  |                      |                      | 0.06%                | 2,569.37               |
|   |                      |                      |                      | <u>\$ 646,300.20</u>   |
| <b>Closure Fund</b>   |                      |                      |                      |                        |
| US Government Issues  |                      | average              | 1.99%                | \$ 7,608,678.31        |
| US Government Agency Issues   |                      | average              | 2.24%                | 81,574.80              |
| First American Government Obligation Fund   |                      |                      | 4.69%                | 12,173.37              |
|   |                      |                      |                      | <u>\$ 7,702,426.48</u> |
| <i>The Closure Fund is administered by US Bank under an NJDEP-stipulated Escrow Agreement</i> |                      |                      |                      |                        |
| <b>Host Community Benefit Reserve Fund</b>  |                      |                      |                      |                        |
| New Jersey Cash Management Fund   |                      |                      | 4.73%                | \$ 229,131.35          |
|   |                      |                      |                      | <u>\$ 229,131.35</u>   |



**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

**for the month ended April 30, 2023**

**Solid Waste Management Program**

**Investment Summary (continued)**

| <u>Account Name / Bank</u>                           | <u>Purchase Date</u> | <u>Maturity Date</u> | <u>Interest Rate</u> | <u>Amount</u>           |
|--|----------------------|----------------------|----------------------|-------------------------|
| <b>Debt Service Fund - NJEIT Series</b>              |                      |                      |                      |                         |
| New Jersey Cash Management Fund                      |                      |                      | 4.73%                | \$ -                    |
| Parke Bank - Money Market                            |                      |                      | 4.50%                | -                       |
|  |                      |                      |                      | <u>\$ -</u>             |
| <b>Project Fund II - State Grant</b>                 |                      |                      |                      |                         |
| New Jersey Cash Management Fund                      |                      |                      | 4.73%                | \$ 292,085.85           |
| Sturdy Savings Bank - Money Market                   |                      |                      | 0.06%                | 9,266.39                |
|  |                      |                      |                      | <u>\$ 301,352.24</u>    |
| <b>General Fund</b>                                  |                      |                      |                      |                         |
| Parke Bank - Money Market                            |                      |                      | 4.50%                | \$ 16,644.13            |
|  |                      |                      |                      | <u>\$ 16,644.13</u>     |
| <b>Future Construction Reserve Fund</b>              |                      |                      |                      |                         |
| Parke Bank - Money Market                            |                      |                      | 4.50%                | \$ 6,068,024.46         |
| New Jersey Asset & Rebate Management Fund - (NJ/ARM) |                      |                      | 4.82%                | 7,500,000.00            |
| Sturdy Savings Bank - Money Market                   |                      |                      | 0.06%                | 1,420.75                |
|  |                      |                      |                      | <u>\$ 13,569,445.21</u> |

**Total Funds - Solid Waste Management Program    \$ 32,084,918.51**



**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

**for the month ended April 30, 2023**

**Cash Management Plan Compliance Statements**

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

Purchased

None

Matured

None

**2. Summary of Securities Owned - \*\*\***

None

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

| <u>Program</u> | <u>Securities</u> | <u>Other</u>  | <u>Total</u> |
|----------------|-------------------|---------------|--------------|
| Wastewater     | \$ -              | \$ 220,277.17 | \$220,277.17 |
| Solid Waste    | -                 | 93,569.42     | 93,569.42    |
| Total          | \$ -              | \$ 313,846.59 | \$313,846.59 |

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

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



**Cape May County Municipal Utilities Authority**

**Treasurer's Report**

**for the month ended April 30, 2023**

**Cash Management Plan Compliance Statements (continued)**

**5. Summary of Funds as of April 30, 2023**


| <u>Official Depositories</u>                   | <u>Wastewater</u>       | <u>Solid Waste</u>      | <u>Total</u>            |
|--|-------------------------|-------------------------|-------------------------|
| Parke Bank                                     | \$ 17,545,803.70        | \$ 7,575,980.55         | \$ 25,121,784.25        |
| Sturdy Savings Bank                            | 32,730.96               | 34,096.14               | 66,827.10               |
| TD Bank NA                                     | 5,511,464.04            | 580,616.70              | 6,092,080.74            |
| <br>   |                         |                         |                         |
| <u>Other Official Funds</u>                    |                         |                         |                         |
| New Jersey Cash Management                     | 2,377,500.17            | 6,482,979.25            | 8,860,479.42            |
| New Jersey Asset and<br>Rebate Management Fund | 30,581,301.77           | 9,708,819.39            | 40,290,121.16           |
|  |                         |                         |                         |
|  | \$ 56,048,800.64        | \$ 24,382,492.03        | \$ 80,431,292.67        |
|  |                         |                         |                         |
| Closure Fund ***                               | -                       | 7,702,426.48            | 7,702,426.48            |
|  |                         |                         |                         |
| Total Funds                                    | <u>\$ 56,048,800.64</u> | <u>\$ 32,084,918.51</u> | <u>\$ 88,133,719.15</u> |

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



MEMORANDUM

May 31, 2023

TO: Mr. Joseph V. Rizzuto, Executive Director  
FROM: Thomas J. LaRocco, P.E., Chief Engineer   
RE: Construction Status Report

The following is a summary status report of the Authority's on-going projects for the period April 27, 2023 through May 31, 2023.

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

Contractor: Allied Construction

The purpose of this project is to replace piping, fittings, valves and appurtenances on the dry side of the well to remediate poor material conditions, and to improve the operational flexibility of the station. The installation of three (3) new sets of pumps and motors that were procured independently of this contract shall also be completed. This project was awarded on November 16<sup>th</sup>. Notice to Proceed was issued, effective December 5, 2022. A preconstruction meeting was held on December 13<sup>th</sup>. It is expected that, due to seasonal flow conditions and supply chain problems, the Contractor will not begin physical work until October 15, 2023. Currently, the review of technical submittals and material procurement is ongoing.

Contract Amount: \$1,781,000.00  
Paid to Date: \$ 0.00  
Completion Date: April 10, 2024

° **Project:** Contract No. SM-55-22  
Seven Mile Beach/Middle Region  
Furnish and Install Backflow Preventer Units

Contractor: West Bay Construction, Inc.

The purpose of this project is to install facility-wide backflow preventer and bypass systems for two potable water services, both fire and domestic, that serve the facility. The goal is to prevent contamination of the municipal water distribution system from the facility's water system while also eliminating the need for several internal backflow preventer permits. The backflow preventer and bypass systems are to be housed in a new, small, precast concrete, pre-engineered building which shall be located immediately west of the facility's entrance. This project was awarded on March 1, 2023. Notice to Proceed was issued, effective March 22, 2023. A preconstruction meeting was held on April 4, 2023. It is expected that physical work will begin in June. Currently, the review of technical submittals and material procurement is ongoing.

Contract Amount: \$525,000.00  
Paid to Date: \$ 0.00  
Completion Date: August 19, 2023

MEMORANDUM

May 31, 2023

Page 2

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

Contractor: Municipal Maintenance Company, Inc.

The purpose of this project is to replace three of four existing blowers, and to provide new controls to the three new blowers and the single, existing rebuilt blower. These blowers provide process air to the facility's entire treatment system. Two (2) of the new blowers will have capacities that are less than those of the original units so as to more efficiently accommodate off-season demands. This project was awarded on March 1, 2023. Notice to Proceed was issued, effective March 22, 2023. A preconstruction meeting was held on April 5, 2023. It is expected that, due to seasonal flow conditions and lead time requirements, the Contractor will not begin physical work until September 15, 2023. Currently, the review of technical submittals and material procurement is ongoing.

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

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

Contractor: Garton's Rigging, Inc.

The purpose of this project is to remove and dispose of various pieces of surplus equipment that are in poor condition in order to provide more working space at the Authority's Ocean City, Wildwood/Lower and Cape May Wastewater Treatment Facilities. Work includes the loading, hauling, unloading and disposal of nineteen (19) RBC shaft assemblies, two (2) storage tanks and, on an "if and where directed" basis, eight (8) storage containers and other miscellaneous treatment equipment. By April 28<sup>th</sup>, the Contractor removed twelve (12) RBC shafts, one (1) storage container and various pieces of odor control equipment from the Cape May Wastewater Treatment Facility. On June 14<sup>th</sup>, Garton's is planning on mobilizing at the Ocean City Wastewater Treatment Facility to begin the removal of seven (7) RBC shafts, one (1) scum storage tank, one (1) chemical tank, and three (3) storage containers.

Contract Amount: \$269,125.00  
Paid to Date: \$113,175.00  
Completion Date: June 20, 2023

MEMORANDUM

May 31, 2023

Page 3

° **Project:** Contract No. WW-15-23  
Ocean Outfall Riser Inspection  
And Diffuser Replacement at Various Locations

**Contractor:** MidAtlantic Engineering Partners

The scope of this contract is to complete the annual underwater dive inspection of the Ocean City, Seven Mile Beach/Middle and Wildwood/Lower ocean outfalls and the replacement of missing diffuser risers, if any, on an "if and where directed" basis. This project was awarded on April 19, 2023. Notice to Proceed was issued, effective May 2, 2023. The Contractor is currently monitoring marine forecasts for favorable conditions to conduct the inspections.

Contract Amount: \$105,685.00  
Paid to Date: \$ 0.00  
Completion Date: July 15, 2023

TJL:amm

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

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 57-23

### RESOLUTION DESIGNATING THE DAILY JOURNAL AS AN OFFICIAL LEGAL NEWSPAPER

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has need to publish official notices, as may be required by law, in accordance with N.J.S.A. 40:53.2; and,

**WHEREAS**, N.J.S.A. 35:1-2.2 contains qualifications newspapers must meet in order to be designated as a newspaper for publication of official notices; and,

**WHEREAS**, through Resolution No. 12-23, the CMCMUA designated The Press of Atlantic City and the Ocean City Sentinel as official newspapers of the CMCMUA; and,

**WHEREAS**, the Authority relies upon timely publication of its official notices; and,

**WHEREAS**, to ensure timely publication of Authority official notices, the CMCMUA's Executive Director has recommended the Authority designate The Daily Journal, 891 E. Oak Road, Vineland, NJ 08360, as an official newspaper of the CMCMUA.

**NOW, THEREFORE, BE IT RESOLVED** by the Cape May County Municipal Utilities Authority that The Daily Journal, 891 E. Oak Road, Vineland, NJ 08360 meets the qualifications of N.J.S.A. 35:1-2.2 and is hereby designated as an official newspaper of the Cape May County Municipal Utilities Authority for publishing official notices, as may be required by law, and further affirms that said publication must be placed in at least one of the CMCMUA official newspapers.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 57-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

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

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 58-23

### RESOLUTION AUTHORIZING THE PURCHASE OF SUPPLIES, SERVICES AND EQUIPMENT FROM STATE AND COOPERATIVE CONTRACT VENDORS IN EXCESS OF BID THRESHOLD FOR FISCAL YEAR 2023

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority"), as a contracting unit, may, by Resolution and without advertising for bids, purchase any materials, supplies or equipment under any contract or contracts for such materials, supplies or equipment entered into on behalf of the State of New Jersey by the Division of Purchase and Property in the Department of the Treasury ("State Contract") pursuant to the provisions of N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c); and,

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

**WHEREAS**, the CMCMUA has the need to purchase goods or services on a timely basis utilizing State Contracts and Cooperative Contracts; and,

**WHEREAS**, the Authority, by Resolution No. 1-23, dated January 4, 2023 and by Resolution No. 37-23, dated April 5, 2023 authorized its Qualified Purchasing Agent to purchase supplies, services and equipment in excess of the bid threshold from a list of State Contract Vendors during 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Cape May County Municipal Utilities Authority, that the CMCMUA hereby authorizes its Qualified Purchasing Agent to purchase the items or services as listed on Attachment A, a copy of which is attached hereto and made part thereof, from the approved New Jersey State and Cooperative Contract vendors whenever it is deemed to be in the Authority's best interests, pursuant to all applicable provisions of their individual State and Cooperative Contracts.

**BE IT FURTHER RESOLVED**, pursuant to the rules of the Local Finance Board of the State of New Jersey, that no amount of these contracts shall be chargeable or certified until such time as materials, supplies, equipment, or services are ordered, or otherwise called for, prior to placing the order. A certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order.

**BE IT FURTHER RESOLVED** that this authorization shall terminate on December 31, 2023, or as long as the vendors listed on Attachment A are under a current, or reauthorized, State and Cooperative Contract, whichever event first occurs.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **58-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **7<sup>th</sup>** day of **June 2023**.

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

May 31, 2023

MEMORANDUM

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

FROM: Kevin W. McGahey, QPA, Purchasing Agent

RE: 2023 Authorization for Purchases from State Contract and  
Cooperative Contract Vendors – Vendor/Contract Update

The Authority annually authorizes, by Resolution, the purchase of certain budgeted items in excess of the current bid threshold from designated State Contract and Cooperative Contract Vendors. Two (2) Resolutions have been adopted by the Authority Board for the 2023 calendar year: January 4, 2023, Resolution 1-23; April 5, 2023, Resolution 37-23.

I have reviewed the current State, National, and Cooperative Contracts list and have updated the list to include an additional recommended Contract:

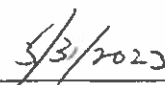
1. New Jersey State Contracts
  - a. 18-DPP-00650 / T0465 Tree Trimming, Pruning, and Removal Services - Statewide – Independence Constructors Corp. of New Jersey
  - b. 18-DPP-00650 / T0465 Tree Trimming, Pruning, and Removal Services - Statewide – Rich Tree Service Inc.


I have also updated the vendors listed with new Contract numbers.

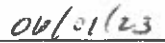
It is therefore recommended that the Authority adopt a resolution authorizing the purchase of budgeted items from State Contract and Cooperative Contract vendors List, as identified on "Attachment A", at its June 7, 2023 Board of Commissioners meeting.

I concur with the above recommendation:

  
\_\_\_\_\_  
Robert P. Donato  
Chief Financial Officer

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

KWM:  
Enclosure  
c: Ms. Ann McDevitt

| 2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS |           |   |                        |
|--|-----------|---|------------------------|
| VENDOR   | VENDOR ID | CONTRACT DESCRIPTION                            | CONTRACT #             |
| <b>NJ STATE CONTRACTS</b>                            |           |   |                        |
| A E Stone  | STONE010  | Hot Mix Asphalt (Pick Up Only)                  | 18-FLEET-00640 / T0155 |
| Airgas USA, LLC                                      | AIRGA010  | Welding Gases, Yearly Cylinder Rentals          | 83289 / T0081          |
| Applied Analytics, Inc.                              | APPLI020  | Environmental Testing Instruments               | 21-FOOD-01687 / T0983  |
| Aramco   | ARAMS005  | Gas Detectors - Mine Safety Appliance (MSA)     | 17-FLEET-00727 / T0106 |
| Atlantic Plumbing Supply Corp.                       | ATLAN125  | Plumbing/Heating Supplies & Equipment           | 89798 / T3027          |
| AT&T   | VARIOUS   | Telecommunications Equipment & Service          | 80811 / T1316          |
| AT&T Mobility  | VARIOUS   | Wireless Devices & Services                     | 22-TELE-05861          |
| Avaya  | VARIOUS   | Telecommunications Equipment & Service          | 80802 / T1316          |
| Bank of America N A                                  | TBD       | Financial Services                              | 84675 / T1654          |
| Bayview Bearing                                      | BAYVI005  | Parts Heavy Duty Vehicles Over 15,000           | 42095 / T2085          |
| Beyer Bros.  | BEYER005  | Parts Light Duty Vehicles Under 15,000          | 19-FLEET-00922 / T2760 |
| Beyer Bros.  | BEYER005  | Parts Heavy Duty Vehicles Over 15,000           | 42069 / T2085          |
| Beyer Bros.  | BEYER010  | Maint./Repair Heavy Duty Vehicles Over 15,000   | 89263 / T2108          |
| Beyer Ford, LLC                                      | BEYER010  | Vehicles (Various)                              | Various                |
| Broadway Moving & Storage                            | BROAD015  | Moving Services                                 | 22-GNSV2-25457 / T0877 |
| Campbell Freightliner                                | CAMPB025  | Parts Heavy Duty Vehicles Over 15,000           | 42074 / T2085          |
| Campbell Freightliner                                | CAMPB025  | Maint./Repair Heavy Duty Vehicles Over 15,000   | 89264 / T2108          |
| Cape May Mining & Recycling                          | CAPEM065  | Crushed Stone, Sand & Gravel                    | 87747 / T0142          |
| Carahsoft  | CARAH005  | Naspo ValuePoint Cloud Solutions                | 19-COMP-00601          |
| CDW Government, LLC                                  | CDWGO005  | Data Comm. & Network Equip (CISCO)              | 21-TELE-01506 / M7000  |
| CDW Government, LLC                                  | CDWGO005  | Naspo Valuepoint Computer (Servers/Storage)     | 40116 / M0483          |
| CDW Government, LLC                                  | CDWGO005  | Naspo Valuepoint Computer (HP Desktop/Tablets)  | 89974 / M0483          |
| CDW Government, LLC                                  | CDWGO005  | Software License and Related Services           | 20-TELE-01511 / T3121  |
| Central Jersey Equipment                             | CENTRO65  | Parts/Repair Lawn & Grounds Equip.              | 43037 / T2187          |
| Central Jersey Supply Co.                            | CENTR035  | Plumbing/Heating Supplies & Equipment           | 89796 / T3027          |
| Chapman Ford Sales, Inc.                             | CHAPM005  | OEM Auto Parts Light Duty Vehicles, Under 15000 | 19-FLEET-00923 / T2760 |
| Chapman Ford Sales, Inc.                             | CHAPM005  | Non-OEM Auto Parts (under 15,000 GVW)           | 86006 / T2761          |
| Chapman Ford Sales, Inc.                             | CHAPM005  | Parts Heavy Duty Vehicles Over 15,000           | 42072 / T2085          |
| Charles Michel                                       | TBD       | Parts & repair Lawn & Grounds Equipment         | 43026 / T2187          |
| Charles Michel                                       | TBD       | Parts Heavy Duty Vehicles Over 15,000           | 42089 / T2085          |
| Chas. S. Winner                                      | CHASS005  | Vehicles (Various)                              | Various                |
| Cherry Valley  | CHERR005  | Parts/Repair Lawn & Grounds Equip.              | 43022 / T2187          |
| CISCO Systems, Inc.                                  | TBD       | Data Comm. & Network Equipment                  | 21-TELE-01506 / M7000  |
| CISCO Systems, Inc.                                  | TBD       | Naspro Valuepoint Computer (Servers)            | 89966 / M0483          |



| 2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS |           |   |                        |
|--|-----------|---|------------------------|
| VENDOR   | VENDOR ID | CONTRACT DESCRIPTION                                | CONTRACT #             |
| Command Radio Communications                         | COMMA005  | Radios (Kenwood / Vertex)                           | 83927 / T0109          |
| Consolidated Steel & Alum.                           | FEN00005  | Fence: Chain Link, Wooden Vinyl Install/Repair      | 88680 / T0640          |
| Contractor Service(wdds enterprises)                 | CONTR040  | Parts/Repair Lawn & Grounds Equip.                  | 43024 / T2187          |
| David Weber  | DAVID005  | Automotive Lubricants - Oil, Antifreeze, windshield | 20-FLEET-01343 / T0097 |
| Dell Marketing LP                                    | DELLM005  | Software Licensing                                  | 20-TELE-01510 / T3121  |
| Dell Marketing LP                                    | DELLM005  | Naspro Valuepoint Computer                          | 19-TELE-00656 / M0483  |
| Deptcor  | TBD       | Various Products                                    | 49131 / TSU01          |
| DFFLM, LLC   | DFFLM005  | Vehicles(Various)                                   | 88211 / T2103          |
| Discount Hydraulics                                  | DISCO005  | Maint/Repair Heavy Duty Vehicles Over 15,000        | 89301 / T2108          |
| Discount Hydraulics                                  | DISCO005  | Parts/Repair Road Maint. Equipment                  | 85855 / T2188          |
| Draeger, Inc.  | TBD       | Environmental Testing Instruments                   | 85086 / T0983          |
| Draeger, Inc.  | TBD       | Firefighters Equipment (SCBA Equipment)             | 17-FLEET-00827 / T0790 |
| D & W Diesel, Inc.                                   | DWDIE005  | Auto Parts Heavy Duty Vehicles Over 15,000          | 42124 / T2085          |
| EB Fence   | EBFEN005  | Fence: Chain Link, Wooden Vinyl Install/Repair      | 88679 / T0640          |
| East Coast Salt                                      | EASTC060  | Rock Salt   | 20-FLEET-01520 / T0213 |
| Eastern Warehouse Distributors                       | EASTE090  | Non-OEM Auto Parts (under 15,000 GVW)               | 86011 / T2761          |
| EMC Corporation                                      | EMCCO010  | Naspro Valuepoint Computer                          | 89968 / M0483          |
| EMR  | EMRPO005  | Preventive Maintenance & testing of Generators      | 20-GNSV2-00162 / T2848 |
| E.O. Habegger Co., Inc.                              | EOHAB005  | Aboveground Fuel Tanks, Install, Remove, Repair     | 42261 / T0849          |
| Eplus Technology, Inc.                               | EPLUS005  | Data Communication Equipment (CISCO)                | 21-TELE-01506 / M7000  |
| Farm Rite, Inc.                                      | FARM5005  | Parts/Repair Lawn & Grounds Equip.                  | 43035 / T2187          |
| Fastenal   | FASTE010  | Industrial Supplies                                 | 19-FLEET-00565 / M0002 |
| Firefighter One, LLC                                 | FIREF005  | Security Equipment & Supplies                       | 17-FLEET-00734 / T0106 |
| FM Generator   | FMGEN005  | Preventative Maintenance & Testing of Generators    | 20-GNSV2-01163 / T2848 |
| FM Generator   | FMGEN005  | Maint/Repair and Replace Srv's Comm Generator       | 21-GNSV1-01586 / T2732 |
| Fox Steel Products                                   | FOXST005  | Metals, Steel, Alum.                                | 19-FLEET-01111 / T0220 |
| Franklin Griffith                                    | FRANK030  | Electrical Equipment Associated with Lamps          | 88957 / T2419          |
| General Spring & Alignment                           | GENER035  | Parts Heavy Duty Vehicles Over 15,000               | 42120 / T2085          |
| General Spring & Alignment                           | GENER035  | Maint/Repair Heavy Duty Vehicles Over 15,000        | 89283 / T2108          |
| Gentilini Ford, Inc.                                 | GENTI005  | OEM & Non-OEM Maint./Repair/Light Med. Vehicles     | 40797 / T0126          |
| Gentilini Ford, Inc.                                 | GENTI005  | OEM Parts Light Duty Vehicles Ubdner 15,000         | 19-FLEET-00920 / T2760 |
| GYK Industries                                       | GYKIN005  | Snow Plow, Grader & Loader Blades                   | 88267 / T0085          |
| Gold Type Business Machines                          | GOLDT005  | Radios (Motorola)                                   | 83909 / T0109          |
| Gold Type Business Machines                          | GOLDT005  | Radio Communications Equipment                      | 83904 / T0109          |
| Gov Connection, Inc.                                 | GOVCO005  | Naspro Valuepoint Computer (Servers/Storage)        | 40116 / M0483          |
| Gov Connection, Inc.                                 | GOVCO005  | Naspro Valuepoint Computer (Desktop, Tablets) HP    | 89974 / M0483          |
| Grainger   | GRAIN005  | Industrial Supplies                                 | 19-Fleet-00566 / M0002 |

| 2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS |           |   |                        |
|--|-----------|---|------------------------|
| VENDOR   | VENDOR ID | CONTRACT DESCRIPTION  | CONTRACT #             |
| Grainger   | GRAIN005  | Custom Orders - Industrial Supplies   | 19-Fleet-00677 / M0002 |
| Graybar  | GRAYB005  | Communication/Telecommunication cable/wire  | 85151 / T1778          |
| H.A. Dehart  | HADEH005  | Snow Plow Parts, Grader & Loader Blades   | 88264 / T0085          |
| Hach   | HACHC005  | Environmental Testing Instruments, Supplies   | 21-FOOD-01684 / T0983  |
| Hale Trailer Brake & Wheel, Inc.                     | TRAIL005  | Parts Heavy Duty Vehicles Over 15,000   | 42087 / T2085          |
| HERC Rentals (Hertz)                                 | HERCR005  | Equipment & Space Rental  | 19-GNSV2-00854 / G4010 |
| Hertrich Fleet Sales                                 | HERTR005  | Various Vehicles  | Various                |
| Hewlett Packard Enterprise                           | HEWLE005  | Data Comm. & Network Equip.   | 21-TELE-01517 / M7000  |
| Hewlett Packard Enterprise                           | HEWLE005  | Naspro Valuepoint Computer (Servers/Storage)  | 40116 / M0483          |
| H.M. Miller Sales Company<br>dba Miller Energy Inc.  | MILLE025  | Environmental Testing Instruments, Equipment and Supplies for Air and Water Quality | 22-FOOD-09931 / T0983  |
| HP, Inc.   | TBD       | Naspro Valuepoint Computer (Desktop, Tablets)                                       | 89974 / M0483          |
| HP, Inc.   | TBD       | Copiers, Maintenance, Supplies, Cost Per Copy                                       | 40463 / G2075          |
| Hoffman Equipment Co.                                | HOFFM010  | Parts/Repair Lawn & Grounds Equip.  | 43034 / T2187          |
| Home Depot, Inc.                                     | TBD       | Walk-In Building Supplies   | 18-FLEET-00234 / M8001 |
| Hon Company  | HONCO005  | Office Furniture  | 19-FOOD-00927 / G2004  |
| Hoover Truck   | HOOVE005  | Parts Heavy Duty Vehicles Over 15000  | 42068 / T2085          |
| Houpert Truck  | HOUPE005  | Parts Heavy Duty Vehicles Over 15000  | 19-FLEET-00695 / T2085 |
| Houpert Truck  | HOUPE005  | Maint & Repair Heavy Duty Vehicles Over 15000                                       | 89275 / T2108          |
| IBM Corporation                                      | TE000005  | Naspro Valuepoint Computer  | 40047 / M0483          |
| Independence Constructors Corp. of NJ                | TBD       | Tree Trimming, Pruning, and Removal Services  | 18-DPP-00650 / T0465   |
| Insight Public Sector, Inc.                          | INSIG010  | Software License and Related Services   | 20-TELE-01512 / T3121  |
| J-Bolts Industrial Supplies                          | JBOLT005  | Parts Heavy Duty Vehicles Over 15,000   | 42116 / T2085          |
| J. C. Miller (NAPA)                                  | JCMIL005  | Parts Heavy Duty Vehicles Over 15,000   | 42093 / T2085          |
| Jewel Electric, LLC                                  | JEWEL005  | Electrical Equipment & Supplies   | 21-FOOD-01749 / T0167  |
| Johnson Controls Fire Protection                     | JOHNS065  | Test, Inspect, Monitor, Main. of Fire Suppression Syst.                             | 83717 / G8039          |
| Johnson & Towers                                     | TOWER005  | Parts Heavy Duty Vehicles Over 15,000   | 42098 / T2085          |
| Joseph Fazzio  | FAZZI005  | Metals, Steel, Alum.  | 19-FLEET-01112 / T0220 |
| Keer Electrical Supply                               | KEEPE005  | Electrical Equipment & Supplies   | 21-FOOD-01748 / T0167  |
| Keyport Army   | NAVY00005 | Protective clothing   | 16-FOOD-00112 / T0046  |
| Kimball Midwest                                      | KIMBA005  | Parts Heavy Duty Vehicles Over 15000  | 42128 / T2085          |
| Kimball Midwest                                      | KIMBA005  | Non-OEM Auto Parts (under 15,000 GVW)   | 86013 / T2761          |
| Lawson   | LAWSO005  | Parts Heavy Duty Vehicles Over 15000  | 42111 / T2085          |
| Lawson   | LAWSO005  | Parts & Repair Lawn & Ground Equipment  | 43023 / T2187          |
| Lawson   | LAWSO005  | Parts & Repair for Road Maintenance Equipment                                       | 85850 / T2188          |
| Lenovo United States, Inc.                           | LENOV005  | Naspro Valuepoint Computer  | 21-TELE-01428 / M0483  |

| 2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS |           |  |                         |
|--|-----------|--|-------------------------|
| VENDOR   | VENDOR ID | CONTRACT DESCRIPTION                                 | CONTRACT #              |
| Lilliston Ford, Inc.                                 | LILLI005  | OEM & Non-OEM Maint./Repair/Light Med. Vehicles      | 40809 / T0126           |
| Louis A. Jammer Co., Inc                             | JAMME005  | Overhead/Rolling Doors & Operators, Repair / Replace | 21-GNSV1-01460 / T1343  |
| Mall Chevrolet, Inc.                                 | MALLC005  | Various Vehicles                                     | Various                 |
| McCarthy Tires                                       | MCCAR010  | Tires (Bridgestone)                                  | 19-FLEET-00708 / M8000  |
| Mercer Spring  | SPRIN025  | Maint/Repair Heavy Duty Vehicles Over 15,000         | 89285 / T2108           |
| Merchantville Overhead Door                          | MERCH005  | Overhead/Rolling Doors & Operators, Repair/Replace   | 21-GNSV-01461 / T1343   |
| Metal Supply Center, LLC                             | METAL005  | Metals, Steel, Alum.                                 | 19-FLEET-01113 / T0220  |
| Microsoft Corporation                                | MICRO015  | Naspro Valuepoint Computer (Laptops/Tablets)         | 40166 / M0483           |
| MSA Safety Sales, LLC                                | MSASA010  | Protective Clothing & Equipment                      | 20-FLEET-01124 / T0790  |
| Municibid  | TBD       | On-Line Auctions                                     | 19-GNSV1-00696 / T2581  |
| NJ Business Systems                                  | NEWJE025  | Network Equip/Consulting Wireless                    | 83899 / T0109           |
| NJ Door Works, LLC                                   | TBD       | Overhead/Rolling Doors & Operators, Repair/Replace   | 21-GNSV1-01462 / T1343  |
| NWM Corporation                                      | TBD       | Data Communication Equipment                         | 21-TELE-01506 / M7000   |
| Panasonic Corp. of North America                     | TBD       | Naspro Valuepoint Computer                           | 89980 / M0483           |
| Palo Alto Networks                                   | TBD       | Data Communications Equipment                        | 20-TELE-01195 / M7000   |
| Pedroni  | PEDRO005  | Gas  | 19-FLEET-00971 / T0083  |
| Pemberton  | PEMBE005  | Electric Equip, Associated with Lamps                | 88955 / T2419           |
| Pemberton  | PEMBE005  | Electrical Equipment & Supplies Statewide            | 21-FOOD-01747 / T0167   |
| Pitney Bowes   | PITNE005  | Mailroom Equipment and Maintenance                   | 41258 / T0200           |
| PKA Technologies                                     | PKATE005  | Data Communications Equipment                        | 20-TELE-01195 / M7000   |
| Procomm Systems Inc.                                 | PROCO010  | Radio Communications Equipment (Harris)              | 83931 / T0109           |
| Pure Storage, Inc.                                   | TBD       | Naspro Valuepoint Computer                           | 89981 / M0483           |
| Raritan Supply Company                               | RARIT015  | Plumbing/Heating Supplies & Equipment                | 89801/T3027             |
| R.E. Pierson Materials                               | REPIE005  | Crushed Stone, Sand & Gravel                         | 87741 / T0142           |
| R.E. Pierson Materials                               | REPIE005  | Hot Mix Asphalt (Pick Up Only)                       | 18-FLEET-00636 / T0155  |
| Rich Tree Service, Inc.                              | RIGHT005  | Tree Trimming, Pruning, and Removal Services         | 18-DPP-00645 / T0465    |
| Richard E. Pierson Construction                      | PIERS005  | Asphaltic Concrete, Cold Patch                       | 18-FLEET-00389 / T1609  |
| Riggins Oil  | RIGGI005  | Fuel Oil #2  | 17-FOOD-00392 / T0077   |
| Riggins Oil  | RIGGI005  | Gas  | 19-FLEET-00969 / T0083  |
| Seashore Asphalt                                     | SEASH015  | Crushed Stone, Sand & Gravel                         | 87745 / T0142           |
| Seashore Asphalt                                     | SEASH015  | Hot Mix Asphalt (Pick Up Only)                       | 18-FLEET-00635 / T00635 |
| Service Tire   | SERV1005  | Tires (Goodyear)                                     | 20-FLEET-00948 / M8000  |
| Set Rite Corp  | SETRI005  | Overhead/Rolling Doors & Operators, Repair / Replace | 21-GNSV1-01462 / T1343  |
| SHI International Corp.                              | SHIIN005  | Data Communications Equipment                        | 20-TELE-01195 / M7000   |
| SHI International Corp.                              | SHIIN005  | Data Communications Equipment                        | 21-TELE-01506 / M7000   |
| SHI International Corp.                              | SHIIN005  | Naspro Valuepoint Computer (Dell)                    | 19-TELE-00656 / M0483   |

| 2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS |           |   |                        |
|--|-----------|---|------------------------|
| VENDOR   | VENDOR ID | CONTRACT DESCRIPTION  | CONTRACT #             |
| SHI International Corp.                              | SHIIN005  | Naspro Valuepoint Computer (EMC Corp.)  | 89968 / M0483          |
| SHI International Corp.                              | SHIIN005  | Naspro Valuepoint Computer (HP)   | 89974 / M0483          |
| SHI International Corp.                              | SHIIN005  | Naspro ValuePoint Computer Equip. Peripherals, Serv.                                | 40116 / M0483          |
| South State, Inc.                                    | SOUTH155  | Crushed Stone, Sand & Gravel  | 87731 / T0142          |
| South State, Inc.                                    | SOUTH155  | Hot Mix Asphalt (Pick Up Only)  | 18-FLEET-00641 / T0155 |
| Sprague Operating Resources                          | SPRAG005  | Ultra Low Sulfur & Bio Diesel 2,500 Gallons and Up                                  | 19-FOOD-01101 / T1845  |
| Stewart Business Systems                             | STEWA005  | Copiers, Maintenance, Supplies, Cost Per Copy                                       | 40469 / G2075          |
| Suburban Propane                                     | SUBUR005  | Propane   | 20-FOOD-01157 / T0108  |
| Sunbelt Rentals, Inc.                                | SUNBE005  | Equipment & Space Rental  | 19-GNSV2-00852 / G4010 |
| Taylor Oil Company                                   | TAYLO035  | Ultra Low Sulfur & Bio Diesel 1 - 2,499 Gallons                                     | 19-FOOD-01097 / T1845  |
| Taylor Oil Company                                   | TAYLO035  | Automotive Lubricants   | 20-FLEET-01342         |
| Time Trak Systems                                    | TIMET005  | Time Clocks   | 41264 / T0200          |
| Transaxle  | TRANS010  | Parts Heavy Duty Vehicles Over 15000  | 42090 / T2085          |
| United Rentals, Inc.                                 | UNITE100  | Equipment & Space Rental  | 19-GNSV2-00853 / G4010 |
| Verizon Wireless                                     | VERIZ010  | Wireless Devices & Services   | 22-TELE-05441 / M4006  |
| Vineland Auto Electric                               | VINEL010  | Parts Heavy Duty Vehicles Over 15,000   | 42084 / T2085          |
| W.B. Mason - See StaffNet for Link to                | WBMAS005  | Office Supplies   | 0000003 / T0052        |
| Warshauer Generator                                  | WARSH005  | Maint/Repair and Replace Srv's Comm Generator                                       | 21-GNSV1-01587 / T2732 |
| Waste Management of New Jersey, Inc.                 | WASTE045  | Solid Waste Collection  | 40379 / T2665          |
| Witmer Public Safety Group                           | WITME005  | MSA Safety Sales Protective Clothing & Equipment                                    | 20-FLEET-01118 / T0106 |
| Wurth USA  | WURTH005  | Parts Heavy Duty Vehicles Over 15,000   | 42110 / T2085          |
| York Telecom Corporation                             | YORKT005  | Software Reseller Services  | 20-TELE-01509 / T3121  |
| YSI Inc. / Xylem                                     | YSIIN005  | Environmental Testing Instruments, Equipment and Supplies for Air and Water Quality | 21-FOOD-01686 / T0983  |
| Xerox Corporation                                    | XEROX010  | Copiers, Maintenance, Supplies, Cost Per Copy                                       | 40469 / G2075          |
| <b>ESCNJ Cooperative Contracts - ID# 65MCESCCPS</b>  |           |   |                        |
| Beyer Ford   | BEYER010  | Cars, Crossovers/SUV, Truck   | ESCNJ 20/21-09         |
| Beyer of Morristown                                  |           | Cars, Crossovers/SUV, Truck   | ESCNJ 20/21-09         |
| Campbell Freightliner, LLC                           | CAMPB025  | Trucks, 26,000 GVW or Greater   | ESCNJ-20/21-55         |
| CDW Government, LLC                                  | CDWGO005  | Computer Technology/Equipment   | ESCNJ/AEPA-22G         |
| The HON Company LLC                                  | HONCO005  | Office Furniture & Accessories  | ESCNJ 22/23/08         |
| Mall Chevrolet, Inc.                                 | MALLC005  | Cars, Crossovers/SUV, Truck   | ESCNJ 20/21-09         |
| Robert H. Hoover & Sons, Inc.                        | ROBER045  | Trucks, 26,000 GVW or Greater   | ESCNJ-20/21-55         |

| 2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS                 |           |  |                            |
|--|-----------|--|----------------------------|
| VENDOR   | VENDOR ID | CONTRACT DESCRIPTION                                 | CONTRACT #                 |
| Sherwin Williams -<br>See Price Sheets on StaffNet                   | SHERW005  | Paint & Supplies                                     | ESCNJ 19/20-14             |
| Stertil-Koni USA   | STERT005  | Vehicle Service Lifts & Accessories                  | ESCNJ 21/22-17             |
| W.B. Mason   | WBMA005   | Office Furniture & Accessories                       | ESCNJ 22/23/08             |
| V.E. Raph & Son, Inc.  | VERAL005  | Emergency Medical Products                           | ESCNJ-20/21-44             |
| <b>Hunterdon County Educational Services Commission ID#34-HUNCCP</b> |           |  |                            |
| F.W. Webb  | FWWEB005  | Industrial Supplies & Equip                          | <u>HCESC-Cat-19-09</u>     |
| Ferguson Enterprises, LLC  | FERGU020  | Industrial Supplies & Equip                          | <u>HCESC-Cat-19-09</u>     |
| Hilti, Inc.  | HILTI005  | Industrial Supplies & Equip                          | <u>HCESC-Cat-19-09</u>     |
| "Miner LTD<br>formerly New Jersey Door Works, LLC"                   | NEWJE055  | Overhead Door Repair and Replacement                 | <u>HCESC-Cat/Ser-21-03</u> |
| <b>North Jersey Wastewater Cooperative - ID# 88-NJWCPS</b>           |           |  |                            |
| A.C. Schultes  | SCHUL005  | Repair Pumps & Motors                                | <u>B331-6</u>              |
| Applied Industrial Technologies                                      | APPLI015  | Furnish and Deliver Various Belts                    | <u>B299A-2</u>             |
| Applied Analytics, Inc.  | APPLI020  | Various Mfgs. Equip. & Spare Parts                   | <u>B-270-3</u>             |
| Dave Heiner Associates, Inc.   | DAVEH005  | Instrumentation Equipment, Parts & Supplies          | <u>B-343-1</u>             |
| Eastern Industrial Automation, Inc.                                  | EASTE105  | Furnish and Deliver Various Belts                    | <u>B-262-3</u>             |
| Ferguson Enterprises, LLC  | FERGU020  | Hose Couplings and Fittings                          | <u>B-224A</u>              |
| Ferguson Enterprises, LLC  | FERGU020  | Safety Equipment and Supplies                        | <u>B267A-3</u>             |
| GMH Associates of America, Inc.                                      | TBD       | Various Mfgs. Equip. & Spare Parts                   | <u>B-270-5</u>             |
| GP Jager, Inc.   | GPJAG005  | Various Mfgs. Equip. & Spare Parts (JWC)             | <u>B-270-6</u>             |
| GJ Oliver, Inc   | TBD       | Various Pumps & Motors-Repair-Replacement-Install    | <u>B331-9</u>              |
| Ironbound Supply Company   | IRONB005  | Pipe Fittings, Valves and Accessories                | <u>B-263-1</u>             |
| Municipal Maintenance Co., Inc.                                      | MUNIC010  | Various Pumps & Motors-Repair-Replacement-Install    | <u>B-279-4</u>             |
| NSI Neal Systems, Inc.   | NSINE005  | Instrumentation Equipment, Parts & Supplies          | <u>B-343-7</u>             |
| PCS Pump & Process, Inc.   | PCSPU005  | Instrumentation Equipment, Parts & Supplies          | <u>B-343-3</u>             |
| Precision Electric Motor   | PREC1005  | Various Pumps & Motors-Repair-Replacement-Install    | <u>B331-8</u>              |
| Pumping Services, Inc.   | PUMPI005  | Various Mfgs. Equip. & Spare Parts (Franklin Miller) | <u>B-270-2</u>             |

| 2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS                     |           |   |                   |
|--|-----------|---|-------------------|
| VENDOR   | VENDOR ID | CONTRACT DESCRIPTION  | CONTRACT #        |
| Pumping Services, Inc.   | PUMPI005  | Instrumentation Equipment, Parts & Supplies   | <u>B-343-4</u>    |
| Rapid Pump and Meter Service   | SERCO005  | Various Pumps & Motors-Repair-Replacement-Install   | <u>B331-7</u>     |
| Rapid Pump and Meter Service   | SERCO005  | Instrumentation Equipment, Parts & Supplies   | <u>B343-9</u>     |
| Raritan Supply Company   | RARIT015  | Pipe Fittings, Valves and Accessories   | <u>B-305A-1</u>   |
| Reiner Pump Systems  | REINE005  | ABS/Sulzer, Seepex Equipment & Supplies   | <u>B-270-4</u>    |
| Teledyne Isco  | ISCO0005  | Instrumentation Equipment, Parts & Supplies   | <u>B-295A-5</u>   |
| Turtle & Hughes, Inc.  | TURTL005  | Instrumentation Equipment, Parts & Supplies   | <u>B-343A</u>     |
| Turtle & Hughes, Inc.  | TURTL005  | Various Mfgs. Equip. & Spare Parts  | <u>B-270-8</u>    |
| Willier Electric Motor Repairs   | WILLI005  | Various Pumps & Motors-Repair-Replacement-Install   | <u>B331-2</u>     |
| <b>Southern New Jersey Cooperative - ID# 271SNJPC</b>                    |           |   |                   |
| Nichem   | NICHE005  | Supply & Disposal of Activated Carbon   | <u>2022-WW-06</u> |
| David Weber Oil Co.  | DAVID005  | Oils, Lubricants, Greases and Lubricants  | <u>2022-SW-01</u> |
| <b>NASPO Valupoint member as of 7/27/2020</b>                            |           |   |                   |
| Cellco Partnership dba/Verizon   | VERIZO10  | Wireless, Data Voice and Accessories  | <u>MA-152</u>     |
| <b>OMNIA Partners, Public Sector member as of 09/28/2020</b>             |           |   |                   |
| Applied Industrial Technologies  | APPLI015  | Maintenance, Repair, Operating & Industrial Supplies  | <u>16154</u>      |
| Graybar Electric Co.   | GRAYB005  | Electrical, Lighting, Data Communications and Security Products and Related Products, Services  | <u>EV2370</u>     |
| HD Supply Facilities Maintenance / The Home Depot Pro                    | THEHO005  | Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services | <u>16154</u>      |
| SHI International  | SHIIN005  | Information Technology and Services   | <u>2018011-02</u> |
| <b>Sourcewell National Cooperative Contracts member as of 03/02/2015</b> |           |   |                   |
| Cherry Valley Tractor Sales  | CHERR005  | Grounds Maintenance Equip. Attachments and Accessories with Related Services                    | <u>031121-KBA</u> |
| Cummins, Inc.  | CUMMI010  | Electrical Energy Power Generation Parts, Supplies, Services                                    | <u>120617-CMM</u> |
| Eastern DataComm, LLC  | TBD       | Unified Communications, Contact Center, and Related Services, Equipment and Applications        | <u>022719-MBS</u> |
| Enterprise Fleet Management  | ENTER020  | Fleet Management Services   | <u>030122-EFM</u> |

| 2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS |           |  |             |
|--|-----------|--|-------------|
| VENDOR   | VENDOR ID | CONTRACT DESCRIPTION   | CONTRACT #  |
| Foley, Inc.  | FOLEY005  | CAT Heavy Construction Equipment with Related  | 032119-CAT  |
| Foley, Inc.  | FOLEY005  | Rental of Heavy Construction Equipment   | 062320-CAT  |
| Gabrielli Truck Sales                                | GABRI005  | Mack Trucks Class 4-8 Chassis with Related   | 060920-MAK  |
| GovDeals   | GOVD005   | Surplus Auction Services with Related Solutions  | 012821-GDI  |
| Hoffman Equipment                                    | HOFFM010  | Volvo Heavy Construction Equipment with Related Accessories, Attachments, and Supplies                               | 032119-VCE  |
| Jesco, Inc.  | JESCO005  | John Deere Heavy Construction Equipment with   | 032119-JDC  |
| Seaville Napa  | NAP005    | Auto, Truck, Equip. Parts, Accessories-Entire Catalog  | 032521-GPC  |
| Service Tire Truck Centers, Inc.                     | SERVI005  | Tires, Related Equip. Supplies & Services (Goodyear)   | 102517-GTC  |
| Snap-On  | SNAPO005  | Vehicle Lifts, Garage and Fleet Maintenance Equipment  | 013020-SNP  |
| Thompson Pump & Manufacturing Co., Inc.              | THOMP005  | Procurement of Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies | 101221-TPM  |
| Vermeer Corporation                                  | VERME005  | Grinders, Trommel Screens, Compost Turners, Tree   | #050119-VRM |
| Villas Napa Auto Parts                               | VILLA015  | Auto, Truck, Equip. Parts, Accessories-Entire Catalog  | 032521-GPC  |
| Unifirst Corporation                                 | UNIFI005  | Uniform Rental   | 040920-UFC  |

Cape May County Municipal Utilities Authority

RESOLUTION NO. 59-23

RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS MATERIAL

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

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

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

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

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

Table with 7 columns: Motion, Second, Yes, No, Abstain, Absent and 7 rows of names: Mr. Burns, Ms. Callinan, Ms. Heenan, Mr. Matalucci, Mr. Rixey, Ms. Saduk, Mr. Betts.

I hereby certify the foregoing to be a true and correct copy of Resolution No. 59-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7th day of June 2023.

Assistant Corporate Secretary



MEMORANDUM

May 31, 2023

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

FROM: Kevin W. McGahey, CPA

RE: Sale of Surplus Property

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

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

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

I therefore request that the Board consider adopting a Resolution at our June 7, 2023 Board Meeting declaring the items on the attached list, Schedule A, as surplus property to be disposed of through GovDeals, Inc., an on-line auction service, in accordance with the provisions of Local Finance Notice 2019-15.

With concurrence of:

  
\_\_\_\_\_  
Robert P. Donato  
Chief Financial Officer

5/31/2023  
\_\_\_\_\_  
Date

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

020/01/23  
\_\_\_\_\_  
Date

KWM:  
Enclosure  
C: Branden Kelly  
Ann M. McDevitt

**SCHEDULE A - CMC MUA Surplus Inventory List - 6/7/2023 Board Meeting**

| Item # | Lot # | Asset Number | Unit Number | Year | Description                        | VIN / Serial | Mileage/Hours |
|--------|-------|--------------|-------------|------|------------------------------------|--------------|---------------|
| 1      | 1     | NA           | NA          | NA   | Palo Alto PA-500 Firewall          | 9401035398   | NA            |
| 2      | 1     | NA           | NA          | NA   | Palo Alto PA-500 Firewall          | 9401004250   | NA            |
| 3      | 1     | NA           | NA          | NA   | Palo Alto PA-500 Firewall          | 9401035478   | NA            |
| 4      | 1     | NA           | NA          | NA   | Palo Alto PA-500 Firewall          | 9401035477   | NA            |
| 5      | 1     | NA           | NA          | NA   | Palo Alto PA-500 Firewall          | 9401035518   | NA            |
| 6      | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112213       | NA            |
| 7      | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112134       | NA            |
| 8      | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112138       | NA            |
| 9      | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112132       | NA            |
| 10     | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112126       | NA            |
| 11     | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112130       | NA            |
| 12     | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112206       | NA            |
| 13     | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112128       | NA            |
| 14     | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112136       | NA            |
| 15     | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112204       | NA            |
| 16     | 2     | NA           | NA          | NA   | Ceragon Networks FibeAir 1500P IDU | 112210       | NA            |
| 17     | 3     | NA           | NA          | NA   | Ceragon Networks FibeAir IP-10 IDU | 1134448425   | NA            |
| 18     | 3     | NA           | NA          | NA   | Ceragon Networks FibeAir IP-10 IDU | 1134Q48430   | NA            |
| 19     | 3     | NA           | NA          | NA   | Ceragon Networks FibeAir IP-10 IDU | F092M00785   | NA            |
| 20     | 3     | NA           | NA          | NA   | Ceragon Networks FibeAir IP-10 IDU | 1453K01039   | NA            |
| 21     | 4     | NA           | NA          | NA   | Ceragon Networks FibeAir IP-10 ODU | F172R04851   | NA            |
| 22     | 4     | NA           | NA          | NA   | Ceragon Networks FibeAir IP-10 ODU | 1244D004293  | NA            |
| 23     | 4     | NA           | NA          | NA   | Ceragon Networks FibeAir IP-10 ODU | 1451411748   | NA            |
| 24     | 4     | NA           | NA          | NA   | Ceragon Networks FibeAir IP-10 ODU | F491805674   | NA            |
| 25     | 5     | NA           | NA          | NA   | Tally 636                          | F36H208543   | NA            |
| 26     | 6     | NA           | NA          | NA   | Savin 2400WD                       | K1441200023  | NA            |
| 27     | 7     | NA           | NA          | NA   | IBM 6400                           | 01P2304      | NA            |
| 28     | 8     | NA           | NA          | NA   | IBM 6500                           | 01PK638      | NA            |

Cape May County Municipal Utilities Authority

RESOLUTION NO. 60-23

RESOLUTION AUTHORIZING THE PROCUREMENT OF MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES THROUGH OMNIA PARTNERS CONTRACT #16154 WITH HD SUPPLY FACILITIES MAINTENANCE, LTD.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has a need to procure maintenance, repair, operating supplies, industrial supplies, and related products and services; and,

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

WHEREAS, pursuant to Authority Resolution 104-20, the CMCMUA authorized to enter into membership with a nationally recognized and accepted cooperative purchasing agreement, OMNIA Partners; and,

WHEREAS, OMNIA Partners has publicly advertised, received, and evaluated Requests for Proposals for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services and has awarded OMNIA Partners Contract #16154 to HD Supply Facilities Maintenance, Ltd., 3400 Cumberland Boulevard, Atlanta, GA 30339 a New Jersey approved vendor, and has made the OMNIA Partners Contracts available to other public entities; and,

WHEREAS, the Authority desires to authorize the CMCMUA's Qualified Purchasing Agent to procure maintenance, repair, operating supplies, industrial supplies, and related products and services from the approved OMNIA Partners contract; and,

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, that the CMCMUA hereby authorizes its Qualified Purchasing Agent to procure maintenance, repair, operating supplies, industrial supplies, and related products and services through OMNIA Partners Contract #16154.

BE IT FURTHER RESOLVED, pursuant to the rules of the Local Finance Board of the State of New Jersey, no amount of this contract shall be chargeable or certified until such time as maintenance, repair, operating supplies, industrial supplies, and related products and services are ordered, or otherwise called for, prior to placing the order. A certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 60-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

Assistant Corporate Secretary

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

**PROJECT INFORMATION**

**Project Name:** Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services  
**Purpose and Scope of Contract:** The purpose of this Contract is to procure maintenance, repair, operating supplies, industrial supplies, and related products and services through an Omnia Partners Contract #16154 qualified vendor, on an as needed basis.

**PROCUREMENT INFORMATION**

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

**Contract Number:** Omnia Partners Contract #16154 **Term of Contract:** June 19, 2023 – December 31, 2026 **Option to Renew:**  No  Yes: One (1) - up to a maximum of five (5) years or on a month-to-month basis for a maximum of six (6) months

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

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

**Engineer's Estimate:** N/A

**Notice of Intent to Award Contract Date :** June 19, 2023 – December 31, 2026 **Notice of Intent Comment Period End Date:** May 23, 2023

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

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

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** HD Supply Facilities Maintenance, Ltd. **Address:** 3400 Cumberland Boulevard  
Atlanta, GA 30339


**BUDGET INFORMATION**

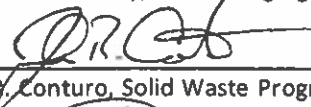
**Program:**  Wastewater  Solid Waste  Administration


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

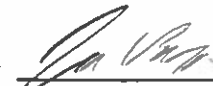
**Contract Value, Not-To-Exceed:** WW \$40,000.00; SW \$20,000.00

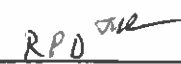
**Contract Spending Previous Contract Year:** N/A

  
\_\_\_\_\_  
Kevin W. McGahey, Purchasing Agent

  
\_\_\_\_\_  
John R. Conturo, Solid Waste Program Manager

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

06-01-2023   
Date Joshua Palombo, Wastewater Program Manager 6/1/23  
Date

6/1/2023   
Date Robert P. Donato, Chief Financial Officer 06/01/23  
Date

06/01/23  
Date

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 61-23

### **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT MUA-EQUIP-21-23 – FURNISH AND DELIVER OEM REPLACEMENT AND REMANUFACTURED PARTS AND REPAIR SERVICES FOR JOHN DEERE HEAVY EQUIPMENT TO JESCO, INC.**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement of Bids for Contract MUA-EQUIP-21-23 – Furnish and Deliver OEM Replacement Parts and Repair Services for John Deere Heavy Equipment ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

**WHEREAS**, the Authority received one (1) Bid in accordance with the Advertisement of Bids for the Contract and publicly opened said bid on May 23, 2023; and,

**WHEREAS**, the CMCMUA's Purchasing Agent, Wastewater Program Manager and Solid Waste Program Manager have reviewed the Bid submitted by the sole Bidder, Jesco, Inc., and have determined that it is a responsive Bid in accordance with the Advertisement of Bids and Bid Specifications for said Contract and recommends Jesco, Inc. be awarded said Contract; and,

**WHEREAS**, the CMCMUA's General Legal Counsel has reviewed the Bid submitted by Jesco, Inc., and has opined, after researching the applicable law, that Jesco, Inc.'s Bid complied with the Bid Specifications of said Contract; and,

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

**WHEREAS**, the Cape May County Municipal Utilities Authority has therefore determined that Jesco, Inc., 118 St. Nicholas Avenue, South Plainfield, NJ 07080 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract MUA-EQUIP-21-23 in the total not-to-exceed amount of \$110,600.00; and,

**WHEREAS**, the CMCMUA'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 MUA-EQUIP-21-23 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 Jesco, Inc, at the total not-to-exceed amount of \$110,600.00.
3. The term of this Contract is one (1) year from execution of the Agreement by the Authority, with an option to renew for two (2) additional one (1) year periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The CMCMUA's Executive Director, or Deputy Director, is hereby authorized and directed to execute said contract.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver OEM Replacement Parts and Repair Services for John Deere Heavy Equipment under Contract MUA-EQUIP-21-23 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$110,600.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 61-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

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

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

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver OEM Replacement Parts and Repair Services for John Deere Heavy Equipment.

**Purpose and Scope of Contract:** The purpose of this contract is to secure a fully authorized and franchised John Deere vendor who will provide on an "as needed" basis, various new and unused OEM replacement parts and components, as well as provide a fixed per man-hour labor rate for maintenance or repair work that may be requested on the various John Deere Heavy Equipment used by Solid Waste and Wastewater Operations.

**PROCUREMENT INFORMATION**

|  |   |
|--|---|
| <b>Contract Type:</b> <input checked="" type="checkbox"/> Procurement (Goods and Services) <input type="checkbox"/> Professional Services  |   |
| <input type="checkbox"/> Construction <input type="checkbox"/> Non-Professional Services   |   |
| <b>Contract Number:</b> MUA-EQUIP-21-23  | <b>Term of Contract:</b> One (1) Year   |
| <b>Option to Renew:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: Two (2) One (1) year options  |   |
| <b>Bid Guarantee:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes  | <b>Consent of Surety:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| <b>Liquidated Damages:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: ,Basis:  |   |
| <b>Engineer's Estimate:</b> \$130,000.00   |   |
| <b>Advertisement Date:</b> May 4, 2023   | <b>Opening Date:</b> May 23, 2023   |
| <b>Contract Award Basis:</b> <input checked="" type="checkbox"/> Lowest Responsible Bidder <input type="checkbox"/> Best Value <input type="checkbox"/> Cooperative Pricing System |   |
| <input type="checkbox"/> Highest Ranking Score <input type="checkbox"/> Negotiated   |   |
| <b>Recommendation:</b> <input checked="" type="checkbox"/> Award   |   |
| <input type="checkbox"/> Exercise 1 year option to renew under original Contract Terms and Conditions, Option Dates: ;   |   |
| Options to Renew remaining:  |   |
| <input type="checkbox"/> Reject, Basis:  |   |

**CONTRACTOR/VENDOR INFORMATION**

|                                       |   |
|---------------------------------------|---|
| <b>Contractor/Vendor:</b> Jesco, Inc. | <b>Address:</b> 118 St. Nicholas Avenue<br>South Plainfield, NJ 07080 |
|---------------------------------------|---|

**BUDGET INFORMATION**

|  |
|--|
| <b>Program:</b> <input checked="" type="checkbox"/> Wastewater <input checked="" type="checkbox"/> Solid Waste <input type="checkbox"/> Administration                                   |
| <b>Funding:</b>  |
| <input checked="" type="checkbox"/> Operating Budget <input type="checkbox"/> Capital <input type="checkbox"/> SW Building & Site Maintenance <input type="checkbox"/> SW Equipment Fund |
| <b>Contract Value, Not-To-Exceed:</b> \$110,600.00   |
| <b>Contract Spending Previous Contract Year:</b> SW - \$62,346.85; WW - \$9,559.41   |

  
Kevin W. McGahey, Purchasing Agent

06-01-2023  
Date

  
Joshua Palombo, Wastewater Program Manager

6/1/23  
Date

  
John R. Conturo, Solid Waste Program Manager

6/1/23  
Date

  
Robert P. Donato, Chief Financial Officer

5/31/2023  
Date

  
Joseph V. Rizzuto, Executive Director

05/31/23  
Date

# 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 2, 2023

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 John Deere Heavy Equipment MUA-EQUIP-21-23**

Dear Mr. Rizzuto:

## I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to the Contract to Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for John Deere Heavy Equipment on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received one (1) bid for the Contract. The sole bid was submitted on Tuesday, May 23, 2023, at 2:00 p.m. as follows:

### VENDOR

### BID AMOUNT

I. Jesco, Inc.

\$110,600.00

## II. FACTUAL ANALYSIS

The specifications are seeking a vendor to provide, on an "as needed" basis, various new and unused Original Equipment Manufacturers (OEM) replacement and remanufactured parts and repair services for the Authority's heavy equipment manufactured by John Deere. See Bid Specifications, Section IV(1.0), Technical Specifications, Scope of Work. The specifications make clear that the contract does not guarantee that a specific number of parts will be ordered, or that a specific number of labor hours will be requested, or that a specific total dollar amount will be expended, and all parts, quantities, and labor will be ordered on an "as needed" basis only. See Bid Specifications, Section IV(5.0), Technical Specifications, Quantity. Bidders were instructed to provide pricing in the format of a minimum percentage discount off a verifiable



Joseph V. Rizzuto  
Executive Director  
June 2, 2023  
Page 2

**RE: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for John Deere Heavy Equipment  
MUA-EQUIP-21-23**

price list/index. See Bid Specifications, Section IV(6.0), Technical Specifications, Submittals. The contract will be awarded to the responsible bidder who submits the highest percent discount on the parts and the lowest hourly rate for repair services resulting in the lowest cost to the Authority. See Bid Specifications, Section IV(8.0), Technical Specifications, Contract Award.

The apparent low bidder for this contract was Jesco, Inc. ("Jesco"). Following a review of the bid submitted by Jesco, the bid appears to be in compliance with the specifications from a legal perspective and no defects have been uncovered. The bid was further reviewed by Mr. John R. Conturo, PE, Solid Waste Program Manager on behalf of the Authority. Following his review, Mr. Conturo, via correspondence dated May 25, 2023, opined that the bid submitted by Jesco complies with the technical specifications and recommended the award of the contract to Jesco.

### **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.

Joseph V. Rizzuto  
Executive Director  
June 2, 2023  
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**RE: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for John Deere Heavy Equipment  
MUA-EQUIP-21-23**

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);
- 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:

**RE: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for John Deere Heavy Equipment MUA-EQUIP-21-23**

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

**IV. JESCO INC.'S BID**

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

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

The bid submitted by Jesco is in the appropriate form.

**V. CONCLUSION**

After researching the applicable law, reviewing the Contract specifications and documents and

Joseph V. Rizzuto  
Executive Director  
June 2, 2023  
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**RE:   Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair  
Services for John Deere Heavy Equipment  
MUA-EQUIP-21-23**

conferring with staff, it is recommended that the contract for MUA-EQUIP-21-23, to Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for John Deere Heavy Equipment on behalf of the Authority be awarded to Jesco, Inc. It is further recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract, subject to staff concurrence and the availability of funds.

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

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



Christopher F. Long, Esquire

cc:   Thomas LaRocco, Chief Engineer  
      Robert Donato, Chief Financial Officer  
      Joshua Palombo, Wastewater Management Program Manager  
      John Conturo, Solid Waste Program Manager  
      Kevin Whitney, Senior Advisor  
      Annie M. McDevitt, Office Manager  
      Kevin McGahey, Purchasing Agent

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 62-23

### RESOLUTION AUTHORIZING THE AWARD OF CONTRACT MISC-16-23 – 2023 MISCELLANEOUS MECHANICAL SERVICES TO FALASCA MECHANICAL, INC.

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement of Bids for Contract MISC-16-23 – 2023 Miscellaneous Mechanical Services ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

**WHEREAS**, the Authority received three (3) Bids in accordance with the Advertisement of Bids for the Contract and publicly opened said Bids on May 18, 2023; and,

**WHEREAS**, the CMCMUA's Purchasing Agent, Wastewater Program Manager and Solid Waste Program Manager have reviewed the Bid submitted by the apparent low Bidder, Falasca Mechanical, Inc., and have determined that it is a responsive Bid in accordance with the Advertisement of Bids and Bid Specifications for said Contract and recommends Falasca Mechanical, Inc. be awarded said Contract; and,

**WHEREAS**, the CMCMUA's General Legal Counsel has reviewed the Bid submitted by Falasca Mechanical, Inc., and has opined, after researching the applicable law, that Falasca Mechanical, Inc.'s Bid complied with the Bid Specifications of said Contract; and,

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

**WHEREAS**, the Cape May County Municipal Utilities Authority has therefore determined that Falasca Mechanical, Inc., 3329 North Mill Road, Vineland, NJ 08360 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract MISC-16-23 in the total not-to-exceed amount of \$132,250.00; and,

**WHEREAS**, the CMCMUA'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 MISC-16-23 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 Falasca Mechanical, Inc, at the total not-to-exceed amount of \$132,250.00.
3. The term of this Contract is one (1) year from execution of the Agreement by the Authority, with an option to renew for two (2) additional one (1) year periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The CMCMUA'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 2023 Miscellaneous Mechanical Services under Contract MISC-16-23 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$132,250.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 62-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

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

# CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

## CONTRACT FACT SHEET

### PROJECT INFORMATION

**Project Name:** 2023 Miscellaneous Mechanical Services

**Purpose and Scope of Contract:** The purpose of this contract is for the furnishing of all necessary labor, supervision, equipment, tools and/or materials, on an "as-needed basis", for miscellaneous repairs, modifications or new installations of mechanical equipment (e.g. gearboxes, bearings, pumps, motors, grinders) or piping throughout the CMCMA Regional Facilities.

### PROCUREMENT INFORMATION

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

**Contract Number:** MISC-16-23 **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:** \$400,000.00

**Advertisement Date:** April 25, 2023 **Opening Date:** May 18, 2023

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

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

### CONTRACTOR/VENDOR INFORMATION

**Contractor/Vendor:** Falasca Mechanical, Inc. **Address:** 3329 North Mill Road  
 Vineland, NJ 08360

### BUDGET INFORMATION


**Program:**  Wastewater  Solid Waste  Administration

**Funding:**

Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

**Contract Value, Not-To-Exceed:** \$132,250.00

**Contract Spending Previous Contract Year:** N/A

  
 \_\_\_\_\_  
 Kevin W. McGahey, Purchasing Agent

06-01-2023  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Joshua Palombo, Wastewater Program Manager

6/1/23  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 John R. Conturo, Solid Waste Program Manager

6/1/23  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Robert P. Donato, Chief Financial Officer

5/31/2023  
 \_\_\_\_\_  
 Date

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

05/31/23  
 \_\_\_\_\_  
 Date

# WADE, LONG, WOOD & LONG, LLC

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

John A. Moustakas †◇

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

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

May 25, 2023

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

RE: **2023 Miscellaneous Mechanical Services**  
**MISC-16-23**

Dear Mr. Rizzuto:

## I. INTRODUCTION

I have reviewed the documents provided regarding the bid submissions with respect to the contract MISC-16-23, 2023 Miscellaneous Mechanical Services on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received three (3) bids for this Contract. The bids were received on Thursday, May 18, 2023, as follows:

| <u>Vendor</u>                      | <u>Total Amount Bid</u> |
|------------------------------------|-------------------------|
| 1. Falasca Mechanical, Inc.        | \$132,250.00            |
| 2. Municipal Maintenance Co.       | \$155,000.00            |
| 3. GMH Associates of America, Inc. | \$173,879.00            |

## II. FACTUAL ANALYSIS

The bid specifications sought bids for a contractor to furnish all necessary labor, supervision, equipment, tools and/or materials for miscellaneous repairs, modifications or new installations of mechanical equipment or piping throughout the CMCMUA Wastewater and Solid Waste Regional Facilities. See Bid Specifications Section IV(1.0), Technical Specifications, General. The specifications make clear that the hours specified are based on the Authority's best estimates, but are not final and may increase or decrease based upon the actual work required under the contract. See Bid Specifications, Section IV(3.0), Technical Specifications, Quantities Estimated.



Joseph V. Rizzuto  
Executive Director  
May 25, 2023  
Page 2

**RE: 2023 Miscellaneous Mechanical Services**  
**MISC-16-23**

The apparent low bid was submitted by Falasca Mechanical, Inc. ("Falasca"). Upon review of the bid submitted by Falasca, the bid appears to be in compliance with the specifications from a legal perspective and no defects have been uncovered. The bid was further reviewed by Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following his review, Mr. Palombo opined that the bid submitted by Falasca complies with the technical specifications and recommended the award of the contract to Falasca.

### **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).

Joseph V. Rizzuto  
Executive Director  
May 25, 2023  
Page 3

**RE: 2023 Miscellaneous Mechanical Services**  
**MISC-16-23**

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);
- 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:

**RE: 2023 Miscellaneous Mechanical Services**  
**MISC-16-23**

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
- c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
- d. The contracting unit wants to substantially revise the specifications for the goods or services;
- e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;
- f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

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

As outlined above, there are no apparent defects within the bid submitted by Falasca. 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. FALASCA MECHANICAL, INC.'S BID**

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Bid Proposal Form;
5. Acknowledgment of Receipt of Addenda;
6. Bid Bond;
7. Consent of Surety;
8. Power of Attorney;
9. Surety Disclosure Statement and Certification;
10. Certificate of Authority;
11. Surety Financial Statement;
12. Bidder's Experience/References;
13. Company Information;
14. Contractor Reference Form;
15. List of Contracts;
16. Additional Bidder's Qualifications;
17. List of Equipment;
18. Mandatory Designation of Subcontractors and/or Bidder's Own Workforce;
19. New Jersey Business Registration Certificate;

Joseph V. Rizzuto  
Executive Director  
May 25, 2023  
Page 5

**RE: 2023 Miscellaneous Mechanical Services**  
**MISC-16-23**

20. Prohibited Russia-Belarus Activities & Iran Investment Activities Form;
21. IRS Form W-9;
22. Public Works Contractors Registration Act Certificate;
23. Lowest Bidder Prevailing Wage Certification;
24. Certification of Non-Debarment for Federal Government Contracts;
25. Certificate of Employee Information Report;
26. Certificate of Liability Insurance;
27. Master Plumber License;
28. Certificate of Authority;
29. DPMC Notice of Classification;
30. NJSDA Contractor Notice of Prequalification;
31. DPMC Total Amount of Uncompleted Contracts;
32. Master HVACR Contractor.

The bid submitted by Falasca is in the appropriate form.

**V. CONCLUSION**

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the Contract for MISC-16-23, 2023 Miscellaneous Mechanical Services on behalf of the Authority be awarded to Falasca. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract subject to staff concurrence and the availability of funds.

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

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

*Christopher F. Long*

Christopher F. Long, Esquire

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

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 63-23

### RESOLUTION SUPPORTING FEDERAL LEGISLATION "S.1430 - WATER SYSTEMS PFAS LIABILITY PROTECTION ACT" THAT PROTECTS RATEPAYERS AND WATER/WASTEWATER AGENCIES

**WHEREAS**, the Cape May County Municipal Utilities Authority was established in 1972 by the Cape May County Board of County Commissioners to implement a comprehensive regional program for wastewater collection and treatment in Cape May County, New Jersey; and

**WHEREAS**, in 1980, the Cape May County Board of County Commissioners expanded the pollution abatement mission of the Cape May County Municipal Utilities Authority with the designation of implementing agency for the Cape May County Solid Waste Management Plan; and

**WHEREAS**, the Mission of Cape May County Municipal Utilities Authority is "To efficiently implement progressive and fiscally prudent solutions to safeguard the public health and protect Cape May County's unique natural environment in partnership with an engaged community and staff."; and

**WHEREAS**, the Cape May County Municipal Utilities Authority is responsible to protect the interests of its ratepayers; and

**WHEREAS**, the Cape May County Municipal Utilities Authority, calls upon New Jersey U.S. Senators, the Hon. Cory A. Booker and the Hon. Robert Menendez, to join the list of sponsors of United States Senate Bill "S.1430 - Water Systems PFAS Liability Protection Act" introduced by Sen. Cynthia Lummis (Wyoming); and

**WHEREAS**, Per-and Polyfluoroalkyl Substances (PFAS) are a threat to human health and the environment; and

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) announced plans to designate two of the most common PFAS, Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS), as hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), also known as Superfund; and

**WHEREAS**, under a broad definition of CERCLA, those responsible for producing and profiting from the production of PFAS could evade CERCLA liability and costs associated with mitigating PFAS from water and wastewater would become the burden of public and private drinking water utilities, public or privately owned or operated treatment works, stormwater utilities, and biosolids management programs; and

**WHEREAS**, public and private drinking water utilities, public or privately owned or operated treatment works, stormwater utilities, and biosolids management programs are passive receivers of PFAS and do not manufacture, use, or originate PFAS substances; and

**WHEREAS**, CERCLA was enacted to hold polluters of the environment accountable for damage they caused; and

**WHEREAS**, being subject to such a CERCLA designation would ensnare public and private drinking water utilities, public or privately owned or operated treatment works, stormwater utilities, and biosolids management programs in endless litigation at the expense of their respective taxpayers or ratepayers without underlying culpability; and

**WHEREAS**, EPA assurances that it will rely on its “enforcement discretion policy” to keep public and private drinking water utilities, public or privately owned or operated treatment works, stormwater utilities, and biosolids management programs from being forced to pay for environmental cleanup under CERCLA is insufficient to ensure permanent protection from CERCLA legal defense costs and cleanup liability for PFAS chemicals; and

**WHEREAS**, the Cape May County Municipal Utilities Authority and its ratepayers are “innocent bystanders” that should not be made to pay to further the legal strategies of those responsible for producing and profiting from the production of PFAS, nor be subject to the regulatory uncertainty associated with EPA’s “enforcement discretion policy”; and

**WHEREAS**, EPA’s proposed CERCLA designation of PFAS could have a potential significant economic impact on the Cape May County Municipal Utilities Authority, its ratepayers and the taxpayers and ratepayers of other public and private drinking water utilities, public or privately owned or operated treatment works, stormwater utilities, and biosolids management programs throughout the Country.

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Cape May County Municipal Utilities Authority calls on the Hon. Cory A. Booker and the Hon. Robert Menendez to join Sen. Cynthia Lummus in sponsoring the “S.1430 - Water Systems PFAS Liability Protection Act” because it would explicitly exempt a public water system (as defined in section 1401 of the Safe Drinking Water Act (42 U.S.C. §300f); a publicly or privately owned or operated treatment works (as defined in section 212 of the Federal Water Pollution Control Act (33 U.S.C. §1292); a municipality to which a permit under section 402 of the Federal Water Pollution Control Act (33 U.S.C. §1352) is issued for stormwater discharges; and a political subdivision of a State or a special district of a State acting as a wholesale water agency from CERCLA liability.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 63-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

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

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 64-23

### RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT CHEM-07-22 WITH GEORGE S. COYNE CHEMICAL CO., INC. - FURNISH AND DELIVER EMULSION POLYMER TO VARIOUS CMCMUA WASTEWATER TREATMENT FACILITIES PURSUANT TO RESOLUTION NO. 63-22

**WHEREAS**, on May 18, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 63-22 awarding George S. Coyne Chemical Co., Inc., Contract CHEM-07-22 – Furnish and Deliver Emulsion Polymer to Various CMCMUA Wastewater Treatment Facilities ("Contract", Parts 1 through 3); and,

**WHEREAS**, said Contract contains an option provision which would permit the Authority and George S. Coyne Chemical Co., Inc. to continue the Contract for two (2) additional 12-month renewal options; and,

**WHEREAS**, the Authority is desirous of executing the first 12-month extension of the Contract with George S. Coyne Chemical Co., Inc. pursuant to N.J.S.A. 40A:11-15 and, therefore, the Authority wishes to continue the Contract; and,

**WHEREAS**, compensation to George S. Coyne Chemical Co., Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the Unit Price per Pound of Polymer, as contained on the Proposal page of the Bid submitted by George S. Coyne Chemical Co., Inc. on May 5, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, for a total not-to-exceed amount Part 1: \$81,461.40; Part 2: \$53,127.00; and Part 3: \$58,439.70; and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract CHEM-07-22 is extended through June 6, 2024.
3. The total not-to-exceed budget for Part 1: \$81,461.40; Part 2: \$53,127.00; and Part 3: \$58,439.70 for this extended 12-month term for all services provided by George S. Coyne Chemical Co., Inc. under Contract CHEM-07-22 is based upon the Unit Price per Pound of Polymer, as contained on the Proposal page of the Bid submitted by George S. Coyne Chemical Co., Inc. on May 5, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, subject to Year 2023 and Year 2024 Wastewater Management Program Budget appropriations.
4. The CMCMUA's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 64-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

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



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

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver Emulsion Polymer to Various CMCMA Wastewater Treatment Facilities  
**Purpose and Scope of Contract:** The scope of this Contract, which has three (3) Parts, is for the supply and delivery of emulsion polymer (micron-sized polymer gels emulsified in a 30% hydrocarbon oil) to the Wildwood/Lower, Seven Mile Beach/Middle, and Ocean City Wastewater Treatment Facilities. This polymer will be used in the dewatering of thickened raw primary and secondary (RBC Process) sludge (3%-6% dry solids) using rotary filter presses.

**PROCUREMENT INFORMATION**

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

**Contract Number:** CHEM-07-22 **Term of Contract:** One (1) year **Option to Renew:**  No  Yes: contains two (2), one (1) year renewal options

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

**Liquidated Damages:**  No  Yes:

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

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

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

**Recommendation:**  Award  
 Exercise 1 year option to renew under original Contract Terms and Conditions,  
Option Dates: June 7, 2023 through June 6, 2024; Options to Renew remaining: 1  
 Reject, Basis:

**CONTRACTOR/VENDOR INFORMATION**

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


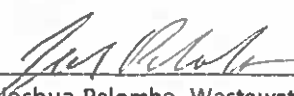
**BUDGET INFORMATION**



**Program:**  Wastewater  Solid Waste  Administration

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

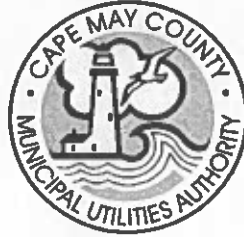
**Contract Value, Not-To-Exceed:** Part 1 – Wildwood/Lower: \$81,461.40, Part 2 – Seven Mile Beach/Middle: \$53,127.00 and Part 3 – Ocean City: \$58,439.70

**Contract Spending Previous Contract Year:** Part 1 - \$60,904.79; Part 2 - \$8,120.64; Part 3 - \$8,120.64

 \_\_\_\_\_ 106-01-2023  \_\_\_\_\_ 16/1/23  
Kevin W. McGahey, Purchasing Agent Date Joshua Palombo, Wastewater Program Manager Date

 \_\_\_\_\_ 1/31/2023  \_\_\_\_\_ 105/31/23  
Robert P. Donato, Chief Financial Officer Date Joseph V. Rizzuto, Executive Director Date

Joseph V. Rizzuto, Executive Director



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

## Cape May County Municipal Utilities Authority

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

Date: May 17, 2023

Ms. Carolyn Mair-Basiura  
GEORGE S. COYNE CHEMICAL CO., INC.  
3015 State Road  
Croydon, PA 19021

RE: Contract CHEM-07-22 - Furnish and Deliver Emulsion Polymer to the Various CMCMUA Wastewater Treatment Facilities –  
RENEWAL 1 of Two (2) One (1) Year Renewal Options

Dear Ms. Mair-Basiura,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend our agreement for CHEM-07-22 (Parts 1-3) for an additional one (1) year period subject to the same terms and conditions as the original Agreement; a copy of the original contract is attached hereto for your use and reference.

If in concurrence of same, George S. Coyne Chemical Co., Inc., will Furnish and Deliver Emulsion Polymer to the Various CMCMUA Wastewater Treatment Facilities, for an additional one (1) year period, June 7, 2023 through June 6, 2024, at the same terms and conditions as set forth in the original Agreement, dated June 7, 2022, for a total Contract not to exceed amount of: \$81,461.40 Part 1; \$53,127.00 Part 2; \$58,439.70 Part 3.

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

In addition, please update your insurance certificate(s) naming the CMCMUA as a certificate holder along with the proper endorsements. I have attached sample endorsement pages for you.

If you have any questions, please do not hesitate to contact me.

Regards,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY



Kevin W. McGahey, QPA  
Purchasing Agent

Concur: Yes  No

Meridith Haskin, Vice President 5/18/23

Meridith Haskin, Vice President (May 18, 2023 14:42 EDT)

Signature

Date

Meridith Haskin

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

KWM:

Attachments; One (1)

c: Mr. Joshua Palombo  
Mr. Robert P. Donato  
Ms. Ann McDevitt

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**Prohibited Russia-Belarus Activities & Iran Investment Activities**

|                         |                                    |
|-------------------------|------------------------------------|
| <b>Person or Entity</b> | George S. Coyne Chemical Co., Inc. |
|-------------------------|------------------------------------|

**Part 1: Certification**

**COMPLETE PART I BY CHECKING ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

**CONTRACT AWARDS AND RENEWALS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**CONTRACT AMENDMENTS AND EXTENSIONS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you. Coyne Chemical and all associated entities do not participate in any business transactions with Russia, Belarus or Iran. We have no investments outside of the US.

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Cape May County Municipal Utilities Authority ("CMCMUA") is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the CMCMUA to notify the CMCMUA in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CMCMUA and that the CMCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.*

|                              |   |              |                        |
|------------------------------|---|--------------|------------------------|
| <b>Full Name<br/>(Print)</b> | Meridith Haskin   | <b>Title</b> | Vice President Finance |
| <b>Signature</b>             | <i>Meridith Haskin, Vice President</i><br><small>Meridith Haskin, Vice President (May 18, 2023 14:42 EDT)</small> |              | <b>Date</b> 5/18/23    |









# CHEM-07-22-RENEWAL 1 with attachments- Coyne

Final Audit Report

2023-05-18

|                 |  |
|-----------------|--|
| Created:        | 2023-05-17                                   |
| By:             | Kevin McGahey (mccaheykw@cmcmua.com)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAYcCiGHNx_1f8XHbZ8YN1Y25Zs3R02Kd5 |

## "CHEM-07-22-RENEWAL 1 with attachments- Coyne" History

-  Document created by Kevin McGahey (mccaheykw@cmcmua.com)  
2023-05-17 - 8:50:27 PM GMT- IP address: 108.11.5.202
-  Document emailed to Carolyn Mair-Basiura (cmair-basiura@coynechemical.com) for signature  
2023-05-17 - 8:51:13 PM GMT
-  Email viewed by Carolyn Mair-Basiura (cmair-basiura@coynechemical.com)  
2023-05-17 - 8:57:45 PM GMT- IP address: 100.11.128.69
-  Document signing delegated to Meredith Haskin, Vice President (mhaskin@coynechemical.com) by Carolyn Mair-Basiura (cmair-basiura@coynechemical.com)  
2023-05-18 - 3:11:44 PM GMT- IP address: 100.11.128.69
-  Document emailed to Meredith Haskin, Vice President (mhaskin@coynechemical.com) for signature  
2023-05-18 - 3:11:45 PM GMT
-  Email viewed by Meredith Haskin, Vice President (mhaskin@coynechemical.com)  
2023-05-18 - 6:41:45 PM GMT- IP address: 50.200.49.114
-  Document e-signed by Meredith Haskin, Vice President (mhaskin@coynechemical.com)  
Signature Date: 2023-05-18 - 6:42:58 PM GMT - Time Source: server- IP address: 50.200.49.114
-  Agreement completed.  
2023-05-18 - 6:42:58 PM GMT

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 65-23

### RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT CHEM-26-22 WITH GEORGE S. COYNE CHEMICAL CO., INC. - FURNISH AND DELIVER METHANOL TO THE CMCMUA SEVEN MILE BEACH/MIDDLE WASTEWATER TREATMENT FACILITY PURSUANT TO RESOLUTION NO. 72-22

**WHEREAS**, on June 1, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 72-22 awarding George S. Coyne Chemical Co., Inc., Contract CHEM-26-22 – Furnish and Deliver Methanol to the Seven Mile Beach/Middle Wastewater Treatment Facility ("Contract"); and,

**WHEREAS**, said Contract contains an option provision which would permit the Authority and George S. Coyne Chemical Co., Inc. to continue the Contract for two (2) additional 12-month renewal options; and,

**WHEREAS**, the Authority is desirous of executing the first 12-month extension of the Contract with George S. Coyne Chemical Co., Inc. pursuant to N.J.S.A. 40A:11-15 and, therefore, the Authority wishes to continue the Contract; and,

**WHEREAS**, compensation to George S. Coyne Chemical Co., Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the Price per Gallon, as contained on the Proposal page of the Bid submitted by George S. Coyne Chemical Co., Inc. on May 17, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, for a total not-to-exceed amount of \$65,250.00; and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract CHEM-26-22 is extended through June 21, 2024.
3. The total not-to-exceed budget of \$65,250.00 for this extended 12-month term for all services provided by George S. Coyne Chemical Co., Inc. under Contract CHEM-26-22 is based upon the Unit Price per Pound, as contained on the Proposal page of the Bid submitted by George S. Coyne Chemical Co., Inc. on May 17, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, subject to Year 2023 and Year 2024 Wastewater Management Program Budget appropriations.
4. The Authority's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.



**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver Methanol to the Seven Mile Beach/Middle Wastewater Treatment Facility under CHEM-26-22 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 \$65,250.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **65-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of **June 2023**.

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

# CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

## CONTRACT FACT SHEET

### PROJECT INFORMATION

**Project Name:** Furnish and Deliver Methanol to the Seven Mile Beach/Middle Wastewater Treatment Facility  
**Purpose and Scope of Contract:** The purpose and scope of this contract is for the supply and delivery of methanol for use in the Reclaimed Wastewater for Beneficial Reuse Facility located at the Seven Mile Beach/Middle Wastewater Treatment Facility.

### PROCUREMENT INFORMATION

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

**Contract Number:** CHEM-26-22 **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:

**Engineer's Estimate:** \$45,000.00

**Advertisement Date:** April 20, 2022

**Opening Date:** May 17, 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: June 22, 2023 through June 21, 2024; Options to Renew remaining: 1  
 Reject, Basis:

### CONTRACTOR/VENDOR INFORMATION

**Contractor/Vendor:** George S. Coyne Chemical Co., Inc.

**Address:** 3015 State Road  
Croydon, PA 19021-6997

### BUDGET INFORMATION

**Program:**  Wastewater  Solid Waste  Administration

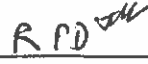
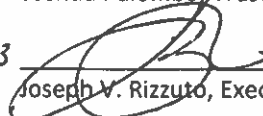
**Funding:**

Operating Budget  Capital  SW Building & Site Maintenance  SW Equipment Fund

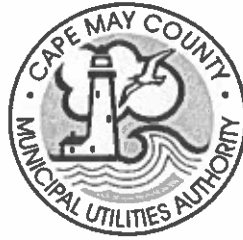
**Contract Value, Not-To-Exceed:** \$65,250.00

**Contract Spending Previous Contract Year:** \$11,158.64

 / 06-01-2023 /  / 6/1/23  
Kevin W. McGahey, Purchasing Agent Date Joshua Palombo, Wastewater Program Manager Date

 / 6/1/23 /  / 06/01/23  
Robert P. Donato, Chief Financial Officer Date Joseph V. Rizzuto, Executive Director Date

Joseph V. Rizzuto, Executive Director



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

## Cape May County Municipal Utilities Authority

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

Date: May 17, 2023

Ms. Carolyn Mair-Basiura  
GEORGE S. COYNE CHEMICAL CO., INC.  
3015 State Road  
Croydon, PA 19021

RE: Contract CHEM-26-22 - Furnish and Deliver Methanol to the CMCMUA Seven Mile Beach/Middle Wastewater Treatment Facility –  
RENEWAL 1 of Two (2) One (1) Year Renewal Options

Dear Ms. Mair-Basiura,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend our agreement for CHEM-26-22 for an additional one (1) year period subject to the same terms and conditions as the original Agreement; a copy of the original contract is attached hereto for your use and reference.

If in concurrence of same, George S. Coyne Chemical Co., Inc., will Furnish and Deliver Methanol to the CMCMUA Seven Mile Beach/Middle Wastewater Treatment Facility, for an additional one (1) year period, June 22, 2023 through June 21, 2024, at the same terms and conditions as set forth in the original Agreement, dated June 22, 2022, for a total Contract not to exceed amount of: \$65,250.00.

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

In addition, please update your insurance certificate(s) naming the CMCMUA as a certificate holder along with the proper endorsements. I have attached sample endorsement pages for you.

If you have any questions, please do not hesitate to contact me.

Regards,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY



Kevin W. McGahey, QPA  
Purchasing Agent

Concur: Yes  No

Meridith Haskin

5/18/23

Meridith Haskin (May 18, 2023 14:41 EDT)

Signature

Date

Meridith Haskin

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

KWM:

Attachments; One (1)

c: Mr. Joshua Palombo  
Ms. Emily Zidanic  
Mr. Robert P. Donato  
Ms. Ann McDevitt

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**Prohibited Russia-Belarus Activities & Iran Investment Activities**

|                         |                 |
|-------------------------|-----------------|
| <b>Person or Entity</b> | Meridith Haskin |
|-------------------------|-----------------|

**Part 1: Certification**

**COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

**CONTRACT AWARDS AND RENEWALS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**CONTRACT AMENDMENTS AND EXTENSIONS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you. Coyne Chemical and all associated entities do not participate in any business transactions with Russia, Belarus or Iran. We have no investments outside of the US.

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Cape May County Municipal Utilities Authority ("CMCMUA") is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the CMCMUA to notify the CMCMUA in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CMCMUA and that the CMCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.*

|                              |   |              |                           |
|------------------------------|---|--------------|---------------------------|
| <b>Full Name<br/>(Print)</b> | Meridith Haskin   | <b>Title</b> | VP Finance and Operations |
| <b>Signature</b>             | <u>Meridith Haskin</u><br><small>Meridith Haskin (May 18, 2023 14:41 EDT)</small> | <b>Date</b>  | 5/18/23                   |

Joseph V. Rizzuto, Executive Director



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

## Cape May County Municipal Utilities Authority

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

June 22, 2022  
Certified Mail  
7018 0040 0000 7304 4334

Mr. John Drzewicki  
GEORGE S. COYNE  
CHEMICAL CO., INC.  
3015 State Road  
Croydon, PA 19021

RE: Contract CHEM-26-22  
Furnish and Deliver Methanol to the  
CMCMUA Seven Mile Beach/Middle Wastewater Treatment Facility

Dear Mr. Drzewicki:

Thank you for your assistance in submitting the contract documents for the above-referenced Agreement.

Enclosed for your file records is a fully executed copy of the Agreement, dated June 22, 2022, the date the Authority's Executive Director executed said Agreement.

Very truly yours,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY

A handwritten signature in black ink, appearing to read "Ann M. McDevitt".

Ann M. McDevitt  
Office Manager

AMM:pem  
Enclosures

cc: Mr. Robert P. Donato, CPA  
Mr. Joshua Palombo  
Ms. Emily R. Zidanic  
Mr. Kevin W. McGahey, QPA











# CHEM-26-22-RENEWAL 1 with attachments - Coyne

Final Audit Report

2023-05-18

|                 |  |
|-----------------|--|
| Created:        | 2023-05-17                                   |
| By:             | Kevin McGahey (mcgaheykw@cmcmua.com)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAm7ZXLN1iQLegaDqPr_Wbw410S5qelBO6 |

## "CHEM-26-22-RENEWAL 1 with attachments - Coyne" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)  
2023-05-17 - 8:58:48 PM GMT- IP address: 108.11.5.202
-  Document emailed to Carolyn Mair-Basiura (cmair-basiura@coynechemical.com) for signature  
2023-05-17 - 8:59:23 PM GMT
-  Email viewed by Carolyn Mair-Basiura (cmair-basiura@coynechemical.com)  
2023-05-18 - 3:24:05 PM GMT- IP address: 100.11.128.69
-  Document signing delegated to Meredith Haskin (mhaskin@coynechemical.com) by Carolyn Mair-Basiura (cmair-basiura@coynechemical.com)  
2023-05-18 - 3:42:23 PM GMT- IP address: 100.11.128.69
-  Document emailed to Meredith Haskin (mhaskin@coynechemical.com) for signature  
2023-05-18 - 3:42:23 PM GMT
-  Email viewed by Meredith Haskin (mhaskin@coynechemical.com)  
2023-05-18 - 3:47:18 PM GMT- IP address: 50.200.49.114
-  Document e-signed by Meredith Haskin (mhaskin@coynechemical.com)  
Signature Date: 2023-05-18 - 6:41:32 PM GMT - Time Source: server- IP address: 50.200.49.114
-  Agreement completed.  
2023-05-18 - 6:41:32 PM GMT

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 66-23

### RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT CHEM-38-22 WITH GEORGE S. COYNE CHEMICAL CO., INC. - FURNISH AND DELIVER HYDROGEN PEROXIDE TO VARIOUS CMCMUA REGIONAL WASTEWATER TREATMENT FACILITIES PURSUANT TO RESOLUTION NO. 81-22

**WHEREAS**, on June 29, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 81-22 awarding George S. Coyne Chemical Co., Inc., Contract CHEM-38-22 – Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities ("Contract", Parts A and B); and,

**WHEREAS**, said Contract contains an option provision which would permit the Authority and George S. Coyne Chemical Co., Inc. to continue the Contract for two (2) additional 12-month renewal options; and,

**WHEREAS**, the Authority is desirous of executing the first 12-month extension of the Contract with George S. Coyne Chemical Co., Inc. pursuant to N.J.S.A. 40A:11-15 and, therefore, the Authority wishes to continue the Contract; and,

**WHEREAS**, compensation to George S. Coyne Chemical Co., Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the Adjusted Unit Price per Gallon, as contained on the Proposal page of the Bid submitted by George S. Coyne Chemical Co., Inc. on June 14, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, for a total not-to-exceed amount Part A: \$119,840.00 and Part B: \$133,612.50; and,

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

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

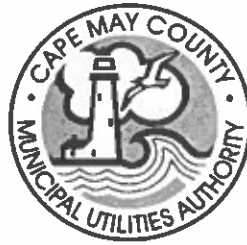
1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract CHEM-38-22 is extended through July 17, 2024.
3. The total not-to-exceed budget for Part A: \$119,840.00 and Part B: \$133,612.50 for this extended 12-month term for all services provided by George S. Coyne Chemical Co., Inc. under Contract CHEM-38-22 is based upon the Adjusted Unit Price per Pound, as contained on the Proposal page of the Bid submitted by George S. Coyne Chemical Co., Inc. on June 14, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, subject to Year 2023 and Year 2024 Wastewater Management Program Budget appropriations.
4. The CMCMUA's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount for Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities under CHEM-38-22 Parts A and B shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this Contract shall not exceed Part A \$119,840.00 and Part B \$133,612.50.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 66-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

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



## Cape May County Municipal Utilities Authority

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

Date: May 17, 2023

Ms. Carolyn Mair-Basiura  
GEORGE S. COYNE CHEMICAL CO., INC.  
3015 State Road  
Croydon, PA 19021

RE: Contract CHEM-38-22 - Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities –  
RENEWAL 1 of Two (2) One (1) Year Renewal Options

Dear Ms. Mair-Basiura,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend our agreement for CHEM-38-22 (Parts A and B) for an additional one (1) year period. Pursuant to the current contract we are permitted to agree to an increase based on the citation of the law found, in part, in N.J.S.A. 40A:11-15. This states; *c. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. The terms and conditions of the contract remain substantially the same.*

The adjustments agreed to for Part A is 5.94% and Part B is 6.07%. The original contract agreement is attached.

If in concurrence of same, George S. Coyne Chemical Co., Inc., will Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities, for an additional one (1) year period, July 18, 2023 through July 17 2024, at the same terms and conditions as set forth in the original Agreement, dated July 18, 2022, for a Contract amount of: \$119,840.00 Part A; \$133,612.50 Part B; for a Contract Total not to exceed \$253,452.50

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

In addition, please update your insurance certificate(s) naming the CMCMUA as a certificate holder along with the proper endorsements. I have attached sample endorsement pages for you.

If you have any questions, please do not hesitate to contact me.

Regards,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY



Kevin W. McGahey, QPA  
Purchasing Agent

Concur: Yes  No

Meridith Haskin

Meridith Haskin (May 18, 2023 14:40 EDT)

5/18/23

Signature

Date

Meridith Haskin

Name (Please Print or Type)

KWM:

Attachments; One (1)

c: Mr. Joshua Palombo  
Ms. Emily Zidanic  
Mr. Robert P. Donato  
Ms. Ann McDevitt

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

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver Hydrogen Peroxide to Various CMCMUA 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: July 18, 2023 through July 17, 2024; Options to Renew remaining: 1  
 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 \$119,840.00; Part B \$133,612.50

**Contract Spending Previous Contract Year:** Part A: \$22,272.52; Part B: \$8,955.13

  
 \_\_\_\_\_  
 Kevin W. McGahey, Purchasing Agent

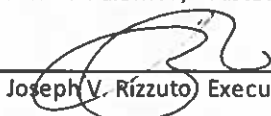
06-01-2023  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Joshua Palombo, Wastewater Program Manager

6/1/23  
 \_\_\_\_\_  
 Date

R.P.D.  
 \_\_\_\_\_  
 Robert P. Donato, Chief Financial Officer

06/01/23  
 \_\_\_\_\_  
 Date

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

06/01/23  
 \_\_\_\_\_  
 Date

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**Prohibited Russia-Belarus Activities & Iran Investment Activities**

|                         |                                    |
|-------------------------|------------------------------------|
| <b>Person or Entity</b> | George S. Coyne Chemical Co., Inc. |
|-------------------------|------------------------------------|

**Part 1: Certification**

**COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

**CONTRACT AWARDS AND RENEWALS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**To be completed, signed and submitted  
Prior to Award, or Sooner**

**CONTRACT AMENDMENTS AND EXTENSIONS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you. Coyne Chemical and all associated entities do not participate in any business transactions with Russia, Belarus or Iran. We have no investments outside of the US.



**To be completed, signed and submitted  
Prior to Award, or Sooner**

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Cape May County Municipal Utilities Authority ("CMCMUA") is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the CMCMUA to notify the CMCMUA in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CMCMUA and that the CMCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.*

|                              |   |              |            |
|------------------------------|---|--------------|------------|
| <b>Full Name<br/>(Print)</b> | Meridith Haskin   | <b>Title</b> | VP Finance |
| <b>Signature</b>             | <u>Meridith Haskin</u><br><small>Meridith Haskin (May 18, 2023 14:40 EDT)</small> | <b>Date</b>  | 5/18/23    |









# CHEM-38-22-RENEWAL 1 with attachments - Coyne

Final Audit Report

2023-05-18

|                 |  |
|-----------------|--|
| Created:        | 2023-05-18                                   |
| By:             | Kevin McGahey (mcgaheykw@cmcmua.com)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA68eqofLd5KgkzDzGRj6hO3KvZi9RIGgF |

## "CHEM-38-22-RENEWAL 1 with attachments - Coyne" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)  
2023-05-18 - 4:17:13 PM GMT- IP address: 108.11.5.202
-  Document emailed to Carolyn Mair-Basiura (cmair-basiura@coynechemical.com) for signature  
2023-05-18 - 4:17:54 PM GMT
-  Email viewed by Carolyn Mair-Basiura (cmair-basiura@coynechemical.com)  
2023-05-18 - 4:31:06 PM GMT- IP address: 100.11.128.69
-  Document signing delegated to Meredith Haskin (mhaskin@coynechemical.com) by Carolyn Mair-Basiura (cmair-basiura@coynechemical.com)  
2023-05-18 - 4:33:33 PM GMT- IP address: 100.11.128.69
-  Document emailed to Meredith Haskin (mhaskin@coynechemical.com) for signature  
2023-05-18 - 4:33:34 PM GMT
-  Email viewed by Meredith Haskin (mhaskin@coynechemical.com)  
2023-05-18 - 6:37:58 PM GMT- IP address: 50.200.49.114
-  Document e-signed by Meredith Haskin (mhaskin@coynechemical.com)  
Signature Date: 2023-05-18 - 6:40:55 PM GMT - Time Source: server- IP address: 50.200.49.114
-  Agreement completed.  
2023-05-18 - 6:40:55 PM GMT

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 67-23

### RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY AND THE CITY OF NORTH WILDWOOD FOR THE PERIODIC PAVEMENT REPAIRS ON DELAWARE AVENUE BETWEEN 10<sup>TH</sup> AND 26<sup>TH</sup> AVENUES

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") constructed, circa 1985, a twenty-four inch (24") diameter ductile iron pipe (DIP) force main on Delaware Avenue in North Wildwood from 10<sup>th</sup> Avenue to 26<sup>th</sup> Avenue ("Force Main") for the purpose of conveying wastewater from the CMCMUA's 10<sup>th</sup> Avenue Pump Station to the CMCMUA's Wildwood/Lower Region Wastewater Facility; and,

**WHEREAS**, both the City of North Wildwood and the CMCMUA agree that to ameliorate the current pavement settlement on Delaware Avenue resulting from previously completed Authority projects on the Force Main, the best course of action is complete periodic pavement repairs on Delaware Avenue until a more permanent solution can be implemented; and,

**WHEREAS**, the City of North Wildwood retains a miscellaneous service contractor that is equipped and experienced with work related to pavement repairs; and,

**WHEREAS**, the City retains an engineering firm that is knowledgeable and experienced with pavement repairs; and,

**WHEREAS**, the City of North Wildwood and the CMCMUA deem it to be in their interests and desire to enter into an agreement, "Agreement By and Between the Cape May County Municipal Utilities Authority and the City of North Wildwood for the Periodic Pavement Repairs on Delaware Avenue between 10<sup>th</sup> and 26<sup>th</sup> Avenues" ("Agreement"), that clearly sets forth the responsibilities of each party; and,

**WHEREAS**, the CMCMUA's General Counsel has reviewed the Agreement and has opined that it is in the appropriate form and upon execution will be enforceable according to its terms; and,

**WHEREAS**, the CMCMUA's Chief Engineer and Executive Director has recommended approval of said Agreement.

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

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

1. The provisions of the WHEREAS clauses set forth above are herein incorporated by reference and made a part hereof.
2. The Cape May County Municipal Utilities Authority hereby approves the Agreement, "Agreement By and Between the Cape May County Municipal Utilities Authority and the City of North Wildwood for the Periodic Pavement Repairs on Delaware Avenue between 10<sup>th</sup> and 26<sup>th</sup> Avenues", in substantially the same form as currently on file with the Authority's Office Manager, with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.

**AGREEMENT BY AND BETWEEN THE CAPE MAY COUNTY MUNICIPAL UTILITIES  
AUTHORITY AND THE CITY OF NORTH WILDWOOD FOR THE PERIODIC PAVEMENT  
REPAIRS ON DELAWARE AVENUE BETWEEN 10<sup>TH</sup> AND 26<sup>TH</sup> AVENUES**

**THIS AGREEMENT** ("Agreement") is made as of this \_\_\_day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the **Cape May County Municipal Utilities Authority** (the "CMCMUA" and/or "Authority"), a body corporate and politic duly organized under the laws of the State of New Jersey with principal offices located at 1523 U.S. Route 9 North, Cape May Court House, NJ 08210 and the **City of North Wildwood** (the "City" and/or "North Wildwood"), a municipal corporate body politic, with principal offices located at 901 Atlantic Avenue, North Wildwood, New Jersey 08260 (each a "Party" and collectively, the "Parties").

**RECITALS:**

**WHEREAS**, the CMCMUA was created in 1972 by the Cape May County Board of County Commissioners (formerly named the Board of Chosen Freeholders) to implement a comprehensive regional program for wastewater collection and treatment in Cape May County; and,

**WHEREAS**, the regional program consists of four separate service regions, the Ocean City Region, Seven Mile Beach/Middle Region, Wildwood/Lower Region, and Cape May Region, each with its own system of pumping stations, force mains, and wastewater treatment facilities ("Regional System"); and,

**WHEREAS**, North Wildwood was incorporated as a City by an act of the New Jersey Legislature on or about April 30, 1917 and is a City form of government with the enabling authority to take all necessary action to preserve and enforce the general welfare, order and security of the municipality; and,

**WHEREAS**, the Parties entered into a Wastewater Service Agreement dated June 28, 1979, as amended from time to time, for the collection and treatment of sewage on a regional basis, wherein each Participant owns and maintains a wastewater collection system and delivers sewage to the Regional System for treatment and disposal; and,

**WHEREAS**, the CMCMUA constructed, circa 1985, a twenty-four inch (24") diameter ductile iron pipe (DIP) force main on Delaware Avenue in North Wildwood from 10<sup>th</sup> Avenue to 26<sup>th</sup> Avenue ("Force Main") for the purpose of conveying wastewater from the CMCMUA's 10<sup>th</sup> Avenue Pump Station to the CMCMUA's Wildwood/Lower Region Wastewater Facility; and,

**WHEREAS**, both the City and the CMCMUA agree that to ameliorate pavement settlement onto Delaware Avenue resulting from previously completed Authority projects on the Force Main, the best course of action is to monitor the condition of the pavement and make periodic repairs as required to provide a safe driving surface on Delaware Avenue until a more permanent solution can be implemented; and,

**WHEREAS**, the City retains a miscellaneous service contractor that is equipped and experienced with work related to pavement repairs; and,

**WHEREAS**, the City retains an engineering firm that is knowledgeable and experienced with pavement construction.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and covenants set forth hereinafter, the sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties do hereby agree as follows:

1. Recitals: The foregoing recitals are hereby incorporated by reference and made a part hereof, as if set forth fully herein.
2. The pavement repairs shall consist, generally, of the excavation and removal of the settled pavement, compaction of the existing subgrade, placement of Densely Graded Aggregate (DGA) to fill any voids that have developed, and the installation of new pavement to complete the pavement restoration (as defined by North Wildwood Municipal Code 382-19.9c.(2).a. Pavement repairs shall be done periodically and shall occupy on an area of approximately 100 SF (10'x10') per repair.
3. The total cost of all repairs shall be limited to \$50,000.00.
4. City Responsibilities:
  - (a) Notify the Authority approximately one (1) week prior to doing any repairs and provide a brief explanation of the work to be completed.
  - (b) The City shall be responsible for the design, engineering and construction management of the pavement repairs.
  - (c) The City shall be responsible for procuring the contractor to complete pavement repairs and make all payments owed to the contractor.
  - (d) The City shall be responsible for procuring all federal, state, county and municipal permits and approvals associated with the work, and for coordinating and communicating with all regulatory agencies during construction of the pavement repairs.

- (e) The City shall not charge the CMCMUA for the costs of all Road Opening Permit fees and inspection fees associated with the construction of the pavement repairs.
- (f) The City shall be solely responsible for public safety, and for all traffic and pedestrian control during construction of the pavement repairs.
- (g) The City shall be responsible for restoring all disturbed grounds and structures upon completion of the construction of the pavement repairs.
- (h) The City shall submit the CMCMUA a written invoice for costs incurred to construct the pavement repairs.

5. CMCMUA Responsibilities:

- (a) The CMCMUA shall be responsible for reimbursing the City for the costs incurred for the construction of the pavement repairs. Costs for such work shall be clearly delineated by a written invoice from the City. The CMCMUA will, in turn, reimburse the City for such costs based upon an invoice received by the CMCMUA from the City. The City's invoice to the CMCMUA shall be a direct reimbursement, with no markup, of the City's payment to the contractor. Reimbursement to the City shall be made within one hundred and eighty (180) calendar days of either the CMCMUA's receipt of the invoice from the City, the completion of a pavement repair, or the execution of this Agreement, whichever is later.

6. Notice: All notices required or permitted under this Agreement shall be in writing signed by the Party serving the same and shall be served on the other Party by postage prepaid certified or registered mail, return receipt requested, by a nationally recognized overnight express delivery service that obtains delivery receipts (e.g., FEDEX), or by facsimile transmission with confirmation of receipt and addressed as follows, or to such other address for which a Party provided notice of change of address pursuant hereto:

If to CMCMUA:

Cape May Municipal Utilities Authority  
1523 U.S. Route 9 North  
Cape May Court House, NJ 08210  
Attention: Executive Director

Copy to:

Cape May Municipal Utilities Authority  
1523 U.S. Route 9 North  
Cape May Court House, NJ 08210  
Attention: Office Manager

If to City:

City of North Wildwood  
901 Atlantic Avenue  
North Wildwood, NJ 08260  
Attention: Mayor

Copy to:

City of North Wildwood  
901 Atlantic Avenue  
North Wildwood, NJ 08260  
Attention: City Clerk

Notices shall be effective when received at the address specified above. Changes in the respective addresses or individual to which such notice should be directed may be made from time to time, by any Party, by written notice to the other Parties.

7. Term: The term of this Agreement shall commence on the Effective Date and shall end once the \$50,000.00 payment limit has been exhausted.
8. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which together shall be deemed but one and the same agreement.
9. Effective Date: This Agreement shall be executed and delivered first by the CMCMUA and then by the City after due authorization and approval. The Effective Date shall be the date all parties have executed this Agreement as authorized by proper Resolution or Ordinance, as may be required.
10. Due Authorization: By signing below, each Party represents to the others that it has been authorized by all necessary action, resolution or otherwise to execute and deliver this Agreement, and that the person signing on behalf of each Party has been duly authorized to do so and that by doing so, binds such Party hereto. A copy of the City's and the CMCMUA's authorizing resolutions are attached as Exhibit "A".

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

**By:**

**CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Joseph v. Rizzuto,  
Executive Director

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

**By:**

**CITY OF NORTH WILDWOOD**

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Patrick Rosenello, Mayor

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



# 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 2, 2023

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

**RE: Periodic Pavement Repairs on Delaware Avenue Between 10<sup>th</sup> and 26<sup>th</sup> Avenue  
City of North Wildwood & Cape May County Municipal Utilities Authority**

Dear Mr. Rizzuto:

On behalf of the Cape May County Municipal Utilities Authority ("Authority" and/or "CMCMUA") I have reviewed the Agreement between the Authority and the City of North Wildwood ("City" and/or "North Wildwood") for the periodic pavement repairs on Delaware Avenue between 10<sup>th</sup> and 26<sup>th</sup> Avenue. My review consisted of an analysis of the following:

1. Recitals;
2. Scope of Works;
3. Cost;
4. City Responsibilities;
5. CMCMUA Responsibilities;
6. Notice;
7. Term;
8. Counterparts;
9. Effective Date;
10. Due Authorization.

I have also reviewed the proposed form of Resolution. Based upon a review of the foregoing documents, it is my legal opinion that the Agreement is in the appropriate form and upon execution will be enforceable according to its term. As such, subject to staff concurrence, I recommend that the Commissioners of the Authority authorize the execution of the Agreement as drafted.

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

  
Christopher F. Long, Esq.

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 68-23

### **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SW-EQUIP-20-23 – FURNISH AND DELIVER OEM REPLACEMENT PARTS AND REPAIR SERVICES FOR TWO (2) HOGZILLA INDUSTRIAL TUB GRINDERS TO CW MILL EQUIPMENT CO., INC.**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement of Bids for Contract SW-EQUIP-20-23 – Furnish and Deliver OEM Replacement Parts and Repair Services for Two (2) Hogzilla Industrial Tub Grinders ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

**WHEREAS**, the Authority received one (1) Bid in accordance with the Advertisement of Bids for the Contract and publicly opened said Bid on May 23, 2023; and,

**WHEREAS**, the CMCMUA's Purchasing Agent and Solid Waste Program Manager have reviewed the Bid submitted by the sole Bidder, CW Mill Equipment Co., Inc., and have determined that it is a responsive Bid in accordance with the Advertisement of Bids and Bid Specifications for said Contract and recommends CW Mill Equipment Co. Inc. be awarded said Contract; and,

**WHEREAS**, the CMCMUA's General Legal Counsel has reviewed the Bid submitted by CW Mill Equipment Co., Inc., and has opined, after researching the applicable law, that CW Mill Equipment Co., Inc.'s Bid complied with the Bid Specifications of said Contract; and,

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

**WHEREAS**, the Cape May County Municipal Utilities Authority has therefore determined that CW Mill Equipment Co., Inc., 14 Commerce Drive, Sabetha, KS 66534 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SW-EQUIP-20-23 in the total not-to-exceed amount of \$119,000.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SW-EQUIP-20-23 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 CW Mill Equipment Co., Inc, at the total not-to-exceed amount of \$119,000.00.
3. The term of this Contract is one (1) year from execution of the Agreement by the Authority, with an option to renew for two (2) additional one (1) year periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The CMCMUA's Executive Director, or Deputy Director, is hereby authorized and directed to execute said contract.

**BE IT FURTHER RESOLVED** in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver OEM Replacement Parts and Repair Services for Two (2) Hogzilla Industrial Tub Grinders under Contract SW-EQUIP-20-23 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$119,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **68-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **7<sup>th</sup>** day of **June 2023**.

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

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

**PROJECT INFORMATION**

**Project Name:** Furnish and Deliver OEM Replacement Parts and Repair Services for Two (2) Hogzilla Industrial Tub Grinders

**Purpose and Scope of Contract:** The purpose of this contract is to secure a vendor who will provide on an "as needed" basis, new and unused repair parts and service needed to maintain and operate the Two (2) Hogzilla Tub Grinder used by Solid Waste Program in processing materials through the Class B/C recycling facility.

**PROCUREMENT INFORMATION**

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

**Contract Number:** SW-EQUIP-20-23 **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:** \$150,000.00

**Advertisement Date:** May 4, 2023 **Opening Date:** May 23, 2023

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

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

**CONTRACTOR/VENDOR INFORMATION**

**Contractor/Vendor:** CW Mill Equipment Co., Inc. **Address:** 14 Commerce Drive  
Sabetha, Kansas 66534


**BUDGET INFORMATION**

**Program:**  Wastewater  Solid Waste  Administration

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

**Contract Value, Not-To-Exceed:** \$119,000.00

**Contract Spending Previous Contract Year:** \$53,119.56

  
\_\_\_\_\_  
Kevin W. McGahey, Purchasing Agent Date 06-01-2023

  
\_\_\_\_\_  
John Copturo, Solid Waste Program Manager Date 6/1/2023

  
\_\_\_\_\_  
Robert P. Donato, Chief Financial Officer Date 06/01/23

  
\_\_\_\_\_  
Joseph V. Rizzuto, Executive Director Date 06/01/23

# WADE, LONG, WOOD & LONG, LLC

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

John A. Moustakas †  
0

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

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

June 1, 2023

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

**RE: Furnish and Deliver OEM Replacement Parts and Repair Services for Two (2)  
Hogzilla Industrial Tub Grinders  
SW-EQUIP-20-23**

Dear Mr. Rizzuto:

## I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submission with respect to the Contract for SW-EQUIP-20-23, to Furnish and Deliver OEM Replacement Parts and Repair Services for Two (2) Hogzilla Industrial Tub Grinders 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, May 23, 2023, at 2:00 p.m. as follows:

| <u>VENDOR</u>                  | <u>TOTAL AMOUNT BID</u> |
|--------------------------------|-------------------------|
| 1. CW Mill Equipment Co., Inc. | \$119,000.00            |

## II. FACTUAL ANALYSIS

The Authority intends to secure a vendor to provide, on an "as needed" basis, various replacement parts and repair services for a C.W. Mills Hogzilla Tub Grinder. See Bid Specifications – Section IV(1.0), Technical Specifications, Scope of Work. The specifications make clear that the Contract does not guarantee that a specific number of parts and/or repair services will be ordered or that a specific total dollar amount will automatically be expended, and all parts and/or repair services shall be ordered on an "as needed" basis only. See Bid Specifications – Section IV(5.0), Technical Specifications, Quantity. The specifications required the vendor to submit with the Bid the complete and most current parts catalog for the equipment specified, along

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Executive Director  
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with a dated and most current retail price listing for all parts of the corresponding catalog. See Bid Specifications – Section IV(3.0), Technical Specifications, Submittal.

The apparent low bid for the above referenced contract was submitted by CW Mill Equipment Co., Inc. ("CW Mill"). Upon review of the bid submitted by CW Mill, it was uncovered that minor mathematical errors were made when tabulating their bid proposal. The bid specifications provide that the unit price shall prevail in the event there is a discrepancy between the unit prices and the extended totals, and the computation by the Authority shall prevail in the event there is an error of summation of the extended totals. See Bid Specifications – Section II(H) – General Instructions to Bidders, Discrepancies in Bids. As such, the Authority is utilizing the unit prices listed when evaluating the bid submitted. All other documents were properly submitted by CW Mill from a legal perspective.

Additionally, the bid submitted by CW Mill, while not taking exceptions, did provide notations throughout the proposal. The notations were reviewed by Mr. John Conturo, Solid Waste Program Manager on behalf of the Authority, who, via correspondence dated May 25, 2023, opined that the bid submitted complies with the technical specifications. Mr. Conturo thereafter recommended the award of the contract to CW Mill.

### **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).

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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);
- 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);

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- 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 apparent low bidder for this contract is CW Mill. Upon review of the bid submitted by CW Mill, the bid complies with the specifications from both a legal and technical perspective. To the extent a defect exists in the bid submitted by CW Mill, it is hereby deemed minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale and Spina.

**IV. CW MILL EQUIPMENT CO., INC.'S BID**

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

1. Bidder Specifications;



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Executive Director  
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2. NJELEC Annual Statement;
3. New Jersey Business Registration Certificate;
4. Bidder's Checklist;
5. Statement of Ownership Disclosure;
6. Non-Collusion Affidavit;
7. Bid Proposal Form;
8. Acknowledgment of Receipt of Addenda;
9. CW Mill Correspondence;
10. Replacement Parts List;
11. Notes;
12. Prohibited Russia-Belarus Activities & Iran Investment Activities;
13. IRS Form W-9;
14. Certificate of Employee Information Report;
15. Certificate of Liability Insurance.

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

**V. CONCLUSION**

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for contract SW-EQUIP-20-23 to Furnish and Deliver OEM Replacement Parts and Repair Services for Two (2) Hogzilla Industrial Tub Grinders on behalf of the CMCMUA is CW Mill Equipment Co, Inc. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract to CW Mill Equipment Co., Inc.. subject to staff concurrence and the availability of funds.

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

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



Christopher F. Long, Esquire

cc: Thomas LaRocco, Chief Engineer  
Robert Donato, Chief Financial Officer  
John R. Conturo, Solid Waste Program Manager  
Kevin Whitney, Senior Advisor  
Annie M. McDevitt, Office Manager  
Kevin McGahey, Purchasing Agent

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 69-23

### **RESOLUTION SUPPORTING FEDERAL LEGISLATION “S.1429 – RESOURCE MANAGEMENT PFAS LIABILITY PROTECTION ACT OF 2023” THAT PROTECTS RATEPAYERS AND SOLID WASTE MANAGEMENT FACILITIES**

**WHEREAS**, the Cape May County Municipal Utilities Authority was established in 1972 by the Cape May County Board of County Commissioners to implement a comprehensive regional program for wastewater collection and treatment in Cape May County, New Jersey; and

**WHEREAS**, in 1980, the Cape May County Board of County Commissioners expanded the pollution abatement mission of the Cape May County Municipal Utilities Authority with the designation of implementing agency for the Cape May County Solid Waste Management Plan; and

**WHEREAS**, the Mission of Cape May County Municipal Utilities Authority is “To efficiently implement progressive and fiscally prudent solutions to safeguard the public health and protect Cape May County’s unique natural environment in partnership with an engaged community and staff.”; and

**WHEREAS**, the Cape May County Municipal Utilities Authority is responsible to protect the interests of its ratepayers; and

**WHEREAS**, the Cape May County Municipal Utilities Authority, calls upon New Jersey U.S. Senators, the Hon. Cory A. Booker and the Hon. Robert Menendez, to join the list of sponsors of United States Senate Bill “S.1429 – Resource Management PFAS Liability Protection Act of 2023” introduced by Sen. Cynthia Lummis (Wyoming); and

**WHEREAS**, Per-and Polyfluoroalkyl Substances (PFAS) are a threat to human health and the environment; and

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) announced plans to designate two of the most common PFAS, Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS), as hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), also known as Superfund; and

**WHEREAS**, under a broad definition of CERCLA, those responsible for producing and profiting from the production of PFAS could evade CERCLA liability and the costs arising from a release to the environment of a covered PFAS substance would become the burden of a Solid Waste Management Facility and a facility that processes compost for sale or distribution to the public (Resource Management Facilities); and

**WHEREAS**, Resource Management Facilities are passive receivers of PFAS and do not manufacture, use, or originate PFAS substances; and

**WHEREAS**, CERCLA was enacted to hold polluters of the environment accountable for damage they caused; and

**WHEREAS**, being subject to such a CERCLA designation would ensnare Resource Management Facilities in endless litigation at the expense of their respective taxpayers or ratepayers without underlying culpability; and

**WHEREAS**, EPA assurances that it will rely on its “enforcement discretion policy” to keep Resource Management Facilities from being forced to pay for environmental cleanup under CERCLA is insufficient to ensure permanent protection from CERCLA legal defense costs and cleanup liability for PFAS chemicals; and

**WHEREAS**, the Cape May County Municipal Utilities Authority and its ratepayers are “innocent bystanders” that should not be made to pay to further the legal strategies of those responsible for producing and profiting from the production of PFAS, nor be subject to the regulatory uncertainty associated with EPA’s “enforcement discretion policy”; and

**WHEREAS**, EPA’s proposed CERCLA designation of PFAS could have a potential significant economic impact on the Cape May County Municipal Utilities Authority, its ratepayers and the taxpayers and ratepayers of other Resource Management Facilities throughout the Country.

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Cape May County Municipal Utilities Authority calls on the Hon. Cory A. Booker and the Hon. Robert Menendez to join Sen. Cynthia Lummus in sponsoring the “S.1429 – Resource Management PFAS Liability Protection Act of 2023” because it would explicitly exempt a solid waste management facility (as defined in section 1004 of the Solid Waste Disposal Act (42 U.S.C. §6903) or a facility that processes compost for sale or distribution to the public from CERCLA liability.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 69-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

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

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 70-23

### RESOLUTION AUTHORIZING THE APPROVAL OF THE CHARLES M. NORKIS ADMINISTRATION BUILDING ACCESS AND VISITOR POLICY

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") wishes to establish an access and visitor policy for the CMCMUA's Charles M. Norkis Administration Building ("Building"); and,

**WHEREAS**, the purpose of the "Charles M. Norkis Administration Building Access and Visitor Policy" ("Policy") is to provide a safe, secure, and productive work environment for CMCMUA employees to perform their official duties and responsibilities unimpeded or disturbed by intrusion or disruption, to designate public and non-public spaces within the Building, and to establish expectations regarding members of the public visiting the Building; and,

**WHEREAS**, this Policy applies to all Authority personnel, full-time, part-time, temporary, interns, seasonal and members of the public; and,

**WHEREAS**, the CMCMUA's Executive Director recommends the Policy for approval; and,

**WHEREAS**, the CMCMUA desires to approve the "Charles M. Norkis Administration Building Access and Visitor Policy".

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Charles M. Norkis Administration Building's Public Space and Non-Public Space, as defined and depicted in Diagram 1 and Diagram 2 of the "Charles M. Norkis Administration Building Access and Visitor Policy" on file with Authority's Office Manager on June 7, 2023, is hereby adopted.
3. The policy entitled, "Charles M. Norkis Administration Building Access and Visitor Policy" on file with Authority's Office Manager on June 7, 2023, is hereby approved and adopted.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 70-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 7<sup>th</sup> day of June 2023.

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

# Charles M. Norkis Administration Building Access and Visitor Policy

## 1. Purpose

The purpose of this Policy is to provide a safe, secure, and productive work environment for CMC MUA employees to perform their official duties and responsibilities unimpeded or disturbed by intrusion or disruption, designating public and non-public spaces within the Charles M. Norkis Administration Building ("Building"), and establishing responsibilities and processes for members of the public visiting the Building.

## 2. Scope

This Policy applies to all Authority personnel, full-time, part-time, temporary, interns, seasonal and members of the public.

## 3. Policy Guidelines

### a. Definitions

First Amendment Audit or Audit - activity conducted for the purposes of investigating a government entity, government facility, employee or event, and testing whether or not the government entity allows or violates the member of the public's 'First Amendment rights'. The Audit is typically filmed or otherwise recorded and then shared on the internet.

First Amendment rights - The First Amendment to the U.S. Constitution states that '*Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.*'

Public Space – any area within a government facility that does not require a person to have authorization to enter or access. More specifically, for the CMC MUA's Administration Building, this area is defined as the parking lot, the defined front lobby and reception area, and when applicable, and the Public Meeting Room.

Non-Public Space – any area within a government facility specifically marked with 'No Unauthorized Personnel' signage, whereby members of the public are not permitted unless authorized and accompanied by an employee.

Visitor – A non-CMCMUA employee who has been authorized and accompanied by a CMCMUA employee to enter a 'Non-Public Space'. Reference 'CMCMUA - First Amendment Audit, Guidance Document' for more detailed information.

#### **4. Business Hours**

- a. The Building shall be open to the public at 8:30 a.m. and closed to members of the public at 4:30 p.m. Monday through Friday with the exception of posted Holidays, CMCMUA Board of Commissioners meetings and public events.

#### **5. Signage**

- a. A copy of this Policy shall be placed at the main entrance of the Building to which the public is permitted to access, together with the time the Building is open to the public and the time the Building is closed to the public.
- b. At the entry point of the Building, signage shall be posted informing the entrant that they are being surveilled by security cameras while in the Building.
- c. At the entry point of all 'Non-Public Spaces' a sign shall be posted which shall state '**Stop, Restricted Area, Authorized Personnel Only, violators shall be subject to prosecution pursuant to N.J.S.A. 2C:18-3**'.

#### **6. Conditions Established on Building Access**

- a. The CMCMUA Board of Commissioners shall determine, by resolution, the designation of the Public Space and Non-Public Space.
- b. All persons entering into the Building shall be subject to the following conditions upon entering into the Building:
  - i. All persons are to enter through the Building's front entry door, with the exception of delivery company representatives and contractors. Employees are not to aid in the entry into the Building through any doorway with the exception of the front entry door.
  - ii. All persons shall have access only to areas that are designated a Public Space and shall not proceed past any posted sign as provided for herein and shall not enter before such time that the Building has been opened to the public, or remain therein after the Building has been closed to the public.

- iii. All persons entering into the Building shall comply with the directions of any Authority employee, official, or agent to immediately leave any area that has been designated a Non-Public Space, and to immediately relocate to the nearest Public Space. Such directions, notwithstanding any posted signage, shall constitute notice of violation of the conditions of entry imposed upon persons of the public.
- iv. Members of the public remaining in the Public Space to conduct a First Amendment Audit are not required to sign-in.
- v. All persons on official business with the Authority must sign-in at the front entry door reception desk.
- vi. All persons must remain in the Public Space until the CMCMUA employee with whom they have official business physically meets them, authorizes them as a Visitor, and accompanies them from the Public Space.
- vii. Meetings and prolonged discussions with members of the public shall not take place in the Public Space. If the member(s) of the public is on official business with the Authority, employees shall authorize them as a Visitor and accompany them to an office space, conference room, or other work location.
- viii. Any Visitor in a Non-Public Space must be accompanied by a CMCMUA employee at all times and shall not be allowed to freely roam the Building.
- ix. All Visitors shall be escorted to the Public Space by a CMCMUA employee upon conclusion of the meeting or work, where they shall sign-out prior to exiting the building.
- x. The CMCMUA employee shall wait until the member(s) of the public exits the Building before resuming other job tasks.

## **7. Conditions Established for the Public Space**

### **a. General**

- i. The Building is a 'limited public forum', whereby the CMCMUA has defined Public Space(s), has established restrictions on Non-Public Spaces for authorized personnel only, and has recognized Public Spaces during specific events or situations.

- ii. Exterior areas are generally considered to be Public Space, unless otherwise marked.
  - a) If a member of the public is seen filming outside of the Building and there is concern that they are attempting to film employees and/or Non-Public Spaces (i.e. offices, lunch room), employees should notify their supervisor immediately.
  - b) Employees can pull down their window shades as an added level of privacy.

b. Preparing the Public Space – General

- i. For work areas in a Public Space, secure sensitive information, business documents or mail by keeping them out of public view and recording sightlines.
- ii. Remove any personal items from your desk or from the public view and recording sightlines, including family photos, personal signage, models, etc.
- iii. For CMCMUA vehicles, ensure business information and vehicle information, such as registration and insurance card, is secured from public view.
- iv. Ensure all proper and appropriate signage is in the appropriate location.
- v. First floor hallway doors are in the appropriate position.
- vi. Ensure surveillance is operational.
- vii. Regularly check and confirm that any documents provided for public education in the Public Space are up to date.
  - a) Commonly requested documents and forms should be kept in the Public Space at all times. These may include items such as:
    - Hours of operation by location, rates by waste type, disposal procedures, hazardous waste disposal information, facility locations, OPRA request forms, employment applications and job postings, CMCMUA Bylaws and applicable CMCMUA Policies, specifically including Equal Employment Opportunity Policy, Americans With Disabilities Policy, Policy Against



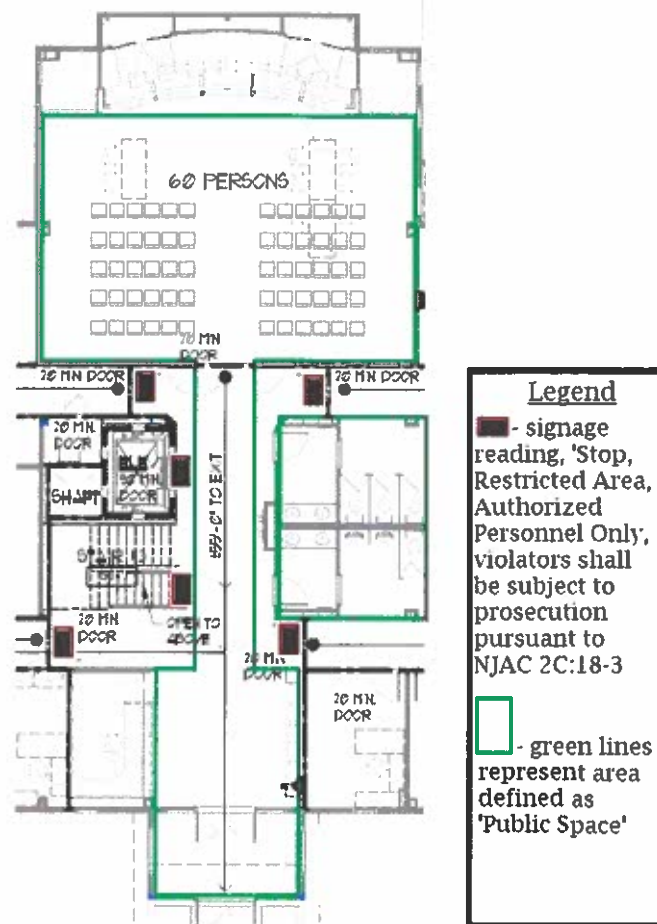
Harassment and Policy Prohibiting Workplace Violence, public budget information, meeting minutes, etc.

- There may also be clearly displayed notices and memos, including posters requesting employees be vigilant at all times, any requirements of training or personal protective equipment, and information on the rights of the public at the facility.
- This document library in the Public Space should be kept up to date and added to, as necessary or suggested by public needs.

c. Preparing the Public Space for CMCMUA Board of Commissioners Meeting Days and Public Event Days

- i. The Public Space should be established fifteen (15) minutes prior to the Public Event.
- ii. Close all four (4) downstairs hallway doors.
- iii. Ensure 'Stop, Restricted Area, Authorized Personnel Only, violators shall be subject to prosecution pursuant to N.J.S.A. 2C:18-3' signs are affixed to the back of each of the four (4) downstairs hallway doors.
- iv. Position the floor standing sign that reads 'Stop, Restricted Area, Authorized Personnel Only, violators shall be subject to prosecution pursuant to N.J.S.A. 2C:18-3' immediately to the left of the staircase leading upstairs. Position the other floor standing sign that reads '**Stop, Restricted Area, Authorized Personnel Only, violators shall be subject to prosecution pursuant to N.J.S.A. 2C:18-3**'. Please reference 'Diagram 1' below
- v. Immediately following the conclusion of the Public Event, the Public Space shall be re-established to reflect Non-Public Event Days.

**Diagram 1 – Public Space and Signage Layout for Public Event Days**

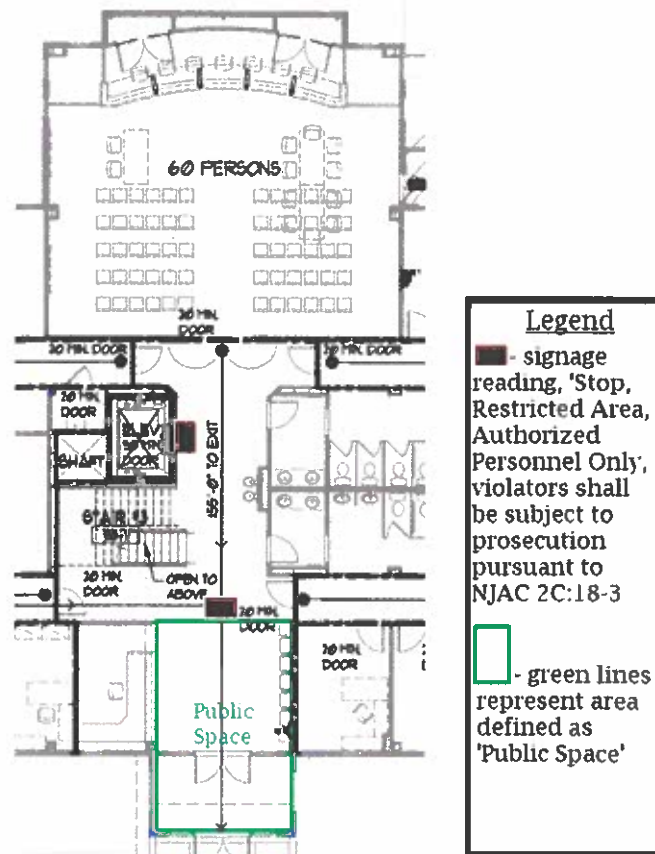


**d. Preparing the Public Space for 'Non-Public' Event Days**

- i. Position the floor standing sign that reads 'Stop, Restricted Area, Authorized Personnel Only, violators shall be subject to prosecution pursuant to N.J.S.A. 2C:18-3' in the middle of the expanse from the extension of the receptionist area wall to the wall opposite the receptionist area ensuring the sign is placed in front of the walkway between the door leading to Human Resources and the door leading to Finance. Please reference 'Diagram 2' below.
- ii. The four (4) downstairs hallway doors may remain in the open position.

- iii. Authorization to member(s) of the public to utilize the restroom may be granted, but the member(s) of the public being granted authorization shall be informed to return to the Public Space at the conclusion of their visit to the restroom.

**Diagram 2 – Public Space and Signage Layout for ‘Non-Public’ Event Days**



- e. Members of the Public in a Non-Public Space
  - i. Employees should report any suspicious, unauthorized and/or unescorted persons to their Department Manager or designee at once.
  - ii. Should a CMCMUA employee feel unsafe, the employee should not hesitate to call the police in an unsafe situation.

# 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. Wadett  
OF COUNSEL  
Leonard J. Wood, Jr. †  
OF COUNSEL

May 30, 2023

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

**RE: First Amendment Audit – Building Access & Visitor Policy  
Cape May County Municipal Utilities Authority.**

Dear Mr. Rizzuto:

I have reviewed the draft First Amendment Audit Building Access and Visitor Policy on behalf of the Cape May County Municipal Utilities Authority ("Authority" and/or "CMCMUA"). The stated purpose of the policy is to provide a safe, secure, and productive work environment for CMCMUA employees to perform their official duties and responsibilities unimpeded or disturbed by intrusion or disruption, designating restricted areas within the Charles M. Norkis Administration Building and establishing responsibilities and processes for members of the public management to the building.

Specifically, I have reviewed and analyzed the following provisions:

1. Access and Visitor Policy:
  - a. Purpose;
  - b. Scope;
  - c. Policy Guidelines;
  - d. Business Hours;
  - e. Signage;
  - f. Conditions Established on Building Access;
  - g. Conditions Established for the Public Space.

Based upon a review of the foregoing documents, it is my opinion that the Policy is in the appropriate form. Accordingly, it is my recommendation a resolution be placed on the agenda formally adopting the Policy.

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

  
Christopher F. Long, Esq.

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 71-23

### RESOLUTION AUTHORIZING RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY AND TEAMSTERS LOCAL 331

**WHEREAS**, Teamsters Local 331 is certified by the Public Employment Relations Commission as the exclusive representative for the purpose of collective negotiations with respect to the salaries, wages, and other terms and conditions of employment for operations, maintenance and craft employees of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"); and,

**WHEREAS**, the Collective Bargaining Agreement ("CBA") between the CMCMUA and Teamsters Local 331 expired on December 31, 2022; and,

**WHEREAS**, on May 23, 2023, the CMCMUA and Teamsters Local 331 reached a tentative agreement on a new three-year CBA; and,

**WHEREAS**, the membership of Teamsters Local 331 voted in favor of said CBA on June 5, 2023; and,

**WHEREAS**, members of the Authority's Management Negotiation Team have prepared a summary of principals agreed upon with Teamsters Local 331 entitled "Memorandum of Agreement between Cape May County Municipal Utilities Authority and Teamsters Local 331" ("MOA"); and,

**WHEREAS**, the Authority's Management Negotiation Team consisting of Mr. Robert Donato, Chief Financial Officer, Ms. Karen Tierney, Director of Employee Relations/Training and Development, and Mr. Kevin J. Whitney, Senior Advisor, along with the Authority's General Counsel, Christopher Long, Esquire, have recommended the aforementioned principles that have been agreed upon with Teamsters Local 331 be formally approved by the Authority for incorporation into a new CBA; and,

**WHEREAS**, the CMCMUA's Executive Director concurs with the Authority's Management Negotiations Team recommendation; and,

**WHEREAS**, said CBA shall be in full force and effect from January 1, 2023 through and including December 31, 2025, without any reopening date.

**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. That an Agreement between the CMCMUA and Teamsters Local 331, consistent with the MOA prepared by the Authority's Management Negotiation Team, from January 1, 2023 through December 31, 2025 is hereby approved.
3. The Authority's Executive Director is hereby authorized to execute said Agreement in a written form to be finalized, reviewed and approved by the Authority's Executive Director and General Counsel prior to execution.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **71-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **7<sup>th</sup>** day of **June 2023**.

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

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 72-23

### **RESOLUTION AUTHORIZING AND DESIGNATING ALL CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY NON-BARGAINING UNIT EMPLOYEES AND AUTHORITY MEMBERS TO BE SUBJECT TO CERTAIN TERMS AND CONDITIONS SET FORTH IN THE AUTHORITY'S COLLECTIVE BARGAINING AGREEMENT AND CONSIDERING ALL SAID EMPLOYEES ALIGNED WITH THE AUTHORITY'S BARGAINING UNIT EMPLOYEES AND ENTITLING SAID EMPLOYEES, AS PERMITTED BY LAW AND/OR CONTRACT, TO THE SAME YEARLY SALARY INCREMENTS AND HEALTH CARE COVERAGE, CONSISTENT WITH AUTHORITY POLICY**

**WHEREAS**, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") desires to treat all employees, both bargaining unit employees affiliated with Teamsters Local 331 (hereinafter "Bargaining Unit Employees") and non-bargaining unit employees, management employees and Authority Members (hereinafter "Non-Bargaining Unit Employees/Members") in a consistent, equitable fashion as a matter of fundamental fairness; and,

**WHEREAS**, the Authority participates in the Local Government Employer Group of the State Health Benefit Program ("SHBP") for the provision of medical and prescription drug benefits offered to all Authority regular, full-time employees regardless of union or non-union affiliation; and,

**WHEREAS**, on October 6, 2021, the Authority adopted Resolution No. 116-21, entitled "Resolution Authorizing the Approval of a Revised CMCMUA Personnel Policies and Procedures Manual" ("Personnel Policies Manual"); and,

**WHEREAS**, the Personnel Policies Manual requires and obligates the CMCMUA to provide the same medical and prescription drug benefits with the same employee premium contributions for all regular, full-time employees, on a consistent basis, regardless of union or non-union affiliation; and,

**WHEREAS**, on June 7, 2023, the Members of the CMCMUA adopted Resolution No. #71-23 entitled "Resolution Authorizing Ratification of a Collective Bargaining Agreement between Cape May County Municipal Utilities Authority and Teamster Local 331" ("Agreement") thereby entering into a negotiated Collective Bargaining Agreement through December 31, 2025; and,

**WHEREAS**, Article 23 – Health Benefits Program of the Agreement stipulates medical coverage, prescription drug coverage, dental coverage, and vision coverage the Authority shall provide all Authority regular, full-time Bargaining Unit Employees, as well as stipulates Bargaining Unit Employee contributions to the premium cost of medical and prescription drug coverage in accordance with the "Percentage of Premium Charts" as attached to the Agreement as Schedule G; and,

**WHEREAS**, the CMCMUA has a long-standing written personnel policy conferring consistent and equal medical and prescription drug coverage to all employees irrespective of union affiliation and have likewise historically, through the adoption of a formal resolution, consistently extended incremental salary benefits provided to Bargaining Unit Employees to all Non-Bargaining Unit Employees/Members, unless otherwise provided by law and/or previously contracted therefore, and established a clear and concise, legally binding past practice; and,

**WHEREAS**, the CMCMUA desires to confer, and believes that its past practice and actions have inferred, a contractual relationship between the Authority and Non-Bargaining Unit Employees/Members which mandates equal and consistent treatment as it relates to salary increments and medical and prescription drug coverage; and,

**WHEREAS**, General Counsel has rendered an opinion, based upon such past written and inferred practices by the Authority, that all Non-Bargaining Unit Employees/Members, unless otherwise previously contracted therefore, are considered aligned with the employees covered by the Collective Bargaining Agreement authorized on June 7, 2023, which shall expire on December 31, 2025; and,

**WHEREAS**, through the adoption of this Resolution the Authority extend all privileges and benefits to Non-Bargaining Unit Employees/Member as enjoyed by Bargaining Unit Employees, as it relates to salary increments and medical and prescription drug coverage only, unless otherwise provided by law or previously contracted therefore; and,

**WHEREAS**, the CMCMUA hereby designates such Non-Bargaining Unit Employees/Members as aligned with the Bargaining Unit Employees, but only insofar as it extends salary increment and medical and prescription drug coverage in a consistent manner, unless otherwise provided by law or previously contracted therefore; and,

**WHEREAS**, nothing herein shall extend any other rights or benefits to Non-Bargaining Unit Employees/Members except the salary increments and medical and prescription drug coverage entitlements expressly stated within this Resolution, unless otherwise provided by law or previously contracted therefore.

**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. All Non-Bargaining Unit Employees/Members shall be considered aligned with Bargaining Unit Employees for the purpose of consistent and equal treatment in salary increments and medical and prescription drug coverage.
3. No other benefits, rights or privileges, except those expressly set forth herein, are intended to be conferred.
4. If any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged by the Courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged, and the remainder of this Resolution shall be deemed valid and effective.



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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **72-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **7<sup>th</sup>** day of **June 2023**.

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

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

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

Paid Date Range: 05/18/23 to 06/07/23  
 Include Non-Budgeted: Y  
 Prior Year Only: N

| PO #     | PO Date  | Vendor   | PO Description                 | Status | Amount     | Void Amount | PO Type |
|----------|----------|--|--------------------------------|--------|------------|-------------|---------|
| M2300083 | 01/06/23 | ENGIN015 SCS ENGINEERS,PC<br>Contract No: C2200053               | TITLE V PERMIT TUB GRINDER     | Open   | 3,575.50   | 0.00        | C       |
| M2300111 | 01/11/23 | CASAP005 CASA PAYROLL SERVICE                                    | Payroll Services Contract 1 Yr | Open   | 617.00     | 0.00        |         |
| M2300130 | 01/12/23 | ENGIN015 SCS ENGINEERS,PC<br>Contract No: C2200053               | TITLE V PERMIT ENVIR. JUSTICE  | Open   | 567.00     | 0.00        | C       |
| M2300136 | 01/13/23 | ATLAN205 ATLANTICARE PHYSICIAN GROUP                             | DOT CDL ReCertification Exams  | Open   | 700.00     | 0.00        |         |
| M2300172 | 01/19/23 | HAWKI005 HAWKINS DELAFIELD & WOOD LLP<br>Contract No: C2300005   | RNG FEASIBILITY                | Open   | 18,018.00  | 0.00        | C       |
| M2300183 | 01/19/23 | UNITE050 UNITED ELECTRIC<br>Contract No: C2200056                | EFFLUENT PUMP VFD'S            | Open   | 20,511.00  | 0.00        | C       |
| M2300195 | 01/20/23 | BUCHA005 BUCHART HORN, INC.<br>Contract No: C2200005             | RFP-53-21 TASK #6 2023 WORK    | Open   | 195.00     | 0.00        | C       |
| M2300254 | 01/27/23 | SCALF005 SCALFO ELECTRIC   | SM-04-21 SCADA Construction    | Open   | 15,369.61  | 0.00        |         |
| M2300256 | 01/27/23 | PCMG005 PCMG, INC.   | SCADA Design Contract          | Open   | 106,410.08 | 0.00        |         |
| M2300279 | 01/27/23 | UNITE050 UNITED ELECTRIC<br>Contract No: C2200056                | 25HP VFD                       | Open   | 9,668.12   | 0.00        | C       |
| M2300281 | 01/27/23 | UNITE050 UNITED ELECTRIC<br>Contract No: C2200056                | PUMP STATION VFD'S             | Open   | 42,528.72  | 0.00        | C       |
| M2300288 | 01/28/23 | MOTTM005 MOTT MACDONALD GROUP, LLC                               | RFP-33-21 SHARED CONVEYANCE    | Open   | 18,292.84  | 0.00        |         |
| M2300291 | 01/30/23 | JAMME005 JAMMER DOORS  | RFP BUILDING SCUM BAY DOOR     | Open   | 8,600.00   | 0.00        |         |
| M2300314 | 01/31/23 | SCHUL005 A. C. SCHULTES  | 75HP BLOWER MOTOR              | Open   | 7,275.00   | 0.00        |         |
| M2300337 | 02/01/23 | MARSH015 MARSH & MCLENNAN AGENCY, LLC                            | RISK MNGT CONSULTING SERVICES  | Open   | 7,000.00   | 0.00        |         |
| M2300413 | 02/03/23 | BUCHA005 BUCHART HORN, INC.<br>Contract No: C2200005             | CONTROL PANEL UPGRADES         | Open   | 100.00     | 0.00        | C       |
| M2300416 | 02/03/23 | BUCHA005 BUCHART HORN, INC.<br>Contract No: C2200005             | RFP-53-21-Task #5              | Open   | 5,428.00   | 0.00        | C       |
| M2300420 | 02/03/23 | ACOMM005 A+ COMMERCIAL OFFICE CLEANERS                           | ADMIN BLDG. JANITORIAL SERVICE | Open   | 3,075.00   | 0.00        |         |
| M2300455 | 02/07/23 | EUROF005 EUROFINS ENV TESTING PHILA LLC<br>Contract No: C2300006 | 2023 NJDES SAMPLING & TESTING  | Open   | 11,071.08  | 0.00        | C       |
| M2300457 | 02/07/23 | UNIFI005 UNIFIRST CORPORATION                                    | UNIFORM SERVICE FOR LANDFILL   | Open   | 721.40     | 0.00        |         |
| M2300458 | 02/07/23 | UNIFI005 UNIFIRST CORPORATION                                    | UNIFORM SERVICE FOR TS         | Open   | 285.43     | 0.00        |         |
| M2300459 | 02/07/23 | TOILE005 CAPRIONI PORTABLE TOILETS                               | PORTABLE TOILETS               | Open   | 260.00     | 0.00        |         |
| M2300460 | 02/07/23 | SPRIN010 CRYSTAL SPRINGS   | DRINKING WATER                 | Open   | 351.42     | 0.00        |         |
| M2300485 | 02/09/23 | UNIFI005 UNIFIRST CORPORATION                                    | ANNUAL UNIFORM SERVICE         | Open   | 849.68     | 0.00        |         |
| M2300486 | 02/09/23 | UNIFI005 UNIFIRST CORPORATION                                    | UNIFORM SERVICE                | Open   | 415.08     | 0.00        |         |
| M2300487 | 02/09/23 | UNIFI005 UNIFIRST CORPORATION                                    | UNIFORM SERVICE                | Open   | 641.05     | 0.00        |         |
| M2300488 | 02/09/23 | UNIFI005 UNIFIRST CORPORATION                                    | ANNUAL UNIFORM SERVICE         | Open   | 738.06     | 0.00        |         |
| M2300490 | 02/09/23 | FOLEY005 FOLEY, INC.   | 12 month rental of Water Truck | Open   | 2,811.00   | 0.00        |         |
| M2300516 | 02/10/23 | BUCHA005 BUCHART HORN, INC.<br>Contract No: C2300011             | CONTROL PANEL UPGRADES         | Open   | 31,856.50  | 0.00        | C       |
| M2300529 | 02/13/23 | SANIT015 SANITAS TECHNOLOGIES                                    | SANITAS LICENSE RENEWAL        | Open   | 395.00     | 0.00        |         |
| M2300532 | 02/13/23 | UNIFI005 UNIFIRST CORPORATION                                    | UNIFORM SERVICE                | Open   | 389.56     | 0.00        |         |
| M2300547 | 02/15/23 | SPRIN010 CRYSTAL SPRINGS   | BOTTLE WATER SUPPLY ADMIN 2023 | Open   | 63.99      | 0.00        |         |
| M2300592 | 02/21/23 | MOTTM005 MOTT MACDONALD GROUP, LLC                               | RFP-06-20 ODOR CONTROL DESIGN  | Open   | 6,619.96   | 0.00        |         |
| M2300603 | 02/22/23 | SPRIN010 CRYSTAL SPRINGS   | DISTILLED WATER FOR LAB        | Open   | 73.50      | 0.00        |         |
| M2300619 | 02/23/23 | PUMPI005 PUMPING SERVICES, INC.                                  | GRINDERS; 10TH, SPICER, RSMARY | Open   | 250,408.64 | 0.00        |         |
| M2300668 | 03/01/23 | SCALF005 SCALFO ELECTRIC<br>Contract No: C2300002                | PULL MCC2 FEEDER               | Open   | 19,686.74  | 0.00        | C       |

| PO #     | PO Date  | Vendor  | PO Description                 | Status | Amount    | Void Amount | PO Type |
|----------|----------|---|--------------------------------|--------|-----------|-------------|---------|
| M2300680 | 03/02/23 | FERGU020 FERGUSON ENTERPRISES, LLC<br>Contract No: C2300017     | GAS WELL SUPPLIES              | Open   | 3,436.00  | 0.00        | C       |
| M2300691 | 03/03/23 | WBMA005 W.B. MASON CO. INC.                                     | OFFICE SUPPLIES                | Open   | 433.68    | 0.00        |         |
| M2300694 | 03/03/23 | CASAR005 CASA REPORTING SERVICES, LLC                           | AFFORDABLE CARE ACT (ACA)      | Open   | 260.80    | 0.00        |         |
| M2300719 | 03/06/23 | CTR00005 JERSEY CAPE DIAG. TRAIN. CTR.<br>Contract No: C2200027 | LITTER CONTROL SERVICES        | Open   | 2,677.50  | 0.00        | C       |
| M2300731 | 03/07/23 | ONECA010 ONE CALL CONCEPTS, INC.                                | NJ ONE CALL-MARK OUTS 2023     | Open   | 408.98    | 0.00        |         |
| M2300734 | 03/07/23 | WBMA005 W.B. MASON CO. INC.                                     | OFFICE SUPPLIES                | Open   | 63.00     | 0.00        |         |
| M2300795 | 03/13/23 | JAXLL005 JAX LLC  | TEE SHIRT ORDER                | Open   | 1,242.20  | 0.00        |         |
| M2300815 | 03/14/23 | HERCR005 HERC RENTALS, INC.                                     | CONCRETE GRINDER SMM MIP ROOM  | Open   | 578.00    | 0.00        |         |
| M2300817 | 03/14/23 | ENVIR080 ENVIREP, INC.  | AIR RELEASE VALVES             | Open   | 2,785.00  | 0.00        |         |
| M2300827 | 03/15/23 | LONGO010 LONGO ELECTRICAL-MECHANICAL                            | REBUILD VERTICAL TURBINE BOWL  | Open   | 5,737.00  | 0.00        |         |
| M2300837 | 03/16/23 | SWANA010 SWANA, NEW JERSEY CHAPTER                              | NJSWANA Conference Attendance  | Open   | 400.00    | 0.00        |         |
| M2300848 | 03/16/23 | GRAIN005 GRAINGER INC.  | SCADA BUBBLER PROJECT          | Open   | 2,361.86  | 0.00        |         |
| M2300859 | 03/20/23 | GRAIN005 GRAINGER INC.  | CONFERENCE ROOM CHAIRS         | Open   | 1,217.00  | 0.00        |         |
| M2300925 | 03/30/23 | WBMA005 W.B. MASON CO. INC.                                     | OFFICE SUPPLIES                | Open   | 183.03    | 0.00        |         |
| M2300933 | 03/31/23 | HORIZ010 HORIZON EYE CARE                                       | SAFETY GLASSES - KEVIN BARSTOW | Open   | 239.00    | 0.00        |         |
| M2300937 | 03/31/23 | GRAIN005 GRAINGER INC.  | EFFLUENT BYPASS                | Open   | 213.32    | 0.00        |         |
| M2300976 | 04/05/23 | HILTI005 HILTI, INC.  | REPLACEMENT CORD HILTI TE 2000 | Open   | 66.28     | 0.00        |         |
| M2300981 | 04/05/23 | SHERW005 SHERWIN-WILLIAMS CO.                                   | COLD TAR FOR O.C RBC'S         | Open   | 1,020.38  | 0.00        |         |
| M2300991 | 04/06/23 | UNIVA005 UNIVAR SOLUTIONS USA, INC.                             | SUPERFLOC A-1883RS SEC POLY    | Open   | 3,943.20  | 0.00        |         |
| M2301022 | 04/12/23 | SHIIN005 SHI INTERNATIONAL CORP.                                | YUBIKEYS FOR SUPPLY/NEW HIRES  | Open   | 1,619.10  | 0.00        |         |
| M2301041 | 04/13/23 | KELTE005 KELTEX APPAREL   | WASTEWATER OPER. T SHIRTS      | Open   | 2,290.30  | 0.00        |         |
| M2301060 | 04/14/23 | GRAIN005 GRAINGER INC.  | EYEWASH FOR PUMP STATIONS      | Open   | 268.56    | 0.00        |         |
| M2301073 | 04/18/23 | FERGU020 FERGUSON ENTERPRISES, LLC<br>Contract No: C2300017     | GAS WELL PIPING SUPPLIES       | Open   | 4,422.88  | 0.00        | C       |
| M2301078 | 04/18/23 | APPLI015 APPLIED INDUSTRIAL TECH.                               | MISC GAS PLANT SUPPLIES        | Open   | 927.36    | 0.00        |         |
| M2301091 | 04/19/23 | FERGU020 FERGUSON ENTERPRISES, LLC<br>Contract No: C2300017     | GAS WELL PIPING SUPPLIES       | Open   | 8,432.24  | 0.00        | C       |
| M2301092 | 04/19/23 | PARNE005 PARNEL BIOGAS INC                                      | ENCLOSED FLARE FLAME ARRESTER  | Open   | 1,575.00  | 0.00        |         |
| M2301095 | 04/19/23 | CDWGO005 CDW GOVERNMENT INC.                                    | BATTERIES FOR PROJECTOR REMOTE | Open   | 7.64      | 0.00        |         |
| M2301102 | 04/20/23 | GRAIN005 GRAINGER INC.  | SHOP SUPPLIES                  | Open   | 1,559.30  | 0.00        |         |
| M2301108 | 04/21/23 | WBMA005 W.B. MASON CO. INC.                                     | MISC JANITORIAL SUPPLIES       | Open   | 163.64    | 0.00        |         |
| M2301120 | 04/21/23 | FASTE010 FASTENAL & CON. SUPPLIES                               | MANUAL DIE HEAD                | Open   | 253.75    | 0.00        |         |
| M2301124 | 04/24/23 | NICHE005 NICHEM   | SCRUBBER REPLACEMENT 32ND ST   | Open   | 11,700.00 | 0.00        |         |
| M2301131 | 04/24/23 | MARK1005 MARK 1 INDUSTRIES                                      | 10"DOUBLE PIPE FLANGE WELDMENT | Open   | 635.00    | 0.00        |         |
| M2301136 | 04/24/23 | NEWSP010 HERALD NEWSPAPERS                                      | HHW Day Ad                     | Open   | 600.00    | 0.00        |         |
| M2301148 | 04/25/23 | LOWES005 LOWE'S COMMERCIAL SERVICES                             | TS FACILITY MAINT.             | Open   | 480.35    | 0.00        |         |
| M2301149 | 04/25/23 | GRAIN005 GRAINGER INC.  | MISC GAS PLANT SUPPLIES        | Open   | 562.80    | 0.00        |         |
| M2301151 | 04/25/23 | GRAIN005 GRAINGER INC.  | TS FACILITY MAINT.             | Open   | 775.12    | 0.00        |         |
| M2301155 | 04/26/23 | WBMA005 W.B. MASON CO. INC.                                     | COPY PAPER                     | Open   | 113.28    | 0.00        |         |
| M2301161 | 04/26/23 | GRAIN005 GRAINGER INC.  | SUMP PUMP, GAUGES, TOOLS       | Open   | 1,742.31  | 0.00        |         |
| M2301162 | 04/26/23 | ANALY025 HIGHMARK ANALYTICS                                     | ANNUAL TESTO 350 CALIBRATION   | Open   | 2,386.25  | 0.00        |         |
| M2301167 | 04/27/23 | WBMA005 W.B. MASON CO. INC.                                     | OFFICE SUPPLIES                | Open   | 451.34    | 0.00        |         |
| M2301172 | 04/27/23 | DELLM005 DELL MARKETING LLC                                     | SERVER SUPPORT                 | Open   | 1,434.27  | 0.00        |         |
| M2301178 | 04/27/23 | GRAIN005 GRAINGER INC.  | ELECTRICAL JUNCTION BOXES      | Open   | 271.02    | 0.00        |         |
| M2301179 | 04/27/23 | DISCO005 DISCOUNT HYDRAULICS                                    | BUCKET TRUCK HYDRAULIC REPAIR  | Open   | 9,913.52  | 0.00        |         |
| M2301185 | 04/28/23 | JAXLL005 JAX LLC  | TS EMPLOYEE UNIFORMS T-SHIRTS  | Open   | 595.20    | 0.00        |         |
| M2301187 | 04/28/23 | GRAIN005 GRAINGER INC.  | HOSES AND NOZZLES              | Open   | 882.25    | 0.00        |         |
| M2301189 | 04/28/23 | NAPA0005 SEAVILLE NAPA  | SHOP SUPPLIES                  | Open   | 788.87    | 0.00        |         |
| M2301191 | 04/28/23 | MULTI015 MULTI-TEMP MECHANICAL, INC.<br>Contract No: C2300003   | SLUDGE PROCESSING BOILER       | Open   | 574.00    | 0.00        | C       |
| M2301192 | 05/01/23 | GRAYB005 GRAYBAR ELECTRIC CO.                                   | CLARIFIER FEED WIRE            | Open   | 82,663.20 | 0.00        |         |
| M2301194 | 05/01/23 | APPLI015 APPLIED INDUSTRIAL TECH.                               | INFLUENT SAMPLER PUMPS         | Open   | 479.45    | 0.00        |         |

| PO #     | PO Date  | Vendor   | PO Description  | Status | Amount   | Void Amount | PO Type |
|----------|----------|----------|---|--------|----------|-------------|---------|
| M2301201 | 05/02/23 | TIMET005 | TIMETRAK SYSTEMS, INC. TIMECLOCK UPGRADES                     | Open   | 8,127.00 | 0.00        |         |
| M2301202 | 05/02/23 | PARAM005 | PARAMOUNT SANITARY CHEMICAL CO JANITORIAL SUPPLIES            | Open   | 277.52   | 0.00        |         |
| M2301204 | 05/02/23 | DELLM005 | DELL MARKETING LLC MONITORS                                   | Open   | 446.37   | 0.00        |         |
| M2301207 | 05/02/23 | FASTE010 | FASTENAL & CON. SUPPLIES TOOLS FOR GARRET VEHICLE             | Open   | 494.58   | 0.00        |         |
| M2301208 | 05/02/23 | CDWGO005 | CDW GOVERNMENT INC. FIBER OPTIC PATCH CABLES                  | Open   | 194.30   | 0.00        |         |
| M2301209 | 05/02/23 | GETRA005 | G & E TRAILER SALES LLC REPLACEMENT PINTLE LOCK 2"HITC        | Open   | 158.67   | 0.00        |         |
| M2301210 | 05/02/23 | GRAIN005 | GRAINGER INC. MOVE CL2 PROBES                                 | Open   | 1,197.66 | 0.00        |         |
| M2301213 | 05/02/23 | PEMBE005 | PEMBERTON ELEC. SUPPLY CO. LLC SM BACKFLOW BUILDING           | Open   | 7,023.71 | 0.00        |         |
| M2301214 | 05/02/23 | SERVI005 | SERVICE TIRE TRUCK CENTERS 10, 11R24.5 STEER TIRES            | Open   | 3,991.80 | 0.00        |         |
| M2301217 | 05/02/23 | CARBO015 | CARBON INDUSTRIAL SERVICES LLC tire recycling                 | Open   | 5,005.40 | 0.00        | C       |
|          |          |          | Contract No: C2300019   |        |          |             |         |
| M2301218 | 05/02/23 | FASTE010 | FASTENAL & CON. SUPPLIES HARDWARE FOR O.C RBC AIR HEAD.       | Open   | 603.14   | 0.00        |         |
| M2301220 | 05/02/23 | CODYS005 | CODY'S POWER EQUIPMENT SCAG MOWER PARTS                       | Open   | 259.97   | 0.00        |         |
| M2301221 | 05/05/23 | KUEHN005 | KUEHNE CHEMICAL CO. INC. SODIUM HYPOCHLORITE 5/9/23           | Open   | 9,133.03 | 0.00        | C       |
|          |          |          | Contract No: C2300015   |        |          |             |         |
| M2301223 | 05/05/23 | APPLI015 | APPLIED INDUSTRIAL TECH. GRINDER INSTALL MATERIAL             | Open   | 8,411.75 | 0.00        |         |
| M2301224 | 05/05/23 | HOOVE005 | HOOVER TRUCK CENTER T-39 WHEEL HUB                            | Open   | 192.10   | 0.00        |         |
| M2301226 | 05/05/23 | HOFFM010 | HOFFMAN EQUIPMENT CO. EXHAUST PRESSURE SENSOR L-27            | Open   | 234.29   | 0.00        |         |
| M2301227 | 05/05/23 | FERGU020 | FERGUSON ENTERPRISES, LLC 4"PVC BUTTERFLY VALVES              | Open   | 2,584.02 | 0.00        |         |
| M2301231 | 05/08/23 | KUEHN005 | KUEHNE CHEMICAL CO. INC. SODIUM HYPOCHLORITE - WW             | Open   | 9,167.34 | 0.00        | C       |
|          |          |          | Contract No: C2300015   |        |          |             |         |
| M2301241 | 05/09/23 | KUEHN005 | KUEHNE CHEMICAL CO. INC. SODIUM HYPOCHLORITE - OC             | Open   | 9,345.10 | 0.00        | C       |
|          |          |          | Contract No: C2300015   |        |          |             |         |
| M2301242 | 05/09/23 | FASTE010 | FASTENAL & CON. SUPPLIES REPLACEMENT SAW BLADES SMM MIP       | Open   | 1,028.98 | 0.00        |         |
| M2301243 | 05/09/23 | GRAIN005 | GRAINGER INC. SHOP TOOLS                                      | Open   | 660.02   | 0.00        |         |
| M2301253 | 05/09/23 | PEDRO005 | PEDRONI FUEL CO. UNLEADED GASOLINE                            | Open   | 1,026.49 | 0.00        |         |
| M2301254 | 05/09/23 | NAPA0005 | SEAVILLE NAPA TS MAINT. SUPPLIES                              | Open   | 202.09   | 0.00        |         |
| M2301255 | 05/09/23 | GRAIN005 | GRAINGER INC. MAINTENANCE SUPPLIES                            | Open   | 179.22   | 0.00        |         |
| M2301256 | 05/09/23 | JOSEP005 | JOSEPH GARTLAND, INC. TS MAINT. SUPPLIES                      | Open   | 239.85   | 0.00        |         |
| M2301257 | 05/09/23 | LAWSO005 | LAWSON PRODUCTS, INC. SHOP SUPPLIES & HARDWARE                | Open   | 879.12   | 0.00        |         |
| M2301258 | 05/09/23 | FASTE010 | FASTENAL & CON. SUPPLIES SAFETY                               | Open   | 354.46   | 0.00        |         |
| M2301259 | 05/10/23 | CDWGO005 | CDW GOVERNMENT INC. BATTERY BACKUP UNITS                      | Open   | 361.95   | 0.00        |         |
| M2301260 | 05/10/23 | KUEHN005 | KUEHNE CHEMICAL CO. INC. SODIUM HYPOCHLORITE - CAPE MAY       | Open   | 9,177.93 | 0.00        | C       |
|          |          |          | Contract No: C2300015   |        |          |             |         |
| M2301263 | 05/10/23 | KEENC005 | KEEN COMPRESSED GAS CO. GAS CYLINDERS & TANK RENTALS          | Open   | 79.20    | 0.00        |         |
| M2301264 | 05/10/23 | MCMAS005 | MCMAS-MASTER-CARR SUPPLY CO. MISC GAS PLANT SUPPLIES          | Open   | 575.97   | 0.00        |         |
| M2301265 | 05/10/23 | FORES005 | FORESTRY SUPPLIERS, INC. MISC SITE SUPPLIES                   | Open   | 306.46   | 0.00        |         |
| M2301266 | 05/10/23 | YPERS005 | Y-PERS, INC. MISC GEJ PLANT SUPPLIES                          | Open   | 119.00   | 0.00        |         |
| M2301267 | 05/10/23 | COVAN005 | COVANTA ENV. SOLUTIONS, LLC electronics recycling TS          | Open   | 868.80   | 0.00        | C       |
|          |          |          | Contract No: C2300020   |        |          |             |         |
| M2301271 | 05/11/23 | FAMIL005 | FAMILY AUTO GLASS BUCKET TRUCK WINDSHIELD                     | Open   | 400.00   | 0.00        |         |
| M2301274 | 05/11/23 | LOWES005 | LOWE'S COMMERCIAL SERVICES PC MAINTENANCE                     | Open   | 132.29   | 0.00        |         |
| M2301275 | 05/11/23 | LOWES005 | LOWE'S COMMERCIAL SERVICES O.C. RBC OVERHAUL                  | Open   | 29.42    | 0.00        |         |
| M2301276 | 05/11/23 | NAPA0005 | SEAVILLE NAPA SLUDGE TRUCK PARTS                              | Open   | 47.00    | 0.00        |         |
| M2301277 | 05/11/23 | SHERW005 | SHERWIN-WILLIAMS CO. PAINTING SUPPLIES                        | Open   | 44.61    | 0.00        |         |
| M2301278 | 05/11/23 | NAPA0005 | SEAVILLE NAPA MISC SITE SUPPLIES                              | Open   | 49.76    | 0.00        |         |
| M2301279 | 05/11/23 | PARAM005 | PARAMOUNT SANITARY CHEMICAL CO OFFICE SUPPLIES-PAPER PRODUCTS | Open   | 269.56   | 0.00        |         |
| M2301280 | 05/11/23 | WBMAS005 | W.B. MASON CO. INC. OFFICE SUPPLIES                           | Open   | 29.60    | 0.00        |         |
| M2301282 | 05/11/23 | JESCO005 | JESCO, INC. D-09 A/C PARTS                                    | Open   | 667.75   | 0.00        | C       |
|          |          |          | Contract No: C2200021   |        |          |             |         |
| M2301283 | 05/11/23 | GRAIN005 | GRAINGER INC. VARIOUS REPLACEMENT PARTS                       | Open   | 1,744.31 | 0.00        |         |
| M2301286 | 05/12/23 | GMISN005 | GMIS USERS GROUP GMIS INTERNATIONAL MEMBERSHIP                | Open   | 200.00   | 0.00        |         |
| M2301289 | 05/12/23 | HOOVE005 | HOOVER TRUCK CENTER TRACTOR A/C PARTS                         | Open   | 392.25   | 0.00        |         |
| M2301291 | 05/12/23 | FOLEY005 | FOLEY, INC. Foley Repair on 836K Compact.                     | Open   | 2,088.00 | 0.00        |         |

| PO #     | PO Date  | Vendor   | PO Description                 | Status | Amount    | Void Amount | PO Type |
|----------|----------|--|--------------------------------|--------|-----------|-------------|---------|
| M2301294 | 05/12/23 | JESCO005 JESCO, INC.   | TOWING FOR JD LOADER           | Open   | 1,500.00  | 0.00        |         |
| M2301295 | 05/12/23 | SAFEG005 SAFEGUARD BUSINESS SYSTEMS                              | DEPOSIT SLIPS FOR SOLID WASTE  | Open   | 225.50    | 0.00        |         |
| M2301296 | 05/12/23 | CHEVR025 GENTILINI CHEVROLET                                     | P-31 DRIVER DOOR HANDLE PARTS  | Open   | 214.74    | 0.00        |         |
| M2301297 | 05/12/23 | GENTI005 GENTILINI FORD, INC.                                    | PARTS FOR TK-14 & AS-2 VAN     | Open   | 482.74    | 0.00        |         |
| M2301300 | 05/15/23 | GENTI005 GENTILINI FORD, INC.                                    | BUCKET TRUCK RADIATOR HOSES    | Open   | 194.87    | 0.00        |         |
| M2301304 | 05/15/23 | NAPA0005 SEAVILLE NAPA   | WIPER FOR CASE                 | Open   | 17.74     | 0.00        |         |
| M2301308 | 05/15/23 | KUEHN005 KUEHNE CHEMICAL CO. INC.<br>Contract No: C2300015       | SODIUM HYPOCHLORITE 5/9/23     | Open   | 9,125.55  | 0.00        | C       |
| M2301309 | 05/15/23 | PEDRO005 PEDRONI FUEL CO.  | NO LEAD GAS LANDFILL           | Open   | 1,296.44  | 0.00        |         |
| M2301310 | 05/15/23 | INSTI020 INSTITUTE FOR PROFESSIONAL DEV                          | SEMINAR REGISTRATIION          | Open   | 50.00     | 0.00        |         |
| M2301311 | 05/15/23 | CLEAR015 CLEAR TECHNOLOGIES, LLC                                 | MESH FOR AXTRAP FILTER MEDIA   | Open   | 1,100.00  | 0.00        |         |
| M2301312 | 05/16/23 | PEDRO005 PEDRONI FUEL CO.  | UNLEADED GAS INV #584456 4/28  | Open   | 2,419.47  | 0.00        |         |
| M2301314 | 05/16/23 | EUROF005 EUROFINS ENV TESTING PHILA LLC<br>Contract No: C2200022 | LAB TESTING                    | Open   | 855.00    | 0.00        | C       |
| M2301315 | 05/16/23 | PARAM005 PARAMOUNT SANITARY CHEMICAL CO                          | PAPER TOWELS, TISSUES          | Open   | 376.55    | 0.00        |         |
| M2301317 | 05/16/23 | SNAP0005 SNAP-ON INDUSTRIAL                                      | TORQUE WRENCH                  | Open   | 459.34    | 0.00        |         |
| M2301318 | 05/16/23 | LAWNG010 LAWN & GARDEN LANDSCAPING, LLC                          | LANDSCAPING SERVICES FOR ADMIN | Open   | 2,068.00  | 0.00        |         |
| M2301322 | 05/16/23 | PEDRO005 PEDRONI FUEL CO.  | UNLEADED GASOLINE              | Open   | 669.68    | 0.00        |         |
| M2301327 | 05/17/23 | ADVAN040 STAPLES ADVANTAGE                                       | MISC OFFICE SUPPLIES           | Open   | 127.87    | 0.00        |         |
| M2301329 | 05/17/23 | VILLA015 VILLAS NAPA AUTO PARTS                                  | REPAIR PARTS                   | Open   | 24.92     | 0.00        |         |
| M2301330 | 05/17/23 | NAPA0005 SEAVILLE NAPA   | BELTS FOR COMPRESSORS          | Open   | 18.92     | 0.00        |         |
| M2301332 | 05/17/23 | SHERW005 SHERWIN-WILLIAMS CO.                                    | PLANT MAINTENANCE              | Open   | 40.74     | 0.00        |         |
| M2301333 | 05/17/23 | GARDN005 GARDNER TRUE VALUE                                      | MISC GEJ PLANT SUPPLIES        | Open   | 42.96     | 0.00        |         |
| M2301334 | 05/17/23 | LOWES005 LOWE'S COMMERCIAL SERVICES                              | MISC GEJ PLANT SUPPLIES        | Open   | 47.42     | 0.00        |         |
| M2301335 | 05/17/23 | GRAIN005 GRAINGER INC.   | CHAIN HOIST                    | Open   | 644.53    | 0.00        |         |
| M2301336 | 05/17/23 | JBOLT005 J-BOLTS INDUSTRIAL SUPPLIES                             | MISC GEJ SUPPLIES              | Open   | 443.51    | 0.00        |         |
| M2301341 | 05/18/23 | BRITT005 BRITTON INDUSTRIES                                      | WOODCHIP COLORANT              | Open   | 14,490.00 | 0.00        |         |
| M2301342 | 05/18/23 | WBMA005 W.B. MASON CO. INC.                                      | MISC OFFICE SUPPLIES           | Open   | 44.97     | 0.00        |         |
| M2301346 | 05/18/23 | SPRAG005 SPRAGUE OPERATING RESOURCES                             | DIESEL FUEL LANDFILL           | Open   | 16,448.36 | 0.00        |         |
| M2301347 | 05/18/23 | ATLAN090 ATLANTIC CO. UTIL. AUTHORITY<br>Contract No: C2200030   | SLUDGE HAULING APRIL 2023      | Open   | 60,345.75 | 0.00        | C       |
| M2301353 | 05/22/23 | LOWES005 LOWE'S COMMERCIAL SERVICES                              | PC SHOP                        | Open   | 47.68     | 0.00        |         |
| M2301354 | 05/22/23 | LOWES005 LOWE'S COMMERCIAL SERVICES                              | PC MAINTENANCE                 | Open   | 30.37     | 0.00        |         |
| M2301355 | 05/22/23 | GAPVA005 GAPVAX, INC.  | HYDRAULIC TAILGATE LIFT CYLIND | Open   | 792.09    | 0.00        |         |
| M2301356 | 05/22/23 | KUEHN005 KUEHNE CHEMICAL CO. INC.<br>Contract No: C2300015       | SODIUM HYPOCHLORITE 5/26/23    | Open   | 8,947.06  | 0.00        | C       |
| M2301358 | 05/22/23 | LOWES005 LOWE'S COMMERCIAL SERVICES                              | PC MAINTENANCE                 | Open   | 35.84     | 0.00        |         |
| M2301362 | 05/22/23 | FASTE010 FASTENAL & CON. SUPPLIES                                | O.C RBC PROJECT HARDWARE       | Open   | 914.79    | 0.00        |         |
| M2301365 | 05/22/23 | LOWES005 LOWE'S COMMERCIAL SERVICES                              | PROPANE TANK                   | Open   | 64.59     | 0.00        |         |
| M2301366 | 05/22/23 | EDMON005 EDMOND J. PISANI  | REIMBURSEMENT WORK BOOTS       | Open   | 152.00    | 0.00        |         |
| M2301372 | 05/23/23 | CTR00005 JERSEY CAPE DIAG. TRAIN. CTR.<br>Contract No: C2300025  | LITTER CONTROL SERVICES        | Open   | 2,677.50  | 0.00        | C       |
| M2301381 | 05/23/23 | GRAIN005 GRAINGER INC.   | LOCK OUT, TAG OUT              | Open   | 172.37    | 0.00        |         |
| M2301383 | 05/23/23 | TAYLO035 TAYLOR OIL CO., INC.                                    | DIESEL FUEL TRANSFER STATION   | Open   | 2,023.87  | 0.00        |         |
| M2301390 | 05/23/23 | SHERW005 SHERWIN-WILLIAMS CO.                                    | BRUSHES AND BUCKETS            | Open   | 40.49     | 0.00        |         |
| M2301391 | 05/23/23 | GARDN005 GARDNER TRUE VALUE                                      | DRILL BIT, TOGGLE BOLTS        | Open   | 44.86     | 0.00        |         |
| M2301393 | 05/24/23 | LOWES005 LOWE'S COMMERCIAL SERVICES                              | PLANT MAINTENANCE              | Open   | 48.02     | 0.00        |         |
| M2301394 | 05/24/23 | SHOEM005 SHOEMAKER LUMBER CO.                                    | FOAM BOARD                     | Open   | 39.31     | 0.00        |         |
| M2301400 | 05/24/23 | KEITH010 KEITH KELLY   | ANNUAL SOFTWARE RENEWAL        | Open   | 288.00    | 0.00        |         |
| M2301407 | 05/25/23 | ACEPE005 ACE P/E SUPPLIES  | SPICER PUMP PROJECT            | Open   | 8.15      | 0.00        |         |
| M2301410 | 05/25/23 | GARDN005 GARDNER TRUE VALUE                                      | OC RBC PROJECT                 | Open   | 9.16      | 0.00        |         |
| M2301413 | 05/25/23 | ADVAN035 ADVANTAGE RENTAL CENTER                                 | WHEELS FOR DRYER               | Open   | 29.41     | 0.00        |         |
| M2301437 | 05/31/23 | LOWES005 LOWE'S COMMERCIAL SERVICES                              | TS MISC SUPPLIES               | Open   | 128.65    | 0.00        |         |
| M2301438 | 05/31/23 | DISCO005 DISCOUNT HYDRAULICS                                     | D-07 HYDRAULIC HOSE & FITTING  | Open   | 136.63    | 0.00        |         |

| PO #     | PO Date  | Vendor  | PO Description                 | Status | Amount     | Void Amount | PO Type |
|----------|----------|---|--------------------------------|--------|------------|-------------|---------|
| M2301439 | 05/31/23 | JESCO005 JESCO, INC.<br>Contract No: C2200021 | EXCAVATOR TRACK PAD BOLTS      | Open   | 47.04      | 0.00        | C       |
| V2300383 | 05/09/23 | CAPEM045 CAPE MAY COUNTY BOARD                | SHARED TELECOMMUNICATION TOWER | Open   | 24,649.96  | 0.00        |         |
| V2300386 | 05/15/23 | UNITE025 UNITED PARCEL SERVICE                | POSTAGE                        | Open   | 18.53      | 0.00        |         |
| V2300387 | 05/15/23 | COMCA015 COMCAST BUSINESS COMMUNICATION       | COMCAST DR CONNECTION          | Open   | 556.00     | 0.00        |         |
| V2300388 | 05/15/23 | ABCOP005 ABCO PUBLIC EMPLOYEES                | CREDIT UNION                   | Open   | 1,200.26   | 0.00        |         |
| V2300389 | 05/15/23 | NATIO045 NATIONWIDE RETIREMENT SOLUTION       | DEFERRED COMPENSATION W/H      | Open   | 17,238.85  | 0.00        |         |
| V2300390 | 05/15/23 | NEWJE050 NEW JERSEY FAMILY SUPPORT            | GARNISHMENTS                   | Open   | 900.00     | 0.00        |         |
| V2300391 | 05/15/23 | ISABE005 ISABEL C.BALBOA, CHAPTER 13 TR       | CASE NUMBER 18-28741           | Open   | 463.50     | 0.00        |         |
| V2300392 | 05/15/23 | HEALT005 HEALTH EQUITY                        | EMPLOYEE HEALTH SAVINGS ACCTS. | Open   | 1,606.12   | 0.00        |         |
| V2300393 | 05/15/23 | DUES0005 TEAMSTERS LOCAL 331 DUES             | UNION DUES                     | Open   | 3,149.50   | 0.00        |         |
| V2300394 | 05/15/23 | POLIT005 TEAMSTERS LOCAL 331 POLITICAL        | POLITICAL ACTION FUND          | Open   | 18.00      | 0.00        |         |
| V2300395 | 05/15/23 | SOCIA005 TEAMSTERS LOCAL 331 SOCIAL           | UNION SOCIAL FUND              | Open   | 5.00       | 0.00        |         |
| V2300396 | 05/15/23 | UNUMP005 UNUM/PROVIDENT LIFE & ACCIDENT       | INSURANCE W/H                  | Open   | 647.82     | 0.00        |         |
| V2300397 | 05/15/23 | AFLAC005 AFLAC US                             | INSURANCE W/H                  | Open   | 3,257.32   | 0.00        |         |
| V2300398 | 05/15/23 | DEPAR015 DEPARTMENT OF THE TREASURY           | FICA TAXES & FED INCOME TAX    | Open   | 114,463.42 | 0.00        |         |
| V2300399 | 05/15/23 | NJDIV015 NJ DIVISION OF TAXATION              | STATE INCOME TAX               | Open   | 18,247.72  | 0.00        |         |
| V2300400 | 05/16/23 | CAPEM055 CAPE MAY COUNTY MUA                  | ADJUSTED PAYROLL CMCMA         | Open   | 275,769.93 | 0.00        |         |
| V2300401 | 05/16/23 | NJDIV010 NJ DIVISION OF PENSIONS              | PENSION W/H                    | Open   | 97,159.11  | 0.00        |         |
| V2300402 | 05/17/23 | WINDS005 WINDSTREAM                           | UTILITIES                      | Open   | 502.25     | 0.00        |         |
| V2300403 | 05/18/23 | CMCMU050 CMCMA PETTY CASH                     | PETTY CASH REIMBURSEMENT       | Open   | 423.14     | 0.00        |         |
| V2300404 | 05/18/23 | WASTE005 CMCMA SOLID WASTE                    | DISPOSAL FEES                  | Open   | 3,840.09   | 0.00        |         |
| V2300405 | 05/19/23 | CMCMU050 CMCMA PETTY CASH                     | PETTY CASH REIMBURSEMENT       | Open   | 187.48     | 0.00        |         |
| V2300406 | 05/22/23 | SAPPI005 HARRY R. SAPPPIE                     | HEALTH INSURANCE Q1 2023       | Open   | 2,549.10   | 0.00        |         |
| V2300407 | 05/24/23 | UNITE135 UNITED HEALTHCARE INSURANCE CO       | Health Insur. Vision June 2023 | Open   | 1,730.76   | 0.00        |         |
| V2300408 | 05/26/23 | PITNE010 PITNEY BOWES BANK INC RESERVE        | POSTAGE METER REPLISHMENT      | Open   | 1,000.00   | 0.00        |         |
| V2300409 | 05/30/23 | UNITE025 UNITED PARCEL SERVICE                | POSTAGE                        | Open   | 61.80      | 0.00        |         |
| V2300410 | 05/30/23 | BOROU020 BOROUGH OF STONE HARBOR              | UTILITIES                      | Open   | 328.00     | 0.00        |         |
| V2300411 | 05/30/23 | NJAME005 NJ AMERICAN WATER COMPANY            | UTILITIES                      | Open   | 1,461.07   | 0.00        |         |
| V2300412 | 05/30/23 | SOUTH060 SOUTH JERSEY GAS                     | UTILITIES                      | Open   | 495.47     | 0.00        |         |
| V2300413 | 05/30/23 | ATLAN140 ATLANTIC CITY ELECTRIC               | UTILITIES                      | Open   | 21.35      | 0.00        |         |
| V2300414 | 05/30/23 | ATLAN140 ATLANTIC CITY ELECTRIC               | UTILITIES                      | Open   | 28,311.34  | 0.00        |         |
| V2300415 | 05/31/23 | COMCA010 COMCAST OF SOUTH JERSEY INC.         | UTILITIES- 5/28/23-6/27/23     | Open   | 226.21     | 0.00        |         |
| V2300416 | 05/31/23 | ABCOP005 ABCO PUBLIC EMPLOYEES                | CREDIT UNION                   | Open   | 1,200.26   | 0.00        |         |
| V2300417 | 05/31/23 | NATIO045 NATIONWIDE RETIREMENT SOLUTION       | DEFERRED COMPENSATION W/H      | Open   | 17,273.85  | 0.00        |         |
| V2300418 | 05/31/23 | NEWJE050 NEW JERSEY FAMILY SUPPORT            | GARNISHMENTS                   | Open   | 900.00     | 0.00        |         |
| V2300419 | 05/31/23 | ISABE005 ISABEL C.BALBOA, CHAPTER 13 TR       | CASE NUMBER 18-28741           | Open   | 463.50     | 0.00        |         |
| V2300420 | 05/31/23 | HEALT005 HEALTH EQUITY                        | EMPLOYEE HEALTH SAVINGS ACCTS. | Open   | 1,606.12   | 0.00        |         |
| V2300421 | 05/31/23 | DUES0005 TEAMSTERS LOCAL 331 DUES             | UNION DUES                     | Open   | 3,151.50   | 0.00        |         |
| V2300422 | 05/31/23 | POLIT005 TEAMSTERS LOCAL 331 POLITICAL        | POLITICAL ACTION FUND          | Open   | 18.00      | 0.00        |         |
| V2300423 | 05/31/23 | SOCIA005 TEAMSTERS LOCAL 331 SOCIAL           | UNION SOCIAL FUND              | Open   | 5.00       | 0.00        |         |
| V2300424 | 05/31/23 | DEPAR015 DEPARTMENT OF THE TREASURY           | FICA TAXES & FED INCOME TAX    | Open   | 116,469.33 | 0.00        |         |
| V2300425 | 05/31/23 | NJDIV015 NJ DIVISION OF TAXATION              | STATE INCOME TAX               | Open   | 18,322.31  | 0.00        |         |
| V2300426 | 05/31/23 | CAPEM055 CAPE MAY COUNTY MUA                  | ADJUSTED PAYROLL CMCMA         | Open   | 286,825.67 | 0.00        |         |
| V2300427 | 05/31/23 | RETIR005 PRUDENTIAL RETIREMENT                | DCRP FUNDING                   | Open   | 702.40     | 0.00        |         |
| V2300428 | 05/31/23 | ATLAN140 ATLANTIC CITY ELECTRIC               | UTILITIES TS - ACCT#524 MAY    | Open   | 591.50     | 0.00        |         |
| V2300429 | 05/31/23 | ATLAN140 ATLANTIC CITY ELECTRIC               | UTILITIES ACCT #926 MAY        | Open   | 22.60      | 0.00        |         |
| V2300430 | 05/31/23 | SOUTH060 SOUTH JERSEY GAS                     | UTILITIES                      | Open   | 1,807.54   | 0.00        |         |
| V2300431 | 05/31/23 | ATLAN140 ATLANTIC CITY ELECTRIC               | UTILITIES                      | Open   | 786.71     | 0.00        |         |
| V2300432 | 05/31/23 | NJAME005 NJ AMERICAN WATER COMPANY            | UTILITIES                      | Open   | 725.93     | 0.00        |         |
| V2300433 | 05/31/23 | ENTER020 ENTERPRISE FM TRUST                  | VEHICLE LEASE- SW ENFORCEMENT  | Open   | 355.02     | 0.00        |         |
| V2300434 | 05/31/23 | ENTER020 ENTERPRISE FM TRUST                  | VEHICLE LEASE- WASTEWATER      | Open   | 5,928.06   | 0.00        |         |
| V2300435 | 05/31/23 | ENTER020 ENTERPRISE FM TRUST                  | VEHICLE LEASE-ADMINISTRATION   | Open   | 4,162.60   | 0.00        |         |
| V2300436 | 05/31/23 | STATE110 STATE OF NEW JERSEY                  | HEALTH INSURANCE-JUNE 2023     | Open   | 314,902.02 | 0.00        |         |

| PO #                   | PO Date  | Vendor   | PO Description         | Status | Amount             | Void Amount  | PO Type            |      |
|------------------------|----------|----------|------------------------|--------|--------------------|--------------|--------------------|------|
| V2300437               | 05/31/23 | STATE110 | STATE OF NEW JERSEY    | Open   | 100,946.23         | 0.00         |                    |      |
| V2300438               | 06/01/23 | WAWAF005 | WAWA FLEET SERVICES    | Open   | 122.01             | 0.00         |                    |      |
| Total Purchase Orders: |          | 236      | Total P.O. Line Items: | 0      | Total List Amount: | 2,458,635.74 | Total Void Amount: | 0.00 |

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| Totals by Year-Fund<br>Fund Description | Fund  | Expend Total | Revenue Total | G/L Total  | Total        |
|---|-------|--------------|---------------|------------|--------------|
| ADMINISTRATION                          | 3-100 | 1,507,323.52 | 0.00          | 72,140.56- | 1,435,182.96 |
| WASTEWATER OPERATIONS                   | 3-200 | 248,377.68   | 0.00          | 0.00       | 248,377.68   |
| SOLID WASTE OPERATIONS                  | 3-300 | 119,960.33   | 0.00          | 0.00       | 119,960.33   |
| SOLID WASTE PROJECT                     | 3-400 | 49,974.50    | 0.00          | 0.00       | 49,974.50    |
| RENEWAL & REPLACEMENT                   | 3-720 | 605,140.27   | 0.00          | 0.00       | 605,140.27   |
| Total of All Funds:                     |       | 2,530,776.30 | 0.00          | 72,140.56- | 2,458,635.74 |

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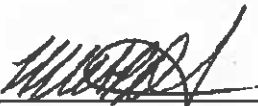
# Cape May County Municipal Utilities Authority

## **CERTIFICATION OF FUNDS:**

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

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

all said Vouchers Lists dated June 7, 2023.

  
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Robert P. Donato, CPA  
Chief Financial Officer