

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

August 16, 2023 @ 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
 - August 2, 2023 Regular Meeting**
6. Comments or Questions from the Public on Agenda Items
7. Announcements/Special Presentations
8. Executive Director's Personnel Report
 - Resignations/Retirements
 - Leaves of Absence and Changes in Leaves of Absence
 - Reassignments/New Hires
9. Board Reports:
 - Wastewater Management Program Report
 - **August 9, 2023**
 - Solid Waste Program Tonnage and Revenue Report
 - **July 2023**
10. Wastewater Management and Solid Waste Management Programs (Combined)
11. Wastewater Management Program
 - Resolution No. 101-23** Resolution Authorizing the Award of Contract WWL-EQUIP-18-23 – Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower Wastewater Treatment Facility to Riordan Materials Corporation (total not-to-exceed amount of \$167,676.00)

Resolution No. 102-23 Resolution Authorizing the Award of Contract WW-EQUIP-22-23 – Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities to Mid Atlantic Pump & Equipment Company (total not-to-exceed amount of \$180,880.00 for Part A and \$174,300.00 for Part B)

Resolution No. 103-23 Resolution Authorizing the Continuation of Contract SER-37-22 with Environmental Protection & Improvement Company, LLC. – Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMA Wastewater Facilities Pursuant to Resolution No. 94-22 (total not-to-exceed amount of \$1,447,700.00)

Resolution No. 104-23 Resolution Rescinding Resolution No. 80-23 Authorizing the Withdrawal of the Bid Submitted by Xylem/Evoqua Water Technologies for Contract WWL-EQUIP-07-23, Rescinding Resolution No. 81-23 Authorizing the Award of Contract WWL-EQUIP-07-23 to Walker Process Equipment, Division of McNish Corp., and Authorizing the Rejection of All Bids Received for WWL-EQUIP-07-23 – Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility and Substantially Revising the Specifications Pursuant to N.J.S.A. 40A:11-13.2(D)

12. Solid Waste Management

Resolution No. 105-23 Resolution Authorizing Shared Services Agreement for Solid Waste Disposal and Recycling Services

13. Miscellaneous

14. Approval of Vouchers – August 16, 2023

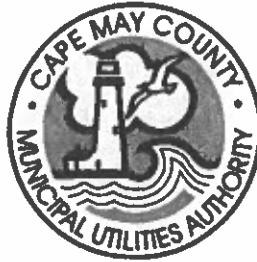
Administration
Wastewater Operations
Wastewater Project
Solid Waste Operations
Solid Waste Project

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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MINUTES OF THE REGULAR MEETING

August 2, 2023

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

PRESENT:

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

ALSO PRESENT:

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

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

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

The Pledge of Allegiance was recited.

Minutes

Minutes of the July 12, 2023 Regular Meeting were submitted for approval or correction.

A correction to the July 12, 2023 Regular Meeting minutes to indicate Mr. Burns as Absent/Excused was presented to the Commissioners.

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

Motion Carried: 4-0-1

Approval of the Minutes from the July 12, 2023 Regular Meeting as corrected.

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

Motion Carried: 3-0-2

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

Treasurer's Report

Approval of the Treasurer's Report dated June 30, 2023.

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

Motion Carried: 5-0-0

Construction Status Report – July 26, 2023 – Thomas J. LaRocco

32nd Street Pump Station Piping & Pump Upgrades - The purpose of this project is to replace piping, fittings, valves and appurtenances on the dry side of the well to remediate poor material conditions, and to improve the operational flexibility of the station. The installation of three (3) new sets of pumps and motors that were procured independently of this contract shall also be completed. This project was awarded on November 16th. Notice to Proceed was issued, effective December 5, 2022. A preconstruction meeting was held on December 13th. It is expected that, due to seasonal flow conditions and supply chain problems, the Contractor will not begin physical work until October 15, 2023. Currently, the review of technical submittals and material procurement is ongoing.

Seven Mile Beach/Middle Region Furnish and Install Backflow Preventer Units – The purpose of this project is to install facility-wide backflow preventer and bypass systems for two potable water services, both fire and domestic, that serve the facility. The goal is to prevent contamination of the municipal water distribution system from the facility's water system while also eliminating the need for several internal backflow preventer permits. The backflow preventer and bypass systems are to be housed in a new, small, precast concrete, pre-engineered building which shall be located immediately west of the facility's entrance. On June 30th, the foundation for the preventer building was poured. On July 10th, the floor slab for the building was poured. Physical work on this project has been suspended pending the delivery of the precast concrete building, which is expected during August, 2023. The long lead time associated with the building's delivery will most likely require an extension of contract time.

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

Various Regions Disposal of RBCs and Other Miscellaneous Equipment - The purpose of this project is to remove and dispose of various pieces of surplus equipment that are in poor condition in order to provide more working space at the Authority's Ocean City, Wildwood/Lower and Cape May Wastewater Treatment Facilities. Work includes the loading, hauling, unloading and disposal of nineteen (19) RBC shaft assemblies, two (2) storage tanks and, on an "if and where directed" basis, eight (8) storage containers and other miscellaneous treatment equipment. All assigned pay item work has been completed. This Contract shall be extended past the June 20th completion date to enable the Authority to utilize the remaining funds from this Contract's "Allowance" pay item to be dedicated to the installation of three (3) RBCs at Ocean City, scheduled for this coming fall.

Wastewater Management and Solid Waste Management Programs (Combined)

Resolution No. 86-23 Resolution Authorizing the Purchase of Supplies, Services and Equipment from State and Cooperative Contract Vendors in excess of Bid Threshold for Fiscal Year 2023

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

Motion Carried: 5-0-0

Resolution No. 87-23 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-19-23) to SCS Engineers

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

Motion Carried: 5-0-0

Resolution No. 88-23 Resolution Authorizing the Continuation of Contract MUA-EQUIP-34-22 with United Electric Supply Company, Inc. – Procurement of PLCs, VFDs, ETO Products and Architecture and Startup Services Pursuant to Resolution No. 90-22

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

Motion Carried: 5-0-0

Wastewater Management Program

Resolution No. 89-23 Resolution Authorizing the Award of Contract WW-13-23 – Cape May, Wildwood/Lower and Ocean City Regions’ Control System SCADA Upgrade to Scafco Electric, Inc.

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

Motion Carried: 5-0-0

Resolution No. 90-23 Resolution Authorizing Contract Change Order No. 1 to Contract WW-15-23 - Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations with MidAtlantic Engineering Partners

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

Motion Carried: 5-0-0

Resolution No. 91-23 Resolution Authorizing the Continuation of Contract CHEM-53-22 with Kuehne Chemical Co., Inc. – Furnish and Deliver Sodium Hypochlorite to CCMUA Regional Wastewater Treatment Facilities Pursuant to Resolution No. 103-22

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

Motion Carried: 5-0-0

Resolution No. 92-23 Resolution Authorizing the Continuation of Contract CHEM-54-22 with Kemira Water Solutions, Inc. – Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities Pursuant to Resolution No. 104-22

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

Motion Carried: 5-0-0

Solid Waste Management Program

Resolution No. 93-23 Resolution Authorizing the Award of Contract SLF-24-23 (Part A) – Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill to MV Technologies, LLC.

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

Motion Carried: 5-0-0

Resolution No. 94-23 Resolution Authorizing the Award of Contract SLF-24-24 (Parts B and C) – Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill to Nichem Co.

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

Motion Carried: 5-0-0

Resolution No. 95-23 Resolution Authorizing the Award of Contract SLF-24-24 (Part D) – Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill to Norit Americas, Inc.

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

Motion Carried: 5-0-0

Resolution No. 96-23 Resolution Authorizing the Award of Contract SW-EQUIP-28-23 – Furnish, Deliver and Install Four (4) New 23.5R25 Soft Riding Solid Rubber Tires on One (1) John Deere Front End Loader at the Transfer Station

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

Motion Carried: 5-0-0

Resolution No. 97-23 Resolution Authorizing the Award of Contract SW-EQUIP-29-23 – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Caterpillar Heavy Equipment to Foley Incorporated

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

Motion Carried: 5-0-0

Resolution No. 98-23 Resolution Authorizing the Award of Contract SW-EQUIP-23-23-REBID – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Volvo Heavy Equipment to Hoffman International, Inc.

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

Motion Carried: 5-0-0

Resolution No. 99-23 Resolution Authorizing the Execution of an Agreement Between the Cape May County Municipal Utilities Authority and Severson Environmental Services, Inc.

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

Motion Carried: 5-0-0

Miscellaneous

Resolution No. 100-23 Resolution Authorizing a Contract for Professional Services Related to the CCMUA Employee Assistance Program with TotalCare

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

Motion Carried: 5-0-0

Approval of Vouchers

Approval of the Administration Vouchers List dated August 2, 2023.

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

Motion Carried: 5-0-0

Approval of the Wastewater Operating Vouchers List dated August 2, 2023.

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

Motion Carried: 5-0-0

Approval of the Wastewater Project Vouchers List dated August 2, 2023.

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

Motion Carried: 5-0-0

Approval of the Solid Waste Operations Vouchers List dated August 2, 2023.

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

Motion Carried: 5-0-0

Approval of the Solid Waste Project Vouchers List dated August 2, 2023.

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

Motion Carried: 5-0-0

The total of all five (5) approved Vouchers Lists, dated August 2, 2023, was \$ 2,771,240.55.

Public Comment

None offered.

New Business

None presented.

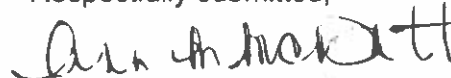
Executive Session

None presented.

Adjournment

There being no further business, the Regular Meeting adjourned at 6:55 p.m.

Respectfully submitted,


Ann M. McDevitt
Recording Secretary

8/3/23

RESIGNATIONS/RETIREMENTS

NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
James E. Banks	Wastewater/Utility Worker/Ocean City	8/12/2023	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
N/A			

MEMORANDUM

August 9, 2023

TO: Mr. Joshua Palombo, Wastewater Program Manager

FROM: Emily R. Zidanic, Wastewater Program Engineer 

RE: Wastewater Program Monthly Report

1.0 General

2023 Intern Project:

Problem Statement:

During periods of high loading (summer) to the Ocean City Regional Wastewater Treatment Facility (OCWTF), filtrate returned by the Rotary Press Operation adds high concentrations of biochemical oxygen demand (BOD) into the influent waste stream. This high loading causes a strain on the capacity of the wastewater treatment process.

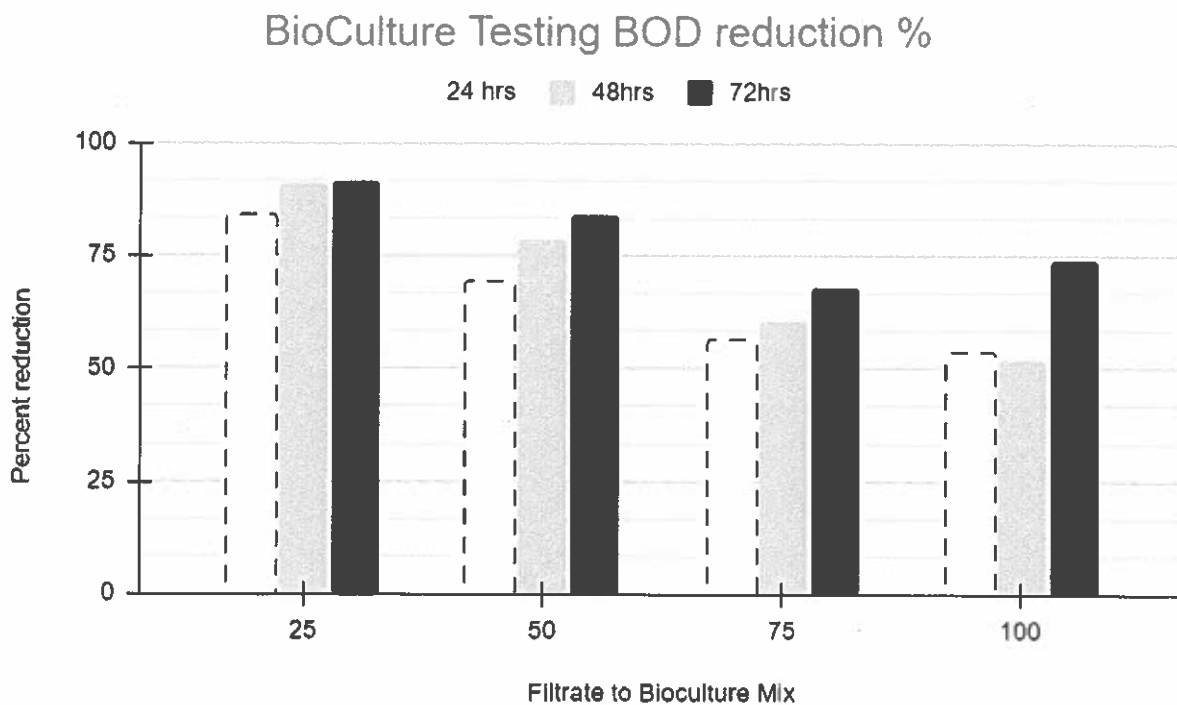
Hypothesis:

Supplemental Biological/Physical/Chemical Treatment of the filtrate waste stream will reduce BOD loading, both total and soluble, to levels that are not disruptive to the OCWTF operations under high loading conditions.

Purpose:

- Quantify Total and Soluble BOD prior to and after treatment
- Reduce BOD (total and soluble)
- Determine parameters for biological treatment (MLSS and Contact Time) required to treat the Filtrate
- Determine parameters for clarification
- Determine parameters related to sludge production

To execute this project on a bench scale, two (2), five (5) gallon buckets were used to create an environment to keep the microbiology found in typical biological treatment of wastewater, alive and thriving with the proper amount of air and food. Aliquots from the bioculture are then mixed with the filtrate from the dewatering process at different strengths of 25%, 50%, 75%, 100% to simulate biological treatment. A sample from the different strengths (25%, 50%, 75%, 100%) was taken after 24 hours, 48 hours and 72 hours. Chemical analysis was performed before and after treatment to determine the effectiveness of the biological treatment.



In the graph above, it shows the reduction of the BOD after a certain amount of time. The average starting BOD of filtrate before mixing during these tests is 5,618.75 mg/L. The bench scale test resulted in the most effective treatment being a 25% mixture with an average final BOD of 950 mg/L, and an average 83% reduction.

To prove the opposite reaction, we tested what would happen if there is more Filtrate than Bioculture. The conclusion was that the Bioculture would experience excessive toxicity and would have no effect on the reduction of BOD.

Once the bench scale testing proved feasible, an upscaled pilot was designed to simulate the wastewater process of Activated Sludge with extended aeration treatment. Three (3) 250 gallon totes are being utilized at the Ocean City Regional Wastewater Treatment Plant to simulate the biological treatment system. Similar to the bench scale testing, samples are being taken from each tank and chemical analysis performed to determine the effectiveness of the biological treatment. The difference with the upscaled test is that this is now a continuous treatment process compared to the bench scale test which is a batch treatment process. This requires more monitoring of the system which has gotten the Ocean City staff involved. Results from the Pilot System have demonstrated the BOD can be reduced from about 3,000 mg/L to less than 20 mg/L in the effluent tank. The tank sequence is as it appears on the following page.



Filtrate → Bioculture → Treated Effluent



Treated effluent

MEMORANDUM

August 9, 2023

Page 4

LGEA Incentives:

As a result of the Authority's participation in the New Jersey Clean Energy Program Local Government Energy Audit (LGEA), incentive programs were made available for the completion of Energy Conservation Measures (ECM) as recommended by the consultant. Since the final reports have been issued, the Authority has targeted the recommended lighting upgrade incentives. To date, the Authority has received \$3,655 and is expecting an additional \$375 in incentives for the completion of 113 lighting upgrades throughout the Seven Mile Middle and Ocean City Regions.

2.0 Operational Data

2.1 Municipal Flow Report: July 2023

Billing Party	Million Gallons	% of Total
New Jersey American Water	149.460	27.26%
Middle Township	32.082	5.85%
Rio Grande	11.859	2.16%
Cape May Court House	11.645	2.12%
Avalon Manor	1.268	0.23%
Stone Harbor Blvd	1.575	0.29%
Court House South	5.648	1.03%
Harbor Bay Center	0.087	0.02%
City of North Wildwood	59.312	10.82%
City of Wildwood	58.030	10.58%
City of Cape May	41.728	7.61%
Borough of Wildwood Crest	53.844	9.82%
Borough Avalon	51.141	9.33%
City of Sea Isle City	56.802	10.36%
Borough of Stone Harbor	23.281	4.25%
Borough of West Cape May	5.673	1.03%
Borough of West Wildwood	9.001	1.64%
Board of County Commissioners	2.004	0.37%
Borough of Cape May Point	3.360	0.61%
Lower Township MUA	2.518	0.46%
New Jersey Turnpike Authority	0.102	0.02%

MEMORANDUM

August 9, 2023

Page 5

Facility AVERAGE Flow in Million Gallons Per Day

Report Month Jul

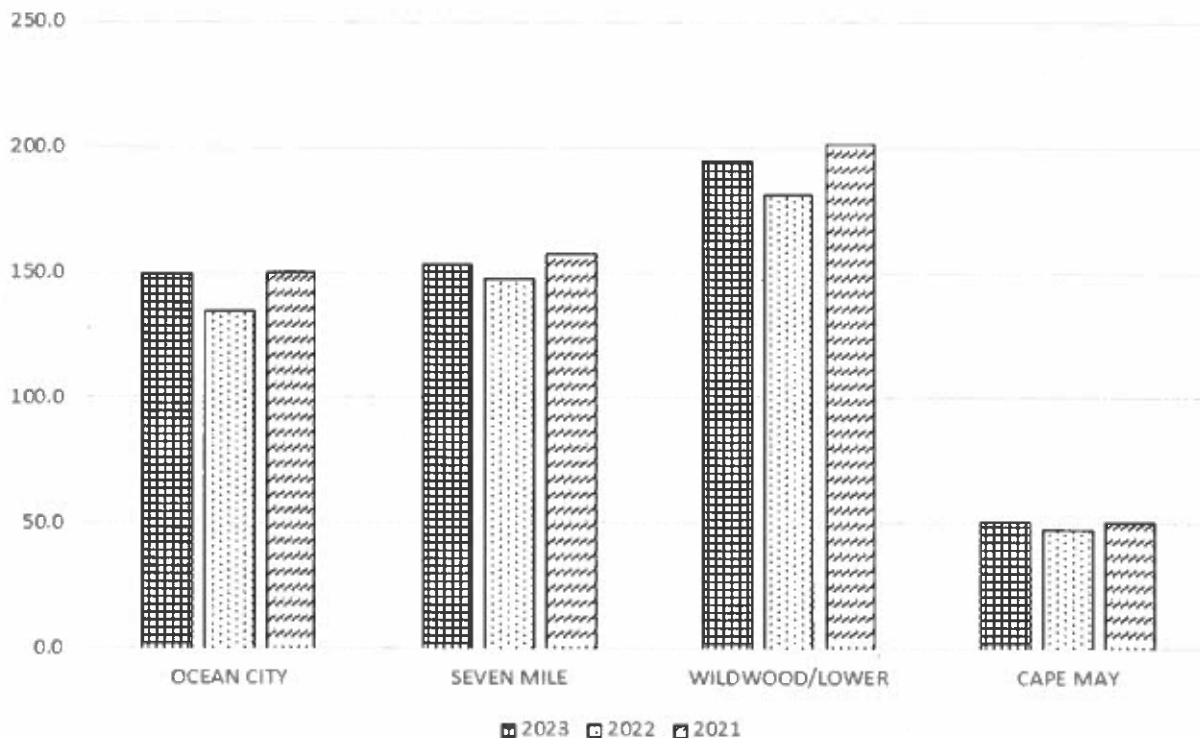
Facility	Years		2023	% Change	Difference
	2022	2021			
Ocean City Average - Capacity 8.24	4.35	4.82	4.82	11%	▲
Seven Mile Average - Capacity 7.67	4.76	4.95	4.95	4%	▲
Wildwood Average - Capacity 14.18	5.86	6.28	6.28	7%	▲
Cape May Average - Capacity 3.00	1.55	1.64	1.64	6%	▲

Facility PEAK Flow in Million Gallons Per Day

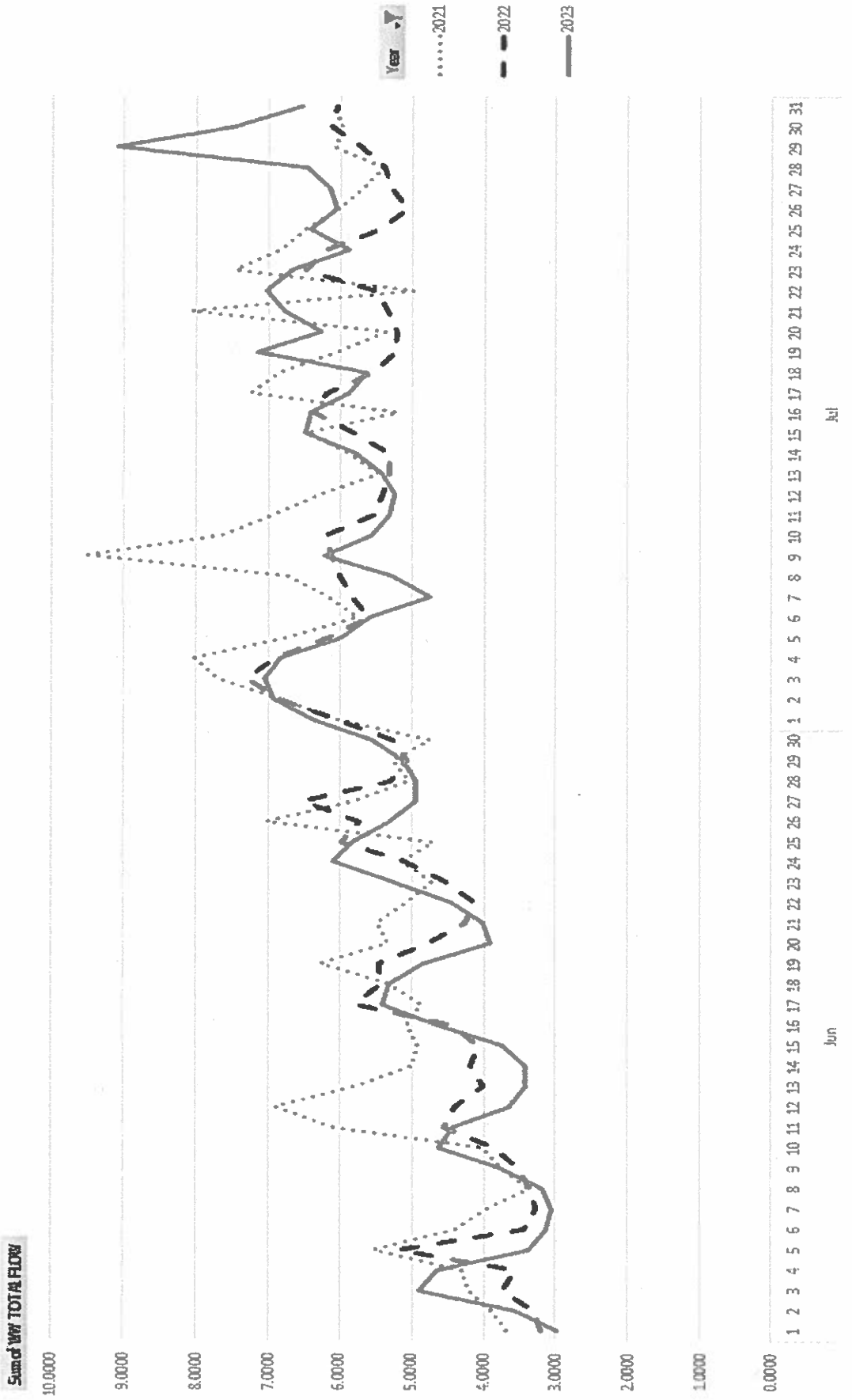
Report Month Jul

Facility	Years		2023	% Change	Difference
	2022	2021			
Ocean City Peak - Capacity 8.24	5.55	6.65	6.65	20%	▲
Seven Mile Peak - Capacity 7.67	7.17	6.74	6.74	-6%	▼
Wildwood Peak - Capacity 14.18	7.30	9.08	9.08	24%	▲
Cape May Peak - Capacity 3.00	1.95	2.04	2.04	5%	▲

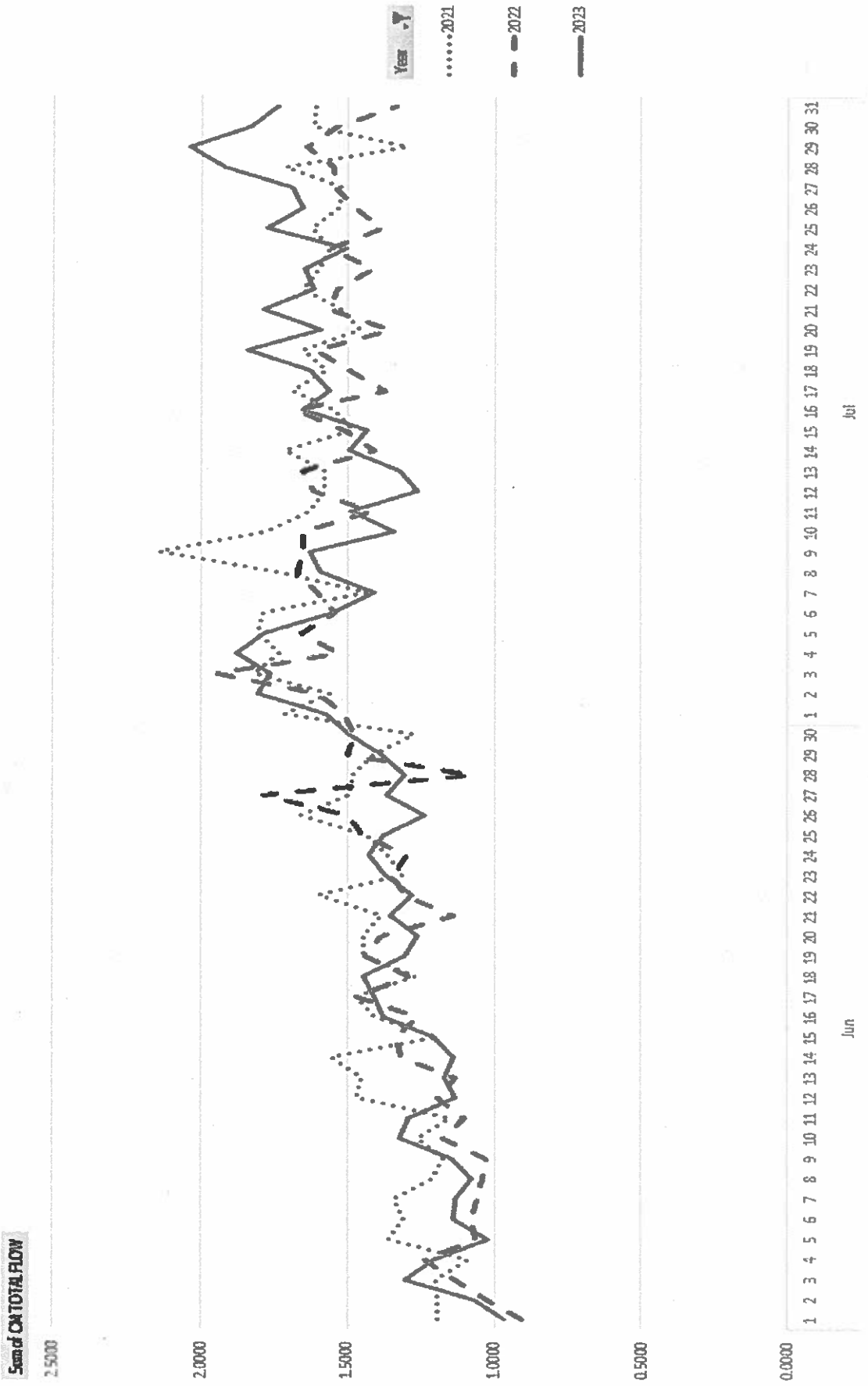
Monthly Flow For July Last Three Years



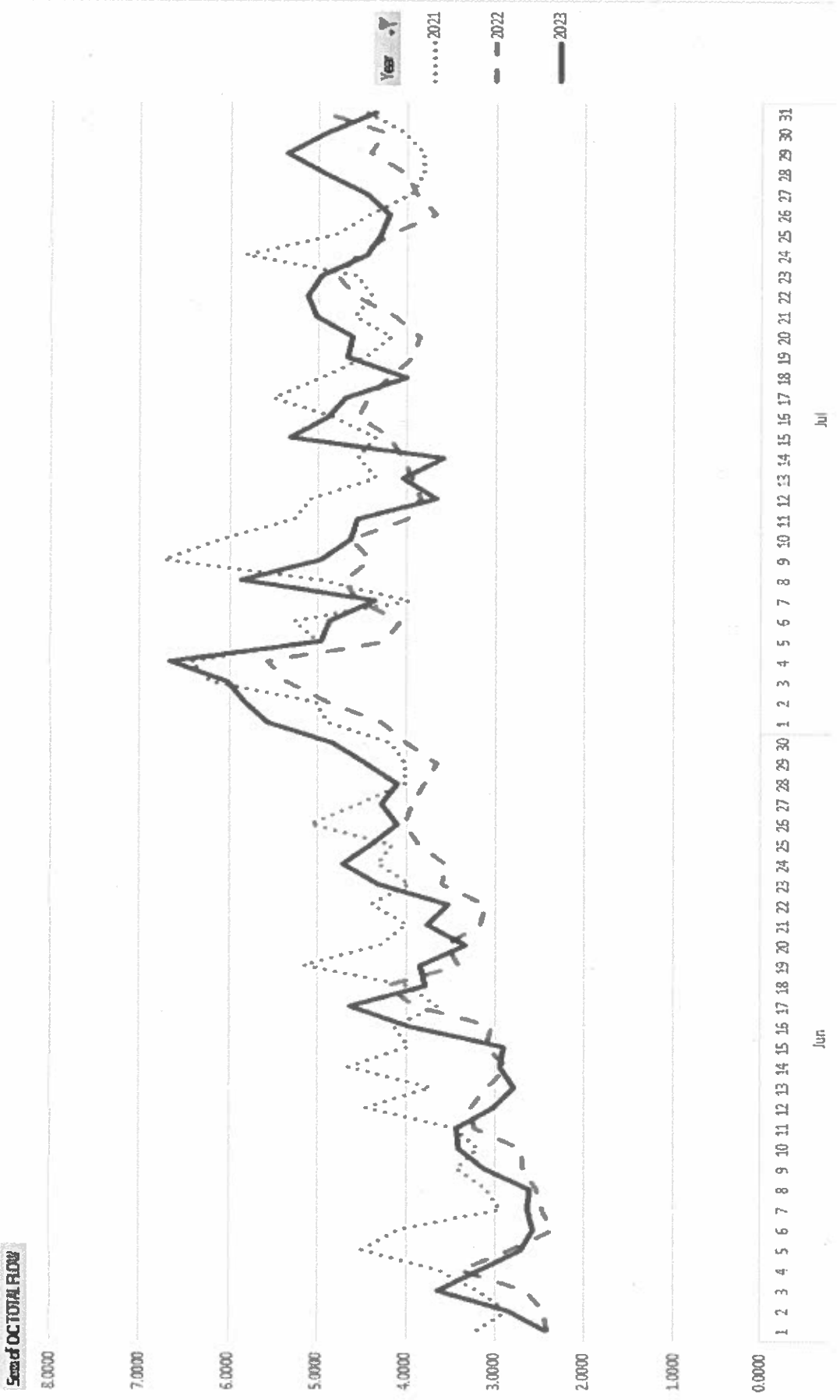
Wildwood / Lower Twp Daily Flow for June and July for 2021 - 2023



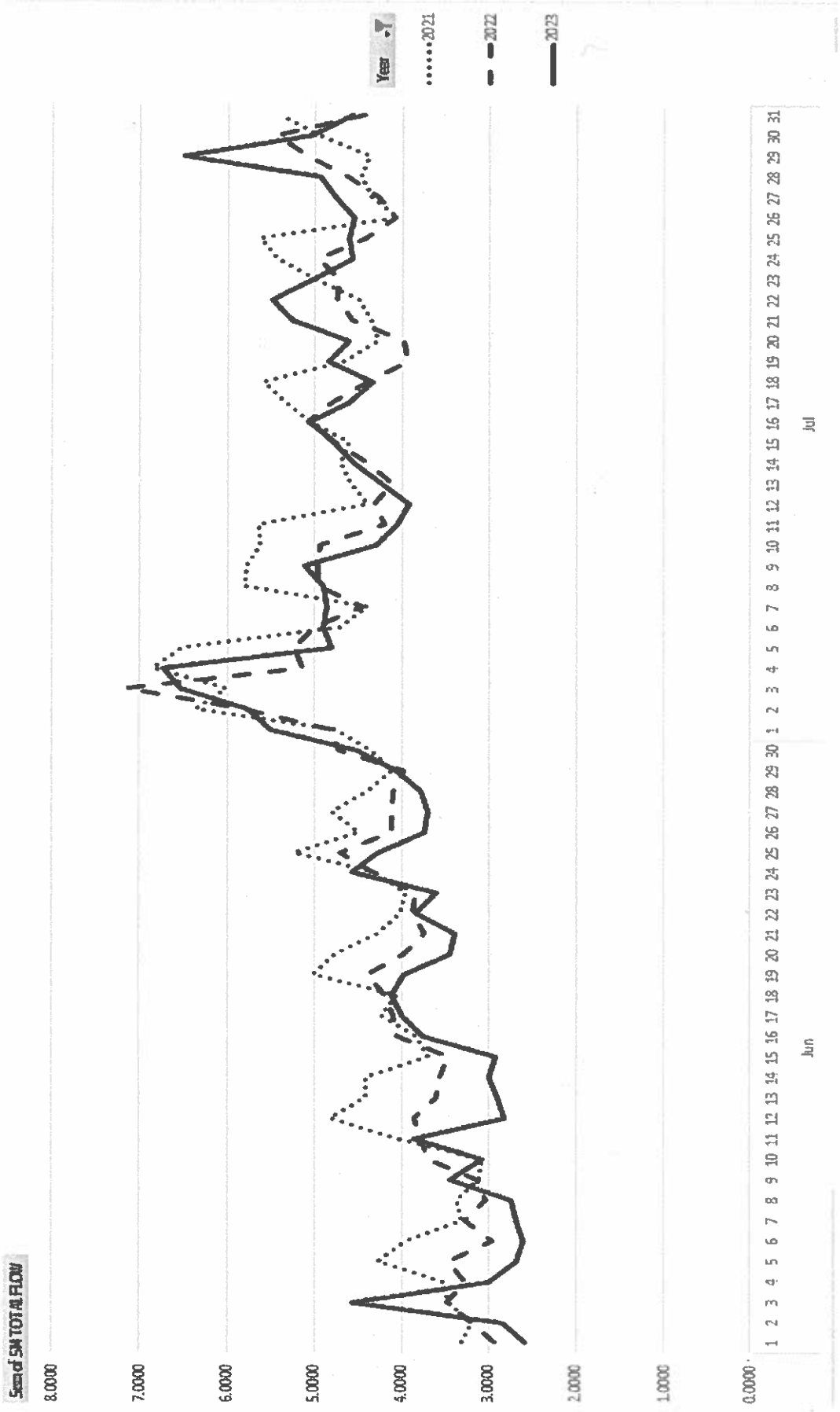
Cape May Daily Flow for June and July for 2021 - 2023



Ocean City Daily Flow for June and July for 2021 - 2023



Seven Mile / Middle Twp Daily Flow for June and July for 2021 - 2023



2.2 Laboratory Data: July 2023

	Average TSS mg/L			Average CBOD mg/L		
	Influent	Effluent	% Removal	Influent	Effluent	% Removal
Cape May	448	8	98	405	13	97
Wildwood	343	15	96	377	18	95
Seven Mile	540	11	98	444	16	96
Ocean City	210	16	92	211	17	92

2.3 Reclaimed Water for Beneficial Reuse (RWBR)

	Public Access (gallons)
July 2023	0*
July 2022	239,00


*The system is currently offline to the public to determine a correlation between Total Suspended Solids (TSS) and Turbidity as outlined in the permit.

2.4 Seven Mile Beach/Middle Wastewater Treatment Facility Septage and Leachate Receiving


	Septage (gallons)	Leachate (gallons)
July 2023	1,367,700	822,000
July 2022	1,123,100	684,000

2.5 Sludge Transfer Facility


REVISED-Sludge Disposal Report YTD for January to June

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
4775	550	Cost
\$ 229,666.50	\$ 76,873.50	\$ 306,540.00

Sludge Disposal Report for July

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
2050	188.94	Cost
\$ 105,445.00	\$ 26,408.14	\$ 131,853.14

Sludge Disposal Report for YTD

DRY CU YDS	Wet Tons	
ACUA	EPIC	Total
6825	738.94	Cost
\$ 335,111.50	\$ 103,281.64	\$ 438,393.14

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 IT Department and 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:	\$2,884,982.87 (78.4%)

Site Acceptance Testing (SAT) is essentially complete for the entire Seven Mile Beach/Middle Region. Work is now commencing on the historian setup and operational reporting software Dream Reports.

Construction Contracts

Contract SM-04-21 Seven Mile Beach/Middle Region Control System SCADA Upgrade is essentially complete.

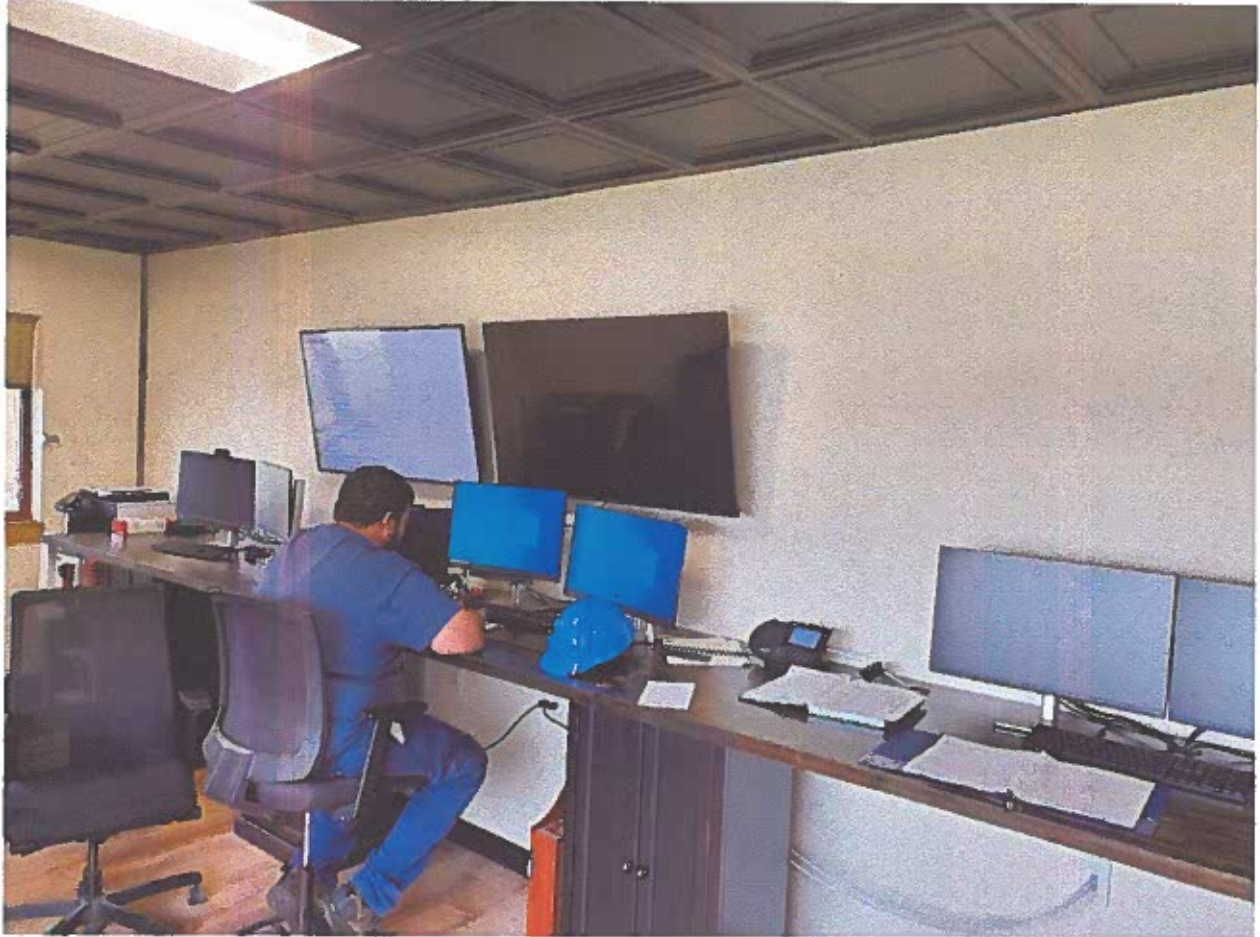
Contractor:	Scalfo Electric
Contract Amount:	\$1,714,916.07
Amount Expended:	\$1,670,817.75 (97.43%)

Contract WW-13-23 SCADA OC, WWL & CM has been approved by the Board and awaiting scheduling of the "notice to proceed" meeting with the contractor. This contract covers the SCADA upgrade work at the Cape May Regional Wastewater Treatment Facility, Ocean City Regional Wastewater Treatment Facility and the Wildwood/Lower Regional Wastewater Treatment Facility.

Contractor:	Scalfo Electric
Contract Amount:	\$4,998,000.00
Amount Expended:	\$0.00 (0.0%)

MIP Room Renovation:

The final phase of the SCADA project at the Seven Mile Beach/Middle Region was the renovation of the Main Instrumentation Panel (MIP) room. This task was being performed in-house utilizing the Seven Mile Beach/Middle staff, the Project Crew and the IT department. The room has been completed! (See picture on the following page.)



SMM MIP room with operator

Regional Bypass Pump Acquisition

The CMCMUA added to the fleet of bypass pumps for emergency and maintenance operations. Two pumps were delivered by Thompson Pumps out of Port Orange, Florida. These pumps are each capable of moving 2,680 gallons per minute at 190 feet of head pressure. Currently, we are in the process of furnishing the facilities with hoses and connections to accommodate the 6-inch pump connections. The CMCMUA still maintains two four inch pumps that are adequate for the lower flow pump stations in the region at approximately 700 gallons per minute. (See the pictures on the following page.)



CMCMUA Regional Bypass Pumps

MEMORANDUM

August 9, 2023

Page 15

Rotating Biological Contactor (RBC) Electrical Upgrades at the Wildwood/Lower Wastewater Treatment Facility:

As part of the Wastewater Program's 20 year Capital Renewal and Replacement Plan, Wildwood/Lower Region has begun to ship out Rotating Biological Contactor (RBC) control panels for refurbishment to allow monitoring and control through the upcoming Supervisory Control and Data Acquisition (SCADA) system. The contract vendor, United Electric/Schneider Electric, is in receipt of 64 RBC buckets with a progressive schedule for sending and receiving the control buckets for refurbishment.

The first shipment of refurbished RBC MCC buckets (5) has been rescheduled to August 18th, 2023. Progressive weekly shipments of 5 are expected through September. An additional 32 RBC MCC buckets were shipped for refurbishment the week of June 5th. The return schedule will take us through the final quarter of the year.

Scum Concentrator Replacement at Seven Mile Beach/Middle and Wildwood/Lower WTP

As part of the Wastewater Program's 20-Year Capital Renewal and Replacement Program, the Authority is replacing the Scum Concentrators at the Seven Mile Beach/Middle and the Wildwood/Lower WTPs. A scum concentrator combines dewatering by gravity separation with a heated day tank for further processing of concentrated scum and grease. This system provides the means to keep grease laden skimmings pumpable to be transferred for disposal.

The Project Crew completed demolition of the main scum concentrator systems of Seven Mile Beach/Middle in October 2022 and Wildwood/Lower in June 2023. Ancillary components are currently being demolished.

At Seven Mile Beach/Middle, Project Crew fabricated and installed stairs and poured a concrete platform to access the scum pit where the scum is collected from the primary clarifiers. Project crew has also prepared the primary scum pit at SMM for the new equipment to be installed. (pictured below)

The Wildwood/Lower facility received the scum collector during the week of 7-31-2023. The Seven Mile Beach/Middle Facility received the scum collector during the week of 8-7-23 This equipment is staged and the remaining components will be received over the coming weeks. (See pictures on the following pages.)



SMM scum pit curb demolition



SMM scum pit access stairs



WWL Scum Concentrator Delivery



SMM Scum Concentrator Delivery

MEMORANDUM

August 9, 2023

Page 18

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 occurs, 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, Assistant Regional Manager/Collections System Coordinator, Wildwood/Lower. The team is gathered routinely and they evaluate air releases to determine which parts need to be replaced (air releases, valving, piping).

Preparations are being made to resume the inspections in the fall.

VFD installation throughout the Wildwood/Lower Wastewater Treatment Facility:

The plant electrician completed setting in 6 sludge pump VFDs in the clarifier gallery. All operating clarifier gallery and thickener pumps have now been converted to be controlled by a VFD. This will allow closer monitoring and communication to the future SCADA system. During the month of July, the WWL Plant Electrician and the Project Crew Electrician have installed Variable Frequency Drives (VFDs) to control the thickener complex pumping systems. (See picture on the next page.)



WWL thickener gallery VFD install

3.2 Repair and Maintenance Projects

Ocean City Gate Controller

The facility electrician completed rewiring and programming of the new front gate keypad and gate controller after a new keypad and stand was installed. This allows the gates to be closed at all times and restricted access to only CMCMUA employees. (See picture on the following page.)



OC gate access keypad

OC Sludge Processing Scrubber Motor Repairs

It was reported that the Sludge Processing scrubber fan motor was beginning to make a loud grinding noise. The maintenance department replaced the motor. The scrubber system is back online and running normally.



OC Sludge Processing Scrubber Motor Repairs

MEMORANDUM

August 9, 2023

Page 21

Bay Ave Air Release vent Repair:

An air release vent was reported damaged along Bay Avenue near 24th street in Ocean City. Maintenance personnel installed a replacement.



OC air release chamber vent replacement

Pump Station Communications Improvements:

Due to persistent radio communication issues between Burleigh Pump Station in Cape May Court House, Rich's Tree Service was contracted to remove several trees that may be hindering the radio communication between the station and the Seven Mile Beach/Middle Wastewater Treatment Facility. This project has been completed and monitoring continues to determine if this action resolves the communication issues.

39th Street Biofilter Maintenance:

The Seven Mile Beach/Middle operations staff along with help from Sea Isle City Public Works redistributed the media at the 39th Street Bio-Filter in an effort to limit the amount of odors coming from the station. Operations has also implemented chemical addition at 39th Street's sending stations at 69th Street in Sea Isle City and 81st Street in Stone Harbor. This is an attempt to help oxidize the wastewater entering 39th Street to limit the formation of hydrogen sulfide which is the primary source of odors in wastewater. Monitoring continues to determine if this is an effective measure. (See pictures on the following page.)



Bio-Filter Media Redistribution



81st Street Chemical Addition



69th Street Chemical Addition

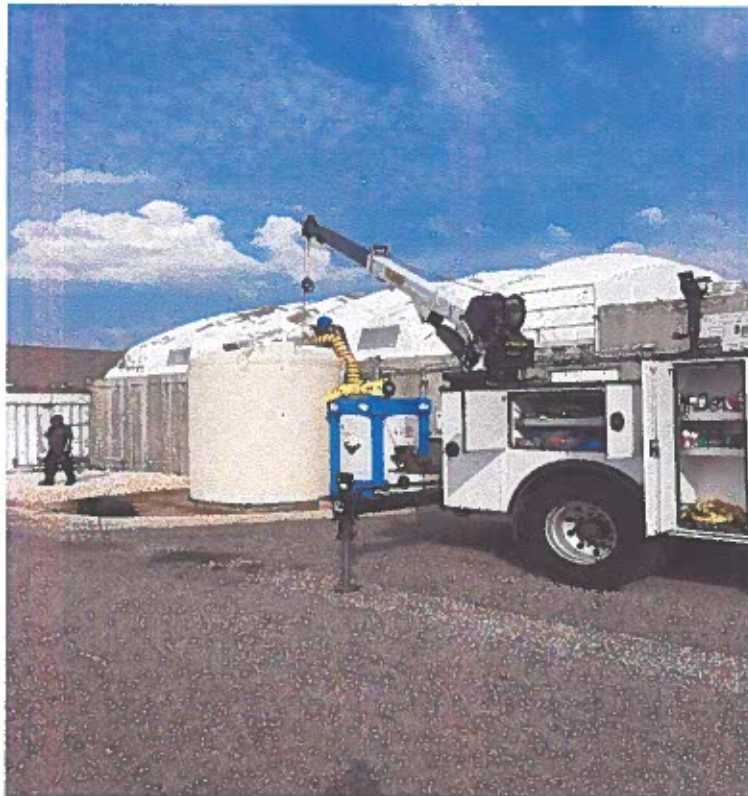
MEMORANDUM

August 9, 2023

Page 23

Hydrogen Peroxide Storage Tank Installation:

The maintenance team with operations personnel installed a bulk storage tank for hydrogen peroxide. Previously operations were utilizing 550 gallon totes. The peroxide is used during dewatering operations to help control odors.



Hydrogen peroxide tank install at WWL

Claghorn Pump Station Pump Rebuild:

Maintenance personnel replaced a pump at the Claghorn Pump Station with a recently rebuilt unit. The old pump will be refurbished and made ready as a spare. A new VFD was also installed to accompany the new pump.

RBC Bearing Repair at the Cape May WTF:

Repairs were made to an RBC bearing seal. This maintenance was completed and the shaft was returned to service. (See picture on the following page.)



RBC bearing seal

Sludge Container Repairs and Maintenance:

The Project Crew continues to perform sludge can maintenance and repair as needed. Due to the high volume of sludge loads and the nature of use routine repairs are necessary.



Sludge can rail repairs

MEMORANDUM

August 9, 2023

Page 25

Sludge Truck Repairs and Maintenance:

Routine inspections of the sludge roll off trucks revealed broken spring packs. These trucks were removed from service and repaired through an outside vendor. Below are pictures of the failed springs.



Broken truck springs

Revenue Generating Solid Waste and Recycling Report 2023 Tonnage Through July 2023

Unaudited

Solid Waste Type	COMPARISON TO 2023 BUDGET										COMPARISON TO PREVIOUS YEAR			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Annual Budgeted Tons	July Budgeted Tons	July Actual Tons	Current vs. Budgeted Month Tons	Current vs. Budgeted Month %	Year to Date Budgeted Tons	Year to Date Actual Tons	YTD Actual vs. Budgeted Tons	YTD Actual vs. Budgeted %	Budgeted Tons	July 2023 vs July 2022 Actual Tons	July 2023 vs July 2022 %	YTD 2023 vs YTD 2022 Actual Tons	YTD 2023 vs YTD 2022 %
10 - Municipal	93,000	13,210	13,307	97	0.7%	52,827	51,583	-1,244	-2.4%	93,000	841	6.7%	-396	-0.8%
13 - Dry Bulky	4,300	373	359	-14	-3.8%	2,564	2,696	132	5.1%	4,200	-801	-22.0%	-583	-17.8%
13C - Construction & Demolition	58,500	3,582	4,844	1,262	35.2%	33,644	49,788	16,144	48.0%	58,500	-17	-0.3%	-319	-0.6%
23 - Vegetative	550	68	28	-40	-58.8%	312	140	172	-55.1%	250	-22	-44.0%	-395	-73.8%
25 - Animal and Food Processing	750	93	106	13	14.0%	415	609	194	46.7%	548	-23	-17.8%	-51	-7.7%
27 - Dry Industrial	550	68	85	17	25.0%	339	471	132	38.9%	500	-29	-5.4%	-53	-10.3%
27A - Asbestos	631	28	25	-3	-10.7%	297	675	378	127.3%	629	-51	-67.1%	294	77.2%
Total	158,281	17,422	18,754	1,332	7.6%	90,398	105,962	15,564	17.2%	157,627	598	3.3%	-1,503	-1.4%
Recycling Type														
135R - Tires	94	5	4	-1	-20.0%	54	47	-7	-13.0%	94	-1	-20.0%	-23	-32.9%
137L - Oversized Tires	50	3	2	-1	-33.3%	27	28	1	3.7%	50	-3	-6.0%	-2	-6.7%
238C - Bed Cleanout	3,600	161	388	227	141.0%	1,517	3,557	2,040	134.5%	2,000	90	30.2%	1,291	57.0%
23H - Brush, Branches	3,500	241	298	57	23.7%	1,759	2,165	406	23.1%	3,500	-123	-29.2%	-154	-6.6%
23C - Leaves & Grass	3,250	330	214	116	35.2%	2,007	2,985	978	48.7%	2,700	-153	-41.7%	390	15.0%
23S - Stumps	3,250	402	276	-126	-31.3%	1,959	1,620	-349	-17.7%	1,700	-775	-73.7%	-2,848	-63.7%
Total	13,744	1,142	1,182	40	3.5%	7,333	10,402	3,069	41.9%	10,044	-965	-44.9%	-1,346	-11.5%

Overall Tonnage to Date:

Waste and Recycling	172,025	18,564	19,836	1,372	7.4%	97,731	116,364	18,633	19.1%	167,671	-367	-1.8%	-2,849	-2.4%
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K: Solid Waste Admin\SWC_Her\Monthly Tonnage Report\13021

Revenue Through July 2023

Unaudited

COMPARISON TO 2023 BUDGET

COMPARISON TO PREVIOUS YEAR

Solid Waste Type	1 Annual Budgeted Revenue	2 July Budgeted Revenue	3 July Actual Revenue	4 Current vs. Budgeted Month		5 Current vs. Budgeted Month %		6 Year to Date Budgeted Revenue	7 Year to Date Actual Revenue	8 YTD Actual vs. Budgeted Revenue	9 YTD Actual vs. Budgeted %	10-14 2022 Budgeted Revenue vs. July 2022 Revenue				14 YTD 2023 vs YTD 2022 %
				10 Budgeted Revenue	11 July 2022 Revenue	12 July 2023 vs. July 2022 %	13 YTD 2023 vs YTD 2022 Revenue									
10 - Municipal	\$7,585,000	\$1,077,408	\$1,085,319	\$7,911	\$1,142	0.7%	\$4,207,109	\$101,451	\$101,451	-2.4%	\$7,436,280	\$48,138	8.9%	\$50,868	1.2%	
13 - Dry Bulky	\$350,708	\$30,422	\$29,480	\$1,142	\$1,142	-3.8%	\$209,120	\$10,766	\$10,766	5.1%	\$335,832	-\$7,302	-20.4%	-\$42,303	-16.1%	
13C - Construction & Demolition	\$5,545,215	\$339,538	\$459,163	\$119,635	\$119,635	35.2%	\$3,189,115	\$1,530,290	\$1,530,290	48.0%	\$5,344,566	\$15,062	3.4%	\$141,629	3.1%	
23 - Vegetative	\$44,858	\$5,546	\$2,284	\$3,262	\$3,262	-58.8%	\$25,447	\$11,418	\$11,418	-55.1%	\$19,990	\$1,714	-42.9%	-\$31,361	-73.3%	
25 - Animal and Food Processing	\$61,170	\$7,585	\$8,645	\$1,060	\$1,060	14.0%	\$33,847	\$15,833	\$15,833	46.7%	\$43,818	\$1,670	-16.2%	-\$3,104	-5.9%	
27 - Dry Industrial	\$43,538	\$5,383	\$6,729	\$1,346	\$1,346	25.0%	\$26,835	\$37,284	\$10,449	38.9%	\$38,150	-\$1,969	-22.6%	-\$2,697	-6.7%	
27A - Asbestos	\$87,867	\$3,899	\$3,481	\$418	\$418	-10.7%	\$41,357	\$52,637	\$52,637	127.3%	\$84,424	-\$6,720	-65.9%	\$42,856	83.0%	
Total	\$13,718,436	\$1,469,780	\$1,584,901	\$125,120	\$125,120	8.5%	\$7,834,291	\$9,338,766	\$1,504,475	19.2%	\$13,303,054	\$84,025	5.6%	\$155,888	1.7%	
Recycling Type																
13SR - Tires	\$35,250	\$1,875	\$1,500	\$375	\$375	-20.0%	\$20,250	\$17,625	-\$1,625	-11.0%	\$35,250	-\$375	-10.6%	-\$6,675	-32.9%	
13TL - Oversized Tires	\$21,250	\$850	\$850	\$425	\$425	33.3%	\$11,475	\$425	\$425	3.7%	\$17,250	-\$1,179	-6.8%	-\$850	-6.7%	
23BC - Bed Cleanout	\$136,800	\$6,118	\$14,744	\$8,626	\$8,626	141.0%	\$135,168	\$135,168	\$77,520	134.5%	\$74,000	\$3,718	33.7%	\$51,324	61.2%	
23FF - Brush, Branches	\$133,000	\$9,158	\$11,374	\$2,216	\$2,216	23.7%	\$66,842	\$82,270	\$15,428	23.1%	\$129,500	\$4,253	-27.3%	-\$3,533	-4.1%	
23C - Leaves & Grass	\$45,000	\$4,620	\$2,996	\$1,624	\$1,624	-35.2%	\$28,098	\$41,790	\$13,692	48.7%	\$35,100	-\$1,775	-37.2%	\$8,055	23.0%	
23S - Stumps	\$123,500	\$15,276	\$10,488	\$4,788	\$4,788	-31.3%	\$74,822	\$61,560	\$13,262	-17.7%	\$25,500	-\$5,277	-33.5%	-\$5,460	-8.1%	
Total	\$495,900	\$38,322	\$41,902	\$3,580	\$3,580	9.3%	\$259,133	\$350,311	\$91,178	35.2%	\$320,600	\$9,237	-18.1%	\$40,911	13.2%	

Overall Revenue to Date:

Waste and Recycling	\$14,213,736	\$1,508,102	\$1,636,803	\$128,700	\$128,700	8.5%	\$8,093,424	\$9,689,077	\$1,595,653	19.7%	\$13,623,654	\$74,788	4.8%	\$196,799	2.1%
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Cape May County Municipal Utilities Authority

RESOLUTION NO. 101-23

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WWL-EQUIP-18-23 – FURNISHING AND DELIVERY OF SUBMERSIBLE MIXERS TO THE WILDWOOD/LOWER WASTEWATER TREATMENT FACILITY TO RIORDAN MATERIALS CORPORATION

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for WWL-EQUIP-18-23 – Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower Wastewater Treatment Facility ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received one (1) Bid in accordance with the Advertisement for Bids for the Contract and publicly opened said Bid on July 25, 2023; and,

WHEREAS, the CMCMUA's Purchasing Agent and Wastewater Program Manager have reviewed the Bid submitted by the sole Bidder, Riordan Materials Corporation, and have determined that it is a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for said Contract; and,

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

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Riordan Materials Corporation, 6198 Butler Pike, Suite 150, Blue Bell, PA 19422 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract WWL-EQUIP-18-23 in the total not-to-exceed amount of \$167,676.00; 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 WWL-EQUIP-18-23 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Riordan Materials Corporation, at the total contract amount of \$167,676.00.
3. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

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

CERTIFICATION OF FUNDS

I, Robert P. Donato, CPA, Chief Financial Officer of the Cape May County Municipal Utilities Authority, hereby certify that there is currently available in the official budget of the Authority, funds for Contract WWL-EQUIP-18-23 – Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower Wastewater Treatment Facility for a total not-to-exceed amount of \$167,676.00 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. **101-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **16th** day of **August 2023**.

 Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower Wastewater Treatment Facility.

Purpose and Scope of Contract: The purpose and scope of this contract is for a vendor to furnish two (2) Sludge Holding Tank mixers, one (1) Primary Scum Pit mixer, and one (1) Secondary Scum Pit mixer to replace existing mixers which have reached the end of their useful lives. The vendor shall also provide start-up and training services. The Authority will install the mixers using "in house" forces.

PROCUREMENT INFORMATION

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

Contract Number: WWL-EQUIP-18-23 **Term of Contract:** 600 Calendar Days after Notice to Proceed **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: \$500/calendar day, Basis: Impact of delayed delivery on treatment process

Engineer's Estimate: \$215,000.00

Advertisement Date: June 27, 2023 **Opening Date:** July 25, 2023

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Riordan Materials Corporation

Address: 6198 Butler Pike
 Suite 150
 Blue Bell, PA 19422

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$167,676.00

Contract Spending Previous Contract Year: N/A



 Kevin W. McGahey, Purchasing Agent

08-11-2023

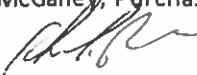
 Date



 Joshua Palombo, Wastewater Program Manager

8/9/23

 Date



 Thomas J. LaRocco, Chief Engineer

8/9/23

 Date



 Robert P. Donato, Chief Financial Officer

8/9/23

 Date



 Joseph V. Rizzuto, Executive Director

08/09/23

 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

August 3, 2023

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

**RE: Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower
Wastewater Treatment Facility
WWL-EQUIP-18-23**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to the contract WWL-EQUIP-18-23, for the Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower Wastewater Treatment Facility on behalf of the Cape May County Municipal Utilities Authority (“CMCMUA” and/or “Authority”). The CMCMUA received one (1) bid for this Contract. The bid was received on Tuesday, July 25, 2023, at 2:00 p.m. as follows:

<u>Vendor</u>	<u>Total Amount Bid</u>
1. Riordan Materials Corporation	\$167,676.00
<u>Engineer's Estimate</u>	<u>\$215,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought bids for the furnishing and delivery of submersible mixers to the Wildwood/Lower (Wildwood) Wastewater Treatment Facility. The specifications make clear that all equipment required under this contract will be installed by the Authority using “in-house” forces as part of a larger project to replace the existing scum removal equipment at the Wildwood Facility. See Bid Specifications Section IV(1.01) Technical Specifications, Summary of Work. The scope of this contract is

**RE: Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower
Wastewater Treatment Facility
WWL-EQUIP-18-23**

limited to the purchase, supply, delivery, start-up and training of the equipment. See Bid Specifications Section IV(1.01) Technical Specifications, Summary of Work.

The apparent low bid was submitted by Riordan Materials Corporation (“Riordan”). Upon review of the bid submitted by Riordan, it was uncovered that the bidder did not submit New Jersey Business Registration Certificate, Prohibited Russia-Belarus Activities & Iran Investment Activities Form, IRS Form W-9, insurance certificates and affirmative action certification. However, the bid specifications provide that proof of New Jersey Business Registration, Prohibited Russia-Belarus Activities & Iran Investment Activities Form and IRS Form W-9 prior to award of the contract. See Bid Specifications Section II(XI) General Instructions to Bidders, Statutory and Other Requirements. Additionally, insurance certificates and affirmative action certification must be submitted prior to the execution of the agreement. See Bid Specifications, Section III, Specific Instructions to Bidders, Insurance Requirements; See Bid Specifications Section II(XI) General Instructions to Bidders, Statutory and Other Requirements. As such, there are no defects in the bid submitted by Riordan from a legal perspective.

The bids were reviewed from a technical perspective by Mr. Thomas LaRocco, Chief Engineer, on behalf of the Authority, and Mr. Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following their review, via correspondence dated July 31, 2023, Mr. LaRocco and Mr. Palombo opined that the bid submitted by Riordan complied with the technical specifications and thereafter recommended the award of the contract to Riordan.

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

**RE: Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower
Wastewater Treatment Facility
WWL-EQUIP-18-23**

deemed responsible but must submit the lowest bid which conforms to the Contract specifications. Matter of Protest of Award of On-Line Games Production & Operation Services Contract, Bid No. 95-X-20175, 279 N.J.Super. 566, 590 (App.Div.1995).

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

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

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

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

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

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

**RE: Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower
Wastewater Treatment Facility
WWL-EQUIP-18-23**

- 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 Riordan. 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. RIORDAN MATERIALS CORPORATION'S BID

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

- 1. Bidder's Checklist;
- 2. Statement of Ownership Disclosure;

**RE: Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower
Wastewater Treatment Facility
WWL-EQUIP-18-23**

3. Non-Collusion Affidavit;
4. Bid Proposal Form;
5. Acknowledgement of Receipt of Addenda;
6. Cashier's Check;
7. Bidder's Experience/References;
8. Equipment Conformity Certification.

The bid submitted by Riordan is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the contract for WWL-EQUIP-18-23, for the Furnishing and Delivery of Submersible Mixers to the Wildwood/Lower Wastewater Treatment Facility on behalf of the Authority be awarded to Riordan.

Please note that Riordan must supply New Jersey Business Registration Certificate, Prohibited Russia-Belarus Activities & Iran Investment Activities Form, and IRS Form W-9 prior to the award of the contract. Additionally, insurance certificates and affirmative action certification must be submitted prior to the execution of the agreement. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract, subject to staff concurrence and the availability of funds.

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

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

Christopher F. Long

Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 102-23

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WW-EQUIP-22-23 – FURNISHING AND DELIVERY OF NON POTABLE PUMPS AND APPURTENANCES TO THE WILDWOOD/LOWER AND SEVEN MILE BEACH/MIDDLE WASTEWATER TREATMENT FACILITIES TO MID ATLANTIC PUMP & EQUIPMENT COMPANY

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for WW-EQUIP-22-23 – Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities ("Contract", Parts A and B) and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received one (1) Bid in accordance with the Advertisement for Bids for the Contract and publicly opened said Bid on July 25, 2023; and,

WHEREAS, the CMCMUA's Purchasing Agent and Wastewater Program Manager have reviewed the Bid submitted by the sole Bidder, Mid Atlantic Pump & Equipment Company, and have determined that it is a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for 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 CMCMUA's Chief Engineer, Chief Financial Officer and Executive Director have concurred with said determination; 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 Advertisement for Bids and Bid Specifications for Contract WW-EQUIP-22-23 for the total not-to-exceed amount of \$180,880.00 for Part A and the total not-to-exceed amount of \$174,300.00 for Part B; 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. Part A of Contract WW-EQUIP-22-23 is hereby awarded to Mid Atlantic Pump & Equipment Company for a total not-to-exceed amount of \$180,880.00.
3. Part B of Contract WW-EQUIP-22-23 is hereby awarded to Mid Atlantic Pump & Equipment Company for a total not-to-exceed amount of \$174,300.00.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

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

CERTIFICATION OF FUNDS

I, Robert P. Donato, CPA, Chief Financial Officer of the Cape May County Municipal Utilities Authority, hereby certify that there is currently available in the official budget of the Authority, funds for Contract WW-EQUIP-22-23 – Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities for the total not-to-exceed amount of \$180,880.00 for Part A and the total not-to-exceed amount of \$174,300.00 for Part B under the line item appropriation or account number(s) 720-0000-751-01-12 and 720-0000-751-01-13. 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. 102-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 16th day of August 2023.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnishing and Delivery of Non-Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities.

Purpose and Scope of Contract: The purpose and scope of this contract is for a vendor to furnish two (2) 60 HP immersible pumps, two (2) 40 HP vertical turbine pumps, and other related appurtenances (pipe, fittings, valves, etc.) to replace the existing non-potable pumps and motors nearing the end of their useful lives at the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities. The vendor shall also provide start-up and training services. Contract A is for non-potable pumps and appurtenances for the Wildwood/Lower Wastewater Treatment Facility and Contract B is for the non-potable pumps and appurtenances for the Seven Mile Beach/Middle Wastewater Treatment Facility.

PROCUREMENT INFORMATION

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

Contract Number: WW-EQUIP-22-23 **Term of Contract:** 210 Calendar Days from Notice to Proceed Date **Option to Renew:** No Yes

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

Liquidated Damages: No Yes: \$500/calendar day, Basis: Impact of delayed delivery on treatment process

Engineer's Estimate: \$ 565,000.00 (Contract A: \$ 348,500.00; Contract B: \$ 216,500.00)

Advertisement Date: June 27, 2023 **Opening Date:** July 25, 2023

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Mid Atlantic Pump & Equipment Company **Address:** 228 North Route 73
 Berlin NJ 08009


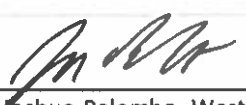
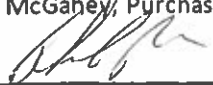


BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$355,180.00 (Contract A: \$ 180,880.00; Contract B: \$174,300.00)

Contract Spending Previous Contract Year: N/A

 Kevin W. McGahey, Purchasing Agent	08-09-2023 Date	 Joshua Palombo, Wastewater Program Manager	8/9/23 Date
 Thomas J. LaRocco, Chief Engineer	8/9/23 Date	 Robert P. Donato, Chief Financial Officer	8/14/23 Date
 Joseph V. Rizzuto, Executive Director	08/08/23 Date		

WADE, LONG, WOOD & LONG, LLC

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

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

John A. Moustakas †◇

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

August 1, 2023

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

RE: Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities WW-EQUIP-22-23

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to the contract WW-EQUIP-22-23, for the Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities on behalf of the Cape May County Municipal Utilities Authority (“CMCMUA” and/or “Authority”). The CMCMUA received one (1) bid for this Contract. The bid was received on Tuesday, July 25, 2023, at 2:00 p.m. as follows:

<u>Vendor</u>	<u>Total Amount Bid (Parts A&B)</u>
I. Mid Atlantic Pump & Equipment Company	\$355,180.00
<u>Engineer's Estimate</u>	<u>\$565,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought bids for the furnishing and delivery of Non-Potable (Non-Pot) Pumps and Appurtenances for the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities, including two (2) vertical dry pit water immersible centrifugal pumps and motors to replace the existing pumps and motors at the Wildwood/Lower Regional Wastewater Treatment Facility and two (2) vertical turbine multistage pumps to replace the existing pumps and motors at the Seven Mile Beach/Middle Regional Wastewater Treatment Facility. See Bid Specifications Section IV(1.1) Technical Specifications,

RE: Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities WW-EQUIP-22-23

Summary of Work. The proposed pumps, motors and equipment will replace the Authority's existing pumps and motors which are nearing the end of their useful life. The specifications make clear that no installation work shall be required on this project. See Bid Specifications Section IV(1.1) Technical Specifications, Summary of Work.

The bid is comprised of two (2) separate contracts. Contract A shall include all required Non-Pot Pumps and Appurtenances for the Wildwood/Lower Wastewater Treatment Facility and Contract B shall include all required Non-Pot Pumps and Appurtenances for the Seven Mile Beach/Middle Wastewater Treatment Facility. The specifications provide that bidders may bid on Contract "A", Contract "B", or both contracts "A" and "B". See Bid Specifications Section IV(1.1) Technical Specifications, Summary of Work. Separate contracts will be awarded for both Contract A and Contract B to the responsible bidder who submits the lowest dollar amount for the respective contract and separate notice to proceed dates and contract end dates will be issued for each awarded contract. See Bid Specifications Section IV(1.6) Technical Specifications, Contract Award.

The apparent low bid was submitted by Mid Atlantic Pump & Equipment Company ("Mid Atlantic"). Upon review of the bid submitted by Mid Atlantic, it was uncovered that the bidder did not submit New Jersey Business Registration Certificate, Prohibited Russia-Belarus Activities & Iran Investment Activities Form, IRS Form W-9, insurance certificates and affirmative action certification. However, the bid specifications provide that proof of New Jersey Business Registration, Prohibited Russia-Belarus Activities & Iran Investment Activities Form and IRS Form W-9 prior to award of the contract. See Bid Specifications Section II(XI) General Instructions to Bidders, Statutory and Other Requirements. Additionally, insurance certificates and affirmative action certification must be submitted prior to the execution of the agreement. See Bid Specifications Section II(XI) General Instructions to Bidders, Statutory and Other Requirements. As such, there are no defects in the bid submitted by Mid Atlantic from a legal perspective.

The bids were reviewed from a technical perspective by Mr. Thomas LaRocco, Chief Engineer, on behalf of the Authority, and Mr. Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following their review, via correspondence dated July 31, 2023, Mr. LaRocco and Mr. Palombo opined that the bid submitted by Mid Atlantic complied with the technical specifications and thereafter recommended the award of Contract A and Contract B to Mid Atlantic.

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.

RE: Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities WW-EQUIP-22-23

629, 634 (App.Div.1996). Furthermore, public bidding statutes exist for the good of taxpayers, not bidders, and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. Sevell v. New Jersey Highway Authority, 329 N.J.Super. 580, 584 (App.Div.2000).

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

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

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

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

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

RE: Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities WW-EQUIP-22-23

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

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

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

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

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

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

RE: Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities WW-EQUIP-22-23

- 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 PUMP & EQUIPMENT COMPANY'S BID

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Bid Proposal Form;
5. Acknowledgement of Receipt of Addenda;
6. Bid Bond;
7. Power of Attorney;
8. Consent of Surety;
9. Equipment Conformity Certification (Contract A);
10. Equipment Conformity Certification (Contract B).

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 Contract A and Contract B for WW-EQUIP-22-23, Furnishing and Delivery of Non Potable Pumps and Appurtenances to the Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities on behalf of the Authority be awarded to Mid Atlantic.

Please note that Mid Atlantic must supply New Jersey Business Registration Certificate, Prohibited Russia-Belarus Activities & Iran Investment Activities Form, and IRS Form W-9 prior to the award of the contract. Additionally, insurance certificates and affirmative action certification must be submitted prior to the execution of the agreement. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contracts subject to staff concurrence and the availability of funds.

Joseph V. Rizzuto
Executive Director
August 1, 2023
Page 6

**RE: Furnishing and Delivery of Non Potable Pumps and Appurtenances to the
Wildwood/Lower and Seven Mile Beach/Middle Wastewater Treatment Facilities
WW-EQUIP-22-23**

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
 Kevin Whitney, Senior Advisor
 Joshua Palombo, Wastewater Program Manager
 Annie M. McDevitt, Office Manager
 Kevin McGahey, QPA, Purchasing Agent

Cape May County Municipal Utilities Authority

RESOLUTION NO. 103-23

RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT SER-37-22 WITH ENVIRONMENTAL PROTECTION AND IMPROVEMENT COMPANY, LLC. – LOADING, HAULING AND DISPOSAL OF DEWATERED BIOSOLIDS FOR VARIOUS CMCMUA WASTEWATER FACILITIES PURSUANT TO RESOLUTION NO. 94-22

WHEREAS, on July 13, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 94-22 awarding Environmental Protection and Improvement Company, LLC. ("EPIC") Contract SER-37-22 – Loading, Hauling and Disposal of Biosolids for Various CMCMUA Wastewater Facilities ("Contract"); and,

WHEREAS, said Contract contains an option provision which would permit the Authority and EPIC to continue the Contract for two (2) additional 6-month renewal options; and,

WHEREAS, the Authority is desirous of executing the second 6-month extension of the Contract with EPIC pursuant to N.J.S.A. 40A:11-15 and, therefore, the Authority wishes to continue the Contract;

WHEREAS, compensation to EPIC under the continuation of said Contract authorized by this Resolution will be provided based upon the Unit Price, on a Wet Tons basis, and Allowance contained in the Proposal submitted on June 14, 2022, by EPIC, for said Contract for a total not-to-exceed amount of \$1,447,700.00; 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 SER-37-22 is extended through February 15, 2024.
3. The total not-to-exceed budget of \$1,447,700.00 for this extended 6-month term for all services provided by Environmental Protection & Improvement Company, LLC. under Contract SER-37-22 is based upon the Unit Price, on a Wet Ton basis, and Allowance as contained in the Proposal submitted on June 14, 2022, subject to Years 2023 and 2024 Wastewater Management Program Budget appropriations.
4. The Authority's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount for Loading, Hauling and Disposal of Biosolids for Various CMCMUA Wastewater Facilities under Contract 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. Matalucci						
Mr. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. **103-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **16th** day of **August 2023**.

 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

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

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

Recommendation: Award Exercise 6-month option to renew under original Contract Terms and Conditions, Option Dates: August 16, 2023 through February 15, 2024; Options to Renew remaining: 0
 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: \$ 113,628.39



 Kevin W. McGahey, Purchasing Agent

08-16-2023

 Date



 Joshua Palombo, Wastewater Program Manager

8/9/23

 Date



 Robert P. Donato, Chief Financial Officer

8/9/23

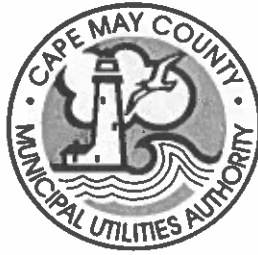
 Date



 Joseph V. Rizzuto, Executive Director

08/09/23

 Date



Cape May County Municipal Utilities Authority

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

Date: August 4, 2023

Mr. Elliot Pomeranz
Vice President
Environmental Protection & Improvement Co., LLC
227 US Highway 206, Bldg. 1, 2nd Floor
Flanders, NJ 07836
Lakewood, NJ 08701

RE: Contract SER-37-22: Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Facilities – RENEWAL 2 of Two (2) Six (6) Month Renewal Options

Dear Mr. Pomeranz,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend Contract SER-37-22 for an additional six (6) month period subject to the same terms and conditions as the original Agreement; a copy of the original contract is attached hereto for your use and reference.

If in concurrence of same, Environmental Protection & Improvement Co., LLC, will provide Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Facilities, for an additional six (6) month period, from August 16, 2023 through February 15, 2024, at the same terms and conditions as set forth in the original Agreement, dated August 16, 2022, for a total Contract not to exceed amount of \$1,447,700.00.

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

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

Elliot Pomeranz

8/4/23

Signature

Date

Elliot Pomeranz

Name (Please Print or Type)

KWM:

Attachments; Two (2)

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

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

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Environmental Protection and Improvement Company, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

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

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

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

CONTRACT AWARDS AND RENEWALS



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

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

CONTRACT AMENDMENTS AND EXTENSIONS

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

IF UNABLE TO CERTIFY

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

Part 2: Additional Information

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

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)	Elliot Pomeranz	Title	Vice President, EPIC, LLC
Signature	<i>Elliot Pomeranz</i>	Date	8/4/23






Contract SER-37-22-RENEWAL 2 - complete fillable - EPIC

Final Audit Report

2023-08-04

Created:	2023-08-04
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALqbKyTYic6jqggO5mC9_5o7AbVwgOGO-

"Contract SER-37-22-RENEWAL 2 - complete fillable - EPIC" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)
2023-08-04 - 7:36:46 PM GMT - IP address: 108.11.5.202
-  Document emailed to Elliot Pomeranz (epomeranz@synagro.com) for signature
2023-08-04 - 7:37:51 PM GMT
-  Email viewed by Elliot Pomeranz (epomeranz@synagro.com)
2023-08-04 - 8:32:29 PM GMT - IP address: 104.47.56.254
-  Document e-signed by Elliot Pomeranz (epomeranz@synagro.com)
Signature Date: 2023-08-04 - 8:36:23 PM GMT - Time Source: server - IP address: 76.111.4.188
-  Agreement completed.
2023-08-04 - 8:36:23 PM GMT

Cape May County Municipal Utilities Authority

RESOLUTION NO. 104-23

RESOLUTION RESCINDING RESOLUTION NO. 80-23 AUTHORIZING THE WITHDRAWAL OF THE BID SUBMITTED BY XYLEM/EVOQUA WATER TECHNOLOGIES FOR CONTRACT WWL-EQUIP-07-23, RESCINDING RESOLUTION NO. 81-23 AUTHORIZING THE AWARD OF CONTRACT WWL-EQUIP-07-23 TO WALKER PROCESS EQUIPMENT, DIVISION OF McNISH CORP., AND AUTHORIZING THE REJECTION OF ALL BIDS RECEIVED FOR WWL-EQUIP-07-23 – FURNISHING AND DELIVERY OF ROTATING BIOLOGICAL CONTACTORS (RBCs) TO THE WILDWOOD/LOWER WASTEWATER TREATMENT FACILITY AND SUBSTANTIALLY REVISING THE SPECIFICATIONS PURSUANT TO N.J.S.A. 40A:11-13.2(D)

WHEREAS, the Cape May County Municipal Utilities Authority (“CMCMUA” and/or “Authority”) had published an Advertisement for Bids for WWL-EQUIP-07-23 – Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility (“Contract”) and furnished detailed Bid Specifications for said Contract to potential Bidders; and

WHEREAS, the Authority received two (2) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on June 8, 2023; and

WHEREAS, the Authority received correspondence dated June 23, 2023 from the apparent lowest bidder, Xylem/Evoqua Water Technologies, advising the Authority that although Xylem/Evoqua Water Technologies exercised reasonable care in preparing their bid, it came to their attention that an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both from the final Bid document, the mistake would cause the company to take a significant loss, which would make the enforcement of the Contract unconscionable, and therefore formally requested the withdrawal of their Bid for the contract; and,

WHEREAS, the Authority thereafter accepted the withdrawal of the bid submitted by Xylem/Evoqua Water Technologies without penalty via Resolution No. 80-23; and

WHEREAS, the Authority thereafter, via Resolution No. 81-23, determined that Walker Process Equipment, Division of McNish Corp, was the lowest responsible bidder having submitted a Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract WWL-EQUIP-07-23 and awarded the contract for WWL-EQUIP-07-23 in the total not to exceed amount of \$5,408,100 to Walker Process Equipment, Division of McNish Corp.; and

WHEREAS, following award of the contract to Walker Process Equipment, Division of McNish Corp, but prior to execution of an Agreement for Contract WWL-EQUIP-07-23, Authority staff concluded that the bid specifications for Contract WWL-EQUIP-07-23 must be substantially revised, as outlined in correspondence dated August 4, 2023, from Mr. Thomas J. LaRocco, Chief Engineer, on behalf of the Authority; and

WHEREAS, the Authority’s General Legal Counsel has reviewed the proposed revisions to the specifications for Contract WWL-EQUIP-07-23 and has opined, via correspondence dated August 7, 2023, that the Authority may rescind Resolution No. 80-23, accepting the withdrawal of the bid submitted by Xylem/Evoqua Water Technologies for WWL-EQUIP-07-23, and Resolution No. 81-23, awarding the contract for WWL-EQUIP-07-23 to Walker Process Equipment, Division of McNish Corp., reject all bids received for WWL-EQUIP-07-23, and substantially revise the Bid specifications pursuant to N.J.S.A. 40A:11-13.2(D); and

WHEREAS, the Authority's Executive Director has concurred with said determination.

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. Resolution No. 80-23 accepting the withdrawal of the Bid submitted by Xylem/Evoqua Water Technologies for WWL-EQUIP-07-23, is hereby rescinded.
3. Resolution No. 81-23, awarding the Contract for WWL-EQUIP-07-23 to Walker Process Equipment, Division of McNish Corp., is hereby rescinded.
4. All bids received for WWL-EQUIP-07-23 – Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility are hereby rejected and the specifications may be substantially revised pursuant to N.J.S.A 40A:11-13.2(D).
5. The Authority's Executive Director, and/or his designee, is hereby authorized and directed to take any and all steps necessary to effectuate the intent of this Resolution.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **104-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **16th** day of **August 2023**.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnishing and Delivery of Rotating Biological Contactors (RBC's) to the Wildwood/Lower Wastewater Treatment Facility

Purpose and Scope of Contract: Furnish and deliver twenty-four (24) RBCs (12 low density shafts with 100,000 square foot of media and 12 high density shafts with 150,000 square foot of media) to the Wildwood/Lower WWTF to replace the existing RBCs within four (4) of the sixteen (16) existing RBC bays. All equipment supplied under this Contract will be installed by the Authority using "in-house" forces. A third-party rigging company will assist in the unloading and installation of the new RBCs.

PROCUREMENT INFORMATION

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

Contract Number: WWL-EQUIP-07-23 **Term of Contract:** Phase 1: 3/8/2024; Phase 2: 6/7/2024 **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: \$500/day; Basis: Impact of delayed delivery on treatment process

Engineer's Estimate: \$5,800,000.00

Advertisement Date: May 18, 2023 **Opening Date:** June 8, 2023

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

Recommendation: Award
 Exercise 1 year option to renew under original Contract Terms and Conditions, Option Dates: ;
 Options to Renew remaining:
 Reject, Basis: Substantially Revising the Specifications Pursuant to N.J.S.A. 40A:11-13.2(D)

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Xylem/Evoqua Water Technologies **Address:** 301 Water Street SE
 Suite 200
 Washington, DC 20003

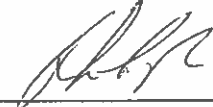


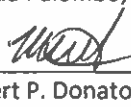

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

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

Contract Spending Previous Contract Year: N/A

 _____ Thomas J. LaRocco, P.E., Chief Engineer	<u>08/19/23</u> Date	 _____ Joshua Palombo, Wastewater Program Manager	<u>8/9/23</u> Date
 _____ Kevin W. McGahey, Purchasing Agent	<u>08-11-2023</u> Date	 _____ Robert P. Donato, Chief Financial Officer	<u>8/10/2023</u> Date
 _____ Joseph V. Rizzuto, Executive Director	<u>08/09/23</u> Date		

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CONTRACT FACT SHEET

PROJECT INFORMATION

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

Purpose and Scope of Contract: Furnish and deliver twenty-four (24) RBCs (12 low density shafts with 100,000 square foot of media and 12 high density shafts with 150,000 square foot of media) to the Wildwood/Lower WWTF to replace the existing RBCs within four (4) of the sixteen (16) existing RBC bays. All equipment supplied under this Contract will be installed by the Authority using "in-house" forces. A third-party rigging company will assist in the unloading and installation of the new RBCs.

PROCUREMENT INFORMATION

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

Contract Number: WWL-EQUIP-07-23

Term of Contract: 420
Calendar Days from the
Notice to Proceed date.

Option to Renew: No
 Yes:

Bid Guarantee: No Yes

Consent of Surety: No Yes

Liquidated Damages: No

Yes: \$500/day; Basis: Impact of delayed delivery on treatment process

Engineer's Estimate: \$5,800,000.00

Advertisement Date: May 18, 2023

Opening Date: June 8, 2023

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

Recommendation: Award

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

Reject, Basis: Substantially Revising the Specifications Pursuant to N.J.S.A. 40A:11-13.2(D)

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Walker Process Equipment,
Division of McNish Corp.

Address: 840 North Russell Avenue
Aurora, Illinois 60506-2853

BUDGET INFORMATION


Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

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

Contract Spending Previous Contract Year: N/A


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

08/09/23
Date


Joshua Palombo, Wastewater Program Manager

8/9/23
Date


Kevin W. McGahey, Purchasing Agent

08-11-2023
Date


Robert P. Donato, Chief Financial Officer

8/10/2023
Date


Joseph V. Rizzuto, Executive Director

08/09/23
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

August 7, 2023

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

**RE: Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the
Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-07-23**

Dear Mr. Rizzuto:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submissions with respect to Contract WWL-EQUIP-07-23 for the Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility on behalf of the Cape May Municipal Utilities Authority (“CMCMUA” and/or “Authority”). The Authority received two (2) bids for the specified contract. The bids were submitted on Thursday, June 8, 2023, at 2:00 pm as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
1. Evoqua Water Technologies, LLC	\$4,111,032.00
2. Walker Process Equipment	\$5,408,100.00
<u>Engineer’s Estimate:</u>	<u>\$5,800,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought bids for the furnishing and delivery of twenty-four (24) rotating biological contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility. The proposed equipment is to replace the existing RBCs within four (4) of the sixteen (16) bays. See Bid Specifications, Section IV(1.01), Technical Specifications, Description of Work. The specifications are clear that the equipment required under the contract is to be installed by the Authority using “in-house” forces and no installation is required. The contract is limited to the purchase, supply, delivery, start-up and training of the equipment. See Bid Specifications, Section IV(1.01), Technical Specifications, Description of Work..

**RE: Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the
Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-07-23**

The apparent low bidder for this contract was submitted by Evoqua Water Technologies, LLC. (“Evoqua”). However, following the opening of the bids, the Authority received correspondence dated June 23, 2023, from Scott J. Lapcewich, Vice President/General Manager Wastewater Division on behalf of Evoqua. Mr. Lapcewich asserted that Evoqua made an error in their bid submission via a clerical error that was unintentional and a substantial computational error. The mistake involves an error in the bid pricing in which Evoqua inadvertently omitted the cost associated with the specified A-Frames in the amount of \$600,000.00 in the bid. In view of the error involved, Mr. Lapcewich requests the withdraw of the bid submitted by Evoqua pursuant to N.J.S.A. 40A:11-23.3.

Thereafter, at the regularly scheduled meeting of July 12, 2023, the Commissioners of the Authority, via Resolution No. 80-23 accepted the withdrawal of the bid submitted by Evoqua and via Resolution No. 81-23 awarded the contract to the remaining bidder, Walker Process Equipment (“Walker”). However, following award of the contract, but prior to the execution of the agreement, Authority staff has concluded that the bid specifications for WWL-EQUIP-07-23 are in need of substantial revision. Via correspondence dated August 4, 2023, Mr. Thomas J. LaRocco, Chief Engineer on behalf of the Authority, opined that the specifications require substantial revision, specifically within Section II – General Instructions to Bidders (Paragraph VIII, Paragraph XI), Section IV – Technical Specification (Paragraph 3.04, Paragraph 3.07) and Sample Agreement.

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

**RE: Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the
Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-07-23**

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

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

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

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

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

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

**RE: Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-07-23**

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 (emphasis added).

As outlined above, following the withdrawal of Evoqua's bid and award of the contract to Walker, but prior to the execution of any agreement, the Authority has concluded that the bid specifications must be substantially revised. After researching the applicable law and reviewing the proposed specification changes as outlined in Mr. LaRocco's August 4, 2023, correspondence, it is my legal opinion that the Authority is permitted to rescind Resolution No. 80-23 and Resolution No. 81-23, reject all bids received, substantially revise the specifications, and rebid the contract pursuant to N.J.S.A. 40A:11-13.2(d).

IV. CONCLUSION

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

Joseph V. Rizzuto
Executive Director
August 7, 2023
Page 5

**RE: Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the
Wildwood/Lower Wastewater Treatment Facility
WWL-EQUIP-07-23**

conferring with staff, it is my legal opinion that the Authority may rescind Resolution No. 80-23 and Resolution No. 81-23, reject all bids and substantially revise the specifications for WWL-EQUIP-07-23 in accordance with N.J.S.A. 40A:11-13.2(d). As such, it is my recommendation that a Resolution be placed on the Agenda at an upcoming meeting rescinding Resolution No. 80-23 and Resolution No. 81-23, rejecting the bids received, substantially revising the specifications, and rebidding the project.

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
 Kevin Whitney, Senior Advisor
 Annie M. McDevitt, Office Manager
 Kevin McGahey, Purchasing Agent

Cape May County Municipal Utilities Authority

RESOLUTION NO. 105-23

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") owns and operates a solid waste system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and,

WHEREAS, there presently exists an agreement between various municipalities within Cape May County (hereinafter the "Municipalities") and the CMCMUA for the use of the System for the disposal, transfer, and recycling of solid waste for a one (1) year period ending on December 31, 2023 entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement"); and,

WHEREAS, the CMCMUA now desires to offer to each municipality within Cape May County the opportunity to enter into a new two (2) year Agreement and to fix the expiration date of said Agreement to occur on December 31, 2025; and,

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a municipality to enter into a contract with any other local unit for sharing of governmental services.

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

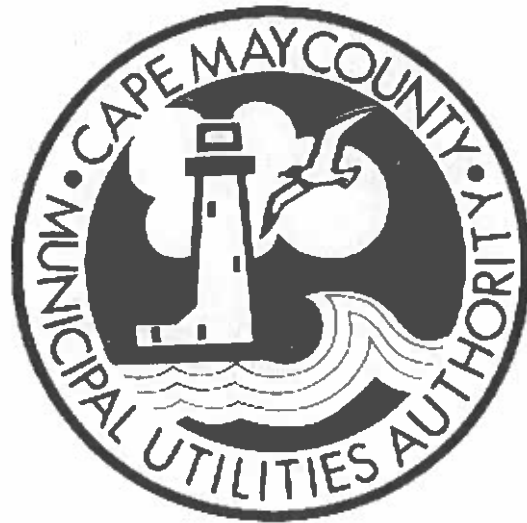
1. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement for Solid Waste Disposal and Recycling Services", in substantially the same form as currently on file with the Authority's Office Manager with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.
2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute said Agreement with each municipality within Cape May County.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **105-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **16th** day of **August 2023**.

Assistant Corporate Secretary

**SHARED SERVICES
AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLING
SERVICES**



Between

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

and

«Municipality»

Effective

January 1, 2024~~3~~

SHARED SERVICES AGREEMENT

FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

TABLE OF CONTENTS

	Page
Article I. Definitions	4
Article II. Commencement and Term	4
Article III. Municipality Responsibilities	4
Article IV. CMCMUA Responsibilities	5
Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material	5
Article VI. Solid Waste Disposal Rates”	6
Article VII. Single Stream Recyclable Material Disposal Rates	7
Article VIII. Billing and Payments	8
Article IX. Single Stream Recyclable Material Reports	8
Article X. Technical and Educational Assistance.....	8
Article XI. Ordinances	8
Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation.....	9
Article XIII. Licensing of Transporters	9
Article XIV. Monitoring of Solid Waste Disposal Activities.....	9
Article XV. Failure of the Municipality to Perform	10
Article XVI. Failure of the CMCMUA to Perform	10
Article XVII. Disputes	11
Article XVIII. Force Majeure.....	11
Article XIX. Excusable Termination of Agreement	11
Article XX. Penalty.....	12
Article XXI. Governing Law	12
Article XXII. Severability	12
Article XXIII. Successors and Assigns	12
Article XXIV. Notices	13
Article XXV. Successor Agreement	13
Article XXVI. Entire Agreement	13
Article XXVII. Favored Municipality Status.....	14

SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

This Agreement, is made and dated as of this _____ day of _____, 20____, by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, (the "CMCMUA"), a body corporate and politic of the State of New Jersey and the «Municipality» hereinafter called ("Municipality").

WITNESSETH:

WHEREAS, the CMCMUA has designed, financed, acquired, constructed, expanded and currently operates a solid waste management system to serve the County of Cape May; and

WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

WHEREAS, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2025~~3~~; and

WHEREAS, the CMCMUA and the Municipality are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement, subject to confirmation by Resolution of the governing body of the Authority and by Ordinance of the governing body of the Municipality, to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of shared services and the like.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants set forth in this Agreement, the CMCMUA and the Municipality agree as follows:

Article I. Definitions

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

“Single Stream Recyclable Material” shall consist of all Single Stream Recyclable Material as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “A”.

“Solid Waste” shall consist of “Type 10 - Municipal Solid Waste”, “Type 13 – Bulky Waste”, “Type 23 – Vegetative Waste”, “Type 25 - Animal and Food Processing Waste”, and “Type 27 – Dry Industrial Waste (non-hazardous)” as defined in N.J.A.C. 7:26-2.13(g)(1) or any successor regulation governing the definition of said solid waste types.

“Source Separated Recyclable Material” shall consist of all source separated materials as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “B”.

Article II. Commencement and Term

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2024~~3~~ and shall remain in effect through December 31, 2025~~3~~.

Article III. Municipality Responsibilities

During the term of this Agreement and in accordance with the terms and conditions of this Agreement, the “*Cape May County Solid Waste Management Plan*”, as amended, (hereinafter the “Plan”) and the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, (hereinafter the “Terms and Conditions”), the Municipality shall maintain a community-wide recycling program and shall cause all Solid Waste and Single Stream Recyclable Material generated within its corporate boundaries and collected by, or on behalf of, the Municipality to be delivered to the CMCMUA.

The Municipality shall be responsible for all Single Stream Recyclable Material and Source Separated Recyclable Material designated by the Plan or the Terms and Conditions delivered to the CMCMUA to be free from all contaminants.

Loads of Single Stream Recyclable Material and Source Separated Recyclable Material found to contain contaminants will initially be subject to a warning, an explanation of the contamination problem and, when applicable, recommendations on how to eliminate contaminants from future loads. Subsequent contaminated loads shall be subject to rejection or a surcharge by the CMCMUA.

Article IV. CMCMUA Responsibilities

The CMCMUA shall accept for disposal all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality consistent with the requirements as set forth in Article III of this Agreement.

During the term of this Agreement, and consistent with the terms of this Agreement, the CMCMUA shall continue to make its existing Solid Waste Transfer Station available as a Solid Waste and/or Single Stream Recyclable Material and Source Separated Recyclable Material drop-off location for each Municipality that enters into this Agreement.

Prior to making any substantive amendments to the current Terms and Conditions, the CMCMUA shall provide notice to the Municipality and schedule a public hearing to afford an opportunity for comment by the Municipality and the general public.

The CMCMUA shall also provide the services enumerated in Exhibit "A" and Exhibit "B" to this Agreement without imposition of fees to the Municipality for their sole and exclusive benefit through the term of this Agreement.

Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material

All Single Stream Recyclable Material and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality and accepted by the CMCMUA shall become the sole property of the CMCMUA.

Article VI. Solid Waste Disposal Rates^{1,2,3,4}

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2024~~3~~, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than two percent (2%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2023~~2~~. For Calendar Year 2025, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than two percent (2%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2024. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

The CMCMUA reserves the right to further amend the Solid Waste tipping fees, as provided for herein, in the event that the current Solid Waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the CMCMUA's disposal of Solid Waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

¹ The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C - Construction and Demolition Waste.

² Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

³ Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

⁴ Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

The CMCMUA shall determine, propose and adopt Solid Waste tipping fees annually, which fees shall be applicable to the disposal of various categories of Solid Waste generated within Cape May County, pursuant to the CMCMUA's budgetary process; however, in no event shall the Solid Waste tipping fees proposed and/or adopted by the CMCMUA, applicable to the Solid Waste delivered to the CMCMUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the Solid Waste tipping fees established pursuant to the provisions of this Section of this Agreement.

The CMCMUA shall notify the Municipality of any changes proposed to the CMCMUA's then current Solid Waste tipping fees, resulting from the CMCMUA's annual budgetary process. Notwithstanding the CMCMUA's budgetary process, however, any changes proposed to the CMCMUA's then current Solid Waste tipping fees shall not result in an increase in the Solid Waste tipping fees, applicable to the Municipality, which are in excess of the Solid Waste tipping fees described herein. The CMCMUA shall notify the Municipality of any proposed changes to the then current Solid Waste tipping fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th, as applicable.

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose⁵.

The Solid Waste tipping fees, as set forth in this Section, shall only apply to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

Article VII. Single Stream Recyclable Material Disposal Rates

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated

⁵ The CMCMUA will utilize all such supplemental funding which it receives, **if any**, for the purpose of debt reduction over a multi-year period to ensure rate stability.

within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

Article VIII. Billing and Payments

The CMCMUA shall invoice the Municipality at the beginning of each month for the total quantity of Solid Waste and/or, if applicable, any Single Stream Recyclable Material which are subject to a tipping fee and/or surcharge, delivered to the CMCMUA by, or on behalf of, the Municipality during the preceding month.

Article IX. Single Stream Recyclable Material Reports

The CMCMUA shall provide monthly and annual reports to the Municipality specifying and certifying the quantity of Single Stream Recyclable Material delivered to the CMCMUA.

Article X. Technical and Educational Assistance

The CMCMUA shall provide assistance with continuing education programs and promotional activities to encourage and expand recycling in Cape May County.

The CMCMUA shall provide technical support and assistance for recycling programs and collection services that the Municipality provides to its residents.

Article XI. Ordinances

The Municipality shall adopt, enforce, and periodically review and renew anti-scavenging ordinances and mandatory source separation ordinances as required by the New Jersey Mandatory Source Separation and Recycling Act and/or the Plan as amended from time to time.

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's Single Stream Recyclable Material collection program, as required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation

The CMCMUA Solid Waste Facilities shall accept the delivery of Municipal Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material as applicable, six (6) days per week. The operating hours, including Holiday hours, for said facilities shall be consistent with the current hours of operation and as approved by the New Jersey Department of Environmental Protection. The CMCMUA shall post the dates and hours of operation of its Solid Waste Facilities on the CMCMUA's website, www.cmcmua.com. CMCMUA Solid Waste Facilities shall be closed on Sundays.

Article XIII. Licensing of Transporters

Each Solid Waste hauler/transporter who delivers Solid Waste, Single Stream Recyclable Material, and/or Source Separated Recyclable Material to the CMCMUA on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with the laws of the State of New Jersey. Annually, the Municipality shall advise the CMCMUA as to the identity of each Solid Waste hauler/transporter utilized by the Municipality, as well as their respective collection schedules.

Article XIV. Monitoring of Solid Waste Disposal Activities

The CMCMUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all Solid Waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all Solid Waste generators and Solid Waste haulers/transporters operating within the Municipality comply with the provisions of the Plan and all applicable New Jersey Statutes and/or Regulations. In this regard, the Municipality and the CMCMUA agree to share information regarding Solid Waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing Material ("ACM") removal work within the Municipality the identity and location of the proposed disposal facility for all Solid Waste and/or ACM generated as a result of the on-site construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition or ACM removal activities within the Municipality.

Article XV. Failure of the Municipality to Perform

In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Agreement, the CMCMUA shall assess a surcharge for the processing of low revenue Single Stream Recyclable Material. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming Single Stream Recyclable Material delivered to the CMCMUA (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of Single Stream Recyclable Material from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

In the event that the Municipality fails to deliver or fails to have delivered to the CMCMUA all Solid Waste generated and/or collected for disposal within its corporate boundaries, the CMCMUA shall establish and charge a tipping fee to the Municipality for all Single Stream Recyclable Material delivered to the CMCMUA by, or on behalf of, the Municipality which shall be equal to the CMCMUA's actual cost of processing Single Stream Recyclable Material. In addition, the CMCMUA reserves the right to exercise any or all of the measures described above.

Article XVI. Failure of the CMCMUA to Perform

In the event that the CMCMUA fails to perform in accordance with any of the substantive terms and conditions of this Agreement, the Municipality shall provide written notification to the CMCMUA describing the specific Agreement breach. The CMCMUA shall have thirty (30) days from actual receipt of the written notification to cure the identified Agreement breach. In the event the CMCMUA does not cure the breach within the allowable timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.

Article XVII. Disputes

All disputes between the Municipality and the CMCMUA shall be resolved by direct and timely negotiations between both Parties. In the event that such disputes cannot be mutually resolved, arbitration may be considered by both Parties or litigation may be pursued. In such action the Party which does not prevail in such arbitration or litigation shall pay all reasonable legal and other costs associated with such action as may be incurred by both Parties.

Article XVIII. Force Majeure

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either Party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

Article XIX. Excusable Termination of Agreement

This Agreement may be terminated by either Party, without penalty, for the reasons set forth in the Force Majeure clause above. Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-recycled Solid Waste, the CMCMUA shall give the Municipality at least sixty (60) days notice of termination.

Article XX. Penalty

In the event of a breach of this Agreement by either Party which is not excused under Articles XVIII or XIX, the other Party shall have the right to seek specific performance, compensatory and/or incidental damages.

Article XXI. Governing Law

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the Parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement. Any actions, claims or suits shall be adjudicated and venued in the Superior Court of New Jersey, Cape May County.

Article XXII. Severability

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the Parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

Article XXIII. Successors and Assigns

Each reference to the CMCMUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

Article XXIV. Notices

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the CMCMUA Administrative Offices located at 1523 Route 9 North, Cape May Court House, New Jersey, or sent by certified mail addressed to:

In the Case of the CMCMUA:

Executive Director
Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, New Jersey 08210; and

In the case of the Municipality addressed to:

«Mayor»
«Municipality»
«Address»
«City_State_Zip»

Article XXV. Successor Agreement

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2024~~3~~, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

Article XXVI. Entire Agreement

This Agreement contains the entire agreement between the CMCMUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the CMCMUA. Any omission or delay by either Party to this Agreement in exercising any right hereunder shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.

Article XXVII. Favored Municipality Status

The Parties agree that the terms and conditions of this Agreement are the same as the terms and conditions of any other agreements which apply to the CMCMUA's provision of Solid Waste disposal and Recycling services offered to and/or accepted by all other municipalities in Cape May County, New Jersey. In the event that any agreements with such other municipalities in Cape May County, New Jersey contain more favorable terms and conditions to such other Municipalities, either presently or at any time during the term of this Agreement, the terms of this Agreement shall be modified so that they contain such favorable terms and conditions. In the event that the Authority does not offer to modify this Agreement accordingly, the Municipality shall have the right to terminate this Agreement, or seek specific performance thereof, upon providing the CMCMUA thirty (30) days' notice. This provision shall apply, notwithstanding any other terms and conditions set forth in this Agreement.

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

ASST. CORP. SECRETARY

DATE

«Municipality»

ATTEST:

MUNICIPAL CLERK

DATE

EXHIBIT "A"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

Single Stream Recyclable Material

Disposition

- **Paper Products** - Newspaper with inserts, magazines, office paper, junk mail, telephone and paperback books, corrugated cardboard boxes, brown paper bags, non-foil wrapping paper, chipboard packaging (including but not limited to dry food boxes such as cereal, rice, pasta, cookie, cracker, etc. with liner bags removed and thrown into the trash), gift boxes, shoe boxes, tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris), and soda and beer carriers. All food contaminated paper and waxed-coated cardboard containers (gable-top milk and juice cartons) and/or boxes shall be disposed of as trash.
- **Glass Food & Beverage Containers** – Rinsed and clean clear, green and brown food and beverage bottles, jugs and jars. Excluding blue bottles, window glass, ceramic cups and dishes, and light bulbs. Caps and lids shall be removed from containers and disposed of as trash.
- **Metal Food & Beverage Cans** – Rinsed and clean aluminum and steel food and beverage cans, 2.5 gallons or less in size. Excluding paint cans, cookware, or flatware. Caps and lids shall be removed from cans and disposed of as trash.
- **Plastic Bottles, Jars, Jugs, and Containers** - Rinsed and clean plastic bottles, jars, jugs, and other hard plastic containers, regardless of color, 2.5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to; margarine tubs, microwave trays, yogurt containers. Excluding Styrofoam packaging, plastic Solo® cups, empty medicine bottles, polystyrene egg cartons, beverage cups, PVC pipe, and plastic film (i.e. shopping bags). Excluding plastic bottles, jars, jugs, and containers that contained chemicals or hazardous products, such as motor oil or pesticide. Caps and lids shall be removed from containers and disposed of as trash.

Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.¹

Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.¹

Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.¹

Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.¹

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

Source Separated Recyclable Material

Disposition

-
- | | |
|---|---|
| <ul style="list-style-type: none">◦ <u>Computers and Consumer Electronics</u> – Computers and associated hardware including keyboards, modems, printers, scanners and fax machines, monitors, flat panel displays. Also includes televisions, cell phones, VCR's, DVD players, radios and landline telephones.◦ <u>"White Goods" not containing "CFC"</u> – Bulky household metals including washers, dryers, ovens, and water heaters.◦ <u>"White Goods" containing "CFC"</u> – refrigerators, freezers, air conditioners, water coolers, and other "CFC" appliances.◦ <u>All ferrous and non-ferrous scrap</u> – metal, sheet metal, metal piping, aluminum siding, old metal tools, and cookware. Excluding auto and truck bodies, chain link fencing, wire, cable and mattress springs.◦ <u>Leaves</u>◦ <u>Grass Clippings and Christmas Trees</u>◦ <u>Wood Pallets</u>◦ <u>Film Plastic</u> - including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics◦ <u>Street Sweepings</u>◦ <u>Catch Basin Clean Out (dewatered)</u>◦ <u>Household Hazardous Waste Collection Days</u> | <p>Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities, businesses, non-profits, and residents.¹ Some municipalities provide curbside collection or a container at their drop off depot.</p> <p>Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.¹</p> <p>Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. "CFC's" will be removed free of charge.¹</p> <p>Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.¹</p> <p>Delivered to leaf compost staging area at the Sanitary Landfill Complex only at no charge.¹</p> <p>Grass clippings are to be delivered to and accepted at the Sanitary Landfill Complex only at no charge. Christmas trees are accepted at the Sanitary Landfill Complex and the Transfer Station at no charge only through January 31st.¹</p> <p>Delivered to the Multi-Class Recycling Center at the Sanitary Landfill Complex and the Transfer Station at no charge.¹</p> <p>Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.¹</p> <p>Delivered to the Sanitary Landfill Complex at no charge.¹</p> <p>Delivered to the Sanitary Landfill Complex at no charge.¹</p> <p>The Authority will continue to provide this service by scheduling two (2) collection days each year and accepting household hazardous waste from residents and other non-regulated generators within the Municipality at no charge (limited to quantities up to 25 gallons and/or up to 100 pounds per customer).</p> |
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¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

<u>Source Separated Recyclable Material</u>	<u>Disposition</u>
<ul style="list-style-type: none">◦ <u>Litter Abatement Program</u>	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".
<ul style="list-style-type: none">◦ <u>Abandoned Buildings</u>	This service will allow free disposal of Type 13C solid waste resulting from municipal demolition of abandoned and/or fire damaged buildings up to an annual maximum amount equal to 1% of the billable tons (Types 10, 13 & 13C) delivered by or on behalf of Municipality; i.e., those tons directly paid for by the Municipality during the preceding calendar year. A representative from the CMCMUA Solid Waste Department must pre-approve any structures being demolished under this provision, and a five (5) days prior notice to the CMCMUA is required for free disposal of demolition material by the Municipality. No asbestos or asbestos containing materials will be accepted as part of this free disposal service.
<ul style="list-style-type: none">◦ <u>Lead Acid Batteries</u> - including motor vehicle, aviation, marine and SLA (sealed lead acid) batteries	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.
<ul style="list-style-type: none">◦ <u>Antifreeze</u> – which is free of contaminants	Delivered to the Sanitary Landfill Complex or Transfer Station at no cost (limited to 5 gallons per day per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

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

Open: N
 Paid: Y
 Void: N
 Rcvd: N
 Held: N
 Aprv: N
 Bid: Y
 State: Y
 Other: Y
 Exempt: Y

Paid Date Range: 08/03/23 to 08/16/23
 Include Non-Budgeted: Y
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2300083	01/06/23	ENGIN015 SCS ENGINEERS,PC Contract No: C2200053	TITLE V PERMIT TUB GRINDER	Open	362.50	0.00	C
M2300111	01/11/23	CASAP005 CASA PAYROLL SERVICE	Payroll Services Contract 1 Yr	Open	310.00	0.00	
M2300137	01/13/23	AMBAS005 AMBASSADOR MEDICAL SERV.,INC	Drug & Alcohol Testing Program	Open	1,136.00	0.00	
M2300172	01/19/23	HAWKI005 HAWKINS DELAFIELD & WOOD LLP Contract No: C2300005	RNG FEASABILITY	Open	23,760.00	0.00	C
M2300285	01/27/23	STEWA005 STEWART BUSINESS SYSTEMS	MANAGED PRINT SERVICES	Open	371.25	0.00	
M2300288	01/28/23	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-33-21 SHARED CONVEYANCE	Open	43,033.89	0.00	
M2300377	02/02/23	GRAIN005 GRAINGER INC.	ELECTRICAL GLOVES	Open	198.26	0.00	
M2300394	02/02/23	PKATE005 PKA TECHNOLOGIES, INC.	SCADA NETWORK SWITCHES	Open	43,633.20	0.00	
M2300409	02/03/23	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-06-22 PROF SER ENG: OC WTF	Open	10,642.50	0.00	
M2300420	02/03/23	ACOMM005 A+ COMMERCIAL OFFICE CLEANERS	ADMIN BLDG. JANITORIAL SERVICE	Open	3,075.00	0.00	
M2300455	02/07/23	EUROF005 EUROFINS ENV TESTING PHILA LLC Contract No: C2300006	2023 NJDES SAMPLING & TESTING	Open	263.00	0.00	C
M2300457	02/07/23	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE FOR LANDFILL	Open	893.10	0.00	
M2300458	02/07/23	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE FOR TS	Open	385.44	0.00	
M2300459	02/07/23	TOILE005 CAPRIONI PORTABLE TOILETS	PORTABLE TOILETS	Open	260.00	0.00	
M2300460	02/07/23	SPRIN010 CRYSTAL SPRINGS	DRINKING WATER	Open	247.35	0.00	
M2300490	02/09/23	FOLEY005 FOLEY, INC.	12 month rental of Water Truck	Open	2,811.00	0.00	
M2300589	02/21/23	WBMA005 W.B. MASON CO. INC.	Deliver Chair from HON	Open	51.42	0.00	
M2300603	02/22/23	SPRIN010 CRYSTAL SPRINGS	DISTILLED WATER FOR LAB	Open	38.50	0.00	
M2300694	03/03/23	CASAR005 CASA REPORTING SERVICES, LLC	AFFORDABLE CARE ACT (ACA)	Open	272.00	0.00	
M2300731	03/07/23	ONECA010 ONE CALL CONCEPTS, INC.	NJ ONE CALL-MARK OUTS 2023	Open	301.73	0.00	
M2300745	03/08/23	TRANS065 TRANSCAT, INC.	CALIBRATE FLUKE METER	Open	1,587.81	0.00	
M2300926	03/30/23	SCALF005 SCALFO ELECTRIC Contract No: C2300002	FUEL ISLAND EMERGENCY STOP	Open	3,377.00	0.00	C
M2300987	04/06/23	AVALO030 AVALON WEED & INSECT CONTROL	Weed Control - All Facilities	Open	9,525.00	0.00	
M2301001	04/10/23	ENVIR090 ENVIRODYNE SYSTEMS INC.	WW-EQUIP-09-23	Open	559,734.75	0.00	
M2301032	04/12/23	INTEG010 INTEGRATED POWER SERVICES, LLC	SEEPEX PUMP PARTS - TSP	Open	2,503.80	0.00	
M2301074	04/18/23	SCALF005 SCALFO ELECTRIC Contract No: C2300002	STREET LIGHTING PHOTO CELLS	Open	914.38	0.00	C
M2301160	04/26/23	GRAIN005 GRAINGER INC.	SUMP PUMP, GAUGES, TOOLS	Open	161.73	0.00	
M2301174	04/27/23	SCHUL005 A. C. SCHULTES	RFP BLOWER MOTOR REBUILD	Open	1,532.00	0.00	
M2301211	05/02/23	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	SM BACKFLOW BUILDING	Open	7,728.11	0.00	
M2301212	05/02/23	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	SM BACKFLOW BUILDING	Open	7,253.30	0.00	
M2301298	05/12/23	FOLEY005 FOLEY, INC.	RPO Cat 730 Articul. Dump Truc	Open	13,500.00	0.00	
M2301313	05/16/23	WBMA005 W.B. MASON CO. INC.	OFFICE SUPPLIES - FURNITURE	Open	374.53	0.00	
M2301323	05/16/23	SOUTH025 SOUTH JERSEY OVERHEAD DOOR CO.	SHOP OVERHEAD DOOR REPAIR	Open	2,750.00	0.00	
M2301338	05/18/23	HONCO005 THE HON COMPANY	CHAIR FOR CLERK	Open	379.20	0.00	
M2301351	05/19/23	GRAIN005 GRAINGER INC.	CHECK VALVES FOR DAY TANKS	Open	323.46	0.00	
M2301378	05/23/23	ENGIN015 SCS ENGINEERS,PC Contract No: C2200053	TASK#4 REQUIREMENTS OF EPA 000	Open	1,883.40	0.00	C
M2301423	05/26/23	SHERW005 SHERWIN-WILLIAMS CO.	PAINT FOR PIPING IN PLANT	Open	887.95	0.00	
M2301482	06/05/23	JOHNS015 JOHNSON'S ELECTRIC, INC.	BREAKROOM REFRIGERATOR	Open	644.00	0.00	
M2301494	06/06/23	JEMPA005 JEM PAVING, LLC	TS FACILITY MAINT.	Open	12,064.00	0.00	
M2301509	06/07/23	GRAYB005 GRAYBAR ELECTRIC CO.	CAKE SENSOR RFP	Open	383.40	0.00	
M2301513	06/08/23	DELLM005 DELL MARKETING LLC	ANNUAL ADOBE SOFTWARE RENEWAL	Open	5,574.40	0.00	
M2301525	06/08/23	SHANN005 SOUTH JERSEY CULLIGAN WATER	TS FACILITY MAINT.	Open	145.00	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2301594	06/20/23	RICHT005 RICH TREE SERVICE, INC.	TREE REMOVAL	Open	5,280.00	0.00	
M2301600	06/20/23	JBOLT005 J-BOLTS INDUSTRIAL SUPPLIES	MISC GAS PLANT SUPPLIES	Open	892.76	0.00	
M2301601	06/20/23	APPLI015 APPLIED INDUSTRIAL TECH.	CABLE TRAY - 32ND ST UPGRADES	Open	2,542.91	0.00	
M2301625	06/21/23	CDWGO005 CDW GOVERNMENT INC.	USB PORT AND EXTENTION	Open	1,118.70	0.00	
M2301626	06/22/23	LRMIN005 LRM, INC.	CL2 SENSOR, SPARE MEMBRANE	Open	2,051.48	0.00	
M2301638	06/23/23	HYDRO020 HYDROSIL INTERNATIONAL LIMIT.	TS DUSTCAT MEDIA TESTING	Open	990.00	0.00	
M2301656	06/23/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	9,119.53	0.00	C
M2301658	06/23/23	APPLI015 APPLIED INDUSTRIAL TECH.	MISC GAS PLANT SUPPLIES	Open	280.22	0.00	
M2301675	06/26/23	SEAGE005 SEA GEAR MARINE SUPPLY INC.	SHRINK WRAP FOR RBR'S	Open	2,000.19	0.00	
M2301682	06/26/23	GRAIN005 GRAINGER INC.	TOILET PAPER	Open	193.77	0.00	
M2301698	06/28/23	BAYVI005 BAYVIEW BEARING & SUPPLY CO.	SPLIT SEAL FOR RBC GEARBOX	Open	550.60	0.00	
M2301705	06/28/23	WBMA005 W.B. MASON CO. INC.	NON-CONTRACT OFFICE SUPPLIES	Open	367.64	0.00	
M2301719	06/28/23	CDWGO005 CDW GOVERNMENT INC.	INTEL NUCS PC REFRESH - ADMIN	Open	1,027.94	0.00	
M2301721	06/28/23	CDWGO005 CDW GOVERNMENT INC.	MOUSE PADS	Open	65.50	0.00	
M2301722	06/28/23	CDWGO005 CDW GOVERNMENT INC.	INTEL NUCS - WASTEWATER	Open	1,027.94	0.00	
M2301723	06/28/23	CDWGO005 CDW GOVERNMENT INC.	SLF BATTERY BACKUP UNIT	Open	880.98	0.00	
M2301756	07/06/23	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2300040	METHANOL DELIVERY 7/10/23	Open	3,967.92	0.00	C
M2301757	07/06/23	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2200045	HYDROGEN PEROXIDE DEL. 7/12/23	Open	6,128.68	0.00	C
M2301761	07/06/23	GRAIN005 GRAINGER INC.	GATE OPERATOR PARTS	Open	155.99	0.00	
M2301768	07/07/23	WATER025 WATER ENVIRONMENT FEDERATION	MEMBERSHIP RENEWAL - MCCABE	Open	182.00	0.00	
M2301774	07/07/23	COURT020 COURT HOUSE OFFICE SUPPLIES	OFFICE SUPPLIES - NAMEPLATE	Open	16.95	0.00	
M2301783	07/10/23	LRMIN005 LRM, INC.	REPLACEMENT FOR CL2 SENSORS	Open	4,308.91	0.00	
M2301784	07/10/23	GRAIN005 GRAINGER INC.	MISC SLF SUPPLIES	Open	131.62	0.00	
M2301786	07/10/23	KEMIR005 KEMIRA WATER SOLUTIONS INC. Contract No: C2300016	LIQUID FERRIC CHLORIDE	Open	12,214.35	0.00	C
M2301793	07/11/23	WBMA005 W.B. MASON CO. INC.	COPY PAPER - MAINTENANCE BLDG	Open	755.20	0.00	
M2301796	07/11/23	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	JANITORIAL SUPPLIES	Open	176.13	0.00	
M2301802	07/12/23	RACKM005 RACKMOUNT SOLUTIONS	PORTABLE AIR UNIT	Open	3,104.53	0.00	
M2301804	07/12/23	GRAIN005 GRAINGER INC.	SHOP SUPPLIES	Open	1,358.80	0.00	
M2301810	07/12/23	KINDL005 KINDLE FORD	MAT FOR NEW LEASED TRUCK	Open	169.50	0.00	
M2301827	07/14/23	APPLI015 APPLIED INDUSTRIAL TECH.	GAS PLANT LEAK DETECTORS	Open	68.50	0.00	
M2301828	07/14/23	KLENS005 KLENSWITE POOL/SPA SUPPLY CO.	CAL. HYPO GRANULAR	Open	599.94	0.00	
M2301831	07/17/23	KEENC005 KEEN COMPRESSED GAS CO.	GAS CYLINDERS & TANK RENTALS	Open	79.20	0.00	
M2301835	07/17/23	GRAIN005 GRAINGER INC.	TS MISC. SUPPLIES	Open	871.01	0.00	
M2301836	07/17/23	DAVID005 DAVID WEBER OIL CO.	BULK DEF LANDFILL	Open	4,466.16	0.00	
M2301837	07/17/23	LAWSO005 LAWSON PRODUCTS, INC.	SHOP SUPPLIES & HARDWARE	Open	1,247.75	0.00	
M2301840	07/17/23	GRAIN005 GRAINGER INC.	MISC SITE SUPPLIES	Open	694.87	0.00	
M2301842	07/17/23	BURLI010 BURLINGTON ELECTRICAL TESTING	GEJ4 TRANSFORMER TESTING	Open	2,250.00	0.00	
M2301903	07/18/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE 7/26/23	Open	9,014.22	0.00	C
M2301905	07/18/23	KELTE005 KELTEX APPAREL	WEIGHMASTER POLO SHIRTS	Open	488.00	0.00	
M2301906	07/19/23	GRAIN005 GRAINGER INC.	SCRUBBER REMOVAL OUTLET PIPING	Open	6,268.35	0.00	
M2301911	07/19/23	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	MISC IPF ELECTRICAL SUPPLIES	Open	367.78	0.00	
M2301912	07/19/23	FERGU020 FERGUSON ENTERPRISES, LLC	MISC GAS PLANT PARTS	Open	574.64	0.00	
M2301913	07/20/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - CAPE MAY	Open	8,945.79	0.00	C
M2301915	07/20/23	TRIST035 TRI-STEEL CORPORATION	SMM Scum Container	Open	4,808.00	0.00	
M2301921	07/20/23	GRAIN005 GRAINGER INC.	PLUMBING SUPPLIES	Open	291.00	0.00	
M2301928	07/21/23	NAPA0005 SEAVILLE NAPA	REPAIR 2015 FORD F250 SD PU	Open	56.49	0.00	
M2301929	07/21/23	BENDE005 MATTHEW BENDER	LEXIS NEXIS RENEWAL	Open	78.21	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2301931	07/21/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	8,577.50	0.00	C
M2301933	07/21/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	9,018.06	0.00	C
M2301934	07/21/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	9,127.19	0.00	C
M2301936	07/21/23	FASTE010 FASTENAL & CON. SUPPLIES	LED ANCHORS NON POT PROJECT	Open	1,029.42	0.00	
M2301941	07/21/23	TRIST035 TRI-STEEL CORPORATION	ALUM.PIPE FOR SPEED RAIL	Open	486.00	0.00	
M2301942	07/21/23	FASTE010 FASTENAL & CON. SUPPLIES	HARDWARE FOR SMM SCUM PROJECT	Open	547.70	0.00	
M2301943	07/21/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	8,835.92	0.00	C
M2301944	07/21/23	FASTE010 FASTENAL & CON. SUPPLIES	HARDWARE FOR WWL SCUM PROJECT	Open	547.70	0.00	
M2301946	07/21/23	UNITE100 UNITED RENTALS	LOAD BANK RENTAL - GEJ4	Open	1,961.61	0.00	
M2301947	07/21/23	KEMIR005 KEMIRA WATER SOLUTIONS INC. Contract No: C2300016	LIQUID FERRIC CHLORIDE	Open	12,094.50	0.00	C
M2301948	07/21/23	REELF005 REEL FIRE PROTECTION INC.	FIRE EXT ANNUAL CERTIFICATION	Open	147.50	0.00	
M2301950	07/24/23	SOUTH050 SOUTH JERSEY WELDING	WELDING GASES	Open	182.33	0.00	
M2301951	07/24/23	FASTE010 FASTENAL & CON. SUPPLIES	HARDWARE FOR SLUDGE TRUCKS	Open	157.20	0.00	
M2301955	07/24/23	KEENC005 KEEN COMPRESSED GAS CO.	OXYGEN & ARGON BOTTLE REFILLS	Open	649.10	0.00	
M2301957	07/24/23	QEDEN005 QED ENVIROMENTAL SYSTEMS INC.	GEM METER CALIBRATION GASES	Open	571.55	0.00	
M2301960	07/24/23	WILLI005 WILLIER ELECTRIC MOTOR	FAN MOTORS FOR PUMPS AT 69TH	Open	1,069.00	0.00	
M2301962	07/25/23	GRAYB005 GRAYBAR ELECTRIC CO.	SCADA PARTS	Open	193.29	0.00	
M2301966	07/25/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	8,325.65	0.00	C
M2301967	07/25/23	CWMIL005 CW MILL EQUIPMENT CO. INC. Contract No: C2300036	HOGZILLA GRINDER STOCK PARTS	Open	14,581.06	0.00	C
M2301968	07/25/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	8,770.77	0.00	C
M2301972	07/26/23	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	839.97	0.00	
M2301974	07/26/23	GRAIN005 GRAINGER INC.	AIR COMPRESSOR FOR 20TH STREET	Open	1,450.37	0.00	
M2301982	07/26/23	FRANK015 FRANKLIN ALARM CO.	FIRE ALARM/ELEVATOR MONITORING	Open	325.00	0.00	
M2301986	07/27/23	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	553.02	0.00	
M2301987	07/27/23	ANJRA005 ANJR ASSOC. OF NJ RECYCLING	7/2023 - 6/2024 membership	Open	200.00	0.00	
M2301988	07/27/23	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	711.67	0.00	
M2301991	07/27/23	GRAIN005 GRAINGER INC.	4"BLIND FLANGES & GASKETS	Open	393.76	0.00	
M2301994	07/27/23	GRAIN005 GRAINGER INC.	JOB SITE FAN	Open	855.04	0.00	
M2301996	07/27/23	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2300013	ZETAG 7587 DRY POLYMER	Open	5,616.82	0.00	C
M2302000	07/28/23	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2300045	HYDROGEN PEROXIDE	Open	1,915.11	0.00	C
M2302003	07/28/23	TREAS010 TREASURER, STATE OF NEW JERSEY	NJDEP QUARTERLY INSPECTION FEE	Open	6,847.50	0.00	
M2302004	07/28/23	TREAS060 TREASURER, STATE OF NEW JERSEY	TITLE V PERMIT MODIFICATION	Open	12,840.00	0.00	
M2302012	07/31/23	DISCO005 DISCOUNT HYDRAULICS	G-07 HYDRAULIC HOSE	Open	69.23	0.00	
M2302013	07/31/23	CHEVR025 GENTILINI CHEVROLET	TIRES FOR CHEVY 1500	Open	229.98	0.00	
M2302014	07/31/23	NAPA0005 SEAVILLE NAPA	NAPA PICKUP SLIPS	Open	214.79	0.00	
M2302015	07/31/23	SWAIN005 SWAIN'S HARDWARE STORE	SMM MIP ROOM	Open	34.35	0.00	
M2302016	07/31/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE 8/4/23	Open	8,756.17	0.00	C
M2302020	07/31/23	NAPA0005 SEAVILLE NAPA	MAINTENANCE	Open	45.45	0.00	
M2302021	07/31/23	CAMPB025 CAMPBELL FREIGHTLINER LLC	EVALUATE AND TOW TO KEARNEY NJ	Open	998.00	0.00	
M2302022	07/31/23	DELLM005 DELL MARKETING LLC	AUTODESK AUTOCAD LT	Open	471.36	0.00	
M2302023	07/31/23	CDWGO005 CDW GOVERNMENT INC.	IT SUPPLIES	Open	64.21	0.00	
M2302028	08/01/23	DELLM005 DELL MARKETING LLC	AVEVA INTOUCH LICENSES	Open	50,499.96	0.00	
M2302038	08/01/23	GRAIN005 GRAINGER INC.	STANDING DESK WORKSTATION	Open	428.99	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2302042	08/02/23	SHERW005 SHERWIN-WILLIAMS CO.	WVTS CONTAINER MAINTENANCE	Open	49.85	0.00	
M2302043	08/02/23	LOWES005 LOWE'S COMMERCIAL SERVICES	WVTS CONTAINER MAINTENANCE	Open	22.74	0.00	
M2302044	08/02/23	LOWES005 LOWE'S COMMERCIAL SERVICES	PC MAINTENANCE	Open	30.39	0.00	
M2302045	08/02/23	LOWES005 LOWE'S COMMERCIAL SERVICES	MIP REBURBISH	Open	25.17	0.00	
M2302049	08/02/23	NAPA0005 SEAVILLE NAPA	TS MISC. SUPPLIES	Open	93.38	0.00	
M2302050	08/02/23	LOWES005 LOWE'S COMMERCIAL SERVICES	FENCE POST	Open	44.97	0.00	
M2302054	08/02/23	GARDN005 GARDNER TRUE VALUE	MAINTENANCE	Open	20.85	0.00	
M2302055	08/02/23	LOWES005 LOWE'S COMMERCIAL SERVICES	Maintenance Supplies	Open	37.33	0.00	
M2302057	08/02/23	TREAS010 TREASURER, STATE OF NEW JERSEY	ANNUAL TOPO REPORT REVIEW FEE	Open	3,525.00	0.00	
M2302064	08/03/23	NAPA0005 SEAVILLE NAPA	Alternator	Open	132.16	0.00	
M2302069	08/03/23	GRAIN005 GRAINGER INC.	CEILING TILES, WIRE TIES	Open	171.99	0.00	
M2302072	08/03/23	GRAIN005 GRAINGER INC.	(2) BLACK GUEST CHAIRS	Open	243.40	0.00	
M2302076	08/03/23	DALEY005 DALEY'S PIT	QUARRY BLEND AGGREGATE	Open	100.00	0.00	
M2302088	08/04/23	WATER025 WATER ENVIRONMENT FEDERATION	WEF MEMBERSHIP RENEWAL	Open	182.00	0.00	
M2302090	08/04/23	CAPEM085 CAPE MAY CAR WASH LLC	CAR WASH HOUSE CHARGE	Open	124.00	0.00	
M2302091	08/04/23	DALEY005 DALEY'S PIT	3X5 CONCRETE AGGREGATE	Open	3,592.00	0.00	C
		Contract No: C2200067					
M2302094	08/04/23	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL	Open	5,390.42	0.00	
M2302096	08/04/23	FOLEY005 FOLEY, INC.	INSPECT & REPAIR PIN FAILURE	Open	796.00	0.00	
M2302099	08/04/23	OMNIR005 OMNI RECYCLING LLC	July 2023 Processing Fees	Open	202,557.30	0.00	C
		Contract No: C2300012					
M2302109	08/07/23	LOWES005 LOWE'S COMMERCIAL SERVICES	MAINTENANCE	Open	25.52	0.00	
M2302110	08/07/23	NAPA0005 SEAVILLE NAPA	STONE HARBOR MANOR GEN SET	Open	47.96	0.00	
M2302111	08/07/23	SHERW005 SHERWIN-WILLIAMS CO.	PLANT MAINTENANCE	Open	37.17	0.00	
M2302112	08/07/23	ADVAN035 ADVANTAGE RENTAL CENTER	SH MANOR GEN SET	Open	32.35	0.00	
M2302115	08/07/23	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL INV 507875 7/24	Open	7,490.39	0.00	
M2302118	08/08/23	WALLA015 WALLACE HARDWARE	BLANK ELECTRICAL PLATES	Open	2.98	0.00	
M2302124	08/08/23	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	2,679.23	0.00	
M2302126	08/08/23	CMCCH005 CMC CHAMBER OF COMMERCE	CMC CHAMBER ANNUAL MEMBERSHIP	Open	780.00	0.00	
M2302128	08/08/23	EPIC0005 EPIC	SLUDGE DISPOSAL FOR JULY 2023	Open	29,562.87	0.00	C
		Contract No: C2300018					
M2302139	08/09/23	NAPA0005 SEAVILLE NAPA	TS MISC. SUPPLIES	Open	49.16	0.00	
M2302145	08/09/23	TREAS010 TREASURER, STATE OF NEW JERSEY	ANNUAL REGISTRATION FEES	Open	12,012.00	0.00	
M2302146	08/09/23	CAPRI010 CAPRIONI FAMILY SEPTIC, INC.	LIQUID SLUDGE HAULING - JULY	Open	11,384.16	0.00	C
		Contract No: C2300031					
M2302148	08/09/23	CAPRI010 CAPRIONI FAMILY SEPTIC, INC.	LIQUID SLUDGE HAULING OC-SM	Open	4,373.49	0.00	C
		Contract No: C2300032					
M2302149	08/09/23	ATLAN090 ATLANTIC CO. UTIL. AUTHORITY	SLUDGE DISPOSAL FOR JULY 2023	Open	127,867.75	0.00	C
		Contract No: C2300043					
V2300587	08/01/23	COMCA010 COMCAST OF SOUTH JERSEY INC.	UTILITIES- 7/28/23-8/27/23	Open	226.21	0.00	
V2300588	08/01/23	WAWAF005 WAWA FLEET SERVICES	GASOLINE- JULY 2023	Open	37.81	0.00	
V2300589	08/01/23	TOWNS020 TOWNSHIP OF UPPER	HC B REBATE JAN-JUNE 2023	Open	242,436.90	0.00	
V2300590	08/01/23	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES- ADMIN BUILDING	Open	462.78	0.00	
V2300591	08/01/23	BOROU010 BOROUGH OF WOODBINE	HC B REBATE JAN-JUNE 2023	Open	242,436.90	0.00	
V2300592	08/03/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES	Open	37,101.67	0.00	
V2300593	08/03/23	NJAME005 NJ AMERICAN WATER COMPANY	UTILITIES	Open	4,905.38	0.00	
V2300594	08/03/23	CLEAN030 CLEAN ENERGY	CNG FUEL- JULY 2023	Open	228.70	0.00	
V2300595	08/04/23	STATE105 STATE OF NEW JERSEY	NJ STATE TAX ASSESSMENTS-2022	Open	1,365.91	0.00	
V2300596	08/04/23	VERIZ030 VERIZON	FIOS INTERNET	Open	234.99	0.00	
V2300597	08/04/23	SPECT025 SPECTROTEL	UTILITIES- AUGUST 2023	Open	3,635.34	0.00	
V2300598	08/04/23	NJDIV020 NJ DIV OF TAXATION (SPILL TAX)	SPILL TAX JULY 2023	Open	132.50	0.00	
V2300599	08/04/23	VERIZ010 VERIZON WIRELESS	UTILITIES- 6/24/23-7/23/23	Open	195.39	0.00	
V2300600	08/04/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES -ACCT#312 JULY	Open	10,186.73	0.00	
V2300601	08/04/23	ATLAN140 ATLANTIC CITY ELECTRIC	UTILITIES TS - ACCT#524 JULY	Open	921.76	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2300602	08/04/23	TELES005	TELESYSTEM UTILITIES AUG 2023	Open	148.91	0.00	
V2300603	08/04/23	CMCMU020	CMCMUA WASTEWATER LEACHATE DISPOSAL JULY 2023	Open	10,102.38	0.00	
V2300604	08/07/23	VERIZ010	VERIZON WIRELESS UTILITIES- 6/29/23-7/28/23	Open	2,012.36	0.00	
V2300606	08/07/23	ENTER020	ENTERPRISE FM TRUST VEHICLE LEASE- WASTEWATER	Open	3,980.00	0.00	
V2300607	08/07/23	ABCOP005	ABCO PUBLIC EMPLOYEES CREDIT UNION	Open	550.26	0.00	
V2300608	08/07/23	NATIO045	NATIONWIDE RETIREMENT SOLUTION DEFERRED COMPENSATION W/H	Open	17,585.00	0.00	
V2300609	08/07/23	NEWJE050	NEW JERSEY FAMILY SUPPORT GARNISHMENTS	Open	944.00	0.00	
V2300610	08/07/23	ISABE005	ISABEL C.BALBOA, CHAPTER 13 TR CASE NUMBER 18-28741	Open	463.50	0.00	
V2300611	08/07/23	HEALT005	HEALTH EQUITY EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,629.20	0.00	
V2300612	08/07/23	DUES0005	TEAMSTERS LOCAL 331 DUES UNION DUES	Open	3,497.50	0.00	
V2300613	08/07/23	POLIT005	TEAMSTERS LOCAL 331 POLITICAL POLITICAL ACTION FUND	Open	18.00	0.00	
V2300614	08/07/23	SOCIA005	TEAMSTERS LOCAL 331 SOCIAL UNION SOCIAL FUND	Open	5.00	0.00	
V2300615	08/07/23	DEPAR015	DEPARTMENT OF THE TREASURY FICA TAXES & FED INCOME TAX	Open	126,152.44	0.00	
V2300616	08/07/23	NJDIV015	NJ DIVISION OF TAXATION STATE INCOME TAX	Open	20,452.32	0.00	
V2300617	08/07/23	CAPEM055	CAPE MAY COUNTY MUA ADJUSTED PAYROLL CMCMUA	Open	303,666.74	0.00	
V2300618	08/08/23	WADEL005	WADE, LONG, & WOOD, LLC LEGAL FEES-LABOR NEGOTIATIONS	Open	3,276.00	0.00	
V2300619	08/08/23	WADEL005	WADE, LONG, & WOOD, LLC LEGAL FEES-RECYCLING MAY 2023	Open	4,515.00	0.00	
V2300620	08/08/23	WADEL005	WADE, LONG, & WOOD, LLC LEGAL FEES-SW GENERAL MAY 2023	Open	4,200.00	0.00	
V2300621	08/08/23	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	433.35	0.00	
V2300622	08/08/23	WADEL005	WADE, LONG, & WOOD, LLC LEGAL FEES-GEN LEGAL MAY 2023	Open	4,738.00	0.00	
V2300623	08/08/23	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	155,339.04	0.00	
V2300624	08/08/23	WADEL005	WADE, LONG, & WOOD, LLC LEGAL FEES- WW GEN MAY 2023	Open	840.00	0.00	
V2300625	08/08/23	DAILY005	DAILY JOURNAL LEGAL ADVERTISING- JULY 2023	Open	39.00	0.00	
V2300626	08/08/23	DAILY005	DAILY JOURNAL LEGAL ADVERTISING- JULY 2023	Open	17.94	0.00	
V2300627	08/08/23	SOUTH060	SOUTH JERSEY GAS UTILITIES- ADMIN BUILDING	Open	137.66	0.00	
V2300628	08/08/23	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES- ADMIN BUILDING	Open	8,779.28	0.00	
V2300629	08/08/23	STATE035	STATE OF NEW JERSEY - SLT LF CLOSURE&CONTINGENCY TAX-JUL	Open	9,367.63	0.00	
V2300630	08/08/23	SOUTH060	SOUTH JERSEY GAS UTILITIES-GAS HEAT TS JULY	Open	41.85	0.00	
V2300631	08/10/23	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	90.55	0.00	

Total Purchase Orders: 209 Total P.O. Line Items: 0 Total List Amount: 2,689,753.67 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	3-100	611,625.40	0.00	88,961.19-	522,664.21
WASTEWATER OPERATIONS	3-200	556,588.06	0.00	0.00	556,588.06
SOLID WASTE OPERATIONS	3-300	352,038.43	0.00	494,241.43	846,279.86
SOLID WASTE PROJECT	3-400	30,028.35	0.00	0.00	30,028.35
RENEWAL & REPLACEMENT	3-720	734,193.19	0.00	0.00	734,193.19
Total of All Funds:		2,284,473.43	0.00	405,280.24	2,689,753.67

Cape May County Municipal Utilities Authority

CERTIFICATION OF FUNDS:

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

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

all said Vouchers Lists dated August 16, 2023.



Robert P. Donato, CPA
Chief Financial Officer