



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

July 13, 2022 @ 1:30 p.m.

1. Call to Order
2. Roll Call and Establishment of Quorum
3. Open Public Meeting Statement
4. Pledge of Allegiance
5. Approval of Minutes
June 29, 2022 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
 - **May 31, 2022**
 - Construction Status Report
 - **July 6, 2022**
 - Wastewater Management Program Report
 - **July 7, 2022**
 - Solid Waste Program Tonnage and Revenue Report
 - **June 2022**

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

Resolution No. 90-22 Resolution Authorizing the Award of Contract MUA-EQUIP-34-22 – Procurement of PLCs, VFDs, ETO Products and Architecture and Startup Services to United Electric Supply Co., Inc. (total not-to-exceed amount of \$1,500,000.00)

Resolution No. 91-22 Resolution Authorizing the Award of a Fair and Open Contract for Professional Engineering Services Related to Air Permitting Issues for the Cape May County Municipal Utilities Authority (RFP-20-22) to SCS Engineers (total not-to-exceed amount of \$100,000.00)

Resolution No. 92-22 Resolution Authorizing Contract Change Order No. 1 to Contract RFP-06-22 – Professional Engineering Services – Ocean City Region – Report: Impact of Increased Wastewater Flow from Upper Township to the Ocean City Wastewater Treatment Facility with Mott MacDonald, LLC.

Resolution No. 93-22 Resolution Authorizing the Continuation of Contract MUA-EQUIP-55-21 with Ferguson Enterprises, LLC. – Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fitting pursuant to Resolution No. 152-21 (total not-to-exceed amount of \$275,000.00)

11. Wastewater Management Program

Resolution No. 94-22 Resolution Authorizing the Award of Contract SER-37-22 – Loading, Hauling and Disposal of Dewatered Biosolids for Various CCMUA Wastewater Facilities to Environmental Protection & Improvement Company, LLC. (total not-to-exceed amount of \$1,447,700.00)

Resolution No. 95-22 Resolution Authorizing the Award of Contract WW/L-EQUIP-09-22 – Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at 10th and Rosemary Road Pump Stations to Mid Atlantic Pump & Equipment Company (total not-to-exceed amount of \$1,149,395.00)

12. Solid Waste Management Program

Resolution No. 96-22 Resolution Authorizing the Award of Contract SLF-28-22 – 2022 Laboratory Services for Landfill Gas Sampling and Analysis to AirNova, Inc. (total not-to-exceed amount of \$49,500.00)

Resolution No. 97-22 Resolution Authorizing the Authority's Purchasing Agent to Procure Certified Recovery and Recycling Services of CFCs, HCFCs and HFCs from Used Appliances (RFP-39-22) from SAMR, Inc. (total not-to-exceed amount of \$35,000.00)

Resolution No. 98-22 Resolution Authorizing the Sale of Renewable Energy Certificates

13. Miscellaneous

Resolution No. 99-22 Resolution Authorizing the Approval of the Cape May County Municipal Utilities Authority Information Technology Practice Policy

14. Approval of Vouchers – July 13, 2022

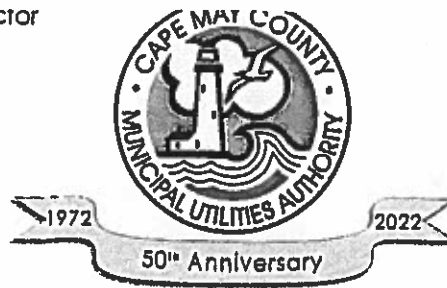
Administration
Wastewater Operations
Wastewater Project
Solid Waste Operations

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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

MINUTES OF THE REGULAR MEETING

June 29, 2022

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

PRESENT:

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

ALSO PRESENT:

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

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

"Adequate notice of this meeting, in compliance with the Open Public Meetings Act, has been provided for by e-mail to the *Atlantic City Press* and the *Ocean City Sentinel*; and by e-mail to the Cape May County Board of County Commissioners and Cape May County Clerk, and by posting on the Cape May County Bulletin Board and on the Authority's website, all on or before February 14, 2022."

The Pledge of Allegiance was recited.

Minutes

Minutes of the June 15, 2022 Regular Meeting were submitted for approval or correction.

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

Motion Carried: 4-0-2

Executive Session Minutes

Minutes of the June 15, 2022 Executive Session were submitted for approval or correction.

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

Motion Carried: 4-0-2

Comments or Questions from the Public on Agenda Items

None offered.

Announcements/Special Presentations

None presented.

Executive Director's Personnel Report

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

Board Reports

None presented.

Wastewater Management and Solid Waste Management Programs (Combined)

Resolution No. 80-22 Resolution Authorizing the Rejection of the Bid Submitted by GMH Associates of America, Inc. for Contract MISC-16-22 – Miscellaneous Mechanical Services

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

Motion Carried: 6-0-0

Wastewater Management Program

Resolution No. 81-22 Resolution Authorizing the Award of Contract CHEM-38-22 (Parts A and B) – Furnish and Deliver Hydrogen Peroxide to Various CMCMUA Regional Wastewater Treatment Facilities to George S. Coyne Chemical Co., Inc.

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

Motion Carried: 6-0-0

Resolution No. 82-22 Resolution Authorizing the Award of Contract WW-15-22-REBID – Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations to MidAtlantic Engineering Partners, LLC.

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

Motion Carried: 6-0-0

Solid Waste Management Program

Resolution No. 83-22 Resolution Authorizing the Award of Contract SW-EQUIP-32-22 – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators to Northeast Energy Systems LLC. (Subsidiary of Penn Power Group LLC.)

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

Motion Carried: 6-0-0

Resolution No. 84-22 Resolution Authorizing the Award of Contract SW-EQUIP-33-22 – Provide Service for the Removal, Inspection, Repair and Reinstallation of Stamford Generators for the Solid Waste Program to Northeast Energy Systems LLC. (Subsidiary of Penn Power Group LLC.)

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

Motion Carried: 6-0-0

Resolution No. 85-22 Resolution Authorizing the Award of Contract SLF-29-22-REBID – Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from Two (2) 1,059 kW Electrical Generators to AirNova, Inc.

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

Motion Carried: 6-0-0

Resolution No. 86-22 Resolution Authorizing the Award of Contract SLF-30-22-REBID – Laboratory Services for Landfill Gas Sampling and Analysis of Emissions from One (1) 750 SCFM Enclosed Flare to AirNova, Inc.

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

Motion Carried: 6-0-0

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

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

Motion Carried: 6-0-0

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

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

Motion Carried: 6-0-0

Miscellaneous

None presented

Approval of Vouchers

Approval of the Administration Vouchers List dated June 29, 2022.

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

Motion Carried: 6-0-0

Approval of the Wastewater Operating Vouchers List dated June 29, 2022.

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

Motion Carried: 6-0-0

Approval of the Wastewater Project Vouchers List dated June 29, 2022.

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

Motion Carried: 6-0-0

Approval of the Solid Waste Operations Vouchers List dated June 29, 2022.

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

Motion Carried: 6-0-0

Approval of the Solid Waste Project Vouchers List dated June 29, 2022.

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

Motion Carried: 6-0-0

The total of all five (5) approved Vouchers Lists, dated June 29, 2022, was \$1,607,065.14.

Public Comment

None offered.

New Business

Resolution No. 89-22 Resolution Recognizing Carl H. Groom for his Service as Commissioner with the Cape May County Municipal Utilities Authority

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

Motion Carried: 5-0-1

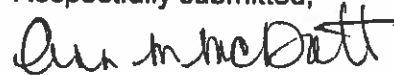
Executive Session

None presented.

Adjournment

There being no further business, the Regular Meeting adjourned at 1:51 p.m.

Respectfully submitted,



Ann M. McDevitt
Recording Secretary

6/29/22

RESIGNATIONS/RETIREMENTS

NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
Kevin A. Kuperstein	Solid Waste/Equipment Mechanic II/Maintenance	6/23/2022	Resignation

LEAVES OF ABSENCE AND CHANGES IN LEAVES OF ABSENCE

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

REASSIGNMENTS/NEW HIRES

NAME	FROM PROGRAM/POSITION/FACILITY	TO PROGRAM/POSITION/FACILITY	EFFECTIVE DATE
Joseph A. Ciccotelli	Wastewater/Utility Worker/Seven Mile	Wastewater/Shift Operator/Seven Mile	6/27/2022
Matthew K. Madsen	New Hire	Solid Waste/Utility Worker/SW-Transfer Station	6/30/2022



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Respectfully Submitted by:

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

Prepared by:

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

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



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Wastewater Management Program

Administration/Construction Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Payroll Account <i>Sturdy</i>	Health Savings Account (Payroll) <i>TD Bank</i>	Total
Balance - May 1, 2022	\$ 361,743.79	\$ 1,498,789.30	\$ 4,834.27	\$ 17,318.86	\$ 1,882,686.22
Cash Receipts					
Interest Income	358.06	175.85		2.30	534.21
Sale of Surplus Equipment					-
NJUI JIF Risk Management Dividend					-
FEMA Reimbursement - PPE					-
Miscellaneous Reimbursements		1,428.01		57.69	1,485.70
Transfers - Expense Reimbursements					
Wastewater Revenue Fund	1,400,000.00				1,400,000.00
Wastewater R&R Fund					-
Wastewater Forward Financing Fund					-
Solid Waste Revenue Fund	800,000.00				800,000.00
Solid Waste Project Fund					-
Total Cash Receipts	\$ 2,200,356.06	\$ 1,603.86	\$ -	\$ 59.99	\$ 2,202,019.91
Cash Disbursements					
Monthly Expenses		1,281,065.02	536,093.14	1,918.20	1,819,076.36
Transfers - Reimbursement					
Wastewater R&R Fund					-
Transfers - Reimbursement					
Solid Waste Revenue Fund					-
Transfers - Construction Projects					
Wastewater Revenue Fund					-
Transfers - Interest Income					
Wastewater Revenue Fund	358.06				358.06
Total Cash Disbursements	\$ 358.06	\$ 1,281,065.02	\$ 536,093.14	\$ 1,918.20	\$ 1,819,432.42
Interfund Transfers	(1,814,032.33)	1,814,032.33	(536,093.14)	2,639.02	-
		(2,639.02)	536,093.14		-
Total Interfund Transfers	\$ (1,814,032.33)	\$ 1,275,300.17	\$ 536,093.14	\$ 2,639.02	\$ -
Balance - May 31, 2022	\$ 747,711.46	\$ 1,494,628.31	\$ 4,834.27	\$ 18,099.67	\$ 2,265,273.71



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Wastewater Management Program

Project Fund

	Trustee-Held Funds Renewal and Replacement Fund <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Total
Balance - May 1, 2022	\$ 33,192,481.65	\$ 709,562.32	\$ 33,902,043.97
Cash Receipts			
Interest Income	11,352.68	141.60	11,494.28
Borough of Woodbine - Reimbursement		3,130.70	3,130.70
Transfers - Expense Reimbursements			
Wastewater Construction Fund			-
Wastewater Revenue Fund			-
Total Cash Receipts	\$ 11,352.68	\$ 3,272.30	\$ 14,624.98
Cash Disbursements			
Monthly Expenses		1,488,625.94	1,488,625.94
Transfers - Expense Reimbursements			
Wastewater Construction Fund			-
Wastewater Revenue Fund			-
Transfers - Interest Income			
Wastewater Revenue Fund	11,352.68		11,352.68
Total Cash Disbursements	\$ 11,352.68	\$ 1,488,625.94	\$ 1,499,978.62
Interfund Transfers	(1,488,625.94)	1,488,625.94	-
Total Interfund Transfers	\$ (1,488,625.94)	\$ 1,488,625.94	\$ -
Balance - May 31, 2022	\$ 31,703,855.71	\$ 712,834.62	\$ 32,416,690.33



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Wastewater Management Program

Revenue Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Daily Deposit Account <i>TD Bank</i>	Total
Balance - May 1, 2022	\$ 2,241,318.64	\$ 85,732.42	\$ 5,065.36	\$ 2,332,116.42
Cash Receipts				
Revenue				
User Charges			10,821,996.50	10,821,996.50
Septage/Leachate			70,463.70	70,463.70
Sludge Processing			30,326.07	30,326.07
Tower Rental			10,194.46	10,194.46
Sale of Surplus Equipment			30,152.00	30,152.00
Miscellaneous Reimbursements			2,998.54	2,998.54
Interest Income	523.02	38.63	89.44	651.09
Transfers - Interest Income				
Wastewater Accounts				
General Fund	1,140.57			1,140.57
Renewal and Replacement	11,352.68			11,352.68
Construction Fund	356.06			356.06
2002 Forward Financing	81.74			81.74
Rate Stabilization Fund	3.41			3.41
Transfers - Other				
Construction Fund - Projects				-
Bond Reserve Fund				-
Renewal and Replacement Fund				-
Solid Waste Revenue Fund				-
Solid Waste Project Fund				-
Total Cash Receipts	\$ 13,457.48	\$ 38.63	\$ 10,966,220.71	\$ 10,979,716.82
Cash Disbursements				
Monthly Expenses		495,462.28		495,462.28
Transfers - Expense Reimbursements				
Wastewater Construction Fund	1,400,000.00			1,400,000.00
Wastewater Bond Service Fund				-
Renewal and Replacement Fund				-
Solid Waste Future Construction Reserve				-
Total Cash Disbursements	\$ 1,400,000.00	\$ 495,462.28	\$ -	\$ 1,895,462.28
Interfund Transfers	9,001,931.53 (495,462.28)	495,462.28	(9,001,931.53)	-
Total Interfund Transfers	\$ 8,506,469.25	\$ 495,462.28	\$ (9,001,931.53)	\$ -
Balance - May 31, 2022	\$ 9,361,245.37	\$ 85,771.05	\$ 1,969,354.54	\$ 11,416,370.96



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Solid Waste Management Program

Project Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Trustee-Held Funds Future Construction Reserve Fund <i>TD Wealth Mgmt.</i>	Total
Balance - May 1, 2022	\$ 584,412.95	\$ 87,784.43	\$ 12,621,470.98	\$ 13,293,668.36
Cash Receipts				
Interest Income	239.36	16.12	5,183.53	5,439.01
Transfers - Expense Reimbursements				
Solid Waste Equipment Reserve	61,875.04			61,875.04
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				-
Total Cash Receipts	\$ 62,114.40	\$ 16.12	\$ 67,683.53	\$ 129,814.05
Cash Disbursements				
Monthly Expenses		201,374.97		201,374.97
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	239.36		5,183.53	5,422.89
Total Cash Disbursements	\$ 239.36	\$ 201,374.97	\$ 5,183.53	\$ 206,797.86
Interfund Transfers	139,499.93 (201,374.97)	201,374.97	(139,499.93)	-
Total Interfund Transfers	\$ (61,875.04)	\$ 201,374.97	\$ (139,499.93)	\$ -
Balance - May 31, 2022	\$ 584,412.95	\$ 87,800.55	\$ 12,544,471.05	\$ 13,216,684.55



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Solid Waste Management Program

Revenue Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Daily Deposit Account <i>TD Bank</i>	Prepayment Account <i>TD Bank</i>	Total
Balance - May 1, 2022	\$ 6,483,684.48	\$ 84,938.54	\$ 150,811.78	\$ 128,422.95	\$ 6,847,657.75
Cash Receipts					
Revenue					
Tipping Fees	19.00		1,172,781.76		1,172,800.76
Wood Products			82,087.27		82,087.27
Methane Revenue			31,550.36		31,550.36
IPF Recycling Revenue			62,622.42		62,622.42
Recycling Enhancement Grant					-
Electricity Generation			28,057.72		28,057.72
Property Rental			1,000.00		1,000.00
FEMA Reimbursement - PPE					-
Miscellaneous Reimbursements			458.82		458.82
Prepayments Received					-
Interest Income	1,262.88	22.72	15.07	5.28	1,305.95
Transfers - Interest Income					
Solid Waste Accounts					
Equipment Reserve Fund	392.54				392.54
Building and Site Improvements	87.43				87.43
Host Community Benefit Reserve	67.85				67.85
General Fund	8.84				8.84
Future Construction Reserve	5,183.53				5,183.53
Project Fund	239.36				239.36
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					-
Host Community Benefit Fund					-
Total Cash Receipts	\$ 7,259.43	\$ 22.72	\$ 1,378,573.42	\$ 5.28	\$ 1,385,860.85
Cash Disbursements					
Monthly Expenses		222,891.18	2,688.85		225,580.03
Interest Disbursed					-
Prepayments Returned					-
Transfers - Expense Reimbursements					
Wastewater Construction Fund	800,000.00				800,000.00
Wastewater Revenue Fund					-
Solid Waste Project Fund					-
Transfers - Reserve Accounts					
Equipment Reserve Fund	86,667.00				86,667.00
Closure Fund	15,422.65				15,422.65
Host Community Benefit Fund	85,749.94				85,749.94
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					-
Total Cash Disbursements	\$ 1,050,339.59	\$ 222,891.18	\$ 2,688.85	\$ -	\$ 1,275,919.62
Interfund Transfers	1,313,922.19 (222,891.18)	222,891.18	(1,313,922.19)	-	-
Total Interfund Transfers	\$ 1,091,031.01	\$ 222,891.18	\$ (1,313,922.19)	\$ -	\$ -
Balance - May 31, 2022	\$ 6,531,635.33	\$ 84,961.26	\$ 212,574.16	\$ 128,428.23	\$ 6,957,598.98



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Wastewater Management Program

Investment Summary

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Construction Fund				
New Jersey Cash Management Fund			0.61%	\$ 747,711.46
TD Bank - Checking			0.10%	1,494,628.31
TD Bank - Health Savings Account			0.10%	18,099.67
Sturdy Savings - Payroll			-	4,834.27
				<u>\$ 2,265,273.71</u>
Revenue Fund				
TD Bank - Money Market			0.10%	\$ 309,288.63
New Jersey Cash Management Fund			0.61%	8,618,258.70
Sturdy Savings Bank - Money Market			0.01%	4,038.76
Parke Bank - Money Market			0.75%	425,966.46
New Jersey Asset & Rebate Management Fund (NJ/ARM)			0.67%	3,692.82
TD Bank - Daily Deposit			0.10%	1,969,354.54
TD Bank - Checking			0.10%	85,771.05
				<u>\$ 11,416,370.96</u>
General Fund				
New Jersey Cash Management Fund			0.61%	\$ 360,000.00
Sturdy Savings Bank - Money Market			0.01%	5,675.23
Parke Bank - Money Market			0.75%	2,500,000.00
				<u>\$ 2,865,675.23</u>
Renewal and Replacement Fund				
Sturdy Savings Bank - Money Market			0.01%	\$ 8,914.87
Parke Bank - Money Market			0.75%	21,372,322.71
New Jersey Asset & Rebate Management Fund - (NJ/ARM)			0.67%	28,086.99
New Jersey Asset & Rebate Management Fund - (NJ/TERM)			0.89%	5,000,000.00
New Jersey Asset & Rebate Management Fund - (NJ/TERM)			1.05%	3,000,000.00
TD Bank - Money Market			0.10%	2,291,886.88
New Jersey Cash Management Fund			0.61%	2,644.26
TD Bank - Checking			0.10%	712,834.62
				<u>\$ 32,416,690.33</u>



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Wastewater Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Rate Stabilization Fund New Jersey Cash Management Fund			0.61%	\$ 10,811.47
				<u>\$ 10,811.47</u>
Sick and Vacation Pay Reserve Fund New Jersey Cash Management Fund			0.61%	\$ 325,669.88
				<u>\$ 325,669.88</u>
2002 Forward Financing Fund New Jersey Cash Management Fund			0.61%	\$ 260,000.00
Sturdy Savings Bank - Money Market			0.01%	9,259.47
				<u>\$ 269,259.47</u>
Bond Service Fund TD Bank - Money Market			0.10%	
				<u>\$ -</u>

Total Funds - Wastewater Management Program \$ 49,569,751.05



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Solid Waste Management Program

Investment Summary

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Project Fund				
TD Bank - Money Market			0.10%	\$ 2,815.77
Parke Bank - Money Market			0.75%	581,597.18
TD Bank - Checking			0.10%	87,800.55
				<u>\$ 672,213.50</u>
Revenue Fund				
TD Bank - Money Market			0.10%	\$ 92,569.65
Parke Bank - Money Market			0.75%	4,162,316.60
New Jersey Cash Management Fund			0.61%	2,270,042.45
Sturdy Savings Bank - Money Market			0.01%	6,706.63
TD Bank - Prepayment Account			-	128,428.23
TD Bank - Daily Deposit			0.10%	212,574.16
TD Bank - Checking			0.10%	84,961.26
				<u>\$ 6,957,598.98</u>
Equipment Reserve Fund				
New Jersey Cash Management Fund			0.61%	\$ 1,288,632.04
Sturdy Savings Bank - Money Market			0.01%	8,368.40
				<u>\$ 1,297,000.44</u>
Building and Site Improvement Fund				
Parke Bank - Money Market			0.75%	\$ 212,745.19
				<u>\$ 212,745.19</u>
Insurance Reserve Fund				
New Jersey Cash Management Fund			0.61%	\$ 20,230.71
Parke Bank - Money Market			0.75%	596,713.61
				<u>\$ 616,944.32</u>



Cape May County Municipal Utilities Authority

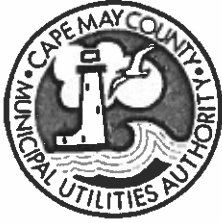
Treasurer's Report

for the month ended May 31, 2022

Solid Waste Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Rate Stabilization Fund				
New Jersey Cash Management Fund			0.61%	\$ 867,558.76
Sturdy Savings Bank - Money Market			0.01%	2,390.12
				<u>\$ 869,948.88</u>
IPF Rate Stabilization Fund				
New Jersey Cash Management Fund			0.61%	\$ 1,995,211.31
Sturdy Savings Bank - Money Market			0.01%	3,367.80
				<u>\$ 1,998,579.11</u>
IPF Capital Reserve Fund				
New Jersey Cash Management Fund			0.61%	\$ 645,238.07
Sturdy Savings Bank - Money Market			0.01%	2,568.60
				<u>\$ 647,806.67</u>
Closure Fund				
US Government Issues		average	1.78%	\$ 7,317,009.13
US Government Agency Issues		average	2.21%	101,491.33
First American Government Obligation Fund			0.18%	38,915.64
				<u>\$ 7,457,416.10</u>
<i>The Closure Fund is administered by US Bank under an NJDEP-stipulated Escrow Agreement</i>				
Host Community Benefit Reserve Fund				
New Jersey Cash Management Fund			0.61%	\$ 315,095.73
				<u>\$ 315,095.73</u>



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Solid Waste Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Debt Service Fund - NJEIT Series				
New Jersey Cash Management Fund			0.61%	\$ -
Parke Bank - Money Market			0.75%	-
				<u>\$ -</u>
Project Fund II - State Grant				
New Jersey Cash Management Fund			0.61%	\$ 284,840.43
Sturdy Savings Bank - Money Market			0.01%	9,263.61
				<u>\$ 294,104.04</u>
General Fund				
Parke Bank - Money Market			0.75%	\$ 16,644.13
				<u>\$ 16,644.13</u>
Future Construction Reserve Fund				
Parke Bank - Money Market			0.75%	\$ 9,043,050.30
New Jersey Asset & Rebate Management Fund - (NJ/TERM)			1.05%	3,500,000.00
Sturdy Savings Bank - Money Market			0.01%	1,420.75
				<u>\$ 12,544,471.05</u>

Total Funds - Solid Waste Management Program \$ 33,900,568.14



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Cash Management Plan Compliance Statements

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

<u>Purchased</u>							
<u>Issuer</u>	<u>Series</u>	<u>Description</u>	<u>Rating</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Term</u>	<u>Maturity Date</u>
NJ Asset & Rebate Management Fund	NJ/TERM	Fixed-Rate, Fixed Term	AAAF	\$ 5,000,000.00	0.89%	90 days	8/18/2022
NJ Asset & Rebate Management Fund	NJ/TERM	Fixed-Rate, Fixed Term	AAAF	\$ 3,000,000.00	1.05%	120 days	9/13/2022
NJ Asset & Rebate Management Fund	NJ/TERM	Fixed-Rate, Fixed Term	AAAF	\$ 3,500,000.00	1.05%	120 days	9/13/2022
<u>Sold</u>							
None							

2. Summary of Securities Owned - ***

<u>Issuer</u>	<u>Series</u>	<u>Description</u>	<u>Rating</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Term</u>	<u>Maturity Date</u>
NJ Asset & Rebate Management Fund	NJ/TERM	Fixed-Rate, Fixed Term	AAAF	\$ 5,000,000.00	0.89%	90 days	8/18/2022
NJ Asset & Rebate Management Fund	NJ/TERM	Fixed-Rate, Fixed Term	AAAF	\$ 3,000,000.00	1.05%	120 days	9/13/2022
NJ Asset & Rebate Management Fund	NJ/TERM	Fixed-Rate, Fixed Term	AAAF	\$ 3,500,000.00	1.05%	120 days	9/13/2022

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

<u>Program</u>	<u>Securities</u>	<u>Other</u>	<u>Total</u>
Wastewater	\$ -	\$ 14,007.57	\$ 14,007.57
Solid Waste	-	8,736.81	8,736.81
Total	\$ -	\$ 22,744.38	\$ 22,744.38

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

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

*** Excludes the Solid Waste Landfill Closure Fund, which is administered by US Bank under an NJDEP-stipulated Escrow Agreement



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended May 31, 2022

Cash Management Plan Compliance Statements (continued)

5. Summary of Funds as of May 31, 2022

<u>Official Depositories</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Total</u>
Parke Bank	\$ 24,298,289.17	\$ 14,613,067.01	\$ 38,911,356.18
Sturdy Savings Bank	32,722.60	34,085.91	66,808.51
TD Bank NA	6,881,863.70	609,149.62	7,491,013.32
<u>Other Official Funds</u>			
New Jersey Cash Management	10,325,095.77	7,686,849.50	18,011,945.27
New Jersey Asset and Rebate Management Fund	31,779.81	-	31,779.81
New Jersey Asset and Rebate Management Fund - NJ/TERM	<u>8,000,000.00</u>	<u>3,500,000.00</u>	<u>11,500,000.00</u>
	\$ 49,569,751.05	\$ 26,443,152.04	\$ 76,012,903.09
Closure Fund ***	<u>-</u>	<u>7,457,416.10</u>	<u>7,457,416.10</u>
Total Funds	<u>\$ 49,569,751.05</u>	<u>\$ 33,900,568.14</u>	<u>\$ 83,470,319.19</u>


6. Funds Available for Investment in New Jersey Local Government Unit Securities

	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Total</u>
Total Funds Available for Investment	<u>\$ 49,569,751.05</u>	<u>\$ 26,443,152.04</u>	<u>\$ 76,012,903.09</u>
Funds Available for Investment in New Jersey Local Government Unit Securities - 30% of Total Available	\$ 14,870,925.32	\$ 7,932,945.61	\$ 22,803,870.93
New Jersey Local Government Unit Securities - Investments	<u>-</u>	<u>-</u>	<u>-</u>
Net Funds Available for Investment in New Jersey Local Government Unit Securities	<u>\$ 14,870,925.32</u>	<u>\$ 7,932,945.61</u>	<u>\$ 22,803,870.93</u>

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

MEMORANDUM

July 6, 2022

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 May 25, 2022 through July 6, 2022.

° **Project:** Contract No. WW-EQUIP-02-20
New Electrical Systems for Various Pump Stations
Multiple Regions

Contractor: Municipal Maintenance Company

This contract consists of the replacement of various pieces of equipment and electrical upgrades to twenty-one (21) pump stations distributed amongst all four of the Authority's Wastewater Regions. Work consists of implementing a complete station bypass before demolishing and replacing key existing electrical and mechanical components including cabling, conduit, transfer switches, louvers, ductwork and grounding systems. All of the stations, except 3rd Street, will become equipped with a new exterior docking station that can be used to connect to an emergency portable generator, if necessary, in the future.

To date, the following twenty (20) stations are generally complete:

Madison (CM), Coral (CM), Claghorn (CM), 69th Street (SM/M), 81st Street (SM/M), Mayville (SM/M), Stone Harbor Manor (SM/M), Crest Haven (SM/M), 39th Street (SM/M), Spicer (WW/L), Neptune (WW/L), Oak (WW/L), Shawcrest (WW/L), Rio Grande (WW/L), 10th Avenue (WW/L), Lower Township EDS (WW/L), Rosemary Road (WW/L), 3rd Street (OC), 32nd Street (OC) and 20th Street (OC).

The only remaining item of physical work that needs to be completed is the replacement of a louver at the Cape May Court House (SM/M) Pump Station. This work is scheduled to be completed by the end of July, at which time this project will be deemed essentially complete.

Original Contract Amount: \$5,754,000.00
Current Contract Amount: \$6,139,500.00
Paid to Date: \$5,928,844.89
Completion Date: April 30, 2023

MEMORANDUM

July 6, 2022

Page 2

° **Project:** Contract No. SW-22-21
Landfill #2 Scale House and
Transfer Station Docking Stations
with Portable Generator

Contractor: Scalfo Electric, Inc.

The purpose of this contract is to install emergency docking stations at the Landfill's No. 2 Scale House and at the Solid Waste Transfer Station, as well as to procure a new trailer mounted generator so as to provide power to either facility in the event of a power outage. On June 28, 2022, the Contractor completed the installation of upgrades to both docking stations to ensure the transfer of power from the portable generator through the docking stations at the Scale House and Transfer Station. Following the installation work, start-up and testing was successfully completed at both locations. This project is now essentially complete.

Contract Amount: \$287,000.00
Paid to Date: \$216,788.68
Completion Date: February 1, 2022

° **Project:** Contract No. SCF-27-21-REBID
Sludge Transfer Facility
Utility Consolidation

Contractor: Fred M. Schiavone Construction

The purpose of this contract is to consolidate and relocate those utilities at the Sludge Transfer Facility that will be required to maintain operations at the Facility during and after the future demolition of several structures at the Facility. Over the past month, the Contractor completed the installation of all buried conduit, installed new site lighting to serve current operations, restored all damaged paved areas, and began retrofitting the existing Reactor Biofilter Control Building to serve as the new Electrical Control Building.

Contract Amount: \$1,103,468.30
Paid to Date: \$ 865,358.48
Completion Date: July 30, 2022

MEMORANDUM

July 6, 2022

Page 3

° **Project:** Contract No. WW-04-22
Various Regions
Miscellaneous Concrete Work

Contractor: Ocean Construction

The purpose of this contract is to complete miscellaneous concrete work that is related to CMCMA infrastructure in both the Wildwood/Lower and Ocean City service regions. Final pavement restoration on Delaware Avenue had been scheduled to be completed by May 26th. However, this work was delayed in order to accommodate the City's schedule to install an underdrain along the west side of Delaware Avenue. The underdrain work was completed on June 22, 2022. The Contractor is currently coordinating with the paving Subcontractor regarding the schedule for final pavement restoration.

Contract Amount: \$97,250.00
Paid to Date: \$71,843.80
Completion Date: May 26, 2022

TJL:amm

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



New pipe bollards at the Transfer Station docking station (6-22-22)



Field problem that delayed start-up at the Transfer Station (6-28-22)



Programming the generator at the Landfill (6/28/22)



Generator cables hooked up to the docking station at the Landfill (6/28/22)



Conduit leading to Electrical Control Building (5-27-22)



New site lighting on east perimeter (6-6-22)



Prepping trench for pavement restoration (6-10-22)



Hanging panels within the Electrical Control Building (6-15-22)

SCF-27-21 / SLUDGE TRANSFER FACILITY UTILITY CONSOLIDATION

MEMORANDUM

July 7, 2022

TO: Mr. Joshua Palombo, Wastewater Program Manager

FROM: Emily R. Zidanic, Wastewater Program Engineer
Lyle Nemeth, P.E. Wastewater Operations and Maintenance Engineer

RE: Wastewater Program Monthly Report

1.0 General:

Fournier Rotary Fan Press Refurbishments

The Authority procured and installed five (5) Fournier Rotary Presses from January 2019 to June of 2020. In August of 2021, the Wildwood/Lower Facility began experiencing performance issues related to sludge throughput and cake dryness with their two (2) rotary press machines. Upon further inspection, in September of 2021, the Authority and Fournier discovered damage to the internal filtering element or “screens” in both presses. The remaining three (3) presses in the Authority (two at Seven Mile/Middle and one at Ocean City) were examined at the time and no damage was discovered. See the picture below for an example of damage that was witnessed at Wildwood/Lower.



MEMORANDUM

July 7, 2022

Page 2

Fournier proposed a modified screen as a replacement for the failed screens at Wildwood/Lower. In October of 2021, the Authority procured and installed twelve modified screens (enough for one rotary press to be rebuilt) and initial results were positive.

While in the process of procuring the screens for the out of service press at Wildwood/Lower, the Authority conducted more thorough inspections of the four (4) currently operating rotary presses (two presses at Seven Mile, one press at Ocean City and one refurbished press at Wildwood/Lower). These inspections took place from late-March to mid-April of this year, and damage was found on all four (4) presses. Below is a picture of a screen removed from a press at Seven Mile/Middle.



Fournier was contacted as soon as this damage was discovered and after numerous video calls and site visits, the root cause of the damage could not be determined.

In May of this year, Fournier and the Authority had an in-person meeting during which the Authority asserted Fournier shall replace all damaged screens and provide the Authority a five-year warranty on the refurbished screens, all at no cost to the Authority. After some negotiations, Fournier agreed to the Authority's assertion and an agreement was entered into. The refurbishment includes newly designed/manufactured screens, wear part replacements, and coating repairs.

At the time of this report, status of the press refurbishments are as follows:

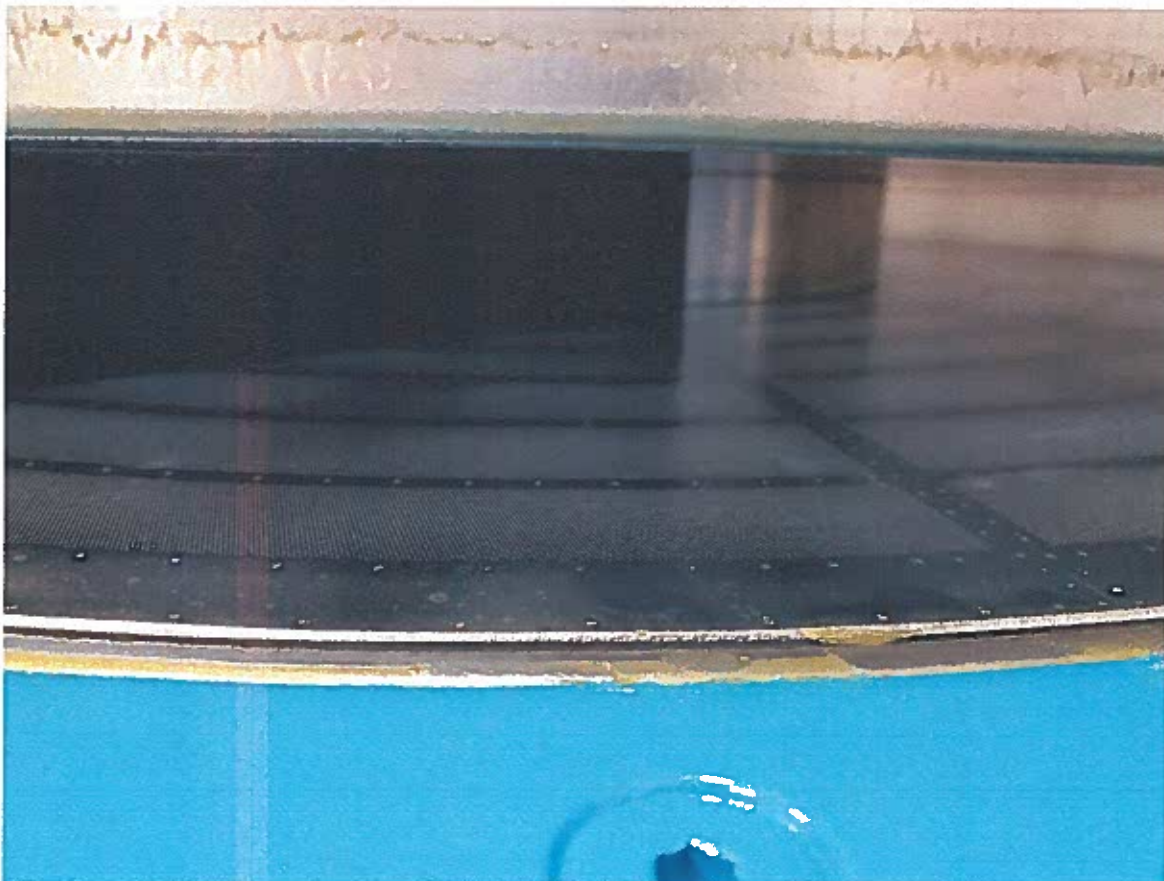
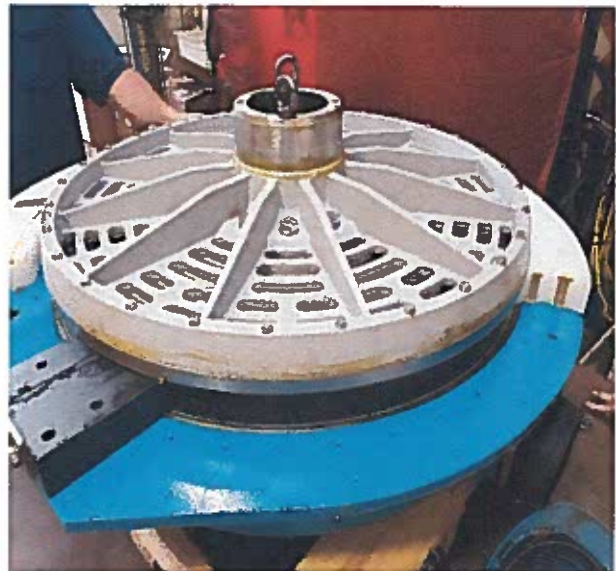
- Press 1 of 2 at Seven Mile/Middle has been completely refurbished, returned, installed, and is operational.
- Press 2 of 2 at Seven Mile/Middle is currently being refurbished.

MEMORANDUM

July 7, 2022

Page 3

- Press 1 of 2 at Wildwood/Lower is currently being refurbished.
- Press 2 of 2 at Wildwood/Lower is scheduled for pick up at the end of July but is currently operational
- Press 1 of 1 at Ocean City is scheduled for pick up in mid-July but is currently operational



MEMORANDUM

July 7, 2022

Page 4

Pre-Peak Season Team Building

The Admin building hosted a BBQ to celebrate the work completed this off-season and to thank all employees in advance for the work they will be completing during this upcoming summer season. This event allowed for many cross-region and inter-departmental connections to be established. In addition, the Cape May Regional Treatment Facility took home the prize for best ribs cooked within the Authority; voted on by a handful of judges and as seen below an honorary judge.



2.0 Operational Data

2.1 Municipal Flow Report: June 2022





Billing Party	Million Gallons	% of Total
New Jersey American Water	96.839	25.30%
Middle Township	29.020	7.58%
Rio Grande	10.104	2.64%
Cape May Court House	12.036	3.14%
Avalon Manor	0.825	0.22%
Stone Harbor Blvd	1.101	0.29%
Court House South	4.892	1.28%
Harbor Bay Center	0.062	0.02%
City of North Wildwood	38.945	10.18%
City of Wildwood	43.916	11.48%
City of Cape May	29.267	7.65%
Borough of Wildwood Crest	35.816	9.36%
Borough Avalon	39.694	10.37%
City of Sea Isle City	36.131	9.44%
Borough of Stone Harbor	15.445	4.04%
Borough of West Cape May	5.873	1.53%
Borough of West Wildwood	4.987	1.30%
Board of County Commissioners	2.672	0.70%
Borough of Cape May Point	2.388	0.62%
Lower Township MUA	1.624	0.42%
New Jersey Turnpike Authority	0.090	0.02%

Facility AVERAGE Flow in Million Gallons Per Day

Report Month

Jun 

Years 

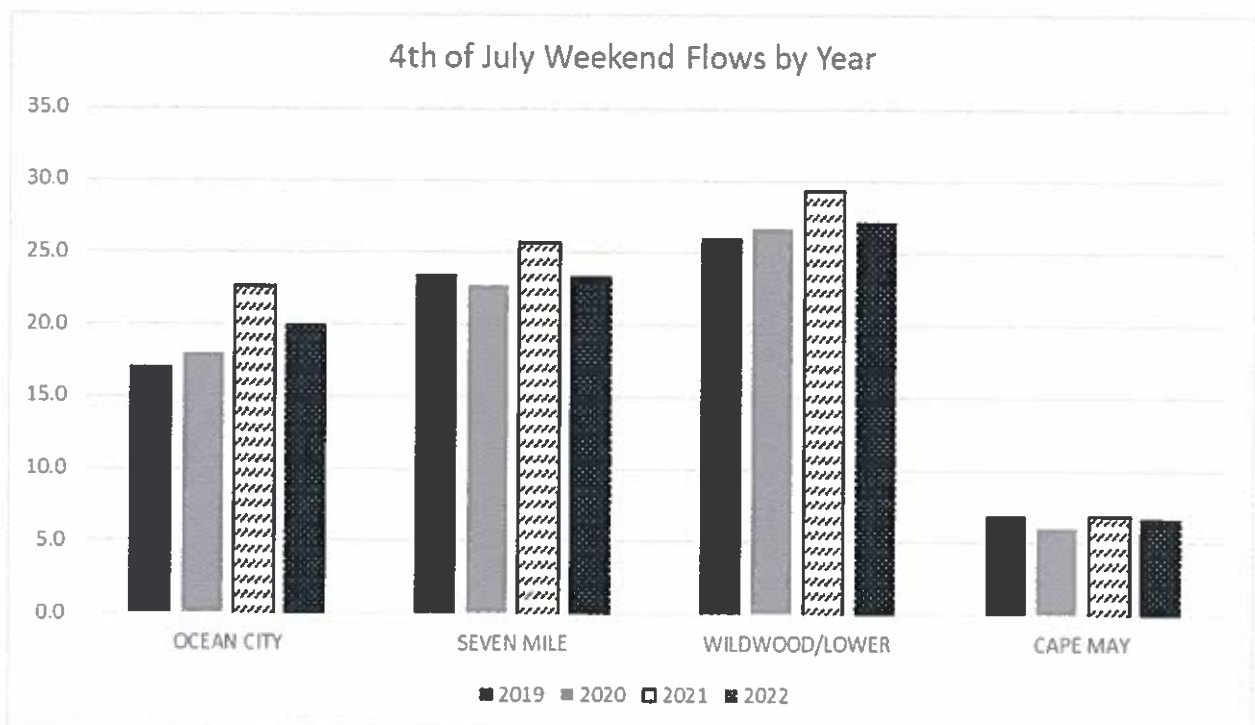
Facility	2021	2022	% Change	Difference
Ocean City Average - Capacity 8.24	3.93	3.23	-18%	
Seven Mile Average - Capacity 7.67	4.06	3.76	-7%	
Wildwood Average - Capacity 14.20	4.99	4.51	-10%	
Cape May Average - Capacity 3.00	1.35	1.25	-7%	

Facility PEAK Flow in Million Gallons Per Day

Report Month Jun

Facility	Years		% Change	Difference
	2021	2022		
Ocean City Peak - Capacity 8.24	5.15	4.21	-18%	▼
Seven Mile Peak - Capacity 7.67	5.23	4.72	-10%	▼
Wildwood Peak - Capacity 14.20	7.02	6.51	-7%	▼
Cape May Peak - Capacity 3.00	1.66	1.79	8%	▲

2.2 July 4th Weekend Flow Summary



The chart above represents the total flow in Million Gallons received by the Authority's four (4) wastewater treatment facilities for the dates of July 2nd, 3rd, 4th and 5th (sum of all four days for each plant) comparing 2019, 2020, 2021 and 2022.

2.3 Laboratory Data: June 2022

	Average TSS mg/L			Average CBOD mg/L		
	Influent	Effluent	% Removal	Influent	Effluent	% Removal
Cape May	432	5	99	462	8	98
Wildwood	211	10	95	222	13	94
Seven Mile	264	9	97	271	13	95
Ocean City	227	14	94	262	13	95

2.4 Reclaimed Water for Beneficial Reuse (RWBR)


After a delay in the system start-up because of the integration of the SCADA system at Seven Mile/Middle, the distribution system is available for public access and users have been notified.

2.5 Seven Mile/Middle Wastewater Treatment Facility Receiving


	Septage (gallons)	Leachate (gallons)
June 2022	1,185,350	1,104,000
June 2021	1,033,720	1,350,000

2.6 Sludge Transfer Facility

Sludge Disposal Report for June

DRY CU YDS	Wet Tons	
ACUA	Denali	Total
2000	0	Cost
\$ 254,260.00	\$ -	\$ 254,260.00

Sludge Disposal Report YTD

DRY CU YDS	Wet Tons	
ACUA	Denali	Total
5450	302.01	Cost
\$ 416,996.75	\$ 41,777.04	\$ 458,773.79

3.0 Projects:

3.1 Capital Improvement Projects

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

Design Contract

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

Contractor: PCMG (Avanceon)
Contract Amount: \$3,687,516.42
Amount Expended: \$2,554,359.83 (69.4%)

Construction Contract

Contract SM-04-21 Seven Mile Region Control System SCADA Upgrade continues with Scalfo Electric. Scalfo is essentially complete with the installation work at the Seven Mile Beach/Middle Wastewater Treatment Facility. Scalfo is now working at Stone Harbor Boulevard, Stone Harbor Manor, Cape May Court House, and the Crest Haven Pump Stations.

The estimated schedule has the work finishing in March of 2023. (Please see pictures before and on the following page.)

Contractor: Scalfo Electric
Contract Amount: \$1,710,000.00
Amount Expended: \$1,054,568.65 (61.67%)

Clarifier Gallery Overhaul at Wildwood/Lower

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

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

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

At Wildwood/Lower WTF, plant staff completed the removal of the existing component parts of both secondary clarifiers. Replacement of the parts is underway and near complete.



MEMORANDUM

July 7, 2022

Page 11

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

As part of the Wastewater Program's 20 year Capital Renewal and Replacement Plan, this pump station was identified as requiring upgrades. Engineering was completed in-house and the pump station was redesigned to operate more efficiently. The re-design consists of two large pumps (each pump is capable of pumping peak summer flows) and two small pumps (each pump is capable of pumping peak winter flows) all on VFDs. The small pumps will provide pumping for approximately 90% of the year because even during the summer, they are capable of pumping during non-peak flow times. Being able to use the small pumps to this extent is a huge cost savings, as the small pumps are run by a 40 horsepower (HP) motor while the large pumps are run by a 125 horsepower motor. Cost savings are amplified further as the VFD allows the pump to operate at its peak performance even with different flows.

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

Currently, the Project Crew has installed and successfully completed startup for one of the small pumps (40 HP), motor, valving, and piping. One (1) of the two (2) new jib cranes has been installed which has an arm extending off the main body providing extra reach and easier lifting for maintenance of the newly installed pumps/motors/valves. During the month of June, the project crew completed the installation of the first 125 HP pump. At the time of this report, commissioning of the pump is scheduled for the week of 7/11/22. (See pictures below and on following page)





MEMORANDUM

July 7, 2022

Page 13

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

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the replacement of air release chamber components that have either failed or reached their end of life are being replaced. Air Release Valves provide an important function to forcemains. An Air Release Valve allows air to escape a forcemain when water fills the pipe under higher pressure so air does not become entrapped and restrict the flow of water. When flows reduce to the point where there is air space in the pipe, the air release opens to allow air to fill the empty parts of the forcemain so a vacuum does not occur. If a vacuum were to occur, the forcemain could collapse or at least restrict the flow of the water in the forcemain.

An air release/collection system team has been developed to evaluate all of the air releases in the Authority. The team consists of staff from each plant and is being supervised by Ed Pisani, Wastewater Forman, Cape May. The team is gathered once every 2-weeks and they evaluate air releases to determine which parts need to be replaced (air releases, valving, piping). Currently this team has evaluated all the air releases in the Cape May Region, the air releases along Avalon Boulevard in the Seven Mile Region, and has completed the evaluation of 90% of Wildwood Region (see picture below). Due to the forthcoming traffic, these evaluations are on hold until Fall as well as the installation of replacement parts.

Three air releases were identified as needing replacement, due to leaking, prior to summer on Bay Avenue in Ocean City. The pictures below are of the air release crew and Ocean City staff replacing air releases at 9th Street and 22nd Street.



22nd Street air release (left) and leaking air release at 9th Street prior to replacement (right)

MEMORANDUM

July 7, 2022

Page 14

Mechanical Bar Screen Bypass Channel Gate Replacement at Wildwood Lower:

During the replacement of the mechanical bar screens at the Wildwood/Lower Facility, all of the slides gates that direct flow in the influent facility were also replaced. The largest of the gates is located in the bypass channel, which is so big that it was more feasible to fabricate new than to procure. The Project Crew's skilled welders fabricated the gate and the pictures below represent its installation.



3.2 Repair and Maintenance Projects

Landscape improvements at Pump Stations in Seven Mile Region

In an effort to reduce labor time spent maintaining lawn at the pump stations, Seven Mile staff has installed stone around 39th Street and Burleigh Pump Stations.



39th St Pump Station (left) and Burleigh Pump Station (right)

MEMORANDUM

July 7, 2022

Page 16

Seven Mile Middle Facility touch ups:

The staff at Seven mile Middle painted the speed bumps throughout the facility.



Wet Well cleaning

The 69th Street Pump Station had both wells isolated and vacced clean in preparation for the peak season. In addition, the crew took the time to pressure wash the landing and walls of the wet well clean.



MEMORANDUM

July 7, 2022

Page 17

Installation of New Ventilation Fans at Wildwood/Lower

Plant staff fitted and installed life safety ventilation fans on the primary and secondary sludge galleries as well as the primary and secondary scum galleries. Over the last 2 months all life safety ventilation fans have been replaced at Wildwood.



Primary and secondary scum gallery ventilation fans installed

RBC Refurbishments at Wildwood/Lower

Over the off season, plant staff have focused on refurbishing eleven (11) RBC bays that would be used to treat peak summer flows. The refurbishments included bearing replacements, gearbox replacements, shafts repairs, and media replacement. All in all, the mechanical staff has replaced twenty five (25) bearings, two (2) gearboxes, eight (8) motors, and repaired twelve (12) shafts. The ability to perform these repairs represents a significant cost savings to the Authority compared to having an outside contractor complete this work.



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

Unaudited

COMPARISON TO 2022 BUDGET

COMPARISON TO PREVIOUS YEAR

Solid Waste Type	1	2	3	4	5	6	7	8	9	COMPARISON TO PREVIOUS YEAR				14
	Annual Budgeted Tons	June Budgeted Tons	June Actual Tons	Current vs. Budgeted Month Tons	Current vs. Budgeted Month %	Year to Date Budgeted Tons	Year to Date Actual Tons	YTD Actual vs. Budgeted Tons	YTD Actual vs. Budgeted %	2021 Budgeted Tons	June 2022 vs June 2021 Actual Tons	June 2022 vs June 2021 %	YTD 2022 vs YTD 2021 Actual Tons	YTD 2022 vs YTD 2021 %
10 - Municipal	93,000	30,525	10,661	136	1.3%	38,451	39,513	1,061	2.8%	89,633	-879	-7.6%	-2,356	-5.6%
13 - Dry Bulky	4,200	463	596	133	28.7%	2,031	2,819	788	38.8%	4,200	39	7.0%	391	16.2%
13C - Construction & Demolition	58,500	4,531	7,693	3,162	69.8%	28,527	45,246	16,719	58.6%	58,500	745	10.7%	-2,238	-4.7%
23 - Vegetative	250	23	138	115	500.0%	97	485	388	400.0%	250	89	181.6%	209	75.7%
25 - Animal and Food Processing	548	66	138	72	109.1%	264	531	267	101.1%	817	24	21.1%	114	27.3%
27 - Dry Industrial	500	48	64	16	33.3%	315	410	95	30.2%	500	-12	-15.8%	-56	-12.0%
27A - Asbestos	619	27	31	6	22.2%	295	306	10	3.4%	619	9	37.5%	130	29.9%
Total	157,677	15,683	19,323	3,640	23.2%	69,981	89,309	19,328	27.6%	154,549	15	0.1%	-4,064	-4.4%
Recycling Type														
135R - Tires	94	5	7	2	40.0%	42	65	23	54.8%	94	1	16.7%	9	16.1%
137L - Overized Tires	50	1	1	0	0.0%	13	25	12	92.3%	50	-7	-87.5%	8	47.1%
23BC - Bed Cleanout	2,000	22	338	316	1456.4%	1,531	1,968	437	28.5%	1,000	79	30.5%	230	13.2%
23H - Brush, Branches	3,500	275	373	98	35.6%	1,845	1,898	53	2.9%	2,477	134	56.1%	162	9.3%
23C - Leaves & Grass	2,700	373	406	33	8.8%	1,383	2,278	845	61.1%	3,900	23	6.0%	259	33.2%
23S - Stumps	1,700	210	468	258	122.9%	1,070	3,417	2,347	219.3%	1,062	100	27.2%	1,206	54.5%
Total	10,044	886	1,593	707	79.8%	5,884	9,601	3,717	63.2%	8,583	330	26.1%	1,874	24.3%

Overall Tonnage to Date:

Waste and Recycling 167,671 16,569 20,916 4,347 26.2% 75,865 96,910 23,045 30.4%

R. Solid Waste Administration 2022

Revenue Through June 2022

Unaudited

COMPARISON TO 2022 BUDGET

COMPARISON TO PREVIOUS YEAR

Solid Waste Type	1	2	3	4	5	6	7	8	9	COMPARISON TO PREVIOUS YEAR				
	Annual Budgeted Revenue	June Budgeted Revenue	June Actual Revenue	Current vs. Budgeted Month Revenue	Current vs. Budgeted Month %	Year to Date Budgeted Revenue	Year to Date Actual Revenue	YTD Actual vs. Budgeted Revenue	YTD Actual vs. Budgeted %	2021 Budgeted Revenue	June 2022 vs June 2021 Revenue	June 2022 vs June 2021 %	YTD 2022 vs YTD 2021 Revenue	YTD 2022 vs YTD 2021 %
10 - Municipal	\$1,431,160	\$415,579	\$852,454	\$10,875	1.3%	\$1,074,621	\$3,159,459	\$44,838	2.8%	\$7,027,002	-\$52,051	-5.8%	-\$122,233	-1.7%
13 - Dry Bulky	\$335,832	\$37,021	\$47,656	\$10,635	28.7%	\$162,399	\$225,407	\$63,008	38.8%	\$329,196	\$1,998	0.2%	\$35,257	18.5%
13C - Construction & Demolition	\$5,344,560	\$413,952	\$702,832	\$288,880	69.8%	\$2,606,227	\$4,133,675	\$1,527,448	58.6%	\$5,151,510	\$90,991	1.4%	-\$47,766	-1.1%
23 - Vegetative	\$19,990	\$1,839	\$11,034	\$9,195	500.0%	\$7,756	\$38,761	\$31,024	400.0%	\$19,595	\$7,193	187.3%	\$17,148	79.3%
25 - Animal and Food Processing	\$43,818	\$5,277	\$11,034	\$5,757	109.1%	\$21,109	\$42,459	\$13,349	101.1%	\$64,006	\$2,099	23.5%	\$9,775	29.9%
27 - Dry Industrial	\$38,150	\$3,662	\$4,063	\$1,221	33.3%	\$24,035	\$31,283	\$7,249	30.2%	\$37,395	-\$801	-14.1%	-\$3,569	-10.2%
27A - Asbestos	\$84,424	\$3,624	\$4,429	\$805	22.2%	\$39,595	\$40,937	\$1,342	3.4%	\$81,361	\$1,325	42.7%	-\$15,330	-27.2%
Total	\$13,303,054	\$1,306,955	\$1,634,374	\$377,368	25.0%	\$5,935,742	\$7,672,008	\$1,736,268	29.3%	\$12,710,095	\$52,756	3.3%	-\$116,718	-1.6%
Recycling Type														
13R - Tires	\$35,250	\$1,875	\$2,625	\$750	40.0%	\$15,750	\$24,375	\$8,625	54.8%	\$33,840	\$465	21.5%	\$4,215	20.9%
13L - Overized Tires	\$21,250	\$425	\$425	\$0	0.0%	\$5,525	\$10,625	\$5,100	92.3%	\$20,500	-\$2,855	-87.0%	\$3,655	52.4%
21BC - Best Cleanout	\$74,000	\$814	\$12,506	\$11,692	2486.4%	\$56,647	\$72,816	\$16,169	28.5%	\$36,000	\$3,183	34.1%	\$10,248	16.4%
23H - Brush, Branches	\$129,500	\$10,175	\$13,801	\$3,626	35.6%	\$66,265	\$70,276	\$4,011	2.9%	\$89,172	\$5,197	60.4%	\$7,790	12.4%
23C - Leaves & Grass	\$35,100	\$4,849	\$5,278	\$429	8.8%	\$17,979	\$28,964	\$10,985	61.1%	\$48,750	\$490	10.2%	\$4,351	17.7%
23S - Stumps	\$15,500	\$3,150	\$7,020	\$3,870	122.9%	\$16,050	\$51,255	\$35,205	219.3%	\$15,399	\$1,684	31.6%	\$19,195	59.9%
Total	\$320,600	\$31,288	\$41,653	\$28,367	95.7%	\$180,216	\$258,261	\$78,045	43.3%	\$243,661	\$4,163	24.4%	\$49,394	21.6%

Overall Revenue to Date:

Waste and Recycling	\$13,623,654	\$1,328,243	\$1,675,979	\$347,735	26.2%	\$6,115,958	\$7,930,262	\$1,814,303	29.7%	\$12,953,756	\$60,919	3.8%	-\$77,374	-1.0%
---------------------	--------------	-------------	-------------	-----------	-------	-------------	-------------	-------------	-------	--------------	----------	------	-----------	-------

Cape May County Municipal Utilities Authority

RESOLUTION NO. 90-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT MUA-EQUIP-34-22 – PROCUREMENT OF PLCs, VFDs, ETO PRODUCTS AND ARCHITECTURE AND STARTUP SERVICES TO UNITED ELECTRIC SUPPLY COMPANY, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract MUA-EQUIP-34-22 – Procurement of PLCs, VFDs, ETO Products and Architecture and Startup Services ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bid on June 28, 2022; and,

WHEREAS, the Authority's Wastewater Program Manager and Solid Waste Program Manager have reviewed the bid submitted by the sole bidder, United Electric Supply Company, Inc., and have determined that it complies with the Technical Specifications of the Contract and recommends United Electric Supply Company, Inc. be awarded said Contract; and,

WHEREAS, the Authority's General Legal Counsel has reviewed the bid submitted by United Electric Supply Company, Inc., and has opined, after researching the applicable law, that United Electric Supply Company, Inc.'s bid complied with the Bid Specifications of said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that United Electric Supply Company, Inc., 10 Bellecor Drive, New Castle, DE 19720 is the lowest responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for said Contract in the not-to-exceed amount of \$1,500,000.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract MUA-EQUIP-34-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to United Electric Supply Company, Inc., at the total not-to-exceed amount of \$1,500,000.00.
3. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount under Contract MUA-EQUIP-34-22, Procurement of PLCs, VFDs, ETO Products and Architecture and Startup Services, 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 \$1,500,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 90-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Procurement of PLCs, VFDs, ETO Products and Architecture and Startup Services

Purpose and Scope of Contract: The purpose of this contract is to facilitate procurement of programmable logic controllers (PLCs) and variable frequency drives (VFDs) in order to maintain Authority installed equipment used in the pumping operations within the Wastewater and Solid Waste Programs. Retrofitting existing Motor Control Centers is vital in keeping operational equipment functioning. Schneider Electric offers retrofitting services on existing MCCs through the Engineered To Order (ETO) service. This contract applies a multiplier to all ETO quotes from the Schneider Electric Manufacturers Price for ETO products and services offered. On-site PLC and VFD Design and Product Application Assistance as well as On-Site Start-up Assistance is also part of the contract. Total amount bid and quantities are for bid evaluation purposes only.

PROCUREMENT INFORMATION

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

Contract Number: MUA-EQUIP-34-22 **Term of Contract:** One (1) Year **Option to Renew:** No
 Yes: Two (2) - One (1) year renewal options

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

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: \$1,500,000.00

Advertisement Date: May 27, 2022

Opening Date: June 28, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: United Electric Supply Co., Inc.

Address: 10 Bellecor Drive
New Castle, DE 19720

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$1,500,000.00

Contract Spending Previous Contract Year: WW - \$293,976.35; SW - \$0



Kevin W. McGahey, Purchasing Agent

07-07-2022

Date



Joshua Palombo, Wastewater Program Manager

7/6/22

Date



John R. Conturo, Solid Waste Program Manager

7/6/2022

Date



Joseph V. Rizzuto, Executive Director

07/05/22

Date

WADE, LONG, WOOD & LONG, LLC

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

John A. Moustakas †◇

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

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

July 6, 2022

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

**RE: Furnish and Deliver PLC's VFD's ETO Products and Architecture and Startup
Services
MUA-EQUIP-34-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submission with respect to Contract MUA-EQUIP-34-22 for the contract to Furnish and Deliver PLC's VFD's ETO Products and Architecture and Startup Services on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received one (1) bid for the Contract. The sole bid was submitted on Tuesday, June 28, 2022 at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>TOTAL AMOUNT FOR BID EVALUATION</u>
1. United Electric Supply Company, Inc.	\$170,126.60. (see below)

II. FACTUAL ANALYSIS

The Authority intends to purchase various programmable logic controllers (PLC's) and variable frequency drives (VFD's), in order to maintain the Authority installed base of equipment used in the day to day operation of the wastewater treatment facilities supervisory control and data acquisition equipment. See Bid Specifications Section IV, Technical Specifications, Description. The purpose of the contract is to facilitate procurement of control equipment for pumping operations within the Authority Wastewater and Solid Waste Departments. It is anticipated, but not guaranteed, that multiple PLC's and VFD's will be purchased in order to maintain the installed base of over seventy-five (75) PLC's and one hundred fifty (150) VFD's and associated ancillary equipment. See Bid Specifications Section IV, Technical Specifications, Description.

The contract seeks a multiplier applied to all Engineered to Order (ETO) quotes from the Schneider Electric Manufacturers Price for ETO products and services offered. For the purposes of evaluation, the

RE: Furnish and Deliver PLC's VFD's ETO Products and Architecture and Startup Services
MUA-EQUIP-34-22

Bidders were instructed to provide a percent multiplier for a past Schneider ETO quote. The instructions further clarify that the percent multiplier on the proposal page is a way to mark down or mark up the manufacturer list price in order to determine the total price the Authority will pay for an item. By way of example if the Bidder wishes the total price to equal the manufacturer list price, the Bidder would enter 1.00 for the percent multiplier. If the Bidder wishes for the total price to be 10% less than the manufacturer list price, the Bidder would enter 0.90 for the percent multiplier. If the Bidder wishes for the total price to be 3% higher than the manufacturer list price, the Bidder would enter 1.03 for the percent multiplier. See Bid Specifications Section IV, Technical Specifications, Description.

The specifications provide that the contract will be awarded to the responsible bidder who submits the lowest bid evaluation contract price. No guarantee is given or implied as to the total quantity that will be requested during the contract period. See Bid Specifications Section IV, Technical Specifications, Contract Award.

The apparent low bidder for this contract is United Electric Supply Company, Inc. ("United Electric"). Upon review of the bid submitted by United Electric, totaling errors were uncovered within their proposal. Specifically, the specifications require the bidder to provide a percent multiplier to be applied to the provided list price, and it is the percent multiplier is the basis that is used to award the contract. Due to errors and/or rounding in the totaling, the bidder provided the amount of \$170,563.85 on the total amount bid line, instead of the correct amount of 170,126.60. The bid specifications explicitly provide that unit price shall prevail in the event of an error in extension and/or totaling. See Bid Specifications, Section II(11.7), General Instructions to Bidders, Contract Award. As such, the amount of United Electric for evaluation purposes is \$170,126.60. There were no additional defects uncovered from a legal perspective.

The bid was reviewed from a technical perspective by Mr. Robert Winder, Operations Coordinator on behalf of the Authority and Mr. Joshua Palombo, Wastewater Program Manager, on behalf of the Authority. Following their review, via correspondence dated July 5, 2022 and July 6, 2022, Mr. Winder and Mr. Palombo opined that the bid submitted by United Electric complied with the specifications from a technical perspective, and thereafter recommended the award of the contract for MUA-EQUIP-34-22 to United Electric.

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,

RE: Furnish and Deliver PLC's VFD's ETO Products and Architecture and Startup Services
MUA-EQUIP-34-22

extravagance, and corruption. Sevell v. New Jersey Highway Authority, 329 N.J.Super. 580, 584 (App.Div.2000).

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

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

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

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

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

"When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect

RE: Furnish and Deliver PLC's VFD's ETO Products and Architecture and Startup Services
MUA-EQUIP-34-22

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

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

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

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

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

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

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

As outlined above, there are no apparent defects within the bid submitted by United Electric. 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. UNITED ELECTRIC'S BID

Joseph V. Rizzuto
Executive Director
July 6, 2022
Page 5

RE: Furnish and Deliver PLC's VFD's ETO Products and Architecture and Startup Services
MUA-EQUIP-34-22

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

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

The bid submitted by United Electric 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 MUA-EQUIP-34-22 to Furnish and Deliver PLC's VFD's ETO Products and Architecture and Startup Services on behalf of the Authority be awarded to United Electric. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to United Electric subject to staff concurrence and the availability of funds.

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

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

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 91-22

RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO AIR PERMITTING ISSUES FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY (RFP-20-22) TO SCS ENGINEERS

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has a need for Consulting Engineering Services related to Air Permitting Issues for the Authority's Solid Waste and Wastewater Programs; and,

WHEREAS, the CMCMUA, on May 4, 2022, advertised a Request for Proposals, RFP-20-22, entitled "Professional Engineering Services Related to Air Permitting Issues for the Cape May County Municipal Utilities Authority" ("RFP"); and,

WHEREAS, Proposals were received from two (2) Engineering Firms; and,

WHEREAS, SCS Engineers submitted a Proposal on June 2, 2022 in response to the Authority's RFP solicited pursuant to the New Jersey Local Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et. seq.) to provide said services in accordance with the schedule of rates contained therein; and,

WHEREAS, following evaluation of the Proposals received, a Selection Committee consisting of Authority Staff has identified SCS Engineers, 53 South Main Street, Suite A, Medford, NJ 08055 as a firm which best meets the Engineering needs of the CMCMUA under the RFP; and,

WHEREAS, SCS Engineers has warranted that it is ready, willing and able to perform all necessary services and that it and/or members of its firm hold in good standing all of the necessary licenses for the lawful performance of said services within the State of New Jersey; and,

WHEREAS, the Authority desires to retain the services of SCS Engineers, Inc. for the purpose of providing Professional Engineering Services detailed in the RFP; and,

WHEREAS, the Local Public Contracts Law at N.J.S.A. 40A:11-5(1)(a)(i) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids, and the contract itself, must be available for public inspection; 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 that it hereby awards a Professional Services Contract to SCS Engineers to perform Professional Engineering Services Related to Air Permitting Issues in accordance with a Proposal submitted by said firm on June 2, 2022, the provisions therein to be incorporated into a contract to be executed and filed with the Authority's Office Manager.

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

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

2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute an agreement with SCS Engineers for Professional Engineering Services Related to Air Permitting Issues in accordance with the schedule of rates on file with the Authority's Office Manager in an amount not-to-exceed \$100,000.00.
3. The term of this Agreement shall be for a period of one (1) year after execution of said Agreement by all parties.
4. This Contract is awarded without competitive bidding as a professional service pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, since the Contract involves services performed by persons authorized by law to practice a recognized profession.
5. This Contract is awarded through a fair and open process pursuant to N.J.S.A 19:44A-20.4 et seq. of the Local Unit Pay-To-Play Law.
6. A copy of this Resolution, or a notice thereof, shall be published in an official Authority newspaper.
7. The Contract executed by authority of this Resolution will be made available for public inspection.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Professional Engineering Services Related to Air Permitting Issues under Contract RFP-20-22 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 \$100,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 91-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Professional Engineering Services Related to Air Permitting Issues for the Cape May County Municipal Utilities Authority

Purpose and Scope of Contract: The purpose and scope of this contract is to provide professional engineering consulting services on air pollution permits issued by the NJDEP and USEPA for several odor control devices, standby generators, and air pollution control equipment at Wastewater and Solid Waste facilities; provide the Authority with evaluation reports as needed for the landfill gas collection system; and assist the Authority in the evaluation of possible purchases and procurement of items that make-up the landfill gas collection system.

PROCUREMENT INFORMATION

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

Contract Number: RFP-20-22 **Term of Contract:** One (1) Year **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$100,000.00

Advertisement Date: May 4, 2022

Opening Date: June 2, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: SCS Engineers

Address: 53 South Main Street
 Suite A
 Medford, NJ 08055

BUDGET INFORMATION



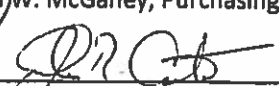
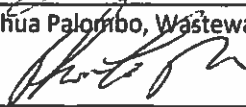

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$100,000.00

Contract Spending Previous Contract Year: \$11,733.00

 _____ Kevin W. McGahey, Purchasing Agent	07-07-2022 _____ Date	 _____ Joshua Palombo, Wastewater Program Manager	7/6/22 _____ Date
 _____ John R. Conturo, Solid Waste Program Manager	7/6/2022 _____ Date	 _____ Thomas J. LaRocco, P.E., Chief Engineer	7/6/22 _____ Date
 _____ Joseph V. Rizzuto, Executive Director	07/07/22 _____ Date		

Cape May County Municipal Utilities Authority

RESOLUTION NO. 92-22

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 1 TO CONTRACT RFP-06-22 – PROFESSIONAL ENGINEERING SERVICES – OCEAN CITY REGION - REPORT: IMPACT OF INCREASED WASTEWATER FLOW FROM UPPER TOWNSHIP TO THE OCEAN CITY WASTEWATER TREATMENT FACILITY WITH MOTT MACDONALD

BE IT RESOLVED by the Members of the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") that the following Change Order, recommended by the CMCMUA's Chief Engineer, regarding Contract RFP-06-22 – Professional Engineering Services – Ocean City Region - Report: Impact of Increased Wastewater Flow from Upper township to the Ocean City Wastewater Treatment Facility with Mott MacDonald is hereby approved:

A. Change Order No. 1

Net Change in Contract Amount: Increase total amount by \$35,000.00.

Work Involved: This Change Order represents a budget increase for additional sampling and testing of wastewater flows at various locations and dates within the Ocean City Wastewater Treatment Facility to the Consultant's scope of work.

Impact on Contract Schedule: No Change

BE IT FURTHER RESOLVED, that the Authority's Executive Director or Deputy Director are authorized to execute any documents necessary to complete this authorization.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 92-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Program: Wastewater Solid Waste Administration

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

Project Name/Contract Number: Professional Engineering Services - Ocean City Region – Report: Impact of Increased Wastewater Flow from Upper Township to the Ocean City Wastewater Treatment Facility (RFP-06-22)

Original Purpose and Scope of Contract: The purpose of this RFP is to acquire the professional services necessary to determine the impact to the Ocean City Region Wastewater Treatment Facility and associated conveyances, in terms of initial and operating costs, that additional wastewater flow from Upper Township may have, in addition to other scenarios as detailed in the RFP.

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Mott MacDonald

Address: 3 Paragon Way
Freehold, NJ 07728

CHANGE ORDER INFORMATION

Change Order Number: 1

Change Order Scope: Increases the not-to-exceed contract value from \$178,014.00 to \$213,014.00

Change Order Description: Adds sampling and testing of wastewater flows at various locations and dates within the Ocean City Wastewater Treatment Facility to the Consultant's scope of work.

Original Contract Value: \$178,014.00

Value of this Change Order: \$35,000.00

Cumulative Change Order Value, including this Change Order: \$35,000.00


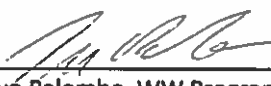
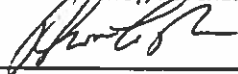
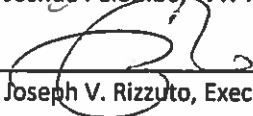
New Contract Value, including this Change Order: \$213,014.00

Contract Completion Date Prior to this Change Order: Completion of Study

Time Extension, this Change Order: 0 Calendar Days

Total Change Order Contract Time Extension: 0 Calendar Days

Cumulative Change Order % of Original Contract: 19.7%

 _____ Kevin W. McGonhey, Purchasing Agent	Date	 _____ Joshua Palombe, WW Program Manager	Date
	07-07-2022		7/6/22
 _____ Thomas J. LaRocco, Chief Engineer	Date	 _____ Joseph V. Rizzuto, Executive Director	Date
	7/6/2022		07/06/22

Cape May County Municipal Utilities Authority

RESOLUTION NO. 93-22

RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT MUA-EQUIP-55-21 WITH FERGUSON ENTERPRISES, LLC. – FURNISH AND DELIVER HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND ASSORTED FITTINGS PURSUANT TO RESOLUTION NO. 152-21

WHEREAS, on December 1, 2021, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 152-21 awarding Ferguson Enterprises, LLC. Contract MUA-EQUIP-55-21 – Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings ("Contract"); and,

WHEREAS, said Contract contains an option provision which would permit the Authority and Ferguson Enterprises, LLC. to continue the Contract, by mutual consent, without change in price, terms or conditions, for two (2) additional 6-month periods; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the Authority is desirous of executing the first 6-month extension of the Contract with Ferguson Enterprises, LLC. without change in price, terms or conditions and, therefore, the Authority wishes to continue the Contract;

WHEREAS, compensation to Ferguson Enterprises, LLC. under the continuation of said Contract authorized by this Resolution will be provided based upon the allowances contained in the Proposal submitted on November 9, 2021, by Ferguson Enterprises, LLC., for said Contract (total not-to-exceed amount of \$275,000.00); and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract MUA-EQUIP-55-21 is extended through January 19, 2023.
3. The total not-to-exceed budget of \$275,000.00 for this extended 6-month term for all services provided by Ferguson Enterprises, LLC. under Contract MUA-EQUIP-55-21 is based upon the allowances contained in Ferguson Enterprises, LLC.'s Proposal submitted on November 9, 2021, subject to Year 2022 and Year 2023 Wastewater and Solid Waste Management Programs 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 for Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings under Contract MUA-EQUIP-55-21 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 \$275,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 93-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings
Purpose and Scope of Contract: The purpose and scope of this Contract is to procure various sizes of HDPE pipe, miscellaneous HDPE fittings, and for the rental of an HDPE pipe fusion welder for use in the continued construction and upgrades of the leachate and landfill gas management systems at the Secure Sanitary Landfill, as well as projects at the Wastewater Treatment Facilities. Quantities listed in the Contract are estimates and are for bidding purposes only and are not a guarantee to the actual quantities that may be purchased.

PROCUREMENT INFORMATION

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

Contract Number: MUA-EQUIP-55-21 **Term of Contract:** Six (6) months **Option to Renew:** No
 Yes: Two (2) – Six (6) month renewal options

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$275,000.00

Advertisement Date: October 21, 2021 **Opening Date:** November 9, 2021

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

Recommendation: Award
 Exercise Six (6) month option to renew under original Contract Terms and Conditions,
Option Dates: July 20, 2022 through January 19, 2023; Options to Renew remaining: 1
 Reject, Basis:

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Ferguson Enterprises, LLC. **Address:** 190 Oberlin Avenue
Lakewood, NJ 08701


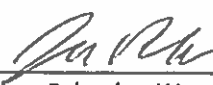
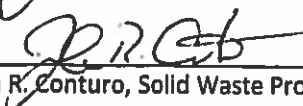

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

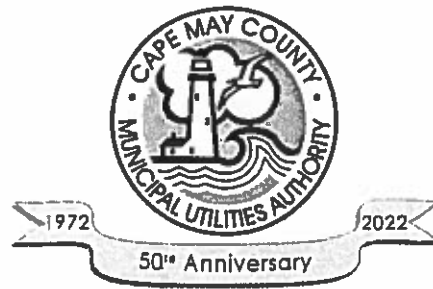
Funding:
 Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$275,000.00

Contract Spending Previous Contract Year: WW \$0; SW \$43,203.32

 Kevin W. McGahey, Purchasing Agent	<u>07-06-2022</u> Date	 Joshua Palombo, Wastewater Program Manager	<u>7/6/22</u> Date
 John R. Conturo, Solid Waste Program Manager	<u>7/6/2022</u> Date	 Joseph V. Rizzuto, Executive Director	<u>07/05/22</u> Date

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

May 24, 2022

Mr. John Mastrogiovanni
Municipal Outside Sales
Ferguson Enterprises, LLC.
190 Oberlin Avenue
Lakewood, NJ 08701

RE: Contract MUA-EQUIP-55-21: Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings – RENEWAL 1 of Two (2) Six (6) Month Renewal Options

Dear Mr. Mastrogiovanni:

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend Contract MUA-EQUIP-55-21, for an additional six (6) month 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 New Jersey Department of Community Affairs, Division of Local Government Services, calculates and publishes the index rate to be used for price adjustments. The last published index rate is 7.50% (Attachment 1). The original bid price list is now modified to reflect a 7.50% price increase (Attachment 2). The original contract agreement is also attached (Attachment 3).

If in concurrence of same, Ferguson Enterprises, LLC. will Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings, for an additional six (6) month period, from July 20, 2022 through January 19, 2023, at the same terms and conditions as set forth in the original Agreement, dated January 20, 2022, for a total Contract not to exceed amount of \$275,000.00.

Pursuant to New Jersey Public Law 2012, c. 25, "any person or entity that submits a bid or otherwise proposes to enter into or renew a contract..." must complete the enclosed Disclosure of Investment Activities in Iran certification form. Please complete this form and return it with the original signed copy of this letter.

In addition, a new Certificate of Liability Insurance naming the Authority as additional insured is required and the endorsement must be provided.


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


John Mastrogiovanni (Jun 27, 2022 15:39 EDT)

Signature

6/27/22

Date

John mastrogiovanni

Name (Please Print or Type)

KWM:

Attachments; Three (3)

c: Mr. John Conturo
Mr. Robert P. Donato
Ms. Ann McDevitt

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury-purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and 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 person or entity.

PLEASE CHECK THE APPROPRIATE BOX

I certify, pursuant to Public Law 2012, c. 25 that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the bid being rendered as non-responsive and appropriate penalties, fines and/or sanction will be assessed as provide by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____	Relationship to Bidder _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date: _____
Bidder Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 thereby 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, and 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.

Name of Bidder (Company): Ferguson

Full Name (Print): John mastrogiovanni

Signature: [Signature]

Title: Outside sales

Date: 06/27/2022

ATTACHMENT 1

LPCL - Current "Index Rate" – In Effect As Of January 28, 2022,

12 Noon

Recently Completed Quarter Calculation= 7.50%

(4th Quarter: October, November, December)

The index rate is based on the most *recently completed quarter calculation* and the calculation from the same quarter of the previous year. The rate of change between the quarters of the two years is the "rate."

Note: The most *recently completed quarter calculation* is effective as of noon on the date posted.

The Division makes every effort to post the most recently completed quarter calculation as close to the scheduled update. However, if a contract is due to expire near the end of a quarter, a local contracting unit can check the calculation using the data from the U.S. Department of Commerce's Bureau of Economic Analysis' website at:

<https://www.bea.gov/iTable/iTable.cfm?regid=19&step=2#regid=19&step=3&isuri=1&1921=survey&1903=97>

Instructions:

Click on Section 3

Select Table 3.9.4

Scroll down to State and Local (Line #33 may change)

Select furthest right-hand number and copy to column G

Copy prior year's same quarter to Column I

ATTACHMENT 2

ENGINEER'S ESTIMATE		ORIGINAL OPENING DATE		Ferguson US Holdings, Inc. dba Ferguson Enterprises, LLC			
CONTRACT NOT-TO-EXCEED BUDGET: \$275,000.00		TUESDAY, November 9, 2021 @ 2:00 P.M.					
CONTRACT NUMBER AND TITLE				ORIGINAL UNIT PRICE	ADJUSTED UNIT PRICE	EXT. PRICE	
ITEM	DESCRIPTION	QUANTITY					
PART A: HDPE PIPE							
1	16-INCH DIAMETER SOLID SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		33.37	35.87	717.40	
2	12-INCH DIAMETER SOLID SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		23.28	25.03	500.60	
3	10-INCH DIAMETER SOLID SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		20.60	22.15	443.00	
4	8-INCH DIAMETER SOLID SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		14.93	16.05	321.00	
5	6-INCH DIAMETER SOLID SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		12.50	13.44	268.80	
6	6-INCH DIAMETER PERFORATED SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		7.27	7.82	156.40	
7	6-INCH DIAMETER SLOTTED SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		7.33	7.88	157.60	
8	4-INCH DIAMETER SOLID SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		8.61	9.26	185.20	
9	3-INCH DIAMETER SOLID SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		7.69	8.27	165.40	
10	2-INCH DIAMETER SOLID SDR-17 HDPE PIPE (PER LINEAR FOOT)	20		7.23	7.77	155.40	
11	ALLOWANCE FOR ADDITIONAL ITEMS, NOT LIMITED TO ABOVE ITEMS, THAT MAY BE PURCHASED	1		20,000.00	21500.00	21500.00	
				TOTAL ADJUSTED AMOUNT PART A		\$	24,570.80
PART B: HDPE FITTINGS							
1	16-INCH BY 16-INCH DIAMETER SDR-11 HDPE TEE	1		554.15	595.71	595.71	
2	16-INCH BY 12-INCH DIAMETER SDR-11 HDPE TEE	1		948.22	1019.34	1019.34	
3	16-INCH BY 10-INCH DIAMETER SDR-11 HDPE TEE	1		835.74	898.42	898.42	
4	16-INCH BY 8-INCH DIAMETER SDR-11 HDPE TEE	1		646.04	694.49	694.49	
5	16-INCH BY 6-INCH DIAMETER SDR-11 HDPE TEE	1		328.48	353.12	353.12	
6	16-INCH BY 4-INCH DIAMETER SDR-11 HDPE TEE	1		321.93	346.07	346.07	
7	16-INCH BY 12-INCH DIAMETER SDR-11 HDPE REDUCER	1		466.44	501.42	501.42	
8	16-INCH DIAMETER SDR-11 HDPE CAP	1		555.62	597.29	597.29	
9	16-INCH SDR-11 HDPE 90 DEGREE ELBOW	1		371.21	399.05	399.05	
10	16-INCH DIAMETER SDR-11 HDPE 45 DEGREE ELBOW	1		248.79	267.45	267.45	
11	16-INCH DIAMETER SDR-11 HDPE 30 DEGREE ELBOW	1		155.00	166.63	166.63	

ATTACHMENT 2

ENGINEER'S ESTIMATE		ORIGINAL OPENING DATE		Ferguson US Holdings, Inc. dba Ferguson Enterprises, LLC			
CONTRACT NOT-TO-EXCEED BUDGET: \$275,000.00		TUESDAY, November 9, 2021 @ 2:00 P.M.					
CONTRACT NUMBER AND TITLE				ORIGINAL UNIT PRICE	ADJUSTED UNIT PRICE	EXT. PRICE	
ITEM	DESCRIPTION	QUANTITY	ORIGINAL UNIT PRICE	ADJUSTED UNIT PRICE	EXT. PRICE		
12	16-INCH DIAMETER SDR-11 HDPE FLANGE ADAPTOR WITH 316 SS BOLT SET, DI BACK-UP RING AND VITON GASKET	1	819.04	880.47	880.47		
13	16-INCH DIAMETER BLIND FLANGE	1	152.88	164.35	164.35		
14	16-INCH DIAMETER SDR-11 HDPE ELECTRO FUSION COUPLING	1	523.26	562.50	562.50		
15	16-INCH DIAMETER SDR-11 HDPE BALL VALVE	1	5,907.00	6350.03	6350.03		
16	12-INCH BY 12-INCH DIAMETER SDR-11 HDPE TEE	1	563.77	606.05	606.05		
17	12-INCH BY 10-INCH DIAMETER SDR-11 HDPE TEE	1	721.31	775.41	775.41		
18	12-INCH BY 8-INCH DIAMETER SDR-11 HDPE TEE	1	541.46	582.07	582.07		
19	12-INCH BY 6-INCH DIAMETER SDR-11 HDPE TEE	1	346.61	372.61	372.61		
20	12-INCH BY 4-INCH DIAMETER SDR-11 HDPE TEE	1	249.37	268.07	268.07		
21	12-INCH BY 10-INCH DIAMETER SDR-11 HDPE REDUCER	1	138.90	149.32	149.32		
22	12-INCH DIAMETER SDR-11 HDPE CAP	1	254.89	274.01	274.01		
23	12-INCH DIAMETER SDR-11 HDPE 90 DEGREE ELBOW	1	373.74	401.77	401.77		
24	12-INCH DIAMETER SDR-11 HDPE 45 DEGREE ELBOW	1	373.74	401.77	401.77		
25	12-INCH DIAMETER SDR-11 HDPE 30 DEGREE ELBOW	1	164.45	176.78	176.78		
26	12-INCH DIAMETER SDR-11 HDPE 22 DEGREE ELBOW	1	88.44	95.07	95.07		
27	12-INCH DIAMETER SDR-11 HDPE FLANGE ADAPTOR WITH 316 SS BOLT SET, DI BACKUP RING AND VITON GASKET	1	481.10	517.18	517.18		
28	12-INCH DIAMETER SDR-11 HDPE BLIND FLANGE	1	114.66	123.26	123.26		
29	12-INCH DIAMETER SDR-11 HDPE ELECTRO FUSION COUPLING	1	317.30	341.10	341.10		
30	12-INCH DIAMETER SDR-11 HDPE BALL VALVE	1	3,902.40	4195.08	4195.08		
31	10-INCH BY 10-INCH DIAMETER SDR-11 HDPE TEE	1	351.43	377.79	377.79		
32	10-INCH BY 8-INCH DIAMETER SDR-11 HDPE TEE	1	438.90	471.82	471.82		
33	10-INCH BY 6-INCH DIAMETER SDR-11 HDPE TEE	1	217.70	234.03	234.03		
34	10-INCH BY 4-INCH DIAMETER SDR-11 HDPE TEE	1	221.35	237.95	237.95		
35	10-INCH BY 8-INCH DIAMETER SDR-11 HDPE REDUCER	1	92.99	99.96	99.96		
36	10-INCH DIAMETER SDR-11 HDPE CAP	1	237.50	255.31	255.31		

ATTACHMENT 2

ENGINEER'S ESTIMATE		ORIGINAL OPENING DATE		Ferguson US Holdings, Inc. dba Ferguson Enterprises, LLC			
CONTRACT NOT-TO-EXCEED BUDGET: \$275,000.00		TUESDAY, November 9, 2021 @ 2:00 P.M.					
CONTRACT NUMBER AND TITLE				ORIGINAL UNIT PRICE	ADJUSTED UNIT PRICE	EXT. PRICE	
ITEM	DESCRIPTION	QUANTITY					
37	10-INCH DIAMETER SDR-11 HDPE 90 DEGREE ELBOW	1		339.15	364.59	364.59	
38	10-INCH DIAMETER SDR-11 HDPE 45 DEGREE ELBOW	1		304.00	326.80	326.80	
39	10-INCH DIAMETER SDR-11 HDPE 30 DEGREE ELBOW	1		118.30	127.17	127.17	
40	10-INCH DIAMETER SDR-11 HDPE 22 DEGREE ELBOW	1		94.79	101.90	101.90	
41	10-INCH DIAMETER SDR-11 HDPE FLANGE ADAPTOR WITH 316 SS BOLT SET, DI BACKUP RING AND VITON GASKET	1		397.34	427.14	427.14	
42	10-INCH DIAMETER SDR-11 HDPE BLIND FLANGE	1		78.26	84.13	84.13	
43	10-INCH DIAMETER SDR-11 HDPE ELECTRO FUSION COUPLING	1		206.40	221.88	221.88	
44	10-INCH DIAMETER SDR-11 HDPE BALL VALVE	1		3,684.00	3960.30	3960.30	
45	8-INCH BY 8-INCH DIAMETER SDR-11 HDPE TEE	1		165.10	177.48	177.48	
46	8-INCH BY 6-INCH DIAMETER SDR-11 HDPE TEE	1		232.70	250.15	250.15	
47	8-INCH BY 4-INCH DIAMETER SDR-11 HDPE TEE	1		202.35	217.53	217.53	
48	8-INCH BY 6-INCH DIAMETER SDR-11 HDPE REDUCER	1		60.69	65.24	65.24	
49	8-INCH DIAMETER SDR-11 HDPE CAP	1		54.38	58.46	58.46	
50	8-INCH DIAMETER SDR-11 HDPE 90 DEGREE ELBOW	1		135.43	145.59	145.59	
51	8-INCH DIAMETER SDR-11 HDPE 45 DEGREE ELBOW	1		135.57	145.74	145.74	
52	8-INCH DIAMETER SDR-11 HDPE 30 DEGREE ELBOW	1		87.36	93.91	93.91	
53	8-INCH DIAMETER SDR-11 HDPE 22 DEGREE ELBOW	1		109.25	117.44	117.44	
54	8-INCH DIAMETER SDR-11 HDPE FLANGE ADAPTOR WITH 316 SS BOLT SET, DI BACKUP RING AND VITON GASKET	1		221.47	238.08	238.08	
55	8-INCH DIAMETER SDR-11 HDPE BLIND FLANGE	1		48.23	51.85	51.85	
56	8-INCH DIAMETER SDR-11 HDPE ELECTRO FUSION COUPLING	1		112.88	121.35	121.35	
57	8-INCH DIAMETER SDR-11 HDPE BALL VALVE	1		957.60	1029.42	1029.42	
58	6-INCH BY 6-INCH DIAMETER SDR-11 HDPE TEE	1		59.67	64.15	64.15	
59	6-INCH BY 4-INCH DIAMETER SDR-11 HDPE TEE	1		103.74	111.52	111.52	
60	6-INCH BY 3-INCH DIAMETER SDR-11 HDPE TEE	1		103.74	111.52	111.52	
61	6-INCH BY 2-INCH DIAMETER SDR-11 HDPE TEE	1		103.74	111.52	111.52	
62	6-INCH BY 4-INCH DIAMETER SDR-11 HDPE REDUCER	1		34.59	37.18	37.18	

ATTACHMENT 2

ENGINEER'S ESTIMATE		ORIGINAL OPENING DATE		Ferguson US Holdings, Inc. dba Ferguson Enterprises, LLC			
CONTRACT NOT-TO-EXCEED BUDGET: \$275,000.00		TUESDAY, November 9, 2021 @ 2:00 P.M.					
CONTRACT NUMBER AND TITLE							
MUA-EQUIP-55-21-RENEWAL 1 - INDEX RATE ADJUSTMENT 7.5%							
FURNISH AND DELIVER HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND ASSORTED FITTINGS							
ITEM	DESCRIPTION	QUANTITY	ORIGINAL UNIT PRICE	ADJUSTED UNIT PRICE	EXT. PRICE		
63	6-INCH DIAMETER SDR-11 HDPE CAP	1	34.91	37.53	37.53		
64	6-INCH DIAMETER SDR-11 HDPE 90 DEGREE ELBOW	1	51.09	54.92	54.92		
65	6-INCH DIAMETER SDR-11 HDPE 45 DEGREE ELBOW	1	50.07	53.83	53.83		
66	6-INCH DIAMETER SDR-11 HDPE 30 DEGREE ELBOW	1	54.60	58.70	58.70		
67	6-INCH DIAMETER SDR-11 HDPE 22 DEGREE ELBOW	1	71.25	76.59	76.59		
68	6-INCH DIAMETER SDR-11 HDPE FLANGE ADAPTOR WITH 316 SS BOLT SET, DI BACKUP RING AND VITON GASKET	1	168.20	180.82	180.82		
69	6-INCH DIAMETER SDR-11 HDPE BLIND FLANGE	1	34.58	37.17	37.17		
70	6-INCH DIAMETER SDR-11 HDPE ELECTRO FUSION COUPLING	1	79.72	85.70	85.70		
71	6-INCH DIAMETER SDR-11 HDPE BALL VALVE	1	450.00	483.75	483.75		
72	4-INCH BY 4-INCH DIAMETER SDR-11 HDPE TEE	1	24.15	25.96	25.96		
73	4-INCH BY 3-INCH DIAMETER SDR-11 HDPE TEE	1	41.90	45.04	45.04		
74	4-INCH BY 2-INCH DIAMETER SDR-11 HDPE TEE	1	41.90	45.04	45.04		
75	4-INCH BY 2-INCH DIAMETER SDR-11 HDPE REDUCER	1	14.79	15.90	15.90		
76	4-INCH DIAMETER SDR-11 HDPE CAP	1	13.55	14.57	14.57		
77	4-INCH DIAMETER SDR-11 HDPE 90 DEGREE ELBOW	1	17.44	18.75	18.75		
78	4-INCH DIAMETER SDR-11 HDPE 45 DEGREE ELBOW	1	17.55	18.87	18.87		
79	4-INCH DIAMETER SDR-11 HDPE 30 DEGREE ELBOW	1	32.76	35.22	35.22		
80	4-INCH DIAMETER SDR-11 HDPE 22 DEGREE ELBOW	1	56.03	60.23	60.23		
81	4-INCH DIAMETER SDR-11 HDPE FLANGE ADAPTOR WITH 316 SS BOLT SET, DI BACKUP RING AND VITON GASKET	1	107.98	116.08	116.08		
82	4-INCH DIAMETER SDR-11 HDPE BLIND FLANGE	1	25.48	27.39	27.39		
83	4-INCH DIAMETER SDR-11 HDPE ELECTRO FUSION COUPLING	1	32.58	35.02	35.02		
84	4-INCH DIAMETER SDR-11 HDPE BALL VALVE	1	210.00	225.75	225.75		
85	3-INCH BY 3-INCH DIAMETER SDR-11 HDPE TEE	1	15.05	16.18	16.18		
86	3-INCH BY 2-INCH SDR-11 HDPE TEE	1	25.94	27.89	27.89		
87	3-INCH BY 2-INCH DIAMETER SDR-11 HDPE REDUCER	1	9.86	10.60	10.60		

ATTACHMENT 2

ENGINEER'S ESTIMATE		ORIGINAL OPENING DATE		Ferguson US Holdings, Inc. dba Ferguson Enterprises, LLC			
CONTRACT NOT-TO-EXCEED BUDGET: \$275,000.00		TUESDAY, November 9, 2021 @ 2:00 P.M.					
CONTRACT NUMBER AND TITLE							
MUA-EQUIP-55-21-RENEWAL 1 - INDEX RATE ADJUSTMENT 7.5%							
FURNISH AND DELIVER HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND ASSORTED FITTINGS							
ITEM	DESCRIPTION	QUANTITY	ORIGINAL UNIT PRICE	ADJUSTED UNIT PRICE	EXT. PRICE		
88	3-INCH DIAMETER SDR-11 HDPE CAP	1	6.26	6.73	6.73		
89	3-INCH DIAMETER SDR-11 HDPE 90 DEGREE ELBOW	1	14.77	15.88	15.88		
90	3-INCH DIAMETER SDR-11 HDPE 45 DEGREE ELBOW	1	14.76	15.87	15.87		
91	3-INCH DIAMETER SDR-11 HDPE 30 DEGREE ELBOW	1	27.30	29.35	29.35		
92	3-INCH DIAMETER SDR-11 HDPE 22 DEGREE ELBOW	1	47.50	51.06	51.06		
93	3-INCH DIAMETER SDR-11 HDPE FLANGE ADAPTOR WITH 316 SS BOLT SET, DI BACKUP RING AND VITON GASKET	1	67.05	72.08	72.08		
94	3-INCH DIAMETER SDR-11 HDPE BLIND FLANGE	1	14.56	15.65	15.65		
95	3-INCH DIAMETER SDR-11 HDPE ELECTRO FUSION COUPLING	1	20.84	22.40	22.40		
96	3-INCH DIAMETER SDR-11 HDPE BALL VALVE	1	122.40	131.58	131.58		
97	2-INCH BY 2-INCH DIAMETER SDR-11 HDPE TEE	1	9.71	10.44	10.44		
98	2-INCH DIAMETER SDR-11 HDPE CAP	1	3.14	3.38	3.38		
99	2-INCH DIAMETER SDR-11 HDPE 90 DEGREE ELBOW	1	9.26	9.95	9.95		
100	2-INCH DIAMETER SDR-11 HDPE 45 DEGREE ELBOW	1	7.09	7.62	7.62		
101	2-INCH DIAMETER SDR-11 HDPE 30 DEGREE ELBOW	1	23.66	25.43	25.43		
102	2-INCH DIAMETER SDR-11 HDPE 22 DEGREE ELBOW	1	38.00	40.85	40.85		
103	2-INCH DIAMETER SDR-11 HDPE FLANGE ADAPTOR WITH 316 SS BOLT SET, DI BACKUP RING AND VITON GASKET	1	50.16	53.92	53.92		
104	2-INCH DIAMETER SDR-11 HDPE BLIND FLANGE	1	12.74	13.70	13.70		
105	2-INCH DIAMETER SDR-11 HDPE ELECTRO FUSION COUPLING	1	12.03	12.93	12.93		
106	2-INCH DIAMETER SDR-11 HDPE BALL VALVE	1	64.80	69.66	69.66		
107	ALLOWANCE FOR ADDITIONAL ITEMS, NOT LIMITED TO ABOVE ITEMS, THAT MAY BE PURCHASED	1	30,000.00	32250.00	32,250.00		
			TOTAL ADJUSTED AMOUNT FOR PART B		\$	68,180.77	
PART C: MCELROY HDPE PIPEWELDER RENTAL		DAILY	ADJUSTED DAILY	MONTHLY	ADJUSTED MONTHLY		
1	6-18 FUSION MACHINE (6" TO 18") SELF CONTAINED WITH ENGINE POWER GENERATOR	610.00	655.75	5,815.00	6251.13		

ATTACHMENT 2

ENGINEER'S ESTIMATE		ORIGINAL OPENING DATE		Ferguson US Holdings, Inc. dba Ferguson Enterprises, LLC	
CONTRACT NOT-TO-EXCEED		TUESDAY, November 9, 2021 @ 2:00 P.M.			
BUDGET: \$275,000.00					
CONTRACT NUMBER AND TITLE					
MUA-EQUIP-66-21-RENEWAL 1 - INDEX RATE ADJUSTMENT 7.5%					
FURNISH AND DELIVER HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND ASSORTED FITTINGS					
ITEM	DESCRIPTION	QUANTITY	ORIGINAL UNIT PRICE	ADJUSTED UNIT PRICE	EXT. PRICE
2	TRACSTAR NO 412 FUSION UNIT (4" TO 12") SELF CONTAINED WITH GENERATOR & SELF PROPELLED ALL TERRAIN	565.00	607.38	5,095.00	5477.13
3	4-12 FUSION UNIT (4" TO 12") SELF CONTAINED GENERATOR	497.50	534.81	4,015.00	4316.13
4	4-12 DYNAMIC 2 JAW HP FUSION MACHINE (4" TO 12")	422.50	454.19	2,815.00	3026.13
TOTAL AMOUNT FOR PART C			TOTAL ADJUSTED AMOUNT FOR PART C		\$ 21,322.65
			TOTAL ADJUSTED AMOUNT FOR PART A AND B AND C		\$ 114,074.22

ATTACHMENT 3

AGREEMENT

THIS AGREEMENT, made effective as of the 20th day of January, 2022, by and between the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, New Jersey 08210, hereinafter called "AUTHORITY" or "CMCMUA" and FERGUSON ENTERISES, LLC., 190 OBERLIN AVENUE, LAKEWOOD, NJ 08701, hereinafter called "BIDDER" or "CONTRACTOR".

WITNESSETH, that whereas the AUTHORITY intends to enter into this Agreement with FERGUSON ENTERISES, LLC. in accordance with the Specifications and Bid Documents which are attached hereto and made a part of this Agreement and are binding on both parties as if all terms and conditions contained in the Contract Documents are set forth in full in this Agreement.

CONTRACT MUA-EQUIP-55-21

Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings

Part A. HDPE Pipe

<u>Description of Item</u>	<u>Unit Price per Linear Foot</u>		<u>Estimated Quantity</u>	<u>Extended Price</u>
1. 16-inch diameter solid SDR-17 HDPE pipe	<u>\$ 33.37</u>	x	20 feet	<u>\$ 667.40</u>
2. 12-inch diameter solid SDR-17 HDPE pipe	<u>\$ 23.28</u>	x	20 feet	<u>=\$ 465.50</u>
3. 10-inch diameter solid SDR-17 HDPE pipe	<u>\$ 20.60</u>	x	20 feet	<u>=\$ 412.00</u>
4. 8-inch diameter solid SDR-17 HDPE pipe	<u>\$ 14.93</u>	x	20 feet	<u>=\$ 298.60</u>
5. 8-inch diameter solid SDR-17 HDPE pipe	<u>\$ 12.50</u>	x	20 feet	<u>=\$ 250.00</u>
6. 6-inch diameter perforated SDR-17 HDPE pipe	<u>\$ 7.27</u>	x	20 feet	<u>=\$ 145.40</u>
7. 6-inch diameter slotted SDR-17 HDPE pipe	<u>\$ 7.33</u>	x	20 feet	<u>=\$ 146.60</u>
8. 4-inch diameter solid SDR-17 HDPE pipe	<u>\$ 8.61</u>	x	20 feet	<u>=\$ 172.20</u>
9. 3-inch diameter solid SDR-17 HDPE pipe	<u>\$ 7.69</u>	x	20 feet	<u>=\$ 153.80</u>
10. 2-inch diameter solid SDR-17 HDPE pipe	<u>\$ 7.23</u>	x	20 feet	<u>=\$ 144.60</u>
11. Allowance for additional items, not limited to above items, that may be purchased.....				<u>\$ 20,000.00</u>
Total Amount Bid for Part A (for Bid Evaluation Only) Sum of Lines 1 through 11).....				<u>\$ 22,856.20</u>

Twenty-Two Thousand Eight Hundred Fifty-Six Dollars and Twenty Cents

(Total Amount Bid for Part A for Bid Evaluation Only in Words)

Part B. HDPE Fittings

<u>Description of Item</u>	<u>Unit Price - Each</u>		<u>Estimated Quantity</u>	<u>Extended Price</u>
1. 16-inch by 16-inch diameter SDR-11 HDPE Tee	\$ 554.15	x	1	= \$ 554.15
2. 16-inch by 12-inch diameter SDR-11 HDPE Tee	\$ 948.22	x	1	= \$ 948.22
3. 16-inch by 10-inch diameter SDR-11 HDPE Tee	\$ 835.74	x	1	= \$ 835.74
4. 16-inch by 8-inch diameter SDR-11 HDPE Tee	\$ 646.04	x	1	= \$ 646.04
5. 16-inch by 6-inch diameter SDR-11 HDPE Tee	\$ 328.48	x	1	= \$ 328.48
6. 16-inch by 4-inch diameter SDR-11 HDPE Tee	\$ 321.93	x	1	= \$ 321.93
7. 16-inch by 12-inch diameter SDR-11 HDPE Reducer	\$ 466.44	x	1	= \$ 466.44
8. 16-inch diameter SDR-11 HDPE Cap	\$ 555.62	x	1	= \$ 555.62
9. 16-inch diameter SDR-11 HDPE 90 Degree Elbow	\$ 371.21	x	1	= \$ 371.21
10. 16-inch diameter SDR-11 HDPE 45 Degree Elbow	\$ 248.79	x	1	= \$ 248.79
11. 16-inch diameter SDR-11 HDPE 30 Degree Elbow	\$ 155.00	x	1	= \$ 155.00
12. 16-inch diameter SDR-11 HDPE Flange Adaptor with 316 SS Bolt Set, DI Back-Up Ring and Viton Gasket	\$ 819.04	x	1	= \$ 819.04
13. 16-inch diameter Blind Flange	\$ 152.88	x	1	= \$ 152.88
14. 16-inch diameter SDR-11 HDPE Electro Fusion Coupling	\$ 523.26	x	1	= \$ 523.26
15. 16-inch diameter SDR-11 HDPE Ball Valve	\$ 5,907.00	x	1	= \$ 5,907.00
16. 12-inch by 12-inch diameter SDR-11 HDPE Tee	\$ 563.77	x	1	= \$ 563.77
17. 12-inch by 10-inch diameter SDR-11 HDPE Tee	\$ 721.31	x	1	= \$ 721.31
18. 12-inch by 8-inch diameter SDR-11 HDPE Tee	\$ 541.46	x	1	= \$ 541.46
19. 12-inch by 6-inch diameter SDR-11 HDPE Tee	\$ 346.61	x	1	= \$ 346.61
20. 12-inch by 4-inch diameter SDR-11 HDPE Tee	\$ 249.37	x	1	= \$ 249.37
21. 12-inch by 10-inch diameter SDR-11 HDPE Reducer	\$ 138.90	x	1	= \$ 138.90
22. 12-inch diameter SDR-11 HDPE Cap	\$ 254.89	x	1	= \$ 254.89

<u>Description of Item</u>	<u>Unit Price - Each</u>		<u>Estimated Quantity</u>	<u>Extended Price</u>
23. 12-inch diameter SDR-11 HDPE 90 degree Elbow	\$ 373.74	x	1	= \$ 373.74
24. 12-inch diameter SDR-11 HDPE 45 degree Elbow	\$ 373.74x	x	1	= \$ 373.74
25. 12-inch diameter SDR-11 HDPE 30 degree Elbow	\$ 164.45	x	1	= \$ 164.45
26. 12-inch diameter SDR-11 HDPE 22 degree Elbow	\$ 88.44	x	1	= \$ 88.44
27. 12-inch diameter SDR-11 HDPE Flange Adaptor with 316 ss bolt set, DI Backup Ring and Viton Gasket	\$ 481.10	x	1	= \$ 481.10
28. 12-inch diameter SDR-11 HDPE Blind Flange	\$ 114.66	x	1	= \$ 114.66
29. 12-inch diameter SDR-11 HDPE Electro Fusion Coupling	\$ 317.30	x	1	= \$ 317.30
30. 12-inch diameter SDR-11 HDPE Ball Valve	\$ 3,902.40	x	1	= \$ 3,902.40
31. 10-inch by 10-inch diameter SDR-11 HDPE Tee	\$ 351.43	x	1	= \$ 351.43
32. 10-inch by 8-inch diameter SDR-11 HDPE Tee	\$ 438.90	x	1	= \$ 438.90
33. 10-inch by 6-inch diameter SDR-11 HDPE Tee	\$ 271.70	x	1	= \$ 271.70
34. 10-inch by 4-inch diameter SDR-11 HDPE Tee	\$ 221.35	x	1	= \$ 221.35
35. 10-inch by 8-inch diameter SDR-11 HDPE Reducer	\$ 92.99	x	1	= \$ 92.99
36. 10-inch diameter SDR-11 HDPE Cap	\$ 237.50	x	1	= \$ 237.50
37. 10-inch diameter SDR-11 HDPE 90 degree Elbow	\$ 339.15	x	1	= \$ 339.15
38. 10-inch diameter SDR-11 HDPE 45 degree Elbow	\$ 304.00	x	1	= \$ 304.00
39. 10-inch diameter SDR-11 HDPE 30 degree Elbow	\$ 118.30	x	1	= \$ 118.30
40. 10-inch diameter SDR-11 HDPE 22 degree Elbow	\$ 94.79	x	1	= \$ 94.79
41. 10-inch diameter SDR-11 HDPE Flange Adaptor with 316 ss bolt set, DI Backup Ring and Viton gasket	\$ 397.34	x	1	= \$ 397.34
42. 10-inch diameter SDR-11 HDPE Blind Flange	\$ 78.26	x	1	= \$ 78.26
43. 10-inch diameter SDR-11 HDPE Electro Fusion Coupling	\$ 206.40	x	1	= \$ 206.40

<u>Description of Item</u>	<u>Unit Price - Each</u>		<u>Estimated Quantity</u>	<u>Extended Price</u>
44. 10-Inch diameter SDR-11 HDPE Ball Valve	\$ 3,684.00	x	1	= \$ 3,684.00
45. 8-Inch by 8-Inch diameter SDR 11 HDPE Tee	\$ 165.10	x	1	= \$ 165.10
46. 8-Inch by 6-Inch diameter SDR-11 HDPE Tee	\$ 232.70	x	1	= \$ 232.70
47. 8-Inch by 4-Inch diameter SDR-11 HDPE Tee	\$ 202.35	x	1	= \$ 202.35
48. 8-Inch by 6-Inch diameter SDR-11 HDPE Reducer	\$ 60.69	x	1	= \$ 60.69
49. 8-Inch diameter SDR-11 HDPE Cap	\$ 54.38	x	1	= \$ 54.38
50. 8-Inch diameter SDR-11 HDPE 90 degree Elbow	\$ 135.43	x	1	= \$ 135.43
51. 8-Inch diameter SDR-11 HDPE 45 degree Elbow	\$ 135.57	x	1	= \$ 135.57
52. 8-Inch diameter SDR-11 HDPE 30 degree Elbow	\$ 87.36	x	1	= \$ 87.36
53. 8-Inch diameter SDR-11 HDPE 22 degree Elbow	\$ 109.25	x	1	= \$ 109.25
54. 8-Inch diameter SDR-11 HDPE Flange Adaptor with 316 ss bolt set, DI Backup Ring and Viton gasket	\$ 221.47	x	1	= \$ 221.47
55. 8-Inch diameter SDR-11 HDPE Blind Flange	\$ 48.23	x	1	= \$ 48.23
56. 8-Inch diameter SDR-11 HDPE Electro Fusion Coupling	\$ 112.88	x	1	= \$ 112.88
57. 8-Inch diameter SDR-11 HDPE Ball Valve	\$ 957.60	x	1	= \$ 957.60
58. 6-Inch by 6-Inch diameter SDR-11 HDPE Tee	\$ 59.67	X	1	= \$ 59.67
59. 6-Inch by 4-Inch diameter SDR-11 HDPE Tee	\$ 103.74	x	1	= \$ 103.74
60. 6-Inch by 3-Inch diameter SDR-11 HDPE Tee	\$ 103.74	x	1	= \$ 103.74
61. 6-Inch by 2-Inch diameter SDR-11 HDPE Tee	\$ 103.74	x	1	= \$ 103.74
62. 6-Inch by 4-Inch diameter SDR-11 HDPE Reducer	\$ 34.59	x	1	= \$ 34.59
63. 6-Inch diameter SDR-11 HDPE Cap	\$ 34.91	x	1	= \$ 34.91
64. 6-Inch diameter SDR-11 HDPE 90 degree Elbow	\$ 51.09	x	1	= \$ 51.09
65. 6-Inch diameter SDR-11 HDPE 45 degree Elbow	\$ 50.07	x	1	= \$ 50.07

<u>Description of Item</u>	<u>Unit Price - Each</u>		<u>Estimated Quantity</u>	<u>Extended Price</u>
66. 6-inch diameter SDR-11 HDPE 30 degree Elbow	\$ 54.60	x	1	= \$ 54.60
67. 6-inch diameter SDR-11 HDPE 22 degree Elbow	\$ 71.25	x	1	= \$ 71.25
68. 6-inch diameter SDR-11 HDPE Flange Adaptor with 316 ss bolt set, DI Backup Ring and Viton Gasket	\$ 168.20	x	1	= \$ 168.20
69. 6-inch diameter SDR-11 HDPE Blind Flange	\$ 34.58	x	1	= \$ 34.58
70. 6-inch diameter SDR-11 HDPE Electro Fusion Coupling	\$ 79.72	x	1	= \$ 79.72
71. 6-inch diameter SDR-11 HDPE Ball Valve	\$ 450.00	x	1	= \$ 450.00
72. 4-inch by 4-inch diameter SDR-11 HDPE Tee	\$ 24.15	x	1	= \$ 24.15
73. 4-inch by 3-inch diameter SDR-11 HDPE Tee	\$ 41.90	x	1	= \$ 41.90
74. 4-inch by 2-inch diameter SDR-11 HDPE Tee	\$ 41.90	x	1	= \$ 41.90
75. 4-inch by 3-inch diameter SDR-11 HDPE Reducer	\$ 14.79	x	1	= \$ 14.79
76. 4-inch diameter SDR-11 HDPE Cap	\$ 13.55	x	1	= \$ 13.55
77. 4-inch diameter SDR-11 HDPE 90 degree Elbow	\$ 17.44	x	1	= \$ 17.44
78. 4-inch diameter SDR-11 HDPE 45 degree Elbow	\$ 17.55	x	1	= \$ 17.55
79. 4-inch diameter SDR-11 HDPE 30 degree Elbow	\$ 32.76	x	1	= \$ 32.76
80. 4-inch diameter SDR-11 HDPE 22 degree Elbow	\$ 56.03	x	1	= \$ 56.03
81. 4-inch diameter SDR-11 HDPE Flange Adaptor with 316 ss bolt set, DI Backup Ring and Viton gasket	\$ 107.98	x	1	= \$ 107.98
82. 4-inch diameter SDR-11 HDPE Blind Flange	\$ 25.48	x	1	= \$ 25.48
83. 4-inch diameter SDR-11 HDPE Electro Fusion Coupling	\$ 32.58	x	1	= \$ 32.58
84. 4-inch diameter SDR-11 HDPE Ball Valve	\$ 210.00	x	1	= \$ 210.00
85. 3-inch by 3-inch diameter SDR-11 HDPE Tee	\$ 15.05	x	1	= \$ 15.05
86. 3-inch by 2-inch diameter SDR-11 HDPE Tee	\$ 25.94	x	1	= \$ 25.94
87. 3-inch by 2-inch diameter SDR-11 HDPE Reducer	\$ 9.86	x	1	= \$ 9.86

<u>Description of Item</u>	<u>Unit Price – Each</u>		<u>Estimated Quantity</u>	<u>Extended Price</u>
88. 3-inch diameter SDR-11 HDPE Cap	\$ 6.26	x	1	= \$ 6.26
89. 3-inch diameter SDR-11 HDPE 90 degree Elbow	\$ 14.77	x	1	= \$ 14.77
90. 3-inch diameter SDR-11 HDPE 45 degree Elbow	\$ 14.76	x	1	= \$ 14.76
91. 3-inch diameter SDR-11 HDPE 30 degree Elbow	\$ 27.30	x	1	= \$ 27.30
92. 3-inch diameter SDR-11 HDPE 22 degree Elbow	\$ 47.50	x	1	= \$ 47.50
93. 3-inch diameter SDR-11 HDPE Flange Adaptor with 316 ss bolt set, DI Backup Ring and Viton gasket	\$ 67.05	x	1	= \$ 67.05
94. 3-inch diameter SDR-11 HDPE Blind Flange	\$ 14.56	x	1	= \$ 14.56
95. 3-inch diameter SDR-11 HDPE Electro Fusion Coupling	\$ 20.84	x	1	= \$ 20.84
96. 3-inch diameter SDR-11 HDPE Ball Valve	\$ 122.40	x	1	= \$ 122.40
97. 2-inch by 2-inch diameter SDR-11 HDPE Tee	\$ 9.71	x	1	= \$ 9.71
98. 2-inch diameter SDR-11 HDPE Cap	\$ 3.14	x	1	= \$ 3.14
99. 2-inch diameter SDR-11 HDPE 90 degree Elbow	\$ 9.26	x	1	= \$ 9.26
100. 2-inch diameter SDR-11 HDPE 45 degree Elbow.	\$ 7.09	x	1	= \$ 7.09
101. 2-inch diameter SDR-11 HDPE 30 degree Elbow	\$ 23.66	x	1	= \$ 23.66
102. 2-inch diameter SDR-11 HDPE 22 degree Elbow	\$ 38.00	x	1	= \$ 38.00
103. 2-inch diameter SDR-11 HDPE Flange Adaptor with 316 ss bolt set, DI Backup Ring and Viton gasket	\$ 50.16	x	1	= \$ 50.16
104. 2-inch diameter SDR-11 HDPE Blind Flange	\$ 12.74	x	1	= \$ 12.74
105. 2-inch diameter SDR-11 HDPE Electro Fusion Coupling	\$ 12.03	x	1	= \$ 12.03
106. 2-inch diameter SDR-11 HDPE Ball Valve	\$ 64.80	x	1	= \$ 64.80
107. Allowance for additional items, not limited to above items, that may be purchased.....				+ \$ 30,000.00
Total Amount Bid for Part B (for Bid Evaluation Only) Sum of Lines 1 through 107.....				\$ 63,423.95
Sixty-Three Thousand Four Hundred Twenty-Three Dollars and Ninety-Five Cents				
(Total Amount Bid for Part B for Bid Evaluation Only in Words)				

Part C. McElroy HDPE Pipe/Welder Rental

	<u>Model #</u>	<u>Daily</u>	<u>Monthly</u>
1.	6-18 Fusion Machine (6" to 18") Self-Contained with Engine Power Generator	\$ 610.00	\$ 5,815.00
2.	TracStar No. 412 Fusion Unit (4" to 12") Self-Contained with Generator & Self Propelled All Terrain	\$ 565.00	\$ 5,095.00
3.	4-12 Fusion Unit (4" to 12") Self-Contained with Generator	\$ 497.50	\$ 4,015.00
4.	4-12 Dynamic 2 jaw HP Fusion Machine (4" to 12")	\$ 422.50	\$ 2,815.00
Total Monthly Rental Amount Bid for Bid Evaluation Only (Sum of Lines 1 through 4 for both Daily and Monthly Rental Rate)			\$ 19,835.00

Nineteen Thousand Eight Hundred Thirty-Five Dollars and Zero Cents

(Total Amount Bid for Part C for Bid Evaluation Only in Words)

One Hundred Six Thousand One Hundred Fifteen Dollars and Fifteen Cents

(Total Amount Bid for Part A, Part B and Part C for Bid Evaluation Only in Words)

DELIVERY

All delivery costs of all material shall be included in the unit price bid. Delivery to the Authority Facility listed on the Purchase Order of any requested material must be available and received no later than forty-five (45) days of issuance of an Authority approved Purchase Order. Total Contract expenditures shall not exceed \$275,000.00.

CONTRACT AWARD

A single contract will be awarded to the responsive and responsible bidder who submits the lowest total dollar amount. Unit prices bid shall be in effect for a six (6) month period, commencing upon final execution of Agreement by the Authority or when expenditures reach the awarded contract amount. This contract also contains two (2) six (6) month renewal options as permitted in N.J.S.A. 40A:11-15. The renewal options must be agreed upon by both parties and shall be subject to the same terms and conditions as the original agreement.

SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall incur to the benefit of and be binding upon the Authority and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Authority nor the Contractor shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their names:

ATTEST:

Line In Harout
Assistant Corporate Secretary

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY

BY:

Joseph V. Rizzuto (SEAL)
EXECUTIVE DIRECTOR
(Name and Title)

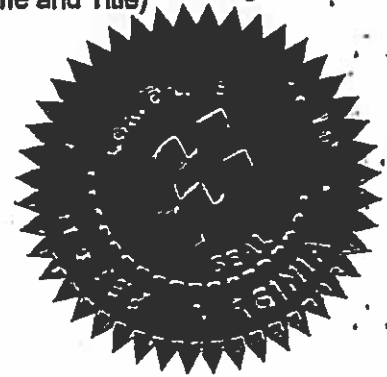
FERGUSON ENTERISES, LLC.

BY:

Jim Trout (SEAL)
Jim Trout - Sales Manager
(Name and Title)

ATTEST:

[Signature]








MUA-EQUIP-55-21-RENEWAL on CMCMUA 50th Anniversary Letterhead - Ferguson fillable complete

Final Audit Report

2022-06-27

Created:	2022-06-27
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtzuvJqPefVwMITJVUdHEdzB72mMIJRRR

"MUA-EQUIP-55-21-RENEWAL on CMCMUA 50th Anniversary Letterhead - Ferguson fillable complete" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)
2022-06-27 - 7:35:58 PM GMT- IP address: 108.11.5.202
-  Document emailed to john.mastrogiovanni@ferguson.com for signature
2022-06-27 - 7:36:31 PM GMT
-  Email viewed by john.mastrogiovanni@ferguson.com
2022-06-27 - 7:36:58 PM GMT- IP address: 172.58.237.10
-  Document e-signed by John mastrogiovanni (john.mastrogiovanni@ferguson.com)
Signature Date: 2022-06-27 - 7:39:31 PM GMT - Time Source: server- IP address: 104.28.55.232
-  Agreement completed.
2022-06-27 - 7:39:31 PM GMT

Cape May County Municipal Utilities Authority

RESOLUTION NO. 94-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SER-37-22 – LOADING, HAULING AND DISPOSAL OF DEWATERED BIOSOLIDS FOR VARIOUS CMCMUA FACILITIES TO ENVIRONMENTAL PROTECTION & IMPROVEMENT COMPANY, LLC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SER-37-22 – Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Facilities ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

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

WHEREAS, the Wastewater Program Manager has reviewed the bid submitted by Environmental Protection & Improvement Company, LLC. ("EPIC"), as well as their submitted Work Utilization Plan and has determined that it complies with the Technical Specifications of the Contract and recommends EPIC be awarded said Contract; and,

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

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Environmental Protection & Improvement Company, LLC., 227 US Highway 206, Bldg. 1, 2nd Floor, Flanders, NJ 07836, is the lowest responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract SER-37-22 for a total not-to-exceed amount of \$1,447,700.00.

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SER-37-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Environmental Protection & Improvement Company, LLC., at the total not-to-exceed amount of \$1,447,700.00.
3. The term of this Contract is six (6) months from execution, with an option to renew for two (2) additional six (6) month periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Facilities under Contracts SER-37-22 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 \$1,447,700.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 94-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of June 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Facilities
Purpose and Scope of Contract: The work to be done under this contract includes the furnishing of all labor, materials, equipment, facilities, tools, transportation, supervision, lands and all things necessary to provide mobile (trailer or trailer mounted) approved registered containers and to perform all operations required to haul and dispose of dewatered Biosolids from the CMCMUA's Sludge Transfer Station. This contract is for the hauling and disposal of 10,000 wet tons of dewatered Biosolids on an "if and when directed" basis when the CMCMUA's primary disposal location (ACUA) of Biosolids becomes unavailable. A Work Utilization Plan shall be submitted by the contractor and approved by Wastewater Staff.

PROCUREMENT INFORMATION

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

Contract Number: SER-37-22 **Term of Contract:** Six (6) Months **Option to Renew:** No
 Yes: Two (2) – Six (6) month renewal options

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

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: \$2,000,000.00 **Opening Date:** June 14, 2022

Advertisement Date: May 27, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Environmental Protection & Improvement Company, LLC. **Address:** 227 US Highway 206
Bldg. 1, 2nd Floor
Flanders, NJ 07836

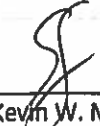
BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$ 1,447,700.00

Contract Spending Previous Contract Year: \$123,766.62



Kevin W. McGahey, Purchasing Agent

07-07-2022 
Date Joshua Palombo, Wastewater Program Manager

7/7/22
Date



Joseph V. Rizzuto, Executive Director

07/06/22
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 21, 2022

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

**RE: Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA
Wastewater Facilities
SER-37-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submissions with respect to the contract for the Loading, Hauling and Disposal of Dewatered Biosolids for Various Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") Wastewater Facilities on behalf of the Authority. The CMCMUA received two (2) bids for this Contract. The bids were received on Tuesday, June 14, 2022, at 2:00 p.m. as follows:

<u>Vendor</u>	<u>Total Amount Bid</u>
1. Environmental Protection & Improvement Co., LLC d/b/a Synagro	\$1,447,700.00
2. Denali Water Solutions, LLC	\$1,538,600.00
<u>Engineer's Estimate:</u>	<u>\$2,000,000.00</u>

II. FACTUAL ANALYSIS

The CMCMUA primarily disposes of its dewatered BioSolids by hauling directly to the Atlantic County Utilities Authority's ("ACUA") incinerator. However, the ACUA's incinerator shuts down periodically for planned maintenance and incinerator failures. Additionally, at times during the summer season, ACUA cannot process all of the volume of dewatered BioSolids that the Authority generates. Under all of these conditions, the CMCMUA would utilize this contract for the disposal of its dewatered BioSolids. See Bid Specifications Section IV(1.0), Technical Specifications, Background. The specifications

Joseph V. Rizzuto
Executive Director
June 21, 2022
Page 2

**RE: Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA
Wastewater Facilities
SER-37-22**

requested bids for hauling and disposal of dewatered BioSolids on an “if and when” directed basis, and does not guarantee any volume of dewatered BioSolids to be disposed of by the contractor. See Bid Specifications Section IV(1.0), Technical Specifications, Background

The apparent low bid was submitted by Environmental Protection & Improvement Company, LLC d/b/a Synagro (“Synagro”). Upon review of the bid submitted by Synagro, it was uncovered that the bidder did not submit Disclosure of Investment Activities in Iran Form, New Jersey Business Registration Certificate, IRS Form W-9, Insurance Information, and Affirmative Action Information within their original bid package. Additionally, the bidder did not submit a written work plan.

However, the bid specifications provide that the Disclosure of Investment Activities in Iran Form, New Jersey Business Registration Certificate, and IRS Form W-9 must be submitted prior to the award of the contract. See Bid Specifications, Section II(42), General Instruction to Bidders, Disclosure of Investment Activities in Iran; See Bid Specifications, Section II(41), General Instruction to Bidders, New Jersey Business Registration Certificate. See Bid Specifications, Table of Contents. Additionally, the bid specifications provide that the Insurance Information and Affirmative Action Information must be submitted prior to the contract being executed. See Bid Specifications, Section III(7.0), Specific Instructions, Insurance Requirements; See Bid Specifications, Section II(6), General Instruction to Bidders, Mandatory Affirmative Action Certification.

Additionally, the bid specifications provide that within fifteen (15) days of a notice of the intent to award, the contractor shall provide the Authority with copies of a complete, updated, Written Work Plan for managing and disposing of dewatered BioSolids under this Contract. See Bid Specifications, Section IV(9.0), Technical Specifications, Written Work Plan.

Based on the aforementioned, there are no apparent defects within the bid submitted by Synagro.

III. LEGAL ANALYSIS

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

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

**RE: Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMA
Wastewater Facilities
SER-37-22**

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

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

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

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

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

"When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect

**RE: Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA
Wastewater Facilities
SER-37-22**

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

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

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

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

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

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
- c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
- d. The contracting unit wants to substantially revise the specifications for the goods or services;
- e. The purposes or provisions or both of 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 Synagro. 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.

**RE: Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA
Wastewater Facilities
SER-37-22**

IV. SYNAGRO'S BID

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

1. Bidder's Checklist;
2. Bid Bond;
3. Consent of Surety;
4. Acknowledgment of Principal;
5. Power of Attorney;
6. Surety Financial Statement;
7. Surety Disclosure Statement and Certification;
8. Statement of Ownership Disclosure Form;
9. Non-Collusion Affidavit;
10. A-901 License;
11. Statement of Bidder's Experience and BioSolids Disposal or Utilization Plan;
12. Proposal;
13. Support Letters.

The bid submitted by Synagro 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 Authority issue the notice of the intent to award the Contract for SER-37-22, for the Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Wastewater Facilities to Synagro. Please note that Synagro must supply Disclosure of Investment Activity in Iran Form, New Jersey Business Registration Certificate, and IRS Form W-9 prior to the award of the contract. Additionally, Synagro must supply Insurance Certificate and Affirmative Action Information prior to the execution of an agreement. Finally, Synagro must provide the written work plan within fifteen (15) days of receipt of the notice of the intent to award the contract.

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

Joseph V. Rizzuto
Executive Director
June 21, 2022
Page 6

**RE: Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA
Wastewater Facilities
SER-37-22**

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 95-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WW/L-EQUIP-09-22 – FURNISH AND DELIVER REPLACEMENT IMMERSIBLE PUMPS, MOTORS AND VARIOUS VALVES AT THE 10TH STREET AND ROSEMARY ROAD PUMP STATIONS TO MID ATLANTIC PUMP & EQUIPMENT COMPANY

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract WW/L-EQUIP-09-22 – Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at 10th Street and Rosemary Road Pump Stations ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bid on June 30, 2022; and,

WHEREAS, the Authority's Senior Project Engineer has reviewed the bid submitted by the sole bidder, Mid Atlantic Pump & Equipment Company, and has determined that it complies with the Technical Specifications of the Contract and recommends Mid Atlantic Pump & Equipment Company be awarded said Contract; and,

WHEREAS, the Authority's General Legal Counsel has reviewed the bid submitted by Mid Atlantic Pump & Equipment Company, and has opined, after researching the applicable law, that their bid complied with the Bid Specifications of said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Mid Atlantic Pump & Equipment Company, 228 North Route 73, Berlin, NJ 08009 is a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract WW/L-EQUIP-09-22 in the total not-to-exceed amount of \$1,149,395.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract WW/L-EQUIP-09-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Mid Atlantic Pump & Equipment Company, at the total not-to-exceed amount of \$1,149,395.00.
3. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said contract.

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

CERTIFICATION OF FUNDS

I, Robert P. Donato, CPA, Chief Financial Officer of the Cape May County Municipal Utilities Authority, hereby certify that there is currently available in the official budget of the Authority, funds for Contract WW/L-EQUIP-09-22 – Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at 10th Street and Rosemary Road Pump Stations for a total not-to-exceed amount of \$1,149,395.00 under the line item appropriation or account number(s) 720-0000-751-01-12. These same funds shall not be certified as available for any other contract.

 Robert P. Donato, CPA
 Chief Financial Officer

I hereby certify the foregoing to be a true and correct copy of Resolution No. 95-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

 Assistant Corporate Secretary

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CONTRACT FACT SHEET

PROJECT INFORMATION

Project Name: Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at 10th Street and Rosemary Road Pump Stations

Purpose and Scope of Contract: The purpose and scope of this Contract is to furnish and deliver two (2) Seasonal and one (1) Non-seasonal non-clog vertical dry pit immersible centrifugal pumps and motors to replace the existing drive shaft driven pumps at Rosemary Road Pump Station, three (3) Seasonal non-clog dry pit immersible centrifugal pumps and motors for 10th Street Pump Station, and all required valves and fittings. The existing pumps and motors are original equipment that have outlived their useful lives as well as being oversized, thereby operating beyond the design duty point inducing transient flow surges in the force main under current flows generated.

PROCUREMENT INFORMATION

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

Contract Number: WW/L-EQUIP-09-22 **Term of Contract:** Two hundred ten (210) days **Option to Renew:** No Yes

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

Liquidated Damages: No Yes: \$500.00 per calendar day after specified date of delivery.
Basis: Potential inability to convey summer flows.

Engineer's Estimate: \$ 1,300,000.00

Advertisement Date: May 31, 2022

Opening Date: June 30, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Mid Atlantic Pump & Equipment Company

Address: 228 North Route 73
Berlin, NJ 08009

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$ 1,149,395.00

Contract Spending Previous Contract Year: N/A


Kevin W. McGahey, Purchasing Agent

07-07-2022
Date


Joshua Palombo, Wastewater Program Manager

7/6/22
Date


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

7/6/22
Date


Joseph V. Rizzuto, Executive Director

07/06/22
Date

ENGINEER'S ESTIMATE
 \$1,300,000.00
 THURSDAY, JUNE 30, 2022 @ 2:00 P.M.

Mid Atlantic Pump &
 Equipment Company

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	10th STREET PUMPING STATION FURNISH AND DELIVERY OF END SUCTION VERTICAL COUPLED IMMERSIBLE PUMPS "LARGE ON-SEASON"	3	89,975.00	269,925.00						
2	10th STREET PUMPING STATION FURNISH AND DELIVERY OF 100 HORSE POWER IMMERSIBLE MOTOR, PREMIUM EFFICIENCY	3	59,899.00	179,697.00						
3	10th STREET PUMPING STATION FURNISH AND DELIVERY OF APPURTENANCES	1	99,600.00	99,600.00						
4	10th STREET PUMPING STATION START UP, TESTING, TRAINING, AND WARRANTIES MINIMUM BID AMOUNT OF \$3,000.00 PER UNIT	3	3,000.00	9,000.00						
5	ROSEMARY ROAD PUMPING STATION FURNISH AND DELIVERY OF END SUCTION VERTICAL COUPLED IMMERSIBLE PUMPS "LARGE ON-SEASON"	2	89,975.00	179,950.00						
6	ROSEMARY ROAD PUMPING STATION FURNISH AND DELIVERY OF END SUCTION VERTICAL COUPLED IMMERSIBLE PUMPS "SMALL OFF-SEASON"	1	75,975.00	75,975.00						
7	ROSEMARY ROAD PUMPING STATION FURNISH AND DELIVERY OF 100 HORSE POWER IMMERSIBLE MOTOR, PREMIUM EFFICIENCY	2	59,899.00	119,798.00						
8	ROSEMARY ROAD PUMPING STATION FURNISH AND DELIVERY OF 40 HORSE POWER IMMERSIBLE MOTOR, PREMIUM EFFICIENCY	1	32,950.00	32,950.00						
9	ROSEMARY ROAD PUMPING STATION FURNISH AND DELIVERY OF APPURTENANCES	1	173,500.00	173,500.00						
10	ROSEMARY ROAD PUMPING STATION START UP, TESTING, TRAINING, AND WARRANTIES MINIMUM BID AMOUNT OF \$3,000.00 PER UNIT	3	3,000.00	9,000.00						
TOTAL AMOUNT BID				1,149,395.00						
BIDDERS CHECKLIST		REQUIRED	PROVIDED		PROVIDED		PROVIDED		PROVIDED	
BID GUARANTEE		X	yes							
STATEMENT OF OWNERSHIP DISCLOSURE		X	yes	valid provider						
NON-COLLUSION AFFIDAVIT		X	yes							
EQUIPMENT CONFORMITY CERTIFICATION		X	yes							
PROPOSAL FORM(S)		X	yes							
ADDENDA ACKNOWLEDGEMENT		X	yes							
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN			yes							
N.J. BUSINESS REGISTRATION CERTIFICATE			yes	valid						
IRS FORM W-9			yes							
INSURANCE CERTIFICATE(S)			no							
MANDATORY AFFIRMATIVE ACTION			no							

WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †

Daniel H. Long †±◇

Christopher F. Long †◇

John A. Moustakas †◇

† Admitted to NJ Bar

± Admitted to Washington DC Bar

◇ Admitted to PA Bar

John D. Wade †

OF COUNSEL

Leonard J. Wood, Jr. †

OF COUNSEL

July 7, 2022

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

**RE: Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at
10th Street and Rosemary Road Pumping Stations
WW/L-EQUIP-09-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submission with respect to Contract WW/L-EQUIP-09-22 to Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at 10th Street and Rosemary Road Pumping Stations on behalf of the Cape May Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received one (1) bid for the Contract. The bid was submitted on Thursday, June 30, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>TOTAL AMOUNT BID</u>
1. Mid Atlantic Pump & Equipment Company	\$1,149,395.00
<u>Engineer's Estimate</u>	<u>\$1,300,000.00</u>

II. FACTUAL ANALYSIS

The specifications called for the furnishing and delivery of five (5) Seasonal (Large Pump) and one (1) Non-Seasonal (Small Pump) non-clog vertical dry pit immersible centrifugal pumps and motors to replace the existing pumps and motors at both 10th Street and Rosemary Road Pumping Station in the Wildwood/Lower Regional. See Bid Specifications Section IV(1.1), Technical Specifications, Description/Summary.

The apparent low bidder for the above referenced contract was Mid Atlantic Pump & Equipment Company ("Mid Atlantic"). Upon review of the bid submitted by Mid Atlantic, it was uncovered that the

Joseph V. Rizzuto
Executive Director
July 7, 2022
Page 2

**RE: Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at
10th Street and Rosemary Road Pumping Stations
WW/L-EQUIP-09-22**

bidder did not submit Affirmative Action Information or Insurance Certificates within their original bid package. However, the bid specifications provide that the Affirmative Action information and Insurance Certificates must be provided prior to the execution of an Agreement. See Bid Specifications Section II(6), General Instructions to Bidders, Mandatory Affirmative Action Certification; See Bid Specifications Section III(1), Specific Instructions, Insurance Requirements. As such, the fact that Mid Atlantic did not include the aforementioned documents is not a defect within the bid and the bid submitted was compliant with the bid specifications from a legal perspective.

The bid was reviewed from a technical perspective by George Hann, Senior Project Engineer on behalf of the Authority. Following his review, via correspondence dated July 1, 2022, Mr. Hann opined that the bid submitted by Mid Atlantic complied with the technical specifications.

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.

**RE: Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at
10th Street and Rosemary Road Pumping Stations
WW/L-EQUIP-09-22**

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.”

**RE: Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at
10th Street and Rosemary Road Pumping Stations
WW/L-EQUIP-09-22**

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 as follows:

“A contracting unit may reject all bids for any of the following reasons:

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

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

As outlined above, there are no apparent defects within the bid submitted by Mid Atlantic. 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. MID ATLANTIC'S BID

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

1. Bidder's Checklist.
2. Bid Bond;
3. Power of Attorney;
4. Statement of Ownership Disclosure;
5. Non-Collusion Affidavit;
6. Equipment Conformity Certification;
7. Proposal;
8. Acknowledgment of Receipt of Addenda;

Joseph V. Rizzuto
Executive Director
July 7, 2022
Page 5

**RE: Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at
10th Street and Rosemary Road Pumping Stations
WW/L-EQUIP-09-22**

9. Disclosure of Investment Activities in Iran Form;
10. New Jersey Business Registration Certificate;
11. IRS Form W-9.

The bid submitted by Mid Atlantic 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 WW/L-EQUIP-09-22 to Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at 10th Street and Rosemary Road Pumping Stations on behalf of the Authority be awarded to Mid Atlantic. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to Mid Atlantic subject to staff concurrence and the availability of funds. Of note, Mid Atlantic's Affirmative Action Information and Insurance Certificates must be submitted prior to the execution of an agreement.

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

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

Christopher F. Long

Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 96-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SLF-28-22 – 2022 LABORATORY SERVICES FOR LANDFILL GAS SAMPLING AND ANALYSIS TO AIR NOVA, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SLF-28-22 – 2022 Laboratory Services for Landfill Gas Sampling and Analysis ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bid on June 16, 2022; and,

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

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Air Nova, Inc., 3485 Haddonfield Road, Pennsauken, NJ 08109 is a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract SLF-28-22 in the total not-to-exceed amount of \$49,500.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SLF-28-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Air Nova, Inc., at the total contract amount of \$49,500.00.
3. The term of this Contract is one (1) year from execution, with an option to renew for an additional one (1) year period, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Laboratory Services for Landfill Gas Sampling and Analysis under Contract SLF-28-22 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$49,500.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 96-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: 2022 Laboratory Services for Landfill Gas Sampling and Analysis

Purpose and Scope of Contract: The purpose and scope of this Contract is for an NJDEP certified laboratory to perform sampling and analysis of landfill gas in accordance with the Landfill's Title V Air Permit. The data will be used to prepare the Annual Emission Statement, the Annual Greenhouse Gases Report, and the Annual Nonmethane Organic Compounds (NMOC) Report.

PROCUREMENT INFORMATION

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

Contract Number: SLF-28-22 **Term of Contract:** One (1) year **Option to Renew:** No Yes: One (1) year renewal

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$54,000.00

Advertisement Date: May 26, 2022 **Opening Date:** June 16, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Air Nova, Inc.

Address: 3485 Haddonfield Road
Pennsauken, NJ 08109

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$49,500.00

Contract Spending Previous Contract Year: \$24,750.00



 Kevin W. McGahey, Purchasing Agent

07-07-2022

 Date



 John R. Conturo, Solid Waste Program Manager

7/6/2022

 Date



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

7/6/22

 Date



 Joseph V. Rizzuto, Executive Director

07/06/22

 Date

Cape May County Municipal Utilities Authority

RESOLUTION NO. 97-22

RESOLUTION AUTHORIZING THE AUTHORITY'S PURCHASING AGENT TO PROCURE CERTIFIED RECOVERY AND RECYCLING SERVICES OF CFCs, HCFCs AND HFCs FROM USED APPLIANCES (RFP-39-22) FROM SAMR INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority"), has a need for Certified Recovery and Recycling Services of CFCs, HCFCs and HFCs from Used Appliances delivered by residents, businesses, and institutions to the CMCMUA's Solid Waste Transfer Station and Sanitary Landfill; and,

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

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

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

WHEREAS, the CMCMUA, on June 15, 2022, advertised a Request for Proposals Provide Recovery and Recycling Services for CFCs, HCFCs and HFCs from Used Appliances (RFP-39-22; and,

WHEREAS, CMCMUA RFP-39-22 contained a list of documentation to be provided by each vendor which would be evaluated for the purpose of designating the Responder as a Qualified Vendor to provide goods or services to the CMCMUA; and,

WHEREAS, one (1) Proposal was received on June 30, 2022 in response to RFP-39-22; and,

WHEREAS, following review of the Proposal received, it is the recommendation of the Authority's Recycling Coordinator for SAMR Inc., P.O. Box 398, Lakewood, NJ 08701 be designated as qualified to provide Certified Recycling and Recovery Services of CFCs, HCFCs and HCFs from Used Appliances to the CMCMUA during the upcoming year; and,

WHEREAS, the Authority's Purchasing Agent, Solid Waste Program Manager and Executive Director concur with said recommendation; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, that the Authority's Purchasing Agent, under the supervision of the Chief Financial Officer, is hereby authorized to procure Certified Recovery and Recycling Services of CFCs, HCFCs and HFCs from Used Appliances from SAMR Inc., at the unit prices contained in the June 30, 2022 Proposal submitted by said firm in response to RFP-39-22.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of these Recycling Services shall be chargeable or certified until such time as they are actually ordered or otherwise called for. A certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$35,000.00.

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 97-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Provide Certified Recovery and Recycling Services of CFCs, HCFCs and HFCs from Used Appliances
Purpose and Scope of Contract: The purpose of this Contract is to qualify vendors who will provide certified recovery and recycling of CFCs, HCFCs and HFCs from refrigerant containing appliances brought by residents, businesses, and institutions to the Solid Waste Transfer Station and Sanitary Landfill.

PROCUREMENT INFORMATION

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

Contract Number: RFP-39-22 **Term of Contract:** One (1) Year **Option to Renew:** No
 Yes: Two (2) – One (1) year renewal option

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$35,000.00

Advertisement Date: June 15, 2022 **Opening Date:** June 30, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: SAMR Inc. **Address:** P.O. Box 398
Lakewood, NJ 08701

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration


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

Contract Value, Not-To-Exceed: \$35,000.00

Contract Spending Previous Contract Year to Date: N/A



Kevin W. McGahey, Purchasing Agent Date 07-07-2022



John Conturo, Solid Waste Program Manager Date 7/6/2022



Joseph V. Rizzuto, Executive Director Date 07/06/22

Cape May County Municipal Utilities Authority

RESOLUTION NO. 98-22

RESOLUTION AUTHORIZING THE SALE OF RENEWABLE ENERGY CERTIFICATES

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

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

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

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

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

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

WHEREAS, the Authority has generated 364 RECs in June 2022 from the three (3) active electrical generators and 59 RECs from the parasitic electric usage for a total of 423 RECs currently available for sale.

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

1. The provisions of the WHEREAS clauses set forth above are herein incorporated by reference and made a part hereof.
2. The CMCMUA is hereby authorized to sell 423 Renewable Energy Certificates generated at its Sanitary Landfill site to DTE Energy Trading, Inc.


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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 98-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

Assistant Corporate Secretary

MEMORANDUM

July 7, 2022

TO: Mr. Joseph V. Rizzuto, Executive Director
FROM: John R. Conturo, Solid Waste Program Manager 
RE: June 2022 Renewable Energy Certificates

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

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

676 REC's were sold for the month of May 2022.

As a continuation of our previous approval process, authorization is requested to sell the current June 2022 REC's totaling 364 REC's as well as 59 REC's generated from the parasitic electric usage all at the \$11.77/REC pricing. Each month, staff will continue to put forward an authorization request as new REC's become available for sale by PJM.

Therefore, approval of a resolution to sell 423 REC's is requested for the next Regular Board Meeting.

Approval ()



Joseph V. Rizzuto
Executive Director

07/07/22

Date

JRC/jrc

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 99-22

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

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

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

WHEREAS, while all Fund members are covered by cyber insurance with a per claim deductible, as of January 1, 2022, of \$25,000, the cyber risk management framework consists of three tiers (Tier 1, Tier 2, and Tier 3) with each Tier containing specific requirements; and,

WHEREAS, achieving compliance with Tier 1 entitles the member to a \$10,000 reimbursement of their deductible; achieving compliance with Tier 1 & 2 entitles the member to a \$20,000 reimbursement of their deductible; achieving compliance with Tier 1, 2, & 3 entitles the member to full deductible reimbursement of \$25,000; and,

WHEREAS, the Fund, through its third-party Information Technology consultant, conducted a Cyber Security Assessment regarding the CMCMUA's compliance with the Fund's cyber risk management framework; and,

WHEREAS, after the Cyber Security Assessment, the Fund's third-party Information Technology consultant has determined the Authority complies with Tier 3 of the Fund's cyber risk management framework, thus entitling the Authority to full deductible reimbursement of \$25,000; and,

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

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

NOW, THEREFORE, BE IT RESOLVED that the policy entitled, "Cape May County Municipal Utilities Authority Information Technology Practice Policy" on file with Authority's Office Manager on July 8, 2022, is hereby approved and adopted.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 99-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 13th day of July 2022.

Assistant Corporate Secretary

Cape May County Municipal Utilities Authority Information Technology Practice Policy

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

A. Technical Operations

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

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

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

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

B. Employee-based Cyber Security Practices

1. All computer users shall receive annual training of at least one hour in email and website malware identification, password construction, identifying security incidents, and social engineering attacks.
2. Employees are required to use unique passwords or passphrases made up of at least ten (10) characters, changed periodically, but at least every ninety (90) days. Passwords/phrases shall be at least ten (10) alpha-numeric characters, with incidental uppercase and lowercase letters and symbols.
3. Files that contain protected data shall be password protected or be encrypted when the files are stored or transferred to others, regardless of the storage medium or means of transfer. Examples of protected data include: social security numbers, birthdates, driver's license numbers, health insurance numbers, etc. Practices shall include ensuring that more than one employee is aware of the password or passphrase used to encrypt these files.

C. Technology Management Practices

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

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Include Non-Budgeted: Y
 Open: N
 Rcvd: N
 Bid: Y
 Paid: Y
 Held: N
 State: Y
 Void: N
 Aprv: N
 Other: Y
 Exempt: Y
 Paid Date Range: 06/30/22 to 07/13/22
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2200073	01/14/22	CASAP005	CASA PAYROLL SERVICE	Payroll Services for 2022	Open	590.00	0.00
M2200136	01/18/22	STEWAO05	STEWART BUSINESS SYSTEMS	MANAGED PRINT SERVICES	Open	371.25	0.00
M2200175	01/20/22	SETRI005	SET RITE CORPORATION	REPLACE RAG CAN ROLL UP DOOR	Open	10,224.40	0.00
M2200184	01/20/22	UNIFI005	UNIFIRST CORPORATION	UNIFORMS FOR 2022	Open	489.97	0.00
M2200221	01/24/22	EUROF005	EUROFINS ENV TESTING PHILA LLC	2022 NJDES TESTING AT LANDIFIL	Open	212.00	0.00 C
			Contract No: C2200004				
M2200235	01/25/22	UNIFI005	UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	1,348.82	0.00
M2200236	01/25/22	UNIFI005	UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	862.82	0.00
M2200300	01/31/22	GOLDM005	GOLD MEDAL ENVIRONMENTAL OF NJ	TRASH/RECYCLING SERVICES	Open	103.81	0.00
M2200302	01/31/22	SPRIN010	CRYSTAL SPRINGS	BOTTLE WATER SUPPLY ADMIN 2022	Open	43.99	0.00
M2200319	02/01/22	LIBER015	LIBERTY KENWORTH OF S.J.	KENWORTH TRUCK PARTS	Open	400.00	0.00
M2200324	02/01/22	ACOMM005	A+ COMMERCIAL OFFICE CLEANERS	ADMIN BLDG. JANITORIAL SERVICE	Open	2,935.00	0.00
M2200341	02/03/22	ONECA010	ONE CALL CONCEPTS, INC.	NJ ONE CALL-MARK OUTS 2022	Open	511.94	0.00
M2200344	02/03/22	UNIFI005	UNIFIRST CORPORATION	YEARLY UNIFORM RENTAL	Open	599.84	0.00
M2200472	02/15/22	ADAMS020	MARION P. ADAMS	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200473	02/15/22	ASPIN005	WILLIAM J. ASPINWALL	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200474	02/15/22	AULD0005	BONNIE L. AULD	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200475	02/15/22	BAILE005	GEORGE L. BAILEY, JR.	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200476	02/15/22	CUMBE030	ELWOOD CUMBERLAND	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200477	02/15/22	DEME0005	ANDREA DEMEO	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200478	02/15/22	DMYTR005	STANISLAUS DMYTRACH	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200479	02/15/22	FRIEL005	MISS JANE FRIEL	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200480	02/15/22	THERE005	THERESA GALLAGHER	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200481	02/15/22	HANNA010	NABIL HANNA	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200482	02/15/22	HAZEL005	JAMES T. HAZELL	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200483	02/15/22	KAHNY005	STEVEN H. KAHNY	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200484	02/15/22	HUDSO020	JOSEPH C. HUDSON	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200485	02/15/22	LITTO005	ROY LITTON	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200486	02/15/22	MARYM005	MARY MISKELLY	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200487	02/15/22	OCONN010	BRIDGET M. O'CONNOR	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200488	02/15/22	OSBOR010	WALLY OSBORN	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200489	02/15/22	PETER035	BRUCE PETERSON	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200490	02/15/22	SALFI005	NICHOLAS J. SALFI	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200491	02/15/22	SENEC005	GLENN SENEC	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200492	02/15/22	SIMCI005	FRANCIS K. SIMCICK	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200493	02/15/22	THOMA050	WILLIE THOMAS, JR.	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200494	02/15/22	STURG005	JOSEPH E. STURGEON	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200495	02/15/22	ARPA0005	SUSAN ARPA	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200496	02/15/22	KELLY020	MARY ELLEN KELLY	HEALTH INSURANCE REIMBURSEMENT	Open	510.30	0.00
M2200497	02/15/22	ARMST005	JEFFERY A. ARMSTRONG	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200498	02/15/22	CATHC005	WILLIAM W. CATHCART	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200499	02/15/22	CAMP0015	EDWARD CAMP	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200500	02/15/22	CHABO005	CHARLES CHABOT, JR.	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200501	02/15/22	DICIC005	VINCENETTE C. DICICCO	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200502	02/15/22	GANT0005	LINDA D. GANT	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200503	02/15/22	GRISE005	SAMUEL GRISER	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200504	02/15/22	HERR0010	EMMITT B. HERRON	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200505	02/15/22	HIENK005	JAMES J. HIENKEL, JR.	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200506	02/15/22	HUMPH005	PAM HUMPHRIES	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2200507	02/15/22	KRAEM005	LAWRENCE KRAEMER	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200508	02/15/22	LEFFE005	RICHARD LEFFERSON	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200509	02/15/22	MAHON005	ALBERT MAHON	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200510	02/15/22	MARIN015	GEORGE MARINAKIS	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200511	02/15/22	BRIAN020	BRIAN P. MORRIS	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200512	02/15/22	JAMES055	JAMES MCVEY	HEALTH INSURANCE REIMBURSEMENT	Open	850.50	0.00
M2200513	02/15/22	PETIT005	MARILYN PETITTO	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200514	02/15/22	REPIC005	RICHARD P. REPICI	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200515	02/15/22	RICCI010	JOSEPH M. RICCIO	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200516	02/15/22	SAPPI005	HARRY R. SAPPPIE	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200517	02/15/22	SOLHE005	MANLEY SOLHEIM	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200518	02/15/22	WOODR005	MARY SHARON WOODROW	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200519	02/15/22	HOWAR010	HOWARD W. WRIGHT	HEALTH INSURANCE REIMBURSEMENT	Open	1,020.60	0.00
M2200586	02/17/22	UNITE050	UNITED ELECTRIC	CONTROL PARTS SLUDGE VFD	Open	5,485.23	0.00 C
			Contract No: C2100021				
M2200608	02/18/22	KESSL010	KESSLER CONSULTING, INC.	REVIEW/EVAL OF OMNI CONTRACT	Open	1,707.50	0.00
M2200656	02/25/22	MULTI015	MULTI-TEMP MECHANICAL, INC.	INSTALL 2 TON MINI SPLIT	Open	5,279.08	0.00 C
			Contract No: C2200002				
M2200705	03/03/22	GRAIN005	GRAINGER INC.	MISC SLF OPERATOR SUPPLIES	Open	117.13	0.00
M2200783	03/09/22	WBMA005	W.B. MASON CO. INC.	OFFICE SUPPLIES	Open	348.98	0.00
M2200799	03/10/22	PHARM005	PHARMA-CARE INC.	Medication Safety Evaluation	Open	84.00	0.00
M2200812	03/10/22	GRAIN005	GRAINGER INC.	BUBBLER PROJECT	Open	2,231.30	0.00
M2200820	03/11/22	SHIIN005	SHI INTERNATIONAL CORP.	PLANT HMI UNITS	Open	16,961.40	0.00
M2200842	03/14/22	GRAIN005	GRAINGER INC.	BUBBLER PROJECT	Open	1,164.90	0.00
M2200861	03/15/22	DESIG005	DESIGN PLASTIC SYSTEMS INC.	2000 GAL BLEACH TANK	Open	7,143.00	0.00
M2200977	03/25/22	FREDM005	FRED M SCHIAVONE CONSTRUCTION	SCF-27-21 REBID	Open	152,558.72	0.00
M2201034	04/01/22	PEMBE005	PEMBERTON ELEC. SUPPLY CO. LLC	VARIOUS PLANT MATERIAL	Open	8,350.49	0.00
M2201037	04/04/22	LAWNG010	LAWN & GARDEN LANDSCAPING, LLC	LANDSCAPING SERVICES FOR ADMIN	Open	1,302.00	0.00
M2201051	04/05/22	ALLIE010	ALLIED ELECTRONICS & AUTOMATIO	ALARM HORNS FOR SCADA PROJECT	Open	480.60	0.00
M2201227	04/29/22	HACHC005	HACH COMPANY	lab supplies	Open	416.09	0.00
M2201296	05/04/22	APPLI015	APPLIED INDUSTRIAL TECH.	KNOCKOUT TOOL/PC ELECTRICIAN	Open	1,522.35	0.00
M2201346	05/09/22	MLKAS005	MLK & ASSOCIATES, LLC	MISC GAS PLANT SUPPLIES	Open	603.57	0.00
M2201363	05/12/22	WBMA005	W.B. MASON CO. INC.	PENS, CLIPBOARDS	Open	38.79	0.00
M2201366	05/13/22	MULTI015	MULTI-TEMP MECHANICAL, INC.	MIP REFURBISHMENT	Open	4,412.77	0.00 C
			Contract No: C2200002				
M2201370	05/13/22	AVALO030	AVALON WEED & INSECT CONTROL	Poison Ivy - All Facilities	Open	250.00	0.00
M2201412	05/18/22	NAPA0005	SEAVILLE NAPA	AC COMPRESSOR FOR PC ELECT.VAN	Open	250.25	0.00
M2201427	05/19/22	OCEAN015	OCEAN CITY FENCE CO., INC.	REPAIR 32ND STREET FENCE	Open	347.53	0.00
M2201436	05/19/22	FASTE010	FASTENAL & CON. SUPPLIES	LONG ARM L-WRENCH	Open	83.22	0.00
M2201452	05/20/22	FASTE010	FASTENAL & CON. SUPPLIES	RESTOCK ITEMS	Open	996.85	0.00
M2201466	05/23/22	FERGU020	FERGUSON ENTERPRISES, LLC	GAS WELL EXTENSION PROJECTS	Open	2,138.18	0.00 C
			Contract No: C2200009				
M2201493	05/25/22	TACPR005	TAC PRINTING	BUSINESS CARDS JIM COLLINS	Open	78.50	0.00
M2201496	05/25/22	RENTA010	RENTAL COUNTRY INC.	BUCKET LOADER RENTAL	Open	708.40	0.00
M2201498	05/25/22	RICCI015	RICCIARDI BROS OF SOUTH JERSEY	Paint Supplies	Open	355.15	0.00
M2201502	05/26/22	KUEHN005	KUEHNE CHEMICAL CO. INC.	OC - SODIUM HYPOCHLORITE	Open	4,583.89	0.00 C
			Contract No: C2100044				
M2201507	05/26/22	MSCIN005	MSC INDUSTRIAL SUPPLY	HOPPER FOR MAINTENANCE BLDG	Open	1,594.81	0.00
M2201517	05/27/22	FOLEY005	FOLEY, INC.	CAT 930M (IPF LOADER) COUPLER	Open	2,323.21	0.00
M2201540	05/31/22	APPLI015	APPLIED INDUSTRIAL TECH.	LUBRICANTS	Open	924.52	0.00
M2201546	06/01/22	GRAIN005	GRAINGER INC.	PRESSURE GAUGES/SPICER PUMPS	Open	1,237.96	0.00
M2201549	06/01/22	GRAIN005	GRAINGER INC.	MISC SLF SUPPLIES	Open	246.50	0.00
M2201552	06/01/22	FASTE010	FASTENAL & CON. SUPPLIES	MISC HARDWARE RESTOCK	Open	360.01	0.00
M2201554	06/01/22	FASTE010	FASTENAL & CON. SUPPLIES	SAFETY GEAR	Open	497.60	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201556	06/02/22	FASTE010 FASTENAL & CON. SUPPLIES	MISC HARDWARE RESTOCK	Open	324.47	0.00	
M2201557	06/02/22	FASTE010 FASTENAL & CON. SUPPLIES	MISC HARDWARE RESTOCK	Open	378.25	0.00	
M2201558	06/02/22	FASTE010 FASTENAL & CON. SUPPLIES	MISC HARDWARE RESTOCK	Open	215.01	0.00	
M2201564	06/02/22	GRAIN005 GRAINGER INC.	PRESSURE TRANSDUCER & PARTS	Open	1,593.16	0.00	
M2201568	06/02/22	BAYVI005 BAYVIEW BEARING & SUPPLY CO.	SCRUBBER FAN BELTS	Open	195.66	0.00	
M2201571	06/02/22	FASTE010 FASTENAL & CON. SUPPLIES	REPLACE TAPER LOCKS	Open	147.00	0.00	
M2201585	06/06/22	NORTH070 NORTHEAST ENERGY SYSTEMS Contract No: C2100034	GEJ-5 40K PARTS SERVICE	Open	788.14	0.00	C
M2201590	06/07/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	SODIUM HYPOCHLORITE	Open	4,253.43	0.00	C
M2201592	06/07/22	FWWEB005 F.W.WEBB COMPANY	MISC GAS PLANT SUPPLIES	Open	362.93	0.00	
M2201597	06/08/22	CMCSF005 CMC'S FACILITIES & SERVICES DE	DEP ORIGIN & DISPOSAL FORMS	Open	451.14	0.00	
M2201598	06/08/22	DELLM005 DELL MARKETING LLC	GOVERLAN LICENSE RENEWAL	Open	5,140.80	0.00	
M2201601	06/08/22	GENRO005 GENRON FIRE PROTECTION	TS EXTINGUISHER REPLACEMENT	Open	190.00	0.00	
M2201607	06/08/22	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2200013	Zetag dry polymer	Open	10,704.22	0.00	C
M2201609	06/08/22	GARTO005 GARTON'S RIGGING INC. Contract No: C2200015	Crane for misc RBC work	Open	3,300.00	0.00	C
M2201613	06/09/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	CM - SODIUM HYPOCHLORITE	Open	4,309.05	0.00	C
M2201618	06/09/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	BLEACH DELIVERY - WILDWOOD	Open	4,598.47	0.00	C
M2201630	06/10/22	GRAIN005 GRAINGER INC.	REPLACE HOIST SLUDGE BLDG	Open	3,701.27	0.00	
M2201631	06/10/22	GRAIN005 GRAINGER INC.	ANTI SEIZE MAINT. SUPPLIES	Open	92.16	0.00	
M2201632	06/10/22	GRAIN005 GRAINGER INC.	REPLACEMENT TOOL BATTERIES	Open	1,428.60	0.00	
M2201634	06/10/22	GRAIN005 GRAINGER INC.	MISC SLF SITE SUPPLIES	Open	652.39	0.00	
M2201641	06/10/22	VILLA015 VILLAS NAPA AUTO PARTS	SCRUBBER FAN BELTS	Open	245.52	0.00	
M2201645	06/10/22	GRAIN005 GRAINGER INC.	MISC SITE SUPPLIES	Open	201.66	0.00	
M2201648	06/10/22	GRAIN005 GRAINGER INC.	BOILER VENT, BOOTS, BUSHINGS	Open	267.26	0.00	
M2201649	06/10/22	GRAIN005 GRAINGER INC.	GAS DETECTOR BATTERIES	Open	104.90	0.00	
M2201650	06/10/22	FASTE010 FASTENAL & CON. SUPPLIES	BUNGEEES	Open	562.50	0.00	
M2201651	06/10/22	KEMIR005 KEMIRA WATER SOLUTIONS INC. Contract No: C2100024	FERRIC CHLORIDE	Open	6,121.33	0.00	C
M2201652	06/13/22	GRAYB005 GRAYBAR ELECTRIC CO.	MONITORS FOR PLANT GEN SETS	Open	1,405.40	0.00	
M2201654	06/13/22	GRAIN005 GRAINGER INC.	TS MISC. SUPPLIES	Open	1,342.49	0.00	
M2201655	06/13/22	WBMA005 W.B. MASON CO. INC.	TS JANITORIAL SUPPLIES	Open	269.30	0.00	
M2201657	06/13/22	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	ELECTRICAL COVER REPLACEMENTS	Open	321.40	0.00	
M2201662	06/13/22	WBMA005 W.B. MASON CO. INC.	TS JANITORIAL SUPPLIES	Open	155.80	0.00	
M2201667	06/13/22	INTER115 INTERNATIONAL WASTE TRANSPORT,	TARPS FOR SLUDGE TRUCKS	Open	4,620.00	0.00	
M2201670	06/13/22	RECOV020 INTERSTATE REFRIGERANT RECOVER	cfc removal services	Open	3,357.00	0.00	
M2201678	06/14/22	GRAIN005 GRAINGER INC.	FLOOR FAN FOR PC ELECTRICIAN	Open	87.54	0.00	
M2201679	06/14/22	FORES005 FORESTRY SUPPLIERS, INC.	MISC SITE SUPPLIES	Open	401.53	0.00	
M2201680	06/14/22	GRAIN005 GRAINGER INC.	MIL.KNOCKOUT PUNCH AND DIE 7/8	Open	58.16	0.00	
M2201682	06/14/22	KEERE005 KEER ELECTRICAL SUPPLY CO.	SEALTITE CONDUIT & CONNECTORS	Open	927.71	0.00	
M2201684	06/14/22	USABL005 USA BLUE BOOK	TEST AIR PLUGS	Open	417.00	0.00	
M2201687	06/14/22	GRAIN005 GRAINGER INC.	LADDER LEVELER KIT	Open	213.32	0.00	
M2201688	06/14/22	JOSEP005 JOSEPH GARTLAND, INC.	TS JANITORIAL SUPPLIES	Open	218.30	0.00	
M2201689	06/14/22	CHERR005 CHERRY VALLEY INC	WOODS MOWER DECK PARTS	Open	933.84	0.00	
M2201691	06/14/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,633.80	0.00	C
M2201697	06/15/22	CAPE4005 CAPE 47 LUMBER	LUMBER FOR SPICER PUMP BASES	Open	1,064.40	0.00	
M2201698	06/15/22	CHEME005 CHEMETRICS	CHLORINE ACTIVATOR SOLUTION	Open	88.05	0.00	
M2201706	06/16/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	BLEACH DELIVERY - WILDWOOD	Open	4,622.40	0.00	C

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201707	06/16/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,494.42	0.00	C
M2201709	06/16/22	FOLEY005 FOLEY, INC.	OIL SAMPLE BOTTLES & CAT KEYS	Open	885.54	0.00	
M2201714	06/17/22	ATLAN205 ATLANTICARE PHYSICIAN GROUP	PreEmployment DOT Physicals	Open	387.00	0.00	
M2201715	06/17/22	ADVAN040 STAPLES ADVANTAGE	MISC OFFICE SUPPLIES	Open	55.42	0.00	
M2201720	06/17/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	SODIUM HYPOCHLORITE	Open	4,704.29	0.00	C
M2201734	06/21/22	NAPA0005 SEAVILLE NAPA	CLUTCH KIT FOR T-28 & T-34	Open	1,646.00	0.00	
M2201736	06/21/22	NAPA0005 SEAVILLE NAPA	TS MISC. SUPPLIES	Open	240.00	0.00	
M2201737	06/21/22	ADVAN015 ADVANCE TIRE INC	LEAF TURNER TIRES S-12	Open	2,440.00	0.00	
M2201743	06/21/22	NAPA0005 SEAVILLE NAPA	SHOP SUPPLIES	Open	28.34	0.00	
M2201746	06/22/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	BLEACH DELIVERY - WILDWOOD	Open	4,646.52	0.00	C
M2201747	06/22/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	BLEACH DELIVERY - WILDWOOD	Open	4,653.81	0.00	C
M2201748	06/22/22	USABL005 USA BLUE BOOK	THERMOMETERS	Open	287.02	0.00	
M2201750	06/23/22	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	3,456.37	0.00	
M2201752	06/23/22	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	1,501.79	0.00	
M2201753	06/23/22	PEDRO005 PEDRONI FUEL CO.	UNLEADED FUEL DELIVERY	Open	3,829.09	0.00	
M2201754	06/23/22	DISCO005 DISCOUNT HYDRAULICS	HYDRAULIC FITTINGS FOR G-07	Open	49.34	0.00	
M2201755	06/23/22	GENTI005 GENTILINI FORD, INC.	TRANSMISSION PARTS FOR VAN	Open	40.64	0.00	
M2201756	06/23/22	SERVI005 SERVICE TIRE TRUCK CENTERS Contract No: C2200018	EM04 & L27 TIRE REPAIRS	Open	713.50	0.00	C
M2201760	06/23/22	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	ELECTRICAL CONNECTORS	Open	270.25	0.00	
M2201763	06/23/22	NAPA0005 SEAVILLE NAPA	BRAKLEEN	Open	179.40	0.00	
M2201765	06/24/22	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL LANDFILL	Open	35,746.81	0.00	
M2201767	06/24/22	INSIG010 INSIGHT PUBLIC SECTOR, INC.	IT INVENTORY SOLUTION	Open	852.82	0.00	
M2201775	06/27/22	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	1,642.20	0.00	
M2201782	06/27/22	NAPA0005 SEAVILLE NAPA	TS MISC SUPPLIES	Open	95.46	0.00	
M2201783	06/27/22	SHIIN005 SHI INTERNATIONAL CORP.	SOLARWINDS MAINT AND LICENSES	Open	6,414.15	0.00	
M2201784	06/27/22	DISCO005 DISCOUNT HYDRAULICS	HYDRAULIC TRUCK PARTS	Open	29.90	0.00	
M2201785	06/27/22	GARDN005 GARDNER TRUE VALUE	PC MAINTENANCE	Open	11.48	0.00	
M2201786	06/27/22	NAPA0005 SEAVILLE NAPA	SHOP ITEMS	Open	47.99	0.00	
M2201789	06/27/22	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL DELIVERY 6/20/22	Open	9,181.19	0.00	
M2201799	06/28/22	GAPVA005 GAPVAX, INC.	VAC TRUCK FAN MOTOR ASSEMBLY	Open	892.72	0.00	
M2201810	06/29/22	LYLEN005 LYLE NEMETH	OWP Course Books for AUTHORITY	Open	443.00	0.00	
M2201813	06/29/22	ADVAN010 ADVANCE SCALE CO. INC. Contract No: C2200029	2ND Q TRUCK SCALE INSPECTIONS	Open	1,700.00	0.00	C
M2201823	06/30/22	NAPA0005 SEAVILLE NAPA	TURBO BOOST LEAK TESTER	Open	320.00	0.00	
M2201840	07/01/22	ADVAN035 ADVANTAGE RENTAL CENTER	LOCK BOX, WIRE TIES, GRIPS	Open	75.02	0.00	
M2201841	07/01/22	GARDN005 GARDNER TRUE VALUE	LIGHT BULBS BATTERIES	Open	26.34	0.00	
M2201845	07/01/22	LOWES005 LOWE'S COMMERCIAL SERVICES	ELECTRIC BOXES	Open	47.28	0.00	
M2201846	07/01/22	SWAIN005 SWAIN'S HARDWARE STORE	LED STRIP LIGHT	Open	36.99	0.00	
V2200465	06/15/22	SAPPI005 HARRY R. SAPPPIE	HEALTH INSURANCE Q2 2022	Open	2,544.72	0.00	
V2200479	06/24/22	NJDIV010 NJ DIVISION OF PENSIONS	PENSION W/H - JUNE 2022	Open	97,766.43	0.00	
V2200480	06/28/22	ABCOP005 ABCO PUBLIC EMPLOYEES	CREDIT UNION	Open	1,200.26	0.00	
V2200481	06/28/22	NATIO045 NATIONWIDE RETIREMENT SOLUTION	DEFERRED COMPENSATION W/H	Open	15,633.85	0.00	
V2200482	06/28/22	NEWJE050 NEW JERSEY FAMILY SUPPORT	GARNISHMENTS	Open	1,146.00	0.00	
V2200483	06/28/22	ISABE005 ISABEL C.BALBOA, CHAPTER 13 TR	CASE NUMBER 18-28741	Open	463.50	0.00	
V2200484	06/28/22	HEALT005 HEALTH EQUITY	EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,377.20	0.00	
V2200485	06/28/22	DUES0005 TEAMSTERS LOCAL 331 DUES	UNION DUES	Open	3,036.00	0.00	
V2200486	06/28/22	POLIT005 TEAMSTERS LOCAL 331 POLITICAL	POLITICAL ACTION FUND	Open	21.00	0.00	
V2200487	06/28/22	SOCIA005 TEAMSTERS LOCAL 331 SOCIAL	UNION SOCIAL FUND	Open	7.00	0.00	
V2200488	06/28/22	DEPAR015 DEPARTMENT OF THE TREASURY	FICA TAXES & FED INCOME TAX	Open	118,141.95	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2200489	06/28/22	NJDIV015 NJ DIVISION OF TAXATION	STATE INCOME TAX	Open	17,958.11	0.00	
V2200490	06/28/22	CAPEM055 CAPE MAY COUNTY MUA	ADJUSTED PAYROLL CMCMA	Open	275,943.63	0.00	
V2200491	06/29/22	CMCMU040 CMCMA PETTY CASH OC	PETTY CASH REIMBURSEMENT	Open	51.99	0.00	
V2200492	06/29/22	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES	Open	20.94	0.00	
V2200493	06/29/22	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	7,328.25	0.00	
V2200494	07/05/22	WAWAF005 WAWA FLEET SERVICES	GASOLINE- JUNE 2022	Open	196.78	0.00	
V2200495	07/05/22	COMCA010 COMCAST OF SOUTH JERSEY INC.	UTILITIES- 6/28/22-7/27/22	Open	146.21	0.00	
V2200496	07/05/22	VERIZ010 VERIZON WIRELESS	UTILITIES- 5/24/2022-6/23/2022	Open	193.61	0.00	
V2200497	07/05/22	NJDIV020 NJ DIV OF TAXATION (SPILL TAX)	SPILL TAX JUNE 2022	Open	134.18	0.00	
V2200498	07/05/22	BOROU025 BOROUGH OF AVALON	UTILITIES	Open	959.00	0.00	
V2200499	07/05/22	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	402.26	0.00	
V2200500	07/05/22	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	25,368.01	0.00	
V2200501	07/05/22	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES-ADMIN BUILDING	Open	288.50	0.00	
V2200502	07/05/22	WINDS005 WINDSTREAM	UTILITIES	Open	3,500.00	0.00	
V2200503	07/05/22	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES	Open	3,671.55	0.00	
V2200504	07/05/22	SOUTH060 SOUTH JERSEY GAS	UTILITIES-GAS HEAT TS JUNE	Open	40.76	0.00	
V2200505	07/05/22	CMCMU020 CMCMA WASTEWATER	LEACHATE DISPOSAL JUNE 2022	Open	12,475.20	0.00	
V2200506	07/05/22	TELES005 TELESYSTEM	UTILITIES JULY 2022	Open	139.50	0.00	
V2200507	07/05/22	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES TS - ACCT#524 JUNE	Open	872.97	0.00	
V2200508	07/05/22	UNITE135 UNITED HEALTHCARE INSURANCE CO	Health Insur. Vision JULY 2022	Open	1,666.84	0.00	
V2200509	07/06/22	UNITE025 UNITED PARCEL SERVICE	POSTAGE	Open	36.00	0.00	
V2200510	07/06/22	SPECT025 SPECTROTEL	UTILITIES- JULY 2022	Open	1,116.62	0.00	
V2200511	07/06/22	VERIZ010 VERIZON WIRELESS	UTILITIES- 5/29/22-6/28/22	Open	1,613.51	0.00	
V2200512	07/06/22	VERIZ030 VERIZON	FIOS INTERNET	Open	239.99	0.00	
V2200513	07/06/22	PASS0005 E-Z PASS	TRAVEL- ACT #200 0059 7011 4	Open	2,000.00	0.00	
V2200514	07/06/22	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES- ACCT #312 JUNE	Open	9,430.48	0.00	
V2200515	07/06/22	CLEAN030 CLEAN ENERGY	CNG FUEL- JUNE 2022	Open	4,110.24	0.00	
V2200517	07/06/22	SOUTH060 SOUTH JERSEY GAS	UTILITIES	Open	769.64	0.00	
V2200518	07/06/22	STATE110 STATE OF NEW JERSEY	HEALTH INSURANCE-JULY 2022	Open	92,829.29	0.00	
V2200519	07/06/22	STATE110 STATE OF NEW JERSEY	HEALTH INSURANCE-JULY 2022	Open	250,233.68	0.00	
V2200520	07/06/22	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	102,941.67	0.00	

Total Purchase Orders: 221 Total P.O. Line Items: 0 Total List Amount: 1,507,495.69 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	2-100	925,054.87	0.00	18,880.81	943,935.68
WASTEWATER OPERATIONS	2-200	282,667.17	0.00	0.00	282,667.17
SOLID WASTE OPERATIONS	2-300	94,367.85	0.00	0.00	94,367.85
RENEWAL & REPLACEMENT	2-720	186,524.99	0.00	0.00	186,524.99
Total of All Funds:		<u>1,488,614.88</u>	<u>0.00</u>	<u>18,880.81</u>	<u>1,507,495.69</u>

Cape May County Municipal Utilities Authority

CERTIFICATION OF FUNDS:

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

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

all said Vouchers Lists dated July 13, 2022.



Robert P. Donato, CPA
Chief Financial Officer