

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 2, 2023 @ 6:30 p.m.

1. Call to Order
2. Roll Call and Establishment of Quorum
3. Open Public Meeting Statement
4. Pledge of Allegiance
5. Approval of Minutes
July 12, 2023 Regular Meeting
6. Comments or Questions from the Public on Agenda Items
7. Announcements/Special Presentations
8. Executive Director's Personnel Report
Resignations/Retirements
Leaves of Absence and Changes in Leaves of Absence
Reassignments/New Hires
9. Board Reports:
Treasurer's Report
- June 30, 2023
Construction Status Report
- July 26, 2023
10. 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
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 (total not-to-exceed amount of \$100,000.00)

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 (total not-to-exceed amount of \$1,500,000.00)

11. 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 Scalfio Electric, Inc. (total not-to-exceed amount of \$4,998,000.00)

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

Resolution No. 91-23 Resolution Authorizing the Continuation of Contract CHEM-53-22 with Kuehne Chemical Co., Inc. – Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities Pursuant to Resolution No. 103-22 (total not-to-exceed amount of \$1,155,000.00)

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 (total not-to-exceed amount of \$257,250.00)

12. 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. (total not-to-exceed amount of \$348,000.00 for Part A)

Resolution No. 94-23 Resolution Authorizing the Award of Contract SLF-24-23 (Parts B and C) – Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill to Nichem Co. (total not-to-exceed amount of \$621,000.00 for Part B and \$552,000.00 for Part C)

Resolution No. 95-23 Resolution Authorizing the Award of Contract SLF-24-23 (Part D) – Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill to Norit Americas, Inc. (total not-to-exceed amount of \$621,000.00 for Part D)

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 to Advance Tire, Inc. (total not-to-exceed amount of \$21,560.00)

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 (total not-to-exceed amount of \$79,920.00)

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. (total not-to-exceed amount of \$63,800.00)

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

13. Miscellaneous

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

14. Approval of Vouchers – August 2, 2023

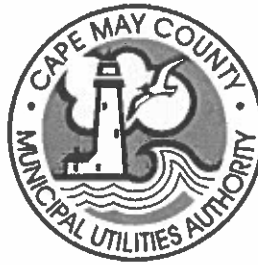
Administration
Wastewater Operations
Wastewater Project
Solid Waste Operations
Solid Waste Project

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment.



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MINUTES OF THE REGULAR MEETING

July 12, 2023

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

PRESENT:

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

ALSO PRESENT:

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

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

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

The Pledge of Allegiance was recited.

Minutes

Minutes of the June 21, 2023 Regular Meeting were submitted for approval or correction.

	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: 5-0-0

Comments or Questions from the Public on Agenda Items

None offered.

Announcements/Special Presentations

Mr. Rizzuto reported on the successful turnout of Red Cross Blood Drive that was hosted at the Administration Building on June 29, 2023.

Mr. Rizzuto introduced Ms. Dara O. Baker, the Authority's Asst. Office Manager

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 May 31, 2023.

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

Motion Carried: 5-0-0

Construction Status Report – June 28, 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 6th, the Contractor mobilized and surveyed the site. Since then, excavation and installation of subgrade piping has been completed. The building's concrete foundation was poured on June 30, 2023.

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. On June 5th, Garton's completed the removal of seven (7) RBC shafts, one (1) scum storage tank, one (1) chemical tank, and three (3) storage containers from the Ocean City Wastewater Treatment Facility. On June 14th, one (1) storage container and one (1) scum concentrator were removed from the Wildwood/Lower Wastewater Treatment Facility. 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.

Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations - The scope of this contract is to complete the annual underwater dive inspection of the Ocean City, Seven Mile Beach/Middle and Wildwood/Lower ocean outfalls and the replacement of missing diffuser risers, if any, on an "if and where directed" basis. On June 6th, 7th and 15th, ocean outfall inspections were completed, in respective order, at the Wildwood/Lower, Seven Mile/Middle and Ocean City outfall locations. All risers at all locations were reported to be in-place. Pending the receipt of the formal Inspection Report, this project shall be deemed complete.

Wastewater Management Program Report – July 6, 2023 – Joshua Palombo
Mr. Palombo presented the Wastewater Management Program Report.

Solid Waste Program Tonnage and Revenue Report – June 2023 – John R. Conturo
Mr. Conturo presented the Solid Waste Tonnage and Revenue Report.

Wastewater Management and Solid Waste Management Programs (Combined)

Resolution No. 78-23 Resolution Authorizing Contract Change Order No. 1 to Contract MISC-45-22-REBID – 2023 Miscellaneous Services – Buried Piping Systems with Lafayette Utility Construction Co., Inc.

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

Motion Carried: 5-0-0

Resolution No. 79-23 Resolution Authorizing the Award of Contract MUA-EQUIP-25-23 – Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings to Ferguson Waterworks

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

Motion Carried: 5-0-0

Wastewater Management Program

Resolution No. 80-23 Resolution Authorizing the Withdrawal of the Bid Submitted by Xylem/Evoqua Water Technologies for Contract WWL-EQUIP-07-23 – Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility

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

Motion Carried: 5-0-0

Resolution No. 81-23 Resolution Authorizing the Award of Contract WWL-EQUIP-07-23 – Furnishing and Delivery of Rotating Biological Contactors (RBCs) to the Wildwood/Lower Wastewater Treatment Facility to Walker Process Equipment, Division of McNish Corp.

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

Motion Carried: 5-0-0

Resolution No. 82-23 Resolution Authorizing an Addendum to and the Continuation of a Shared Services Agreement Between the Cape May County Municipal Utilities Authority and the Atlantic County Utilities Authority for the Disposal of Cape May County Municipal Utilities Authority Sewage Sludge under Resolution No. 46-21

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

Motion Carried: 5-0-0

Solid Waste Management Program

Resolution No. 83-23 Resolution Authorizing the Award of a Fair and Open Contract for Professional Engineering Services for the Completion of a Major Modification to the Authority's Landfill NJDEP Solid Waste Facility Permit (RFP-17-23) to Cornerstone Environmental Group, LLC., a Tetra Tech Company

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

Motion Carried: 5-0-0

Resolution No. 84-23 Resolution Authorizing the Continuation of Contract SW-EQUIP-32-22 with Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Jenbacher/GE LFG Fueled Electric Generators Pursuant to Resolution No. 83-22

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

Motion Carried: 5-0-0

Resolution No. 85-23 Resolution Authorizing the Continuation of Contract SW-EQUIP-33-22 with Northeast Energy Systems, LLC. (Subsidiary of Penn Power Group, LLC.) – Provide Service for the Removal, Inspection, Repair and Reinstallation of Stamford Generators for the Solid Waste Program Pursuant to Resolution No. 84-22

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

Motion Carried: 5-0-0

Miscellaneous

None presented.

Approval of Vouchers

Approval of the Administration Vouchers List dated July 12, 2023.

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

Motion Carried: 5-0-0

Approval of the Wastewater Operating Vouchers List dated July 12, 2023.

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

Motion Carried: 5-0-0

Approval of the Wastewater Project Vouchers List dated July 12, 2023.

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

Motion Carried: 5-0-0

Approval of the Solid Waste Operations Vouchers List dated July 12, 2023.

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

Motion Carried: 5-0-0

Approval of the Solid Waste Project Vouchers List dated July 12, 2023.

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

Motion Carried: 5-0-0

The total of all five (5) approved Vouchers Lists, dated July 12, 2023 was \$3,522,118.24.

Public Comment

None offered.

New Business

None presented.

Executive Session

None presented.

Adjournment

There being no further business, the Regular Meeting adjourned at 1:52 p.m.

Respectfully submitted,



Ann M. McDevitt
Recording Secretary

7/12/23

RESIGNATIONS/RETIREMENTS

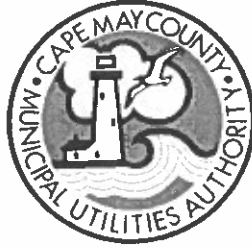
NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
N/A			

LEAVES OF ABSENCE AND CHANGES IN LEAVES OF ABSENCE

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

REASSIGNMENTS/NEW HIRES

NAME	FROM		TO		EFFECTIVE DATE
	PROGRAM/POSITION/FACILITY		PROGRAM/POSITION/FACILITY		
Dara O. Baker	New Hire		Administrative Services/Asst. Office Manager/Administration		7/10/2023
Pamela E. McCabe	Administrative Services/Asst. Office Manager/Administration		Purchasing/Purchasing Asst./Administration		7/10/2023
Jesse J. Matsinger	New Hire		Wastewater/Utility Worker/Wildwood/Lower		7/17/2023



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Respectfully Submitted by:

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

Prepared by:

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

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



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Wastewater Management Program

Administration/Construction Fund

	Trustee-Held Funds <i>TD Wealth Mgmt</i>	Local Checking Account <i>TD Bank</i>	Local Payroll Account <i>Sturdy</i>	Health Savings Account (Payroll) <i>TD Bank</i>	Total
Balance - June 1, 2023	\$ 1,137,648.42	\$ 623,958.92	\$ 4,834.27	\$ 12,838.44	\$ 1,779,280.05
Cash Receipts					
Interest Income	2,841.33	1,312.75		25.90	4,179.98
Sale of Surplus Equipment					-
NJUI JIF Risk Management Dividend					-
FEMA Reimbursement - PPE					-
Miscellaneous Reimbursements					-
Transfers - Expense Reimbursements					-
Wastewater Revenue Fund	2,000,000.00				2,000,000.00
Wastewater R&R Fund					-
Wastewater Forward Financing Fund					-
Solid Waste Revenue Fund					-
Solid Waste Project Fund					-
Total Cash Receipts	\$ 2,002,841.33	\$ 1,312.75	\$ -	\$ 25.90	\$ 2,004,179.98
Cash Disbursements					
Monthly Expenses		1,162,753.25	1,163,922.69	3,037.53	2,329,713.47
Transfers - Reimbursement Wastewater R&R Fund					-
Transfers - Reimbursement Solid Waste Revenue Fund					-
Transfers - Construction Projects Wastewater Revenue Fund					-
Transfers - Interest Income Wastewater Revenue Fund	2,841.33				2,841.33
Total Cash Disbursements	\$ 2,841.33	\$ 1,162,753.25	\$ 1,163,922.69	\$ 3,037.53	\$ 2,332,554.80
Interfund Transfers	(1,905,911.15)	1,905,911.15 (1,163,922.69) (4,910.68)	1,163,922.69	4,910.68	-
Total Interfund Transfers	\$ (1,905,911.15)	\$ 737,077.78	\$ 1,163,922.69	\$ 4,910.68	\$ -
Balance - June 30, 2023	\$ 1,231,737.27	\$ 199,596.20	\$ 4,834.27	\$ 14,737.49	\$ 1,450,905.23



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Wastewater Management Program

Project Fund

	Trustee-Held Funds Renewal and Replacement Fund <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Total
Balance - June 1, 2023	\$ 49,153,486.21	\$ 72,190.96	\$ 49,225,677.17
Cash Receipts			
Interest Income	189,163.27	846.30	190,009.57
Borough of Woodbine - Reimbursement		6,122.83	6,122.83
Transfers - Expense Reimbursements			
Wastewater Construction Fund			-
Wastewater Revenue Fund			-
Total Cash Receipts	\$ 189,163.27	\$ 6,969.13	\$ 196,132.40
Cash Disbursements			
Monthly Expenses		869,203.12	869,203.12
Transfers - Expense Reimbursements			
Wastewater Construction Fund			-
Wastewater Revenue Fund			-
Transfers - Interest Income			
Wastewater Revenue Fund	189,163.17		189,163.17
Total Cash Disbursements	\$ 189,163.17	\$ 869,203.12	\$ 1,058,366.29
Interfund Transfers	(869,203.12)	869,203.12	-
Total Interfund Transfers	\$ (869,203.12)	\$ 869,203.12	\$ -
Balance - June 30, 2023	\$ 48,284,283.19	\$ 79,160.09	\$ 48,363,443.28



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Wastewater Management Program

Revenue Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Daily Deposit Account <i>TD Bank</i>	Total
Balance - June 1, 2023	\$ 9,400,347.17	\$ 93,418.52	\$ 2,017,086.73	\$ 11,510,852.42
Cash Receipts				
Revenue				
User Charges			7,579,240.75	7,579,240.75
Septage/Leachate			68,324.68	68,324.68
Sludge Processing			35,472.52	35,472.52
Tower Rental			7,496.40	7,496.40
Insurance Claims				-
Miscellaneous Reimbursements			700.60	700.60
Interest Income	25,551.77	625.21	1,032.17	27,209.15
Transfers - Interest Income				
Wastewater Accounts				
General Fund	11,038.47			11,038.47
Renewal and Replacement	189,163.17			189,163.17
Construction Fund	2,841.33			2,841.33
2002 Forward Financing	1,072.04			1,072.04
Rate Stabilization Fund	44.54			44.54
Transfers - Other				
Construction Fund - Projects				-
Bond Reserve Fund				-
Renewal and Replacement Fund				-
Solid Waste Revenue Fund				-
Solid Waste Project Fund				-
Total Cash Receipts	\$ 229,711.32	\$ 625.21	\$ 7,692,267.12	\$ 7,922,603.65
Cash Disbursements				
Monthly Expenses		633,842.54		633,842.54
Transfers - Expense Reimbursements				
Wastewater Construction Fund	2,000,000.00			2,000,000.00
Wastewater Bond Service Fund				-
Renewal and Replacement Fund				-
Solid Waste Future Construction Reserve				-
Total Cash Disbursements	\$ 2,000,000.00	\$ 633,842.54	\$ -	\$ 2,633,842.54
Interfund Transfers	9,702,394.90 (633,842.54)	633,842.54	(9,702,394.90)	-
Total Interfund Transfers	\$ 9,068,552.36	\$ 633,842.54	\$ (9,702,394.90)	\$ -
Balance - June 30, 2023	\$ 16,698,610.85	\$ 94,043.73	\$ 6,958.95	\$ 16,799,613.53



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Solid Waste Management Program

Project Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Trustee-Held Funds Future Construction Reserve Fund <i>TD Wealth Mgmt.</i>	Total
Balance - June 1, 2023	\$ 584,412.95	\$ 90,430.37	\$ 13,589,715.28	\$ 14,264,558.60
Cash Receipts				
Interest Income	2,227.83	213.04	54,421.41	56,862.28
Transfers - Expense Reimbursements				
Solid Waste Equipment Reserve				-
Solid Waste Closure Fund				-
Solid Waste IPF Capital Reserve Fund				-
Solid Waste Building and Site Fund				-
Solid Waste Revenue Fund			62,500.00	62,500.00
Wastewater Revenue Fund				-
Total Cash Receipts	\$ 2,227.83	\$ 213.04	\$ 116,921.41	\$ 119,362.28
Cash Disbursements				
Monthly Expenses		49,974.50		49,974.50
Transfers - Expense Reimbursements				
Wastewater Construction Fund				-
Wastewater Revenue Fund				-
Transfers - Closure-related Expenditures				
Solid Waste Revenue Fund				-
Transfers - Rate Stabilization				
Solid Waste Revenue Fund				-
Transfers - Debt Service-related Expenditures				
Solid Waste Revenue Fund				-
Transfers - Interest Income				
Solid Waste Revenue Fund	2,227.83		54,421.41	56,649.24
Total Cash Disbursements	\$ 2,227.83	\$ 49,974.50	\$ 54,421.41	\$ 106,623.74
Interfund Transfers	49,974.50 (49,974.50)	49,974.50	(49,974.50)	-
Total Interfund Transfers	\$ -	\$ 49,974.50	\$ (49,974.50)	\$ -
Balance - June 30, 2023	\$ 584,412.95	\$ 90,643.41	\$ 13,602,240.78	\$ 14,277,297.14



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Solid Waste Management Program

Revenue Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Daily Deposit Account <i>TD Bank</i>	Prepayment Account <i>TD Bank</i>	Total
Balance - June 1, 2023	\$ 5,278,686.85	\$ 97,591.82	\$ 245,688.42	\$ 154,145.05	\$ 5,776,112.14
Cash Receipts					
Revenue					
Tipping Fees			1,600,708.44		1,600,708.44
Wood Products			70,562.04		70,562.04
Methane Revenue			1,387.68		1,387.68
Recycling Enhancement Grant					-
Electricity Generation			(16,923.88)		(16,923.88)
Property Rental			1,000.00		1,000.00
Sale of Surplus Assets					-
Insurance Reimbursement					-
Miscellaneous Reimbursements			2.00		2.00
Prepayments Received					-
Interest Income	21,154.78	428.07	217.57	288.04	22,088.46
Transfers - Interest Income					
Solid Waste Accounts					
Equipment Reserve Fund	234.92				234.92
Building and Site Improvements	927.32				927.32
Host Community Benefit Reserve	1,170.20				1,170.20
General Fund	63.61				63.61
Future Construction Reserve	54,421.41				54,421.41
Project Fund	2,227.83				2,227.83
Transfers - Expense Reimbursements					
Wastewater Construction Fund					-
Building and Site Improvement Fund					-
Solid Waste Project Fund					-
Future Construction Reserve Fund					-
IPF Capital Reserve Fund					-
IPF Rate Stabilization Fund	111,176.45				111,176.45
Host Community Benefit Fund					-
Total Cash Receipts	\$ 191,376.52	\$ 428.07	\$ 1,656,953.85	\$ 288.04	\$ 1,849,046.48
Cash Disbursements					
Monthly Expenses		379,777.78	3,181.13		382,958.91
Prepayments Returned				312.98	312.98
Transfers - Expense Reimbursements					
Wastewater Construction Fund					-
Wastewater Revenue Fund					-
Solid Waste Project Fund					-
Transfers - Reserve Accounts					
Equipment Reserve Fund					-
Closure Fund	17,843.32				17,843.32
Host Community Benefit Fund	99,198.02				99,198.02
Building and Site Improvement Fund					-
Future Construction Reserve Fund	62,500.00				62,500.00
Debt Service Fund					-
IPF Rate Stabilization Fund					-
IPF Capital Reserve Fund					-
Total Cash Disbursements	\$ 179,541.34	\$ 379,777.78	\$ 3,181.13	\$ 312.98	\$ 562,813.23
Interfund Transfers	1,832,963.93 (379,777.78)	379,777.78	(1,832,963.93)		-
Total Interfund Transfers	\$ 1,453,186.15	\$ 379,777.78	\$ (1,832,963.93)	\$ -	\$ -
Balance - June 30, 2023	\$ 6,743,708.18	\$ 98,019.89	\$ 66,497.21	\$ 154,120.11	\$ 7,062,345.39



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Wastewater Management Program

Investment Summary

Account Name / Bank	Purchase Date	Maturity Date	Interest Rate	Amount
Construction Fund				
New Jersey Cash Management Fund			4.96%	\$ 1,231,737.27
TD Bank - Checking			2.20%	199,596.20
TD Bank - Health Savings Account			2.20%	14,737.49
Sturdy Savings - Payroll			-	4,834.27
				\$ 1,450,905.23
Revenue Fund				
TD Bank - Money Market			2.20%	\$ 153,168.80
New Jersey Cash Management Fund			4.96%	15,137,188.28
Sturdy Savings Bank - Money Market			0.06%	-
Parke Bank - Money Market			4.50%	319,326.60
New Jersey Asset & Rebate Management Fund (NJ/ARM)			5.10%	1,088,927.17
TD Bank - Daily Deposit			2.20%	6,958.95
TD Bank - Checking			2.20%	94,043.73
				\$ 16,799,613.53
General Fund				
New Jersey Cash Management Fund			4.96%	\$ 365,675.23
Sturdy Savings Bank - Money Market			0.06%	-
Parke Bank - Money Market			4.50%	2,500,000.00
				\$ 2,865,675.23
Renewal and Replacement Fund				
Sturdy Savings Bank - Money Market			0.06%	\$ -
Parke Bank - Money Market			4.50%	13,690,028.70
New Jersey Asset & Rebate Management Fund - (NJ/ARM)			5.10%	29,749,016.98
TD Bank - Money Market			2.20%	4,605,361.89
New Jersey Cash Management Fund			4.96%	239,875.62
TD Bank - Checking			2.20%	79,160.09
				\$ 48,363,443.28



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Wastewater Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Rate Stabilization Fund				
New Jersey Cash Management Fund			4.96%	\$ 10,811.47
				<u>\$ 10,811.47</u>
Sick and Vacation Pay Reserve Fund				
New Jersey Cash Management Fund			4.96%	\$ 336,612.99
				<u>\$ 336,612.99</u>
2002 Forward Financing Fund				
New Jersey Cash Management Fund			4.96%	\$ 269,259.47
Sturdy Savings Bank - Money Market			0.06%	-
				<u>\$ 269,259.47</u>
Bond Service Fund				
TD Bank - Money Market			2.20%	-
				<u>\$ -</u>

Total Funds - Wastewater Management Program \$ 70,096,321.20



Cape May County Municipal Utilities Authority

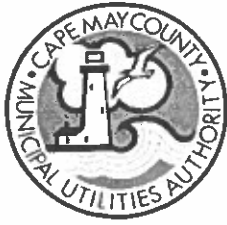
Treasurer's Report

for the month ended June 30, 2023

Solid Waste Management Program

Investment Summary

Account Name / Bank	Purchase Date	Maturity Date	Interest Rate	Amount
Project Fund				
TD Bank - Money Market			2.20%	\$ 2,815.77
Parke Bank - Money Market			4.50%	581,597.18
TD Bank - Checking			2.20%	90,643.41
				\$ 675,056.36
Revenue Fund				
TD Bank - Money Market			2.20%	\$ 59,138.59
Parke Bank - Money Market			4.50%	108,332.76
New Jersey Cash Management Fund			4.96%	4,285,939.72
New Jersey Asset & Rebate Management Fund (NJ/ARM)			5.10%	2,290,297.11
Sturdy Savings Bank - Money Market			0.06%	-
TD Bank - Prepayment Account			-	154,120.11
TD Bank - Daily Deposit			2.20%	66,497.21
TD Bank - Checking			2.20%	98,019.89
				\$ 7,062,345.39
Equipment Reserve Fund				
New Jersey Cash Management Fund			4.96%	\$ 65,044.12
Sturdy Savings Bank - Money Market			0.06%	-
				\$ 65,044.12
Building and Site Improvement Fund				
Parke Bank - Money Market			4.50%	\$ 242,631.44
				\$ 242,631.44
Insurance Reserve Fund				
New Jersey Cash Management Fund			4.96%	\$ 20,910.48
Parke Bank - Money Market			4.50%	615,835.05
				\$ 636,745.53



Cape May County Municipal Utilities Authority

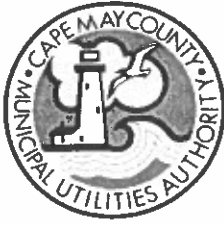
Treasurer's Report

for the month ended June 30, 2023

Solid Waste Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Rate Stabilization Fund				
New Jersey Cash Management Fund			4.96%	\$ 899,101.43
Sturdy Savings Bank - Money Market			0.06%	-
				\$ 899,101.43
IPF Rate Stabilization Fund				
New Jersey Cash Management Fund			4.96%	\$ 1,654,213.26
Sturdy Savings Bank - Money Market			0.06%	-
				\$ 1,654,213.26
IPF Capital Reserve Fund				
New Jersey Cash Management Fund			4.96%	\$ 651,426.29
Sturdy Savings Bank - Money Market			0.06%	-
				\$ 651,426.29
Closure Fund				
US Government Issues		average	2.10%	\$ 7,647,876.32
US Government Agency Issues		average	2.26%	78,574.60
First American Government Obligation Fund			5.01%	29,089.09
				\$ 7,755,540.01
<i>The Closure Fund is administered by US Bank under an NJDEP-stipulated Escrow Agreement</i>				
Host Community Benefit Reserve Fund				
New Jersey Cash Management Fund			4.96%	\$ 409,470.11
				\$ 409,470.11



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Solid Waste Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Debt Service Fund - NJEIT Series				
New Jersey Cash Management Fund			4.96%	\$ -
Parke Bank - Money Market			4.50%	-
				\$ -
Project Fund II - State Grant				
New Jersey Cash Management Fund			4.96%	\$ 303,678.94
Sturdy Savings Bank - Money Market			0.06%	-
				\$ 303,678.94
General Fund				
Parke Bank - Money Market			4.50%	\$ 16,644.13
				\$ 16,644.13
Future Construction Reserve Fund				
Parke Bank - Money Market			4.50%	\$ 6,102,240.78
New Jersey Asset & Rebate Management Fund - (NJ/ARM)			5.10%	7,500,000.00
Sturdy Savings Bank - Money Market			0.06%	-
				\$ 13,602,240.78

Total Funds - Solid Waste Management Program \$ 33,974,137.79



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Cash Management Plan Compliance Statements

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

Purchased

None

Matured

None

2. Summary of Securities Owned - ***

None

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

<u>Program</u>	<u>Securities</u>	<u>Other</u>	<u>Total</u>
Wastewater	\$ -	\$ 234,929.78	\$234,929.78
Solid Waste	-	98,754.49	98,754.49
Total	\$ -	\$ 333,684.27	\$333,684.27

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

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



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2023

Cash Management Plan Compliance Statements (continued)


5. Summary of Funds as of June 30, 2023

Official Depositories	Wastewater	Solid Waste	Total
Parke Bank	\$ 16,509,355.30	\$ 7,667,281.34	\$ 24,176,636.64
Sturdy Savings Bank	4,834.27	-	4,834.27
TD Bank NA	5,153,027.15	471,234.98	5,624,262.13
Other Official Funds			
New Jersey Cash Management	17,591,160.33	8,289,784.35	25,880,944.68
New Jersey Asset and Rebate Management Fund	30,837,944.15	9,790,297.11	40,628,241.26
	\$ 70,096,321.20	\$ 26,218,597.78	\$ 96,314,918.98
Closure Fund ***	-	7,755,540.01	7,755,540.01
Total Funds	\$ 70,096,321.20	\$ 33,974,137.79	\$104,070,458.99

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

MEMORANDUM

July 26, 2023

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

The following is a summary status report of the Authority's on-going projects for the period June 29, 2023 through July 26, 2023.

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

Contractor: Allied Construction

The purpose of this project is to replace piping, fittings, valves and appurtenances on the dry side of the well to remediate poor material conditions, and to improve the operational flexibility of the station. The installation of three (3) new sets of pumps and motors that were procured independently of this contract shall also be completed. This project was awarded on November 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.

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

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

Contractor: West Bay Construction, Inc.

The purpose of this project is to install facility-wide backflow preventer and bypass systems for two potable water services, both fire and domestic, that serve the facility. The goal is to prevent contamination of the municipal water distribution system from the facility's water system while also eliminating the need for several internal backflow preventer permits. The backflow preventer and bypass systems are to be housed in a new, small, precast concrete, pre-engineered building which shall be located immediately west of the facility's entrance. 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.

Contract Amount: \$525,000.00
Paid to Date: \$235,920.40
Completion Date: August 19, 2023

MEMORANDUM

July 26, 2023

Page 2

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

Contractor: Municipal Maintenance Company, Inc.

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

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

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

Contractor: Garton's Rigging, Inc.

The purpose of this project is to remove and dispose of various pieces of surplus equipment that are in poor condition in order to provide more working space at the Authority's Ocean City, Wildwood/Lower and Cape May Wastewater Treatment Facilities. Work includes the loading, hauling, unloading and disposal of nineteen (19) RBC shaft assemblies, two (2) storage tanks and, on an "if and where directed" basis, eight (8) storage containers and other miscellaneous treatment equipment. 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.

Contract Amount: \$269,125.00
Paid to Date: \$202,976.68
Completion Date: June 20, 2023

TJL:amm

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



Pouring concrete foundation (6-10-23)



Slab reinforcing in place (7-10-23)



Floor slab concrete pour (7-10-23)



Awaiting building delivery (7-11-23)

Cape May County Municipal Utilities Authority

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

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

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

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

WHEREAS, the Authority, by Resolution No. 1-23, dated January 4, 2023, by Resolution No. 37-23, dated April 5, 2023, and by Resolution No. 58-23, dated June 7, 2023 authorized its Qualified Purchasing Agent to purchase supplies, services and equipment in excess of the bid threshold from a list of State Contract Vendors during 2023.

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

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

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **86-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

July 25, 2023

MEMORANDUM

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

FROM: Kevin W. McGahey, QPA, Purchasing Agent *KWM*

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

The Authority annually authorizes, by Resolution, the purchase of certain budgeted items in excess of the current bid threshold from designated State Contract and Cooperative Contract Vendors. Three (3) Resolutions have been adopted by the Authority Board for the 2023 calendar year: January 4, 2023, Resolution 1-23; April 5, 2023, Resolution 37-23; June 7, 2023, Resolution 58-23.

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

1. Educational Services Commission of New Jersey (ESCNJ)
 - a. ESCNJ/AEPA-21D Roofing and Building Envelope Services
Weatherproofing Technologies, Inc. (Tremco)

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

It is therefore recommended that the Authority adopt a resolution authorizing the purchase of budgeted items from State Contract and Cooperative Contract vendors List, as identified on "Attachment A", at its August 2, 2023 Board of Commissioners meeting.

I concur with the above recommendation:



Robert P. Donato
Chief Financial Officer

7/26/2023

Date



Joseph V. Rizzuto,
Executive Director

07/26/23

Date

KWM:

Enclosure

c: Ms. Ann McDevitt

2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
NJ STATE CONTRACTS			
A E Stone	STONE010	Hot Mix Asphalt (Pick Up Only)	18-FLEET-00640 / T0155
Airgas USA, LLC	AIRGA010	Welding Gases, Yearly Cylinder Rentals	83289 / T0081
Applied Analytics, Inc.	APPLI020	Environmental Testing Instruments	21-FOOD-01687 / T0983
Aramco	ARAMS005	Gas Detectors - Mine Safety Appliance (MSA)	17-FLEET-00727 / T0106
Atlantic Plumbing Supply Corp.	ATLAN125	Plumbing/Heating Supplies & Equipment	89798 / T3027
AT&T	VARIOUS	Telecommunications Equipment & Service	80811 / T1316
AT&T Mobility	VARIOUS	Wireless Devices & Services	22-TELE-05861
Avaya	VARIOUS	Telecommunications Equipment & Service	80802 / T1316
Bank of America N A	TBD	Financial Services	84675 / T1654
Bayview Bearing	BAYVI005	Parts Heavy Duty Vehicles Over 15,000	42095 / T2085
Beyer Bros.	BEYER005	Parts Light Duty Vehicles Under 15,000	19-FLEET-00922 / T2760
Beyer Bros.	BEYER005	Parts Heavy Duty Vehicles Over 15,000	42069 / T2085
Beyer Bros.	BEYER010	Maint./Repair Heavy Duty Vehicles Over 15,000	89263 / T2108
Beyer Ford, LLC	BEYER010	Vehicles (Various)	Various
Broadway Moving & Storage	BROAD015	Moving Services	22-GNSV2-25457 / T0877
Campbell Freightliner	CAMPB025	Parts Heavy Duty Vehicles Over 15,000	42074 / T2085
Campbell Freightliner	CAMPB025	Maint./Repair Heavy Duty Vehicles Over 15,000	89264 / T2108
Cape May Mining & Recycling	CAPEM065	Crushed Stone, Sand & Gravel	87747 / T0142
Carahsoft	CARAH005	Naspro ValuePoint Cloud Solutions	19-COMP-00601
CDW Government, LLC	CDWGO005	Data Comm. & Network Equip (CISCO)	21-TELE-01506 / M7000
CDW Government, LLC	CDWGO005	Naspro Valuepoint Computer (Servers/Storage)	40116 / M0483
CDW Government, LLC	CDWGO005	Naspro Valuepoint Computer (HP Desktop/Tablets)	89974 / M0483
CDW Government, LLC	CDWGO005	Software License and Related Services	20-TELE-01511 / T3121
Central Jersey Equipment	CENTRO65	Parts/Repair Lawn & Grounds Equip.	43037 / T2187
Central Jersey Supply Co.	CENTRO35	Plumbing/Heating Supplies & Equipment	89796 / T3027
Chapman Ford Sales, Inc.	CHAPM005	OEM Auto Parts Light Duty Vehicles, Under 15000	19-FLEET-00923 / T2760
Chapman Ford Sales, Inc.	CHAPM005	Non-OEM Auto Parts (under 15,000 GVW)	86006 / T2761
Chapman Ford Sales, Inc.	CHAPM005	Parts Heavy Duty Vehicles Over 15,000	42072 / T2085
Charles Michel	TBD	Parts & repair Lawn & Grounds Equipment	43026 / T2187
Charles Michel	TBD	Parts Heavy Duty Vehicles Over 15,000	42089 / T2085
Chas. S. Winner	CHASS005	Vehicles (Various)	Various
Cherry Valley	CHERR005	Parts/Repair Lawn & Grounds Equip.	43022 / T2187
CISCO Systems, Inc.	TBD	Data Comm. & Network Equipment	21-TELE-01506 / M7000
CISCO Systems, Inc.	TBD	Naspro Valuepoint Computer (Servers)	89966 / M0483

2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
Command Radio Communications	COMMA005	Radios (Kenwood / Vertex)	83927 / T0109
Consolidated Steel & Alum.	FEN00005	Fence: Chain Link, Wooden Vinyl Install/Repair	88680 / T0640
Contractor Service(wdds enterprises)	CONTR040	Parts/Repair Lawn & Grounds Equip.	43024 / T2187
David Weber	DAVID005	Automotive Lubricants - Oil, Antifreeze, windshield	20-FLEET-01343 / T0097
Dell Marketing LP	DELLM005	Software Licensing	20-TELE-01510 / T3121
Dell Marketing LP	DELLM005	Naspro Valuepoint Computer	19-TELE-00656 / M0483
Deptcor	TBD	Various Products	49131 / TSU01
DFFLM, LLC	DFFLM005	Vehicles(Various)	88211 / T2103
Discount Hydraulics	DISCO005	Maint/Repair Heavy Duty Vehicles Over 15,000	89301 / T2108
Discount Hydraulics	DISCO005	Parts/Repair Road Maint. Equipment	85855 / T2188
Draeger, Inc.	TBD	Environmental Testing Instruments	85086 / T0983
Draeger, Inc.	TBD	Firefighters Equipment (SCBA Equipment)	17-FLEET-00827 / T0790
D & W Diesel, Inc.	DWDIE005	Auto Parts Heavy Duty Vehicles Over 15,000	42124 / T2085
EB Fence	EBFEN005	Fence: Chain Link, Wooden Vinyl Install/Repair	88679 / T0640
East Coast Salt	EASTC060	Rock Salt	20-FLEET-01520 / T0213
Eastern Warehouse Distributors	EASTE090	Non-OEM Auto Parts (under 15,000 GVW)	86011 / T2761
EMC Corporation	EMCCO010	Naspro Valuepoint Computer	89968 / M0483
EMR	EMRPO005	Preventive Maintenance & testing of Generators	20-GNSV2-00162 / T2848
E.O. Habegger Co., Inc.	EOHAB005	Aboveground Fuel Tanks, Install, Remove, Repair	42261 / T0849
Eplus Technology, Inc.	EPLUS005	Data Communication Equipment (CISCO)	21-TELE-01506 / M7000
Farm Rite, Inc.	FARM5005	Parts/Repair Lawn & Grounds Equip.	43035 / T2187
Fastenal	FASTE010	Industrial Supplies	19-FLEET-00565 / M0002
Firefighter One, LLC	FIREF005	Security Equipment & Supplies	17-FLEET-00734 / T0106
FM Generator	FMGEN005	Preventative Maintenance & Testing of Generators	20-GNSV2-01163 / T2848
FM Generator	FMGEN005	Maint/Repair and Replace Srv's Comm Generator	21-GNSV1-01586 / T2732
Fox Steel Products	FOXST005	Metals, Steel, Alum.	19-FLEET-01111 / T0220
Franklin Griffith	FRANK030	Electrical Equipment Associated with Lamps	88957 / T2419
General Spring & Alignment	GENER035	Parts Heavy Duty Vehicles Over 15,000	42120 / T2085
General Spring & Alignment	GENER035	Maint/Repair Heavy Duty Vehicles Over 15,000	89283 / T2108
Gentilini Ford, Inc.	GENTI005	OEM & Non-OEM Maint./Repair/Light Med. Vehicles	40797 / T0126
Gentilini Ford, Inc.	GENTI005	OEM Parts Light Duty Vehicles Ubdler 15,000	19-FLEET-00920 / T2760
GKY Industries	GKYIN005	Snow Plow, Grader & Loader Blades	88267 / T0085
Gold Type Business Machines	GOLDT005	Radios (Motorola)	83909 / T0109
Gold Type Business Machines	GOLDT005	Radio Communications Equipment	83904 / T0109
Gov Connection, Inc.	GOVCO005	Naspro Valuepoint Computer (Servers/Storage)	40116 / M0483
Gov Connection, Inc.	GOVCO005	Naspro Valuepoint Computer (Desktop,Tablets) HP	89974 / M0483
Grainger	GRAIN005	Industrial Supplies	19-Fleet-00566 / M0002

2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

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

2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

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

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

2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS			
VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
Sherwin Williams - See Price Sheets on StaffNet	SHERW005	Paint & Supplies	ESCNJ 19/20-14
Stertil-Koni USA	STERT005	Vehicle Service Lifts & Accessories	ESCNJ 21/22-17
W.B. Mason	WBMAS005	Office Furniture & Accessories	ESCNJ 22/23/08
Weatherproofing Technologies, Inc. (Tremco)	TBD	Roofing & Building Envelope Services	ESCNJ/AEPA-21D
V.E. Rapph & Son, Inc.	VERAL005	Emergency Medical Products	ESCNJ-20/21-44
Hunterdon County Educational Services Commission ID#34-HUNCCP			
F.W. Webb	FWWEB005	Industrial Supplies & Equip	HCESC-Cat-19-09
Ferguson Enterprises, LLC	FERGU020	Industrial Supplies & Equip	HCESC-Cat-19-09
Hilti, Inc.	HILTI005	Industrial Supplies & Equip	HCESC-Cat-19-09
"Miner LTD formerly New Jersey Door Works, LLC"	NEWJE055	Overhead Door Repair and Replacement	HCESC-Cat/Ser-21-03
North Jersey Wastewater Cooperative - ID# 88-NJWCPS			
A.C. Schultes	SCHUL005	Repair Pumps & Motors	B331-6
Applied Industrial Technologies	APPLI015	Furnish and Deliver Various Belts	B299A-2
Applied Analytics, Inc.	APPLI020	Various Mfgs. Equip. & Spare Parts	B-270-3
Dave Heiner Associates, Inc.	DAVEH005	Instrumentation Equipment, Parts & Supplies	B-343-1
Eastern Industrial Automation, Inc.	EASTE105	Furnish and Deliver Various Belts	B-262-3
Ferguson Enterprises, LLC	FERGU020	Hose Couplings and Fittings	B-224A
Ferguson Enterprises, LLC	FERGU020	Safety Equipment and Supplies	B267A-3
GMH Associates of America, Inc.	TBD	Various Mfgs. Equip. & Spare Parts	B-270-5
GP Jager, Inc.	GPJAG005	Various Mfgs. Equip. & Spare Parts (JWC)	B-270-6
GJ Oliver, Inc	TBD	Various Pumps & Motors-Repair-Replacement-Install	B331-9
Ironbound Supply Company	IRONB005	Pipe Fittings, Valves and Accessories	B-263-1
Municipal Maintenance Co., Inc.	MUNIC010	Various Pumps & Motors-Repair-Replacement-Install	B-279-4
NSI Neal Systems, Inc.	NSINE005	Instrumentation Equipment, Parts & Supplies	B-343-7
PCS Pump & Process, Inc.	PCSPU005	Instrumentation Equipment, Parts & Supplies	B-343-3
Precision Electric Motor	PRECI005	Various Pumps & Motors-Repair-Replacement-Install	B331-8

2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
Pumping Services, Inc.	PUMPI005	Various Mfgs. Equip. & Spare Parts (Franklin Miller)	<u>B-270-2</u>
Pumping Services, Inc.	PUMPI005	Instrumentation Equipment, Parts & Supplies	<u>B-343-4</u>
Rapid Pump and Meter Service	SERCO005	Various Pumps & Motors-Repair-Replacement-Install	<u>B331-7</u>
Rapid Pump and Meter Service	SERCO005	Instrumentation Equipment, Parts & Supplies	<u>B343-9</u>
Raritan Supply Company	RARIT015	Pipe Fittings, Valves and Accessories	<u>B-305A-1</u>
Reiner Pump Systems	REINE005	ABS/Sulzer, Seepex Equipment & Supplies	<u>B-270-4</u>
Teledyne Isco	ISCO0005	Instrumentation Equipment, Parts & Supplies	<u>B-295A-5</u>
Turtle & Hughes, Inc.	TURTL005	Instrumentation Equipment, Parts & Supplies	<u>B-343A</u>
Turtle & Hughes, Inc.	TURTL005	Various Mfgs. Equip. & Spare Parts	<u>B-270-8</u>
Willier Electric Motor Repairs	WILLI005	Various Pumps & Motors-Repair-Replacement-Install	<u>B331-2</u>
Southern New Jersey Cooperative - ID# 271SNJPC			
Nichem	NICHE005	Supply & Disposal of Activated Carbon	<u>2022-WW-06</u>
David Weber Oil Co.	DAVID005	Oils, Lubricants, Greases and Lubricants	<u>2022-SW-01</u>
NASPO Valupoint member as of 7/27/2020			
Celco Partnership dba/Verizon	VERIZO10	Wireless, Data Voice and Accessories	<u>MA-152</u>
OMNIA Partners, Public Sector member as of 09/28/2020			
Applied Industrial Technologies	APPLI015	Maintenance, Repair, Operating & Industrial Supplies	<u>16154</u>
Graybar Electric Co.	GRAYB005	Electrical, Lighting, Data Communications and Security Products and Related Products, Services	<u>EV2370</u>
HD Supply Facilities Maintenance / The Home Depot Pro	THEHO005	Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services	<u>16154</u>
SHI International	SHIIN005	Information Technology and Services	<u>2018011-02</u>
Sourcewell National Cooperative Contracts member as of 03/02/2015			
Cherry Valley Tractor Sales	CHERR005	Grounds Maintenance Equip. Attachments and Accessories with Related Services	<u>031121-KBA</u>
Cummins, Inc.	CUMMI010	Electrical Energy Power Generation Parts, Supplies, Services	<u>092222-CMM</u>
Eastern DataComm, LLC	TBD	Unified Communications, Contact Center, and Related Services, Equipment and Applications	<u>022719-MBS</u>

2023 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
Enterprise Fleet Management	ENTER020	Fleet Management Services	030122-EFM
Foley, Inc.	FOLEY005	CAT Heavy Construction Equipment with Related	032119-CAT
Foley, Inc.	FOLEY005	Rental of Heavy Construction Equipment	062320-CAT
Gabrielli Truck Sales	GABRI005	Mack Trucks Class 4-8 Chassis with Related	060920-MAK
GovDeals	GOVD005	Surplus Auction Services with Related Solutions	012821-GDI
Hoffman Equipment	HOFFM010	Volvo Heavy Construction Equipment with Related Accessories, Attachments, and Supplies	032119-VCE
Jesco, Inc.	JESCO005	John Deere Heavy Construction Equipment with Related Accessories, Attachments, and Supplies	032119-JDC
Seaville Napa	NAP0005	Auto, Truck, Equip. Parts, Accessories-Entire Catalog	032521-GPC
Service Tire Truck Centers, Inc.	SERVI005	Tires, Related Equip. Supplies & Services (Goodyear)	102517-GTC
Snap-On	SNAPO005	Vehicle Lifts, Garage and Fleet Maintenance Equipment	013020-SNP
Thompson Pump & Manufacturing Co., Inc.	THOMP005	Procurement of Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies	101221-TPM
Vermeer Corpoation	VERME005	Grinders, Trommel Screens, Compost Turners, Tree	#050119-VRM
Villas Napa Auto Parts	VILLA015	Auto, Truck, Equip. Parts, Accessories-Entire Catalog	032521-GPC
Unifirst Corporation	UNIFI005	Uniform Rental	040920-UFC

Cape May County Municipal Utilities Authority

RESOLUTION NO. 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

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

WHEREAS, on May 31, 2023, the CMCMUA had published an Advertisement for Request for Proposal for RFP-19-23 - Professional Engineering Services Related to Air Permitting Issues for the Cape May County Municipal Utilities Authority ("RFP") and furnished detailed Proposal Documents for said RFP to potential firms; and,

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

WHEREAS, SCS Engineers submitted a Proposal on June 22, 2023 in response to the Authority's RFP solicited pursuant to the New Jersey Local Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et. seq.) to provide said services in accordance with the schedule of rates contained therein; and,

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

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

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

WHEREAS, the Local Public Contracts Law at N.J.S.A. 40A:11-5(1)(a)(i) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids, and the contract itself, must be available for public inspection; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority that it hereby awards a Professional Services Contract to SCS Engineers to perform Professional Engineering Services Related to Air Permitting Issues in accordance with a Proposal submitted by said firm on June 22, 2023, the provisions therein to be incorporated into a contract to be executed and filed with the Authority's Office Manager.

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

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

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

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Professional Engineering Services Related to Air Permitting Issues under Contract RFP-19-23 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$100,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 87-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 2nd day of August 2023.

Assistant Corporate Secretary

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

PROJECT INFORMATION

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

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

PROCUREMENT INFORMATION

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

Contract Number: RFP-19-23 **Term of Contract:** One (1) Year **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$100,000.00

Advertisement Date: May 31, 2023 **Opening Date:** June 22, 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: SCS Engineers

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

BUDGET INFORMATION


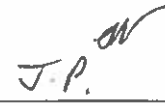

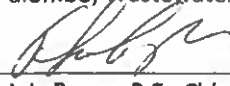
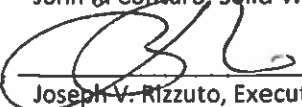
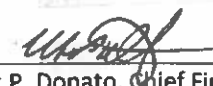
Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

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

Contract Spending Previous Contract Year: \$74,067.50

 _____ Kevin W. McGahey, Purchasing Agent	07-27-2023 Date	 _____ Joshua Palombo, Wastewater Program Manager	07/26/23 Date
 _____ John B. Conturo, Solid Waste Program Manager	7/27/23 Date	 _____ Thomas J. LaRocco, P.E., Chief Engineer	7/26/23 Date
 _____ Joseph V. Rizzuto, Executive Director	07/26/23 Date	 _____ Robert P. Donato, Chief Financial Officer	7/26/2023 Date

Cape May County Municipal Utilities Authority

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

WHEREAS, on July 13, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 90-22 awarding United Electric Supply Company, Inc., Contract MUA-EQUIP-34-22 – Procurement of PLCs, VFDs, ETO Products and Architecture and Startup Services ("Contract"); and,

WHEREAS, said Contract contains an option provision which would permit the Authority and United Electric Supply Company, Inc., to continue the Contract for two (2) additional one-year renewal options; and,

WHEREAS, the Authority is desirous of executing the first one-year extension of the Contract with United Electric Supply Company, Inc., pursuant to N.J.S.A. 40A:11-15 and, therefore, the Authority wishes to continue the Contract;

WHEREAS, compensation to United Electric Supply Company, Inc., under the continuation of said Contract authorized by this Resolution will be provided based upon the allowances contained in the Proposal submitted on June 28, 2022 by United Electric Supply Company, Inc. for said Contract for a total not-to-exceed amount of \$1,500,000.00; and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract MUA-EQUIP-34-22 is extended through July 31, 2024.
3. The total not-to-exceed budget of \$1,500,000.00 for this extended one-year term for all services provided by United Electric Supply Company, Inc., under Contract MUA-EQUIP-34-22 is based upon the allowances contained in the Proposal submitted on June 28, 2022 by United Electric Supply Company, Inc. subject to Years 2023 and 2024 Wastewater and Solid Waste Management Programs Budget appropriations.
4. The Authority's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **88-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CONTRACT FACT SHEET

PROJECT INFORMATION

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

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

PROCUREMENT INFORMATION

Contract Type: Procurement (Goods and Services)
 Construction

Professional Services
 Non-Professional Services

Contract Number: MUA-EQUIP-34-22

Term of Contract: One (1) Year

Option to Renew: No

Yes: Two (2) -

One (1) year renewal options

Bid Guarantee: No Yes

Consent of Surety: No Yes

Liquidated Damages: No

Yes: ,Basis:

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

Advertisement Date: May 27, 2022

Opening Date: June 28, 2022

Contract Award Basis: Lowest Responsible Bidder
 Highest Ranking Score

Best Value

Cooperative Pricing System

Negotiated

Recommendation: Award

Exercise 1 year option to renew under original Contract Terms and Conditions,
Option Dates: August 1, 2023 through July 31, 2024; Options to Renew remaining: 1

Reject, Basis:

CONTRACTOR/VENDOR INFORMATION

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

Address: 10 Bellecor Drive

New Castle, DE 19720

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

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

Contract Spending Previous Contract Year: WW - \$1,248,440.98; SW - \$0

Kevin W. McGahey, Purchasing Agent

07-27-2023

Date

Joshua Palombo, Wastewater Program Manager

07/26/23

Date

John R. Conturo, Solid Waste Program Manager

7/27/23

Date

Robert P. Donato, Chief Financial Officer

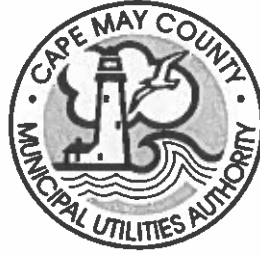
7/26/23

Date

Joseph V. Rizzuto, Executive Director

07/26/23

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: July 13, 2023

Ms. Angela Holowka
UNITED ELECTRIC
SUPPLY COMPANY, INC.
10 Bellecor Drive
New Castle, DE 19720

RE: Contract MUA-EQUIP-34-22 - Procurement of PLC's, VFD's, ETO Products and Architecture
and Startup Services
RENEWAL 1 of Two (2) One (1) Year Renewal Options

Dear Ms. Holowka,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend our agreement for Contract MUA-EQUIP-34-22 for an additional one (1) year period subject to the same terms and conditions as the original Agreement; a copy of the original contract is attached hereto for your use and reference.

If in concurrence of same, United Electric Supply Company, Inc. will provide Procurement of PLC's, VFD's, ETO Products and Architecture and Startup Services, for an additional one (1) year period, August 1, 2023 through July 31, 2024, at the same terms and conditions as set forth in the original Agreement, dated August 1, 2022, for a Contract total not to exceed \$1,500,000.00.

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

Angela Holowka

7/14/23

Angela Holowka (Jul 14, 2023 11:41 EDT)

Signature

Date

Angela Holowka

Name (Please Print or Type)

KWM:

Attachments; One (1)

c: Mr. Joshua Palombo
Ms. Rob Winder
Mr. John Conturo
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	United Electric Supply
-------------------------	------------------------

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)	Angela Holowka	Title	Manager, Industrial Automation
Signature	<u>Angela Holowka</u> <small>Angela Holowka (Jul 14, 2023 11:41 EDT)</small>	Date	7/14/23




MUA-EQUIP-34-22-RENEWAL 1 - fillable complete - United

Final Audit Report

2023-07-14

Created:	2023-07-13
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf3oz-EoVNbpWrkW5yAD3hoZPRdKYNCpd

"MUA-EQUIP-34-22-RENEWAL 1 - fillable complete - United" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)
2023-07-13 - 6:28:35 PM GMT- IP address: 108.11.5.202
-  Document emailed to aholowka@unitedelectric.com for signature
2023-07-13 - 6:28:59 PM GMT
-  Email viewed by aholowka@unitedelectric.com
2023-07-14 - 3:19:49 PM GMT- IP address: 104.47.51.126
-  Signer aholowka@unitedelectric.com entered name at signing as Angela Holowka
2023-07-14 - 3:41:56 PM GMT- IP address: 50.235.120.26
-  Document e-signed by Angela Holowka (aholowka@unitedelectric.com)
Signature Date: 2023-07-14 - 3:41:58 PM GMT - Time Source: server- IP address: 50.235.120.26
-  Agreement completed.
2023-07-14 - 3:41:58 PM GMT

Cape May County Municipal Utilities Authority

RESOLUTION NO. 89-23

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WW-13-23 – CAPE MAY, WILDWOOD/LOWER AND OCEAN CITY REGION'S CONTROL SYSTEM SCADA UPGRADE TO SCALFO ELECTRIC, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for Contract WW-13-23 – Cape May, Wildwood/Lower and Ocean City Region's Control System SCADA Upgrade ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received one (1) Bid in accordance with the Advertisement of Bids for the Contract and publicly opened said Bid on July 11, 2023; and,

WHEREAS, the CMCMUA's Purchasing Agent and Wastewater Program Manager have reviewed the Bid submitted by the sole Bidder, Scalfo Electric, Inc., 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 Scalfo Electric, Inc., 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 Financial Officer and Executive Director have concurred with said determination; and,

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Scalfo Electric, Inc., 3539 N. Mill Road, Vineland, NJ 08360 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract WW-13-23 in the total not-to-exceed amount of \$4,998,000.00; and,

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


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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract WW-13-23 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 Scalfo Electric, Inc., at the total contract amount of \$4,998,000.00.
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 WW-13-23 – Cape May, Wildwood/Lower and Ocean City Region’s Control System SCADA Upgrade for a total not-to-exceed amount of \$4,998,000.00 under the line item appropriation or account number(s) 720-0000-751-06-04. 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. 89-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 2nd day of August 2023.

 Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Cape May, Wildwood/Lower, and Ocean City Region's Control System SCADA Upgrade

Purpose and Scope of Contract: The work to be performed under this contract and in accordance with the specifications consist of furnishing all equipment, superintendence, labor, skill, material, and all other items necessary for the removal of the legacy SCADA system and installation of a SCADA system at thirty-three (33) [seventeen (17) within the Wildwood/Lower Region; seven (7) within the Cape May Region; and nine (9) within the Ocean City Region] locations.

PROCUREMENT INFORMATION

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

Contract Number: WW-13-23 **Term of Contract:** Three (3) Years **Option to Renew:** No
 Yes:

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

Liquidated Damages: No
 Yes: \$ 500.00 per day, Basis: Inspection charges

Engineer's Estimate: \$6,200,000.00

Advertisement Date: May 25, 2023 **Opening Date:** July 11, 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: Scalfo Electric, Inc. **Address:** 3539 N. Mill Road
 Vineland, NJ 08360

BUDGET INFORMATION

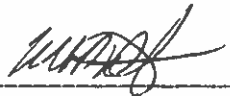

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$4,998,000.00

Contract Spending Previous Contract Year: N/A

 _____ / 07-27-2023 _____ J.P. ^{DM} _____ / 07/20/23
 Kevin W. McGahey, Purchasing Agent Date Joshua Palombo, Wastewater Program Manager Date

 _____ / 7/26/2023 _____  _____ / 07/20/23
 Robert P. Donato, Chief Financial Officer Date Joseph V. Rizzuto, Executive Director Date

WADE, LONG, WOOD & LONG, LLC

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

John A. Moustakas †◊

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

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

July 24, 2023

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

**RE: Cape May, Wildwood/Lower and Ocean City Region's Control System SCADA
Upgrade
WW-13-23**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to the contract for the Cape May, Wildwood/Lower and Ocean City Region's Control System SCADA Upgrade project on behalf of the Cape May County Municipal Utilities Authority ("CMCMA" and/or "Authority"). The CMCMA received one (1) bid for this Contract. The sole bid was received on Tuesday, July 11, 2023 at 2:00 p.m. as follows:

<u>Vendor</u>	<u>Total Amount Bid</u>
1. Scalfo Electric, Inc.	\$4,998,000.00
<u>Engineer's Estimate</u>	<u>\$6,200,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought a contractor to provide administrative and scheduling personnel, as well as providing all labor, superintendence, materials, construction facilities, tools and equipment necessary and required for properly performing the work of the specifications. See Bid Specifications Section 01010(1.01) – Technical Specifications, General Requirements, Summary of Work. The work to be done under the contract consists of the installation of control system equipment at the thirty-three (33) locations

Joseph V. Rizzuto
Executive Director
July 24, 2023
Page 2

**RE: Cape May, Wildwood/Lower and Ocean City Region's Control System SCADA Upgrade
WW-13-23**

within the Wildwood, Cape May and Ocean City Region as identified. See Bid Specifications Section 01010(1.01) – Technical Specifications, General Requirements, Summary of Work.

The apparent low bidder for the above referenced contract was Scalfo Electric, Inc. ("Scalfo"). Upon examination of the bid submitted by Scalfo, it was uncovered that the bidder did not submit Affirmative Action Information within their original bid package. However, the bid specifications provide that Affirmative Action Information be submitted prior to the execution of an agreement. See Bid Specifications Section 00200(23) – General Instructions to Bidders, Mandatory Affirmative Action Certification. As such, all documents submitted by Scalfo complied with the specifications from a legal perspective.

The bid was reviewed from a technical perspective by Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following his review, via correspondence dated July 21, 2023, Mr. Palombo opined that Scalfo's bid meets the technical requirements and thereafter recommended award of the contract to Scalfo.

III. LEGAL ANALYSIS

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

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

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

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth., 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 314 (1994). However, while material conditions contained in

**RE: Cape May, Wildwood/Lower and Ocean City Region's Control System SCADA
Upgrade
WW-13-23**

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);
- 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;"

Joseph V. Rizzuto
Executive Director
July 24, 2023
Page 4

**RE: Cape May, Wildwood/Lower and Ocean City Region's Control System SCADA
Upgrade
WW-13-23**

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

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

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

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

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

As outlined above, there are no apparent defects within the bid submitted by Scalfo. 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. SCALFO ELECTRIC'S, INC.'S BID

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

1. Bidder's Checklist;
2. Bid Bond;
3. Consent of Surety;
4. Power of Attorney;
5. Surety Disclosure Statement and Certification;
6. Surety Financial Statement;
7. Statement of Ownership Disclosure Form;
8. Non-Collusion Affidavit;
9. Bidder's Experience/References;
10. List of Projects;
11. Mandatory Designation of Subcontractors and/or Bidders Own Workforce Form;
12. Electrical Business Permit/License;
13. Proposal;

Joseph V. Rizzuto
Executive Director
July 24, 2023
Page 5

**RE: Cape May, Wildwood/Lower and Ocean City Region's Control System SCADA Upgrade
WW-13-23**

14. Acknowledgment of Receipt of Addenda;
15. Prohibit Russia-Belarus Activities & Iran Investment Activities Form;
16. New Jersey Business Registration Certificate;
17. Certification of Non-Debarment for Federal Government Contracts;
18. Public Work Contractor Registration Act Certificate;
19. IRS Form W-9;
20. Certificate of Liability Insurance.

The bid submitted by Scalfo is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the Contract for WW-13-23 for the Cape May, Wildwood/Lower and Ocean City Region's Control System SCADA Upgrade project on behalf of the Authority be awarded to Scalfo. Please note, Scalfo must supply affirmative action information prior to the execution of the agreement. It is recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract subject to staff concurrence and the availability of funds.

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

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



By: Christopher F. Long, Esquire

cc: Thomas LaRocco, Chief Engineer
Robert Donato, Chief Financial Officer
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. 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

BE IT RESOLVED by the Members of the Cape May County Municipal Utilities Authority (“CMCMUA”/“Authority”) that the following Change Order, recommended by the CMCMUA’s Chief Engineer, regarding Contract WW-15-23 – Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations with MidAtlantic Engineering Partners, Inc. is hereby approved:

A. Change Order No. 1

Net Change in Contract Amount: Decrease total amount by \$83,628.00.

Work Involved: This Change Order represents a decrease in the total Contract Amount to account for bid items and allowance money that was not necessary.

Impact on Contract Schedule: No Change

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 90-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 2nd day of August 2023.

Assistant Corporate Secretary

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

PROJECT INFORMATION


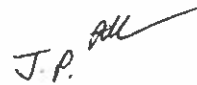

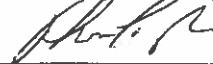
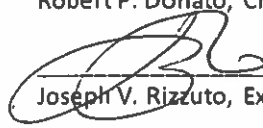
Program: Wastewater Solid Waste Administration
Funding: Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund
Project Name/Contract Number: Ocean Outfall Riser Inspection and Diffuser Replacement at Various Locations (WW-15-23)
Original Purpose and Scope of Contract: The purpose of this Contract is to complete an underwater dive inspection of the Ocean City, Wildwood/Lower and Seven Mile Beach/Middle Regions' ocean outfall diffusers and cleanouts, and perform a minor amount of maintenance on each outfall diffuser section.

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: MidAtlantic Engineering Partners	Address: 2026B Briggs Road Suite 300 Mount Laurel, NJ 08054
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CHANGE ORDER INFORMATION

Change Order Number: Change Order No. 1 (Final Change Order)
Change Order Scope: Decrease the total Contract amount by \$83,628.00 from \$105,685.00 to \$22,057.00.
Change Order Description: The purpose of this Change order is to reconcile the final Contract amount due to unused bid items and allowance money. The Contract included a contingency allowance (Bid Item No. 7) in the amount of \$20,000.00 for unanticipated additional work, which was not used during this project. The Contract also included three (3) "If and Where Directed" line items (Bid Item Nos. 4 - 6) for the installation of diffuser risers at each of the three (3) outfall locations in the event that a diffuser riser was found to be missing during the annual outfall inspection work. However, during MidAtlantic's inspection no diffuser risers were found to be missing and Bid Item Nos. 4 - 6 can therefore be removed in their entirety. All work required under this Contract was completed on-time and a Contract time extension is not required.
Original Contract Value: \$105,685.00
Value of this Change Order: -\$83,628.00
Cumulative Change Order Value, including this Change Order: -\$83,628.00
New Contract Value, including this Change Order: \$22,057.00
Contract Completion Date Prior to this Change Order: July 15, 2023
Time Extension, this Change Order: 0 calendar days
Total Change Order Contract Time Extension: 0 calendar days
Cumulative Change Order % of Original Contract: -79.13%

 _____ Kevin McGahey, Purchasing Agent	<u>107-27-2023</u> Date	 _____ Joshua Palombo, WW Program Manager	<u>1 07/20/23</u> Date
 _____ Robert P. Donato, Chief Financial Officer	<u>7/27/2023</u> Date	 _____ Thomas J. LaRocco, Chief Engineer	<u>7/26/23</u> Date
 _____ Joseph V. Rizzuto, Executive Director	<u>1 07/26/23</u> Date		

CHANGE ORDER

Cape May County MUA Contract WW-15-23 Change Order No. 1

The CONTRACTOR is hereby directed to make the following changes in this contract.

1. SCOPE OF WORK:

This Change Order decreases the total Contract amount by \$83,628.00 from \$105,685.00 to \$22,057.00.

2. REASON FOR THIS CHANGE ORDER:

The purpose of this Change order is to reconcile the final Contract amount due to unused bid items and allowance money. The Contract included a contingency allowance (Bid Item No. 7) in the amount of \$20,000.00 for unanticipated additional work, which was not used during this project. The Contract also included three (3) "If and Where Directed" line items (Bid Item Nos. 4 - 6) for the installation of diffuser risers at each of the three (3) outfall locations in the event that a diffuser riser was found to be missing during the annual outfall inspection work. However, during MidAtlantic's inspection no diffuser risers were found to be missing and Bid Item Nos. 4 - 6 can therefore be removed in their entirety. All work required under this Contract was completed on-time and a Contract time extension is not required.

3. REFERENCES:

Final invoice, dated July 6, 2023, from MidAtlantic Engineering Partners.

4. CONTRACT AMOUNT:

Contract Amount Prior to this Change Order:	\$105,685.00
(Increase) (Decrease) Lump Sum Dollars:	\$- 83,628.00
New Contract Amount Including this Change Order.	<u>\$ 22,057.00</u>

5. CONTRACT TIME:

Contract Completion Date Prior to this Change Order:	<u>July 15, 2023</u>
(Increase) (Decrease) Calendar Days:	<u>No Change</u>
New Contract Completion Date Including this Change Order:	<u>July 15, 2023</u>

This change order constitutes full mutual accord and satisfaction for all costs related directly or indirectly to this change. By acceptance of this change order, the Contractor hereby acknowledges and agrees that the change order represents the total equitable adjustment owed under the Contract, and further agrees to waive all right, without reservation or exception, to file any further claim or request for change arising out of or as a result of this change order or the cumulative impact of changes on the Contract. Except as hereby modified, all terms and conditions of the contract remain unchanged and in full force and effect.

CONTRACTOR/ ADDRESS:
MidAtlantic Engineering Partners
2026B Briggs Road, Suite 300
Mount Laurel, NJ 08054

OWNER/ADDRESS:
Cape May County MUA
1523 Route 9 N.
Cape May Court House, NJ 08210

RECOMMENDED:
Cape May County MUA
1523 Route 9 N.
Cape May Court House, NJ 08210

BY: _____
DATE: _____

BY: _____
DATE: _____

BY: _____
DATE: _____

MidAtlantic Engineering Partners

July 6, 2023

Jessica F. Norkis
Cape May County Municipal Utilities Authority
1523 Route 9
Cape May Courthouse, NJ 08210

INVOICE

INVOICE # CMC-2301-01
*Please include this invoice
number with your payment.*
BILLING THROUGH: 6/30/2023

Reference: Ocean Outfall Inspection

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
CMC-2301: 01 Wildwood Outfall	\$8,625.00	100.00	\$8,625.00	\$0.00	\$8,625.00
CMC-2301: 02 Seven Mile Outfall	\$6,716.00	100.00	\$6,716.00	\$0.00	\$6,716.00
CMC-2301: 03 Ocean City Outfall	\$6,716.00	100.00	\$6,716.00	\$0.00	\$6,716.00
TOTAL	\$22,057.00		\$22,057.00	\$0.00	\$22,057.00

SUBTOTAL \$22,057.00

AMOUNT DUE THIS INVOICE \$22,057.00

This invoice is due on 8/5/2023

Remit Payment to:

MidAtlantic Engineering Partners, LLC
2026B Briggs Rd. Suite 300
Mount Laurel, NJ 08054

AGING SUMMARY

OVER 30	OVER 60	OVER 90
\$0.00	\$0.00	\$0.00

Original Contract Amount	\$105,685.00
First/Final Payment	\$22,057.00
Final Change Order Amount	\$83,628.00

Cape May County Municipal Utilities Authority

RESOLUTION NO. 91-23

RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT CHEM-53-22 WITH KUEHNE CHEMICAL CO., INC. - FURNISH AND DELIVER SODIUM HYPOCHLORITE TO CMCMUA REGIONAL WASTEWATER TREATMENT FACILITIES PURSUANT TO RESOLUTION NO. 103-22

WHEREAS, on August 3, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 103-22 awarding Kuehne Chemical Co., Inc., Contract CHEM-53-22 – Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities ("Contract"); and,

WHEREAS, said Contract contains an option provision which would permit the Authority and Kuehne Chemical Co., Inc. 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 Kuehne Chemical Co., Inc., pursuant to N.J.S.A. 40A:11-15 and, therefore, the Authority wishes to continue the Contract; and,

WHEREAS, compensation to Kuehne Chemical Co., Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the Adjusted Unit Price per Gallon of Sodium Hypochlorite, as contained on the Proposal page of the Bid submitted by Kuehne Chemical Co., Inc. on July 19, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, for a total not-to-exceed amount of \$1,155,000.00; and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract CHEM-53-22 is extended through January 18, 2024.
3. The total not-to-exceed budget of \$1,155,000.00 for this extended 6-month term for all services provided by Kuehne Chemical Co., Inc. under Contract CHEM-53-22 is based upon the Adjusted Unit Price per Gallon of Sodium Hypochlorite, as contained on the Proposal page of the Bid submitted by Kuehne Chemical Co., Inc. on July 19, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, 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 Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities under CHEM-53-22 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 \$1,155,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **91-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Sodium Hypochlorite to CCMUA Regional Wastewater Treatment Facilities
Purpose and Scope of Contract: This contract covers the supply and delivery of fifteen percent (15%) sodium hypochlorite solution (NaOCI) to the Ocean City Regional Wastewater Treatment Facility, the Cape May Regional Wastewater Treatment Facility, the Seven Mile Beach/Middle Regional Wastewater Treatment Facility, the Wildwood/Lower Regional Wastewater Treatment Facility and various pump stations throughout the County. This sodium hypochlorite solution will be used for disinfection and odor control purposes.

PROCUREMENT INFORMATION

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

Contract Number: CHEM-53-22 **Term of Contract:** Six (6) Months **Option to Renew:** No
 Yes: contains two (2), six (6) month renewal options

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

Liquidated Damages: No Yes:

Engineer's Estimate: \$1,000,000.00

Advertisement Date: July 1, 2022

Opening Date: July 19, 2022

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

Recommendation: Award
 Exercise six (6) month option to renew under original Contract Terms and Conditions,
Option Dates: August 19, 2023 through January 18, 2024; Options to Renew remaining: 0
 Reject, Basis:

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Kuehne Chemical Co., Inc.

Address: 86 North Hackensack Avenue
Kearny, NJ 07032

BUDGET INFORMATION




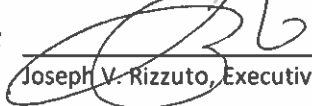
Program: Wastewater Solid Waste Administration

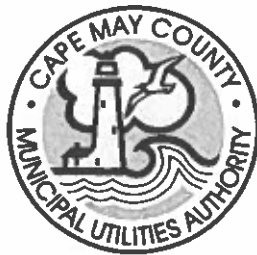
Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$1,155,000.00

Contract Spending Previous Contract Year: \$659,109.56

 Kevin W. McGahey, Purchasing Agent	07-27-2023 Date	 Joshua Palombo, Wastewater Program Manager	07/20/23 Date
 Robert P. Donato, Chief Financial Officer	7/27/2023 Date	 Joseph V. Rizzuto, Executive Director	07/20/23 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: June 28, 2023

Ms. Susan Anthony
KUEHNE CHEMICAL CO., INC.
86 North Hackensack Avenue
Kearny, NJ 07032

RE: Contract CHEM-53-22 - Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities
RENEWAL 2 of Two (2) Six (6) Month Renewal Options

Dear Ms. Anthony,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend our agreement for Contract CHEM-53-22 for an additional six (6) month period. The adjustments agreed to for this RENEWAL option is 5.5%. The RENEWAL 1 contract agreement is attached for your use and reference.

If in concurrence of same, Kuehne Chemical Co., Inc. will Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities, for an additional six (6) month period, August 19, 2023 through January 18, 2024, at the same terms and conditions as set forth in the original Agreement, dated August 19, 2022, for a Contract amount of: \$1.925 per gallon for a Contract Total not to exceed \$1,155,000.00.

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

In addition the performance bond and payment bond will need to be updated to the new contract amount of \$1,155,000.00.1

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

Susan K. Anthony

Susan K. Anthony (Jul 13, 2023 13:42 EDT)

7/13/23

Signature

Date

Susan K. Anthony

Name (Please Print or Type)

KWM:

Attachments; One (1)

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

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

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	Kuehne Chemical Co. Inc.
-------------------------	--------------------------

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

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.

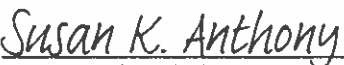
**To be completed, signed and submitted
Prior to Award, or Sooner**

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)	Susan K. Anthony	Title	Sales Administrator
Signature	 Susan K. Anthony (Jul 13, 2023 13:42 EDT)		Date 7/13/23








CHEM-53-22-RENEWAL 2 - Kuehne - fillable complete

Final Audit Report

2023-07-13

Created:	2023-06-28
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPou57kL44bPJy5BpKvJkdHfX_URGDliN

"CHEM-53-22-RENEWAL 2 - Kuehne - fillable complete" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)
2023-06-28 - 5:16:02 PM GMT- IP address: 108.11.5.202
-  Document emailed to santhony@kuehnecompany.com for signature
2023-06-28 - 5:17:40 PM GMT
-  Email viewed by santhony@kuehnecompany.com
2023-07-13 - 5:25:58 PM GMT- IP address: 54.74.189.134
-  New document URL requested by santhony@kuehnecompany.com
2023-07-13 - 5:26:09 PM GMT- IP address: 20.51.210.127
-  Signer santhony@kuehnecompany.com entered name at signing as Susan K. Anthony
2023-07-13 - 5:42:37 PM GMT- IP address: 20.51.210.127
-  Document e-signed by Susan K. Anthony (santhony@kuehnecompany.com)
Signature Date: 2023-07-13 - 5:42:39 PM GMT - Time Source: server- IP address: 20.51.210.127
-  Agreement completed.
2023-07-13 - 5:42:39 PM GMT

Cape May County Municipal Utilities Authority

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

WHEREAS, on August 3, 2022, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 104-22 awarding Kemira Water Solutions, Inc., Contract CHEM-54-22 – Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities ("Contract"); and,

WHEREAS, said Contract contains an option provision which would permit the Authority and Kemira Water Solutions, Inc. 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 Kemira Water Solutions, Inc. pursuant to N.J.S.A. 40A:11-15 and, therefore, the Authority wishes to continue the Contract;

WHEREAS, compensation to Kemira Water Solutions, Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the Adjusted Unit Price per Pound of Liquid Ferric Chloride, as contained on the Proposal page of the Bid submitted by Kemira Water Solutions, Inc., on July 19, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, for a total not-to-exceed amount of \$257,250.00; and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract CHEM-54-22 is extended through January 22, 2024.
3. The total not-to-exceed budget of \$257,250.00 for this extended 6-month term for all services provided by Kemira Water Solutions, Inc. under Contract CHEM-54-22 is based upon the Adjusted Unit Price per Pound of Liquid Ferric Chloride, as contained on the Proposal page of the Bid submitted by Kemira Water Solutions, Inc., on July 19, 2022 for said Contract, as adjusted pursuant to N.J.S.A. 40A:11-15, 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 Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities under CHEM-54-22 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 \$257,250.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. **92-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities
Purpose and Scope of Contract: This contract covers the supply and delivery approximately 750,000 pounds (dry basis as FeCl3) of liquid ferric chloride to various CMCMUA Regional Wastewater Treatment Facilities. The liquid ferric chloride will be used as a wastewater flocculent prior to the primary clarifiers and to oxidize hydrogen sulfide in gravity sewers and sludge storage tanks.

PROCUREMENT INFORMATION

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

Contract Number: CHEM-54-22 **Term of Contract:** Six (6) Months **Option to Renew:** No Yes: contains two (2), six (6) month renewal options

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

Liquidated Damages: No Yes:

Engineer's Estimate: \$300,000.00

Advertisement Date: July 1, 2022 **Opening Date:** July 19, 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 23, 2023 through January 22, 2024; Options to Renew remaining: 0 Reject, Basis:

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Kemira Water Solutions, Inc. **Address:** 4321 W. 6th Street
Lawrence, KS 66049


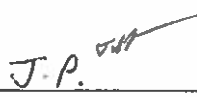
BUDGET INFORMATION

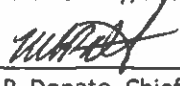
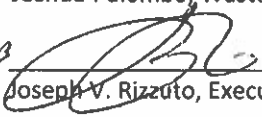
Program: Wastewater Solid Waste Administration

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

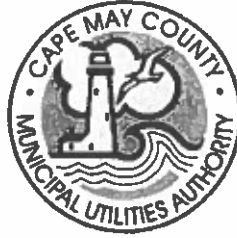
Contract Value, Not-To-Exceed: \$257,250.00

Contract Spending Previous Contract Year: \$85,832.81

 10-7-27-2023  07/20/23
Kevin W. McGahey, Purchasing Agent Date Joshua Palombo, Wastewater Program Manager Date

 7/27/2023  07/20/23
Robert P. Donato, Chief Financial Officer Date Joseph V. Rizzuto, Executive Director Date

Joseph V. Rizzuto, Executive Director



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

Cape May County Municipal Utilities Authority

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

Date: July 14, 2023

Ms. Christina M. Imbrogno
KEMIRA WATER SOLUTIONS, INC.
4321 W. 6th Street
Lawrence, KS 66049

RE: Contract CHEM-54-22
Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities
RENEWAL 2 of Two (2) Six (6) Month Renewal Options

Dear Ms. Imbrogno :,

The Cape May County Municipal Utilities Authority (CMCMUA) would like to exercise the option to extend our agreement for Contract CHEM-54-22 for an additional six (6) month period. The RENEWAL 1 contract agreement is attached for your use and reference.

If in concurrence of same, Kemira Water Solutions, Inc. will Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities, for an additional six (6) month period, August 23, 2023 through January 22, 2024, at the same terms and conditions as set forth in the original Agreement, dated August 19, 2022, for an adjusted Contract amount of: \$0.686 (line 4) per pound for a Contract Total not to exceed \$257,250.00.

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

In addition the performance bond and payment bond will need to be updated to the new contract amount of \$257,250.00.00.

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

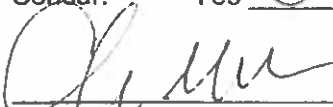
Regards,

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY



Kevin W. McGahey, QPA
Purchasing Agent

Concur: Yes No


Signature

7/18/23
Date

Christina Imbrogno
Name (Please Print or Type)

KWM:

Attachments; One (1)

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

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

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

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)	Christina Imbrogno	Title	Commercial Support Manager
Signature		Date	7/18/23

Cape May County Municipal Utilities Authority

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.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for SLF-24-23 – Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill ("Contract", Parts A through D) and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received four (4) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on June 27, 2023; and,

WHEREAS, the Authority's Purchasing Agent and Solid Waste Program Manager have reviewed the Bid submitted by the apparent low Bidder for Part A, MV Technologies, LLC., 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 for said Contract by MV Technologies, LLC., and has opined, after researching the applicable law, that their Bid complies with the Bid Specifications for Part A of said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that MV Technologies, LLC., 370 Interlocken Blvd., Suite 680, Broomfield, CO 80021 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SLF-24-23 Part A in the total not-to-exceed amount of \$348,000.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Part A of Contract SLF-24-23 is hereby awarded to MV Technologies, LLC. for a total not-to-exceed amount of \$348,000.00.
3. The term of this Contract is one (1) year from execution of the Contract by all parties, with an option to renew for two (2), one (1) year renewal periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill under Contract SLF-24-23 Part A 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 Contract SLF-24-23 Part A shall not exceed \$348,000.00. Total expenditures under Contract SLF-24-23 Part A, Part B, Part C and Part D shall not exceed \$625,000.

	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. **93-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Hydrogen Sulfide Removal Media to the CCMUA Secure Sanitary Landfill
Purpose and Scope of Contract: The purpose and scope of this Contract is to secure a vendor who will provide, on an as needed basis, Hydrogen Sulfide Removal Media to replace spent media in the existing seven (7) sulfur scrubber tanks at the sanitary landfill complex. The media is used to remove hydrogen sulfide from the landfill gas to increase the quality of the gas which is sold as fuel to the Woodbine Development Center and used as fuel for the electrical generating engines. Four (4) separate contracts will be awarded: Part A: media manufactured with woodchips as the media substrate (iron sponge); Part B: media manufactured with clay particles as the media substrate; Part C: media manufactured with a hygroscopic inert base as the media substrate; and Part D: media manufactured with lignite-based coal as the media substrate (activated carbon).

PROCUREMENT INFORMATION

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

Contract Number: SLF-24-23 **Term of Contract:** One (1) year **Option to Renew:** No Yes: Two (2) – One (1) year renewal options
Part A – Filter media with Woodchips as the substrate

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: Part A: \$625,000 Part B: \$625,000 Part C: \$625,000 Part D: \$625,000
Total purchases will not exceed \$625,000 for all parts combined.

Advertisement Date: June 6, 2023 **Opening Date:** June 27, 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: MV Technologies, LLC. **Address:** 370 Interlocken Blvd.
Suite 680
Broomfield, CO 80021


BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$348,000.00

Contract Spending Previous Contract Year: \$175,560.00


Kevin W. McGahey, Purchasing Agent

07-27-2023
Date


John R. Conturo, Solid Waste Program Manager

7/27/23
Date


Robert P. Donato, Chief Financial Officer

7/27/2023
Date


Joseph V. Rizzuto, Executive Director

07/20/23
Date

ENGINEER'S ESTIMATE	OPENING DATE
\$625,000.00	Tuesday June 27, 2023 @ 2:00 P.M.
CONTRACT NUMBER AND TITLE	
SLF-24-23 Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill	

PART	DESCRIPTION	ESTIMATED QUANTITY	MV Technologies, LLC		Nichem Co.		Norit Americas, Inc.		Clear Technologies, LLC	
			UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
A	FURNISH & DELIVER BULK BAGS OF FILTER MEDIA WITH WOODCHIP AS SUBSTRATE	300	1,060.00	318,000.00	1,200.00	360,000.00	NO BID	NO BID	NO BID	NO BID
A	ALLOWANCE FOR MISCELLANEOUS MATERIALS (AS SET BY THE AUTHORITY \$30,000.00)	1		30,000.00		30,000.00	NO BID	NO BID	NO BID	NO BID
A	Total Amount Bid Part A			348,000.00		390,000.00	NO BID	NO BID	NO BID	NO BID
B	FURNISH & DELIVER BULK BAGS OF FILTER MEDIA WITH CLAY PARTICLES AS SUBSTRATE	300		NO BID	1,970.00	591,000.00	NO BID	NO BID	NO BID	NO BID
B	ALLOWANCE FOR MISCELLANEOUS MATERIALS (AS SET BY THE AUTHORITY \$30,000.00)	1		NO BID		30,000.00	NO BID	NO BID	NO BID	NO BID
B	Total Amount Bid Part B			NO BID		621,000.00	NO BID	NO BID	NO BID	NO BID
C	FURNISH & DELIVER BULK BAGS OF FILTER MEDIA WITH HYDROSCOPIC INERT BASE AS SUBSTRATE	300	1,887.00	566,100.00	1,740.00	522,000.00	NO BID	NO BID	1,810.00	543,000.00
C	ALLOWANCE FOR MISCELLANEOUS MATERIALS (AS SET BY THE AUTHORITY \$30,000.00)	1		30,000.00		30,000.00	NO BID	NO BID		30,000.00
C	Total Amount Bid Part C			596,100.00		552,000.00	NO BID	NO BID		573,000.00
D	FURNISH & DELIVER BULK BAGS OF FILTER MEDIA WITH LIGNITE-BASED COAL AS SUBSTRATE	300		NO BID		NO BID	1,970.00	591,000.00	NO BID	NO BID
D	ALLOWANCE FOR MISCELLANEOUS MATERIALS (AS SET BY THE AUTHORITY \$30,000.00)	1		NO BID		NO BID		30,000.00	NO BID	NO BID
D	Total Amount Bid Part D			NO BID		NO BID		621,000.00	NO BID	NO BID
	BIDDER'S CHECKLIST	Required	Provided		Provided		Provided		Provided	
	STATEMENT OF OWNERSHIP DISCLOSURE	x	yes		yes		yes		yes	
	NON-COLLUSION AFFIDAVIT	x	yes		yes		yes		yes	
	PROPOSAL FORM(S)	x	yes		yes		yes		yes	
	ADDENDA ACKNOWLEDGEMENT	x	yes		yes		yes		yes	
	CHECKLIST - DOCUMENT A		yes		yes		no		yes	
	NJ BUSINESS REGISTRATION CERTIFICATE		yes	valid	yes	valid	yes	valid	yes	valid
	PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES		yes	clear search	yes	clear search	yes	clear search	yes	clear search
	IRS FORM W-9		yes		yes		yes		yes	
	CHECKLIST - DOCUMENT B		no		no		no		no	
	MANDATORY AFFIRMATIVE ACTION		no		no		no		no	
	INSURANCE CERTIFICATE(S)		no		yes	C/MCMUA named with endorsements	no		no	

WADE, LONG, WOOD & LONG, LLC

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

John A. Moustakas †◇

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

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

July 6, 2023

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

RE: Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill
SLF-24-23

Dear Mr. Rizzuto:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submissions with respect to the Contract to Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill on behalf of the Cape May County Municipal Utilities Authority's ("CMCMUA" and/or "Authority"). The CMCMUA received four (4) bids for the various Parts of the Contract. The bids were submitted on Tuesday, June 27, 2023 at 2:00 p.m. as follows:

Part A: Furnish & Deliver Bulk Bags of Filter Media with Woodchip as Substrate

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. MV Technologies, LLC.	\$348,000.00
2. Nichem Co.	\$390,000.00

Part B: Furnish & Deliver Bulk Bags of Filter Media with Clay Particles as Substrate

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. Nichem Co.	\$621,000.00

Part C: Furnish & Deliver Bulk Bags of Filter Media with Hydroscopic Inert Base as Substrate

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. Nichem Co.	\$552,000.00

Joseph V. Rizzuto
Executive Director
July 6, 2023
Page 2

**RE: Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill
SLF-24-23**

2. Clear Technologies, LLC	\$573,000.00
3. MV Technologies, LLC	\$596,100.00

Part D: Furnish & Deliver Bulk Bags of Filter Media with Lignite-Based Coal as Substrate

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. Norit Americas, Inc.	\$621,000.00

II. FACTUAL ANALYSIS

The bid specifications sought bids to secure a vendor that will provide the Authority, on an as needed basis, Hydrogen Sulfide Removal Media to replace spent media in the existing seven (7) scrubber vessels. Section IV(1) – Technical Specifications, Scope of Project. The media is used to remove hydrogen sulfide from the landfill gas (LFG) collected at the Gas Management Area of the Sanitary Landfill to increase the quality of the gas which is used as fuel at various locations. Section IV(1) – Technical Specifications, Scope of Project.

The specifications provide that the Authority intends to award four (4) separate contracts: one SLF-24-23A will be awarded for hydrogen sulfide removal media manufactured with wood chips as the media substrate, also known as iron sponge; one SLF-24-23B will be awarded for media manufactured with clay particles as the media substrate; one SLF-24-23C will be awarded for media manufactured with a hygroscopic inert base as the media substrate; and one SLF-24-23D will be awarded for media manufactured with lignite-based coal as the media substrate, also known as activated carbon. Section IV(1) – Technical Specifications, Scope of Project. The specifications make clear that the total quantities listed in the bid proposal are estimates and are not guaranteed as to the actual quantities that may be ordered. Section IV(3) – Technical Specifications, Quantities & Pricing.

The apparent low bid for Part A was submitted by MV Technologies, LLC (“MV Technologies”). Upon review of the bid submitted by MV Technologies, it was uncovered that the bidder did not submit affirmative action information or insurance information within the original bid package. However, the bid specifications provide that the affirmative action information and insurance information must be submitted after notification of award, but prior to the execution of the agreement. Section III(XI), General Instructions to Bidders, Affirmative Action Certification; Section III, Specific Instructions to Bidders, Insurance Requirements. As such, the fact that MV Technologies did not submit affirmative action information or insurance information within their original bid package is not a defect within the bid. All other documents were properly submitted by MV Technologies from a legal perspective and contained no defects.

The bid submitted by MV Technologies was reviewed from a technical perspective by Mr. John Conturo, Solid Waste Program Manager on behalf of the Authority. Following review of MV Technologies’ bid, Mr. Conturo opined that the bid submitted complied with the specifications from a technical perspective and thereafter recommended the award Part A to MV Technologies.

The apparent low bid for Part B and Part C was submitted by Nichem Co. (“Nichem”). Upon review of the bid submitted by Nichem, it was uncovered that the bidder did not submit affirmative action

Joseph V. Rizzuto
Executive Director
July 6, 2023
Page 3

**RE: Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill
SLF-24-23**

information within the original bid package. However, as outlined above, the bid specifications provide that the affirmative action information must be submitted after notification of award, but prior to the execution of the agreement. Section III(XI), General Instructions to Bidders, Affirmative Action Certification. As such, the fact that Nichem did not submit affirmative action information within their original bid package is not a defect within the bid. All other documents were properly submitted by Nichem from a legal perspective and contained no defects.

The bid submitted by Nichem was reviewed from a technical perspective by Mr. John Conturo, Solid Waste Program Manager on behalf of the Authority. Following review of Nichem's bid, Mr. Conturo opined that the bid submitted complied with the specifications from a technical perspective and thereafter recommended the award Part B and Part C to Nichem.

The apparent low bid for Part D was submitted by Norit Americas, Inc. ("Norit"). Upon review of the bid submitted by Norit, it was uncovered that the bidder did not submit a Business Registration Certificate, Prohibited Russia-Belarus Activities & Iran Investment Activities Form, IRS Form W-9, affirmative action information, and insurance information. However, the bid specifications provide that the Business Registration Certificate, Prohibited Russia-Belarus Activities & Iran Investment Activities Form and IRS Form W-9 must be submitted prior to the award of the contract. Section III(XI), General Instructions to Bidders, Proof of New Jersey Business Registration Certificate; Section III(XI), General Instructions to Bidders, Prohibited Russia-Belarus Activities & Iran Investment Activities; Section III(XI), General Instructions to Bidders, Request for Taxpayer Identification Number and Certification (IRS Form W-9).

Additionally, as outlined above, the bid specifications provide that the affirmative action information and insurance information must be submitted after notification of award, but prior to the execution of the agreement. Section III(XI), General Instructions to Bidders, Affirmative Action Certification; Section III, Specific Instructions to Bidders, Insurance Requirements. As such, the fact that Norit did not submit Business Registration Certificate, Prohibited Russia-Belarus Activities & Iran Investment Activities Form, IRS Form W-9, affirmative action information, and insurance information within their original bid package is not a defect within the bid. All other documents were properly submitted by Norit from a legal perspective and contained no defects.

The bid submitted by Norit was reviewed from a technical perspective by Mr. John Conturo, Solid Waste Program Manager on behalf of the Authority. Following review of Norit's bid, Mr. Conturo opined that the bid submitted complied with the specifications from a technical perspective and thereafter recommended the award Part D to Norit.

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).

Joseph V. Rizzuto
Executive Director
July 6, 2023
Page 4

**RE: Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill
SLF-24-23**

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

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

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

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

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

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

**RE: Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill
SLF-24-23**

“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;
- e. The purposes or provisions or both of (the LPCL) are being violated;

**RE: Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill
SLF-24-23**

f. The governing body of the contracting unit decides to use the State authorized contract..."

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

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

A. Part A: Furnish & Deliver Bulk Bags of Filter Media with Woodchip as Substrate

The Authority received two (2) bids for this part of the contract. The apparent low bid was submitted by MV Technologies. As outlined above, the bidder complied with the specifications from a legal perspective and no apparent defects were uncovered within their bid.

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Bid Proposal Form;
4. Acknowledgment of Receipt of Addenda;
5. New Jersey Business Registration Certificate;
6. Prohibited Russia-Belarus Activities & Iran Investment Activities Form;
7. IRS Form W-9.

The bid submitted by MV Technologies is in the appropriate form for Part A. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for SLF-24-23A be awarded to MV Technologies.

B. Part B: Furnish & Deliver Bulk Bags of Filter Media with Clay Particles as Substrate

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

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Bid Proposal Form;
5. Acknowledgment of Receipt of Addenda;
6. Prohibited Russia-Belarus Activities & Iran Investment Activities Form;
7. New Jersey Business Registration Certificate;

**RE: Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill
SLF-24-23**

8. IRS Form W-9.
9. Certificate of Liability Insurance.

The bid submitted by Nichem is in the appropriate form for Part B. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for SLF-24-23B be awarded to Nichem.

C. Part C: Furnish & Deliver Bulk Bags of Filter Media with Hydrosopic Inert Base as Substrate

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

The bid submitted by Nichem is in the appropriate form for Part C. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for SLF-24-23C be awarded to Nichem.

. D. Part D: Furnish & Deliver Bulk Bags of Filter Media with Lignite-Based Coal as Substrate

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

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

1. Cover Letter;
2. Bidder's Checklist;
3. Statement of Ownership Disclosure;
4. Non-Collusion Affidavit;
5. Bid Proposal Form;
6. Acknowledgment of Receipt of Addenda;
7. Customer References;
8. Product Information.

The bid submitted by Norit is in the appropriate form for Part D. As such, subject to the availability of funds, and staff concurrence, it is recommended that the Contract for SLF-24-23D be awarded to Norit.

IV. CONCLUSION

After researching the applicable law, reviewing the contract specifications and reviewing the response submitted for all Parts with respect to the bid submission for the Contract to Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill, it is my legal opinion that the lowest responsible bidder for Part A is MV Technologies, Part B is Nichem., Part C is Nichem, and Part D is Norit. It is further recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding the contracts as outlined above, subject to staff concurrence and the availability of funds. If you have any questions or require

Joseph V. Rizzuto
Executive Director
July 6, 2023
Page 8

**RE: Furnish and Deliver Hydrogen Sulfide Removal Media to the Sanitary Landfill
SLF-24-23**

any further clarification, please do not hesitate to contact me.

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

Christopher F. Long

Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 94-23

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SLF-24-23 (PARTS B AND C) – FURNISH AND DELIVER HYDROGEN SULFIDE REMOVAL MEDIA TO THE CMCMUA SECURE SANITARY LANDFILL TO NICHEM CO.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for SLF-24-23 – Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill ("Contract", Parts A through D) and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received four (4) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on June 27, 2023; and,

WHEREAS, the Authority's Purchasing Agent and Solid Waste Program Manager have reviewed the Bid submitted by the sole Bidder for Part B and the apparent low Bidder for Part C, Nichem Co., 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 for said Contract by Nichem Co., and has opined, after researching the applicable law, that their Bid complies with the Bid Specifications for Parts B and C of said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Nichem Co., 750 Frelinghuysen Avenue, Newark, NJ 07114 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SLF-24-23 Parts B and C in the total not-to-exceed amount of \$621,000.00 for Part B and \$552,000.00 for Part C; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Part B of Contract SLF-24-23 is hereby awarded to Nichem Co. for a total not-to-exceed amount of \$621,000.00.
3. Part C of Contract SLF-24-23 is hereby awarded to Nichem Co. for a total not-to-exceed amount of \$552,000.00.
4. The term of this Contract is one (1) year from execution of the Contract by all parties, with an option to renew for two (2), one (1) year renewal periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
5. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill under Contract SLF-24-23 Parts B and C 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 Contract SLF-24-23 Part B shall not exceed \$621,000.00 and total expenditures under Contract SLF-24-23 Part C shall not exceed \$552,000. Total expenditures under Contract SLF-24-23 Part A, Part B, Part C and Part D shall not exceed \$625,000.

	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. **94-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Hydrogen Sulfide Removal Media to the CCMUA Secure Sanitary Landfill
Purpose and Scope of Contract: The purpose and scope of this Contract is to secure a vendor who will provide, on an as needed basis, Hydrogen Sulfide Removal Media to replace spent media in the existing seven (7) sulfur scrubber tanks at the sanitary landfill complex. The media is used to remove hydrogen sulfide from the landfill gas to increase the quality of the gas which is sold as fuel to the Woodbine Development Center and used as fuel for the electrical generating engines. Four (4) separate contracts will be awarded: Part A: media manufactured with woodchips as the media substrate (iron sponge); Part B: media manufactured with clay particles as the media substrate; Part C: media manufactured with a hygroscopic inert base as the media substrate; and Part D: media manufactured with lignite-based coal as the media substrate (activated carbon).

PROCUREMENT INFORMATION

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

Contract Number: SLF-24-23
 Part B - Filter Media with Clay Particles as the substrate
 Part C - Filter Media with Hygroscopic Inert Base as the substrate

Term of Contract: One (1) year
Option to Renew: No Yes: Two (2), One (1) year renewal options

Bid Guarantee: No Yes
Consent of Surety: No Yes

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: Part A: \$625,000 Part B: \$625,000 Part C: \$625,000 Part D: \$625,000
 Total purchases will not exceed \$625,000 for all parts combined.

Advertisement Date: June 6, 2023 **Opening Date:** June 27, 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: Nichem Co. **Address:** 750 Frelinghuysen Avenue
 Newark, NJ 07114





BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: Part B: \$621,000.00; Part C: \$552,000.00

Contract Spending Previous Contract Year: Part B: \$0, Part C: \$75,936.00

 _____ Kevin W. McGahey, Purchasing Agent	07-23-2023 _____ Date	 _____ John R. Conturo, Solid Waste Program Manager	7/20/23 _____ Date
 _____ Robert P. Donato, Chief Financial Officer	7/27/2023 _____ Date	 _____ Joseph V. Rizzuto, Executive Director	07/20/23 _____ Date

Cape May County Municipal Utilities Authority

RESOLUTION NO. 95-23

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SLF-24-23 (PART D) – FURNISH AND DELIVER HYDROGEN SULFIDE REMOVAL MEDIA TO THE CMCMUA SECURE SANITARY LANDFILL TO NORIT AMERICAS INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for SLF-24-23 – Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill ("Contract", Parts A through D) and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received four (4) Bids in accordance with the Advertisement for Bids for the Contract and publicly opened said Bids on June 27, 2023; and,

WHEREAS, the Authority's Purchasing Agent and Solid Waste Program Manager have reviewed the Bid submitted by the sole Bidder for Part D, Norit Americas Inc., 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 for said Contract by Norit Americas Inc., and has opined, after researching the applicable law, that their Bid complies with the Bid Specifications for Part D of said Contract; and,

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Norit Americas Inc., 3200 University Avenue, Marshall, TX 75670 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SLF-24-23 Part D in the total not-to-exceed amount of \$621,000.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Part D of Contract SLF-24-23 is hereby awarded to Norit Americas Inc. for a total not-to-exceed amount of \$621,000.00.
3. The term of this Contract is one (1) year from execution of the Contract by all parties, with an option to renew for two (2), one (1) year renewal periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver Hydrogen Sulfide Removal Media to the CMCMUA Secure Sanitary Landfill under Contract SLF-24-23 Part D shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under Contract SLF-24-23 Part D shall not exceed \$621,000.00. Total expenditures under Contract SLF-24-23 Part A, Part B, Part C and Part D shall not exceed \$625,000.

	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. **95-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

 Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver Hydrogen Sulfide Removal Media to the CCMUA Secure Sanitary Landfill
Purpose and Scope of Contract: The purpose and scope of this Contract is to secure a vendor who will provide, on an as needed basis, Hydrogen Sulfide Removal Media to replace spent media in the existing seven (7) sulfur scrubber tanks at the sanitary landfill complex. The media is used to remove hydrogen sulfide from the landfill gas to increase the quality of the gas which is sold as fuel to the Woodbine Development Center and used as fuel for the electrical generating engines. Four (4) separate contracts will be awarded: Part A: media manufactured with woodchips as the media substrate (iron sponge); Part B: media manufactured with clay particles as the media substrate; Part C: media manufactured with a hygroscopic inert base as the media substrate; and Part D: media manufactured with lignite-based coal as the media substrate (activated carbon).

PROCUREMENT INFORMATION

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

Contract Number: SLF-23-24 **Term of Contract:** One (1) year **Option to Renew:** No Yes: Two (2) – One (1) year renewal options
 Part D – Filter media with Lignite-based Coal as the substrate

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: Part A: \$625,000 Part B: \$625,000 Part C: \$625,000 Part D: \$625,000
 Total purchases will not exceed \$625,000 for all parts combined.

Advertisement Date: June 6, 2023 **Opening Date:** June 27, 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: Norit Americas Inc. **Address:** 3200 University Avenue
 Marshall, TX 75670




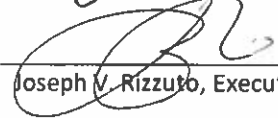
BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$621,000.00

Contract Spending Previous Contract Year: \$0

 Kevin W. McGahey, Purchasing Agent	07-27-2023 Date	 John R. Conturo, Solid Waste Program Manager	7/27/23 Date
 Robert P. Donato, Chief Financial Officer	7/27/2023 Date	 Joseph V. Rizzuto, Executive Director	07/20/23 Date

Cape May County Municipal Utilities Authority

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 TO ADVANCE TIRE, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for 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 ("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 13, 2023; and,

WHEREAS, the CMCMUA's Purchasing Agent and Solid Waste Program Manager have reviewed the Bid submitted by the sole bidder, Advance Tire, Inc., 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 CMCMUA's Chief Financial Officer and Executive Director have concurred with said determination; and,

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Advance Tire, Inc., 1000 Rike Drive, Millstone, NJ 08535, is the lowest responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SW-EQUIP-28-23 for a total not-to-exceed amount of \$21,560.00.

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

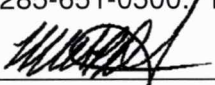
NOW, THEREFORE BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SW-EQUIP-28-23 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 Advance Tire, Inc., at the total not-to-exceed amount of \$21,560.00.
3. The term of this Contract is one (1) year from the date of execution of the Contract or upon furnishing, delivery, and install of the four (4) tires, whichever occurs first.
4. The CMCMUA'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 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 for a total not-to-exceed amount of \$21,560.00 under the line item appropriation or account number(s) 300-2285-651-0500. 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. **96-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish, Deliver and Install Four (4) New 23.5R25 Soft Riding Solid Rubber Tires on One (1) Front End Loader at the Transfer Station

Purpose and Scope of Contract: The purpose and scope of this contract is to secure a vendor who will furnish, deliver and install four (4) new 23.5R25 soft riding solid rubber tires on a John Deere 644K Front End Loader utilized at the Solid Waste Transfer Station.

PROCUREMENT INFORMATION

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

Contract Number: SW-EQUIP-28-23 **Term of Contract:** One (1) Year **Option to Renew:** No Yes: contains

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$28,000.00

Advertisement Date: June 20, 2023 **Opening Date:** July 13, 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: Advance Tire, Inc. **Address:** 1000 Rike Drive
 Millstone, NJ 08535

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$21,560.00

Contract Spending Previous Contract Year: \$43,160.00 (price for eight (8) tires)


 _____ / 07-27-2023
 Kevin W. McGahey, Purchasing Agent Date


 _____ / 7/27/23
 John Conturo, Solid Waste Program Manager Date


 _____ / 7/27/2023
 Robert P. Donato, Chief Financial Officer Date


 _____ / 07/27/23
 Joseph V. Rizzuto, Executive Director Date

Cape May County Municipal Utilities Authority

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

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") had published an Advertisement for Bids for SW-EQUIP-29-23 – Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Caterpillar Heavy Equipment ("Contract") and furnished detailed Bid Specifications for said Contract to potential Bidders; and,

WHEREAS, the Authority received one (1) Bid in accordance with the Advertisement for Bids for the Contract and publicly opened said Bid on July 6, 2023; and,

WHEREAS, the CMCMUA's Purchasing Agent and Solid Waste Program Manager have reviewed the Bid submitted by the sole Bidder, Foley, Incorporated, 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 CMCMUA's Chief Financial Officer and Executive Director have concurred with said determination; and,

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Foley, Incorporated, 855 Centennial Avenue, Piscataway, NJ 08854, is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SW-EQUIP-29-23 in the total not-to-exceed amount of \$79,920.00.

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SW-EQUIP-29-23 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 Foley, Incorporated, at the total not-to-exceed amount of \$79,920.00.
3. The term of this Contract is one (1) year from execution of the Contract or when expenditures reach the awarded contract amount.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Caterpillar Heavy Equipment under Contract SW-EQUIP-29-23 shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$79,920.00.

	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. **97-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CONTRACT FACT SHEET

PROJECT INFORMATION

Project Name: Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Caterpillar Heavy Equipment

Purpose and Scope of Contract: The purpose and scope of this contract is to secure a vendor who will provide, on an "as needed" basis, various new and unused original equipment manufacturer's replacement and remanufactured parts and repair services for Heavy Equipment manufactured by Caterpillar, Inc.

PROCUREMENT INFORMATION

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

Contract Number: SW-EQUIP-29-23 **Term of Contract:** One (1) Year **Option to Renew:** No
 Yes: Two (2) – One (1) year renewal options

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

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: \$80,000.00

Advertisement Date: June 15, 2023 **Opening Date:** July 6, 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: Foley, Incorporated **Address:** 855 Centennial Avenue
Piscataway, NJ 08854

BUDGET INFORMATION


Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$79,920.00

Contract Spending Previous Contract Year: N/A

 _____ 107-27-2023 _____ 7/27/23
Kevin W. McGahey, Purchasing Agent Date John Corrado, Solid Waste Program Manager Date

 _____ 107/27/2023 _____ 07/26/23
Robert P. Donato, Chief Financial Officer Date Joseph V. Rizzuto, Executive Director Date

Cape May County Municipal Utilities Authority

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.

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

WHEREAS, the Authority received one (1) Bid in accordance with the Advertisement of Bids for the Contract and publicly opened said Bid on July 20, 2023; and,

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

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Hoffman International, Inc., 300 South Randolphville Road, Piscataway, NJ 08854 is a responsible Bidder, having submitted a responsive Bid in accordance with the Advertisement for Bids and Bid Specifications for Contract SW-EQUIP-23-23-REBID in the total not-to-exceed amount of \$63,800.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SW-EQUIP-23-23-REBID identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Hoffman International, Inc., at the total not-to-exceed amount of \$63,800.00.
3. The term of this Contract is one (1) year from execution of the Agreement by the Authority, with an option to renew for two (2) additional one (1) year periods, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The CMCMUA's Executive Director, or Deputy Director, is hereby authorized and directed to execute said contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Furnish and Deliver OEM Replacement and Remanufactured Parts and Repair Services for Volvo Heavy Equipment under Contract SW-EQUIP-23-23-REBID shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed \$63,800.00.

	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. **98-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver OEM Replacement Parts and Repair Services for Volvo Heavy Equipment
Purpose and Scope of Contract: The purpose and scope of this contract is to secure a vendor who will provide, on an "as needed" basis, various new and unused original equipment manufacturer's replacement and remanufactured or equivalent parts, components, and repair services for Heavy Equipment manufactured by Volvo.

PROCUREMENT INFORMATION

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

Contract Number: SW-EQUIP-23-23-REBID **Term of Contract:** One (1) Year **Option to Renew:** No
 Yes: Two (2) – One (1) year renewal options

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

Liquidated Damages: No
 Yes: ,Basis:

Engineer's Estimate: \$68,000.00

Advertisement Date: July 6, 2023 **Opening Date:** July 20, 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: Hoffman International, Inc. **Address:** 300 South Randolphville Road
Piscataway, NJ 08854


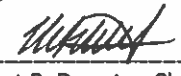
BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$63,800.00

Contract Spending Previous Contract Year: N/A

 _____ /07-27-2023 _____ / 7/27/23
Kevin W. McGahey, Purchasing Agent Date John Conturo, Solid Waste Program Manager Date
 _____ / 7/27/2023 _____ / 07/24/23
Robert P. Donato, Chief Financial Officer Date Joseph V. Rizzuto, Executive Director Date

ENGINEER'S ESTIMATE		OPENING DATE	HOFFMAN EQUIPMENT CO							
\$68,000.00		THURSDAY, JULY 20, 2023 @ 2:00 P.M.								
CONTRACT NUMBER AND TITLE										
SW-EQUIP-23-23-REBID FURNISH AND DELIVER OEM REPLACEMENT AND REMANUFACTURED PARTS AND REPAIR SERVICES FOR VOLVO HEAVY EQUIPMENT										
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	PERCENT DISCOUNT OFFERED ON THE CURRENT PARTS PRICE SUBMITTED WITH THIS PROPOSAL (DISCOUNT FACTOR = 100%)	50.000	0 %	50,000.00		0.00		0.00		0.00
2	HOURLY RATE FOR ON-SITE MAINTENANCE AND REPAIR	60	230.00	13,800.00		0.00		0.00		0.00
	TOTAL AMOUNT BID			63,800.00		0.00		0.00		0.00
		REQUIRED	PROVIDED		PROVIDED		PROVIDED		PROVIDED	
	BIDDER'S CHECKLIST	x	Y							
	STATEMENT OF OWNERSHIP DISCLOSURE	x	Y							
	NON-COLLUSION AFFIDAVIT	x	Y							
	PROPOSAL FORM(S)	x	Y							
	ADDENDA ACKNOWLEDGEMENT	x	Y							
	BIDDER'S CHECKLIST - DOCUMENT A		Y							
	N.J. BUSINESS REGISTRATION CERTIFICATE		Y	VALID						
	PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES		Y							
	IRS FORM W-9		Y							
	BIDDER'S CHECKLIST - DOCUMENT B		Y							
	MANDATORY AFFIRMATIVE ACTION		Y							
	INSURANCE CERTIFICATE(S)		Y							

Cape May County Municipal Utilities Authority

RESOLUTION NO. 99-23

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY AND SEVENSON ENVIRONMENTAL SERVICES INC.

WHEREAS, the CMCMUA owns and operates a Secure Sanitary Landfill ("Landfill") located on the Borough of Woodbine and Upper Township border; and,

WHEREAS, as the implementing agency for solid waste management in Cape May County, the CMCMUA has consistently sought to reduce the need for traditional clean soil resources through the use of approved soil as alternative daily cover at the Landfill; and,

WHEREAS, Severson Environmental Services, Inc. ("Severson"), is under contract with the Sherwin Williams Company to provide environmental services at the U.S. Avenue Burn Site in Gibbsboro, New Jersey ("Project"); and,

WHEREAS, Severson, through their subcontractor, Beneficial Soil Solutions, Inc., has made application to the CMCMUA for approval of soils generated from the Project to be accepted, in accordance with CMCMUA Cover Soils Request & Approval Review procedures; and,

WHEREAS, for the CMCMUA to effectively and efficiently receive approved soil from the Project at the Landfill for the CMCMUA's use as alternative daily cover, Severson, at no cost to the Authority, has offered to provide all necessary labor, supplies, and equipment to effectuate same; and

WHEREAS, the CMCMUA has determined it to be in the best interest of its ratepayers to enter into an agreement with Severson for all necessary labor, supplies, and equipment for the CMCMUA to efficiently receive approved soil, which will be used as alternative daily cover at the CMCMUA's Secure Sanitary Landfill, from the Project; and,

WHEREAS, the Agreement has been prepared by, reviewed and approved by staff and the Authority's General Counsel.

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Cape May County Municipal Utilities Authority hereby approves the Agreement Between Cape May County Municipal Utilities Authority and Severson Environmental Services, Inc., in substantially the same form as currently on file with the CMCMUA's Office Manager, with such minor revisions as may be determined to be appropriate by the CMCMUA's Executive Director and/or General Counsel.
3. The CMCMUA's Executive Director, or Deputy Director, is hereby authorized and directed to execute an Agreement Between Cape May County Municipal Utilities Authority and Severson Environmental Services, Inc. in the form attached hereto and made a part hereof.
4. The subject Agreement shall be placed on file in the office of the Office Manager of the Cape May County Municipal Utilities Authority and made available for public inspection upon execution.
5. The terms and provisions of the Agreement shall take effect immediately upon the execution of all parties.

	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. **99-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

Assistant Corporate Secretary

**AGREEMENT BETWEEN THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
AND SEVENSON ENVIRONMENTAL SERVICES, INC.**

This Agreement, dated August _____, 2023, serves to establish certain responsibilities between the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") with offices located at 1523 U.S. Route 9 North, Cape May Court House, New Jersey 08210 and Severson Environmental Services, Inc., ("Severson") with offices located at 2749 Lockport Road, Niagara Falls, New York, 14305, for all necessary labor, supplies, and equipment for the CMCMUA to efficiently receive approved soil, which will be used as alternative daily cover at the CMCMUA's Secure Sanitary Landfill, generated from the Sherwin Williams Company jobsite located at U.S. Avenue Burn Site, Gibbsboro, New Jersey 08026.

WITNESSETH:

WHEREAS, the CMCMUA owns and operates a Secure Sanitary Landfill ("Landfill") located on the Borough of Woodbine and Upper Township border; and,

WHEREAS, as the implementing agency for solid waste management in Cape May County, the CMCMUA has consistently sought to reduce the need for traditional clean soil resources through the use of approved soil as alternative daily cover at the Landfill; and

WHEREAS, Severson, is under contract with the Sherwin Williams Company to provide environmental services at the U.S. Avenue Burn Site in Gibbsboro, New Jersey ("Project"); and

WHEREAS, Severson, through their subcontractor, Beneficial Soil Solutions, Inc., has made application to the CMCMUA for approval of soils generated from the Project to be accepted, in accordance with CMCMUA Cover Soils Request & Approval Review procedures; and

WHEREAS, for the CMCMUA to effectively and efficiently receive approved soil from the Project at the Landfill for the CMCMUA's use as alternative daily cover, Severson, at no cost to the Authority, has offered to provide all necessary labor, supplies, and equipment to effectuate same; and

WHEREAS, the CMCMUA has determined it to be in the best interest of its ratepayers to enter into an agreement with Severson for all necessary labor, supplies, and equipment for the CMCMUA to efficiently receive approved soil, which will be used as alternative daily cover at the CMCMUA's Secure Sanitary Landfill, from the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained in this Agreement and pursuant to a resolution duly adopted by the Authority and corporate authorization by Severson agree as follows:

Article I. Standards; Allocation of Responsibility

A. The CMCMUA agrees to:

- i) Provide Severson access to the Landfill between the hours of 6:30 A.M. and 4:30 P.M., Monday through Friday, except for Authority holidays.

B. Severson agrees to:

- i. Severson shall provide all necessary labor, supplies, and equipment required for the CMCMUA to efficiently receive clean fill at the Landfill from the Project.
- ii. Be solely responsible for one hundred percent (100%) of all costs associated with all necessary labor, supplies, and equipment subject to this Agreement.
- iii. Severson, through its subcontractor Beneficial Soil Solutions, shall make application through the CMCMUA's "Cover Soils Request & Approval Review Form" and receive approval from the CMCMUA prior to commencing delivery of approved soil to the Landfill.
- iv. Coordinate and schedule all necessary work performed under this Agreement with the CMCMUA. All work shall be scheduled between the hours of 6:30 A.M. and 4:30 P.M., Monday through Friday, except for Authority Holidays.
- v. Comply with all CMCMUA Safety procedures while on Landfill property.
- vi. Assume complete responsibility of compliance with CMCMUA Safety procedures.
- vii. Work within the constraints of the CMCMUA's designated offloading areas and without interfering traffic flow patterns at the Landfill.

Article II. Mutual Indemnification and Hold Harmless Requirements

- A. To the fullest extent permitted by laws and regulations, Severson shall indemnify, defend, and hold harmless Cape May County Municipal Utilities Authority and the officers, directors, members, partners, employees, of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom.
- B. To the fullest extent permitted by laws and regulations, Cape May County Municipal Utilities Authority shall indemnify, defend, and hold harmless Severson and the officers, directors, members, partners, employees, of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom.

Article III. Termination

- A. If Severson shall materially breach this Agreement, the CMCMUA shall upon such breach, have the immediate right to terminate this Agreement.

- B. This Agreement shall be effective upon the execution by the designated representatives of the Parties and shall remain in effect for a total of one-hundred and twenty (120) calendar days thereafter.
- C. The CMCMUA may terminate this Agreement for any reason and without cause upon providing Severson thirty (30) days' written notice in advance of the date of termination.

Article IV. Damage to CMCMUA Equipment and Property

- A. Severson shall fully compensate the CMCMUA for all repair costs resulting from damage to CMCMUA equipment, vehicles, property, structures, and buildings at the Landfill arising from work performed in accordance with this Agreement by Severson.

Article V. Insurance Requirements

- A. Severson shall, at its sole cost and expense, obtain and maintain at all times during the term of the Contract, insurance of the types and in the amounts provided effective no later than 12:01 A.M., local time, of the date of this Agreement. Any deductibles required by the Severson's insurance shall be the responsibility of Severson.
- B. Severson shall continuously maintain insurance or other security for adequate protection for all the work from damage and shall protect the CMCMUA's property and employees from damage, injury or loss arising in connection with this Agreement. All damage, injury, or loss to the CMCMUA's property or employees caused, directly or indirectly, in whole or in part, by Severson or anyone directly or indirectly employed by Severson, shall be corrected by Severson at no cost to the CMCMUA.
- C. Severson shall take all necessary precautions for the safety of all employees and customers on the CMCMUA's property, and shall comply with all applicable provisions of Local, State, and Federal safety laws to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Severson shall properly maintain at all times, as required by the conditions of the work, all necessary safeguards and protection of the worker and the public.
- D. OTHER INSURANCE PROVISIONS
 - i. The commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. To the fullest extent permitted by law, the CMCMUA, its officers, officials, and employees are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of Severson; or automobiles owned, leased, hired or borrowed by Severson.

2. For any claims related to this project, Sevenson's insurance coverage shall be primary insurance as respects the CMCMUA, its officers, officials, and employees. Any insurance or self-insurance maintained by the CMCMUA, its officers, officials, and employees shall be excess of Sevenson's insurance and shall not contribute with it.
3. Coverage required under this Agreement shall not be canceled or non-renewed without thirty (30) days prior written notice from Sevenson's Insurance Company to the CMCMUA, except where cancellation is for non-payment of premium, then ten (10) days' prior notice shall be given.
4. Any insurance proceeds available to Sevenson that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the CMCMUA as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum limits specified in the contract/agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.
5. If General Liability coverages are written on a claims-made form:
 - a) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Sevenson must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - d) A copy of the claims reporting requirements must be submitted to the CMCMUA for review.

ii. Workers' Compensation Insurance

1. Workers' Compensation Insurance shall be maintained in full force during the life of the Contract, covering all employees engaged in performance of the Contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

iii. Deductibles and self-insured retentions

1. Any deductibles or self-insured retentions must be declared to and approved by the CMCMUA. At the option of the CMCMUA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CMCMUA, its officers, officials, and employees; or the

Sevenson shall provide a financial guarantee satisfactory to the CMCMUA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

iv. Umbrella or Excess Liability

1. Sevenson may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement, provided such Umbrella or Excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability.

v. Acceptability of Insurers

1. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or Standard & Poor's BBB and admitted to do business in the state of New Jersey, or accepted by the Surplus Lines Association to do business in the state of New Jersey. A non-admitted company should have an A.M. Best's rating of A-X or higher.

vi. Verification of Coverage

1. Sevenson shall furnish the CMCMUA with original Certificate of Insurance and amendatory endorsements affecting coverage required by this clause. The endorsements should be on ISO forms or equivalent, provided those endorsements or policies conform to the requirements. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All Certificates of Insurance and endorsements are to be received and approved by the CMCMUA before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The CMCMUA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

vii. Subcontractors

1. Sevenson shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E. Sevenson shall carry the following lines of insurance:

i. **Certificate of Insurance** (ACORD form or equivalent)

- A. List all endorsements attached thereto.
- B. Self-insured Contractors shall submit a sworn affidavit attesting to their self-insured coverage.

ii. **Commercial General Liability**

- A. Contractor's insurance to be primary and non-contributory. Primary and Noncontributory – Other Insurance Condition Endorsement (ISO form CG 20 01 04 13 or equivalent) must be attached to the Certificate of Insurance.
- B. Cape May County Municipal Utilities Authority to be named as "Additional Insured" by endorsement. Additional Insured – Designated Person or Organization Endorsement (ISO form CG 20 26 04 13 or equivalent) must be attached to the Certificate of Insurance.

**Contractor shall maintain
limits no less than:**

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Fire Damage (Any one fire)	\$1,000,000
Umbrella Liability Insurance	\$2,000,000

iii. **Automobile Liability**

**Contractor shall maintain
limits no less than:**

Bodily Injury, per accident	\$2,000,000
Property Damage, per accident	\$2,000,000
Owned, Non-Owned, and Hired Autos	\$2,000,000

iv. **Workers' Compensation Insurance**

- 1. Workers' Compensation insurance shall be maintained in full force during the life of the Contract, covering all employees engaged in performance of the Agreement pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

**Contractor shall maintain
limits no less than:**

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

Article VI. Uncontrollable Circumstance and Change in Law

The CMCMUA shall not be in default of this Agreement if the default and the ability to perform is due to an Uncontrollable Circumstance or Change in Law.

Article VII. Invalidity

The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. In the event that any provisions of this Agreement shall, for any reason, be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then the remainder of the Agreement shall not be effected thereby and the remaining portions of the Agreement shall remain enforceable to the fullest extent permitted by law as to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of Severson and the CMCMUA, 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 VIII. Entire Agreement/Changes and Amendment

- A. This Agreement constitutes the entire agreement and understanding between the Parties hereto and all prior or contemporaneous agreements, understandings and representations, whether written or oral, between the Parties relating to the subject of this Agreement are superseded by this written Agreement. There are no oral promises, conditions, representations, understandings or terms of any kind otherwise in effect between the Parties that are not set forth in this written Agreement.
- B. No changes, amendments, variance or modification may be made to this Agreement, and none shall be valid or enforceable, except by an amendment or supplemental agreement, in writing, executed and delivered by all Parties.

Article IX. Compliance with Law and Jurisdiction

The CMCMUA and Severson agree to comply with all applicable Federal, State and local statutes and regulations in the performance of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed in this State. Any and all disputes under this Agreement filed by either Party shall be venued in the Superior Court of New Jersey in Cape May County.

Article X. Severability

In the event that any provision 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 changes as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise effected by such action, remain in full force and effect to the extent possible.

Article XI. Successors and Assigns

This Agreement shall not be assignable except at the written consent of the Parties hereto and it shall extend to and be binding upon the successors and/or assigns of the Parties hereto.

Article XII. Survival of Obligations

The obligations and rights of the CMCMUA and Severson which have not been fulfilled as of a termination of this Agreement shall survive and shall continue until the obligations are fully satisfied.

Article XIII. Assignment

No one Party may assign this Agreement without the written consent of the other Party.

Article XIV. Counterparts and Execution

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile or email shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile or e-mail.

Article XV. Notices

- A. Any notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder given by either Party to the other, shall be in writing and shall be sufficiently given and served upon the other Party as follows:

As to Severson:

Severson Environmental Services, Inc.
2749 Lockport Road
Niagara Falls, New York 14305
Attention – <insert name>

As to the CMCMUA:

Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, NJ 08210
Attention – Joseph V. Rizzuto, Executive Director

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

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized officer or official as of the day and year first written above.

ATTEST:

Cape May County
Municipal Utilities Authority

Ann M. McDevitt
Assistant Corporate Secretary

BY: _____
Joseph V. Rizzuto
Executive Director

ATTEST:

Sevenson Environmental Services, Inc.

BY: _____

Cape May County Municipal Utilities Authority

RESOLUTION NO. 100-23

RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES RELATED TO THE CMCMUA EMPLOYEE ASSISTANCE PROGRAM WITH TOTALCARE

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/ "Authority") desires to make available to all Authority employees an Employee Assistance Program; and,

WHEREAS, the Authority's Director of Training and Development/Employee Relations has made a recommendation to the Executive Director that the Authority provide an Employee Assistance Program for Authority employees through the services offered by TotalCare; and,

WHEREAS, the Authority's Executive Director concurs with this recommendation; and,

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

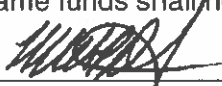
NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. TotalCare is employed to provide employee assistance services to CMCMUA employees for the period from September 14, 2023 through August 31, 2024.
3. The terms of the Contract shall be as set forth in a proposed Agreement with TotalCare, a copy of which is on file with the Authority's Office Manager. The total amount of compensation to be paid to TotalCare for its services, disbursements and all other charges shall be a fixed fee of \$4,000.00.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute any agreements or documents necessary in connection with the employment of TotalCare.
5. This contract is awarded without public bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11 5(1)(a)(i) of the Local Public Contract Law because TotalCare is authorized to practice a recognized profession.
6. A notice of this action shall be printed once in an official Authority newspaper.

	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 the CMCMUA Employee Assistance Program with TotalCare, for a total contract amount of \$4,000.00 under line item appropriation or account number(s) 100-0000-602-09-00. 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. **100-23** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **2nd** day of **August 2023**.

 Assistant Corporate Secretary

To: Joseph V. Rizzuto, Executive Director

From: Karen Tierney, Director of Training and Development/ER *KJ*

Re: Employee Assistance Program (EAP)

The Authority's current Employee Assistance Program (EAP) contract with EmployeeCare expires September 13, 2023. EmployeeCare has submitted the attached proposal to continue the Employee Assistance Program for a one (1) year period. The total fee is **\$7,300.00**. After researching the various options for an EAP, it occurs that our current provider has limited services and no longer supports the full array of needs of our workforce. Therefore, I am writing a strong recommendation for the implementation of TotalCare as our Employee Assistance Program provider.

TotalCare offers a comprehensive range of services and resources designed to support and enhance the overall well-being of our workforce. The program encompasses a variety of features that align perfectly with our organization's values and goals, making it an ideal fit for our employee support system. Here are some key reasons TotalCare is being highly recommended as our EAP:

1. **Holistic Approach:** TotalCare adopts a holistic approach to employee well-being by addressing not only mental health concerns but also providing resources for physical health, financial wellness, and work-life balance. This comprehensive approach ensures that our employees receive well-rounded support across all aspects of their lives.
2. **Diverse Service Offerings:** TotalCare offers a wide array of services, including confidential counseling sessions, mental health assessment, stress management workshops, financial counseling, legal assistance, and wellness resources. These services cater to the diverse needs and challenges our employees may face, ensuring that they have access to the support they require.
3. **Accessibility and Convenience:** TotalCare provides convenient access to its services through multiple channels, including telephonic consultations, online chat support, and mobile applications. This allows our employees to seek assistance at their convenience, regardless of their location or working hours.
4. **Customizable Programs:** TotalCare understands that every organization has unique requirements. They offer customizable programs that can be tailored to our specific training need. Through a learning management system LMS, they offer over 11,000 free online personal and professional development trainings. The trainings can be accessed alone or taken with the EAP Coaching programs; 24/7/365 access at each employee's own pace and style.
5. **Strong Network of Professionals:** TotalCare boasts an extensive network of experienced and licensed professionals, including counselors, therapists, financial advisors, and legal experts. This ensures that our employees receive the highest quality of care from trusted professionals who can address their individual needs effectively.
6. **Outcome focused Approach:** TotalCare emphasizes measuring outcomes and evaluating the effectiveness of their program. Through regular reporting and data analysis, we will gain valuable insights into the impact of the EAP on our employees' well-being, enabling us to make data-driven decisions for continuous improvement.

MEMORANDUM

July 24, 2023

Page 2

Implementing TotalCare as our EAP demonstrates our commitment to the well-being and support of our employees. By investing in their mental health and providing them with the necessary resources, we can foster a positive work environment, boost morale and enhance overall productivity.

The proposal they submitted is \$4,000 for all the above resources and five in-person counseling sessions per issue. That would be \$3,300 less than EmployeeCare with more resources provided for our employees.

I kindly request your consideration of this recommendation. I am confident that this decision will have a positive and lasting impact on the Authority and our valued employees.

Thank you for your attention to this matter. Should you require any additional information or assistance, please do not hesitate to reach out to me.

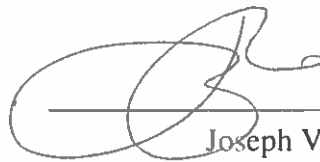
KT

Attachments

Concur

07/27/23

Date



Joseph V. Rizzuto
Executive Director

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

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

Paid Date Range: 07/13/23 to 08/02/23
 Include Non-Budgeted: Y
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2300111	01/11/23	CASAP005	CASA PAYROLL SERVICE	Payroll Services Contract 1 Yr	Open	619.00	0.00
M2300114	01/11/23	WASTE045	WASTE MANAGEMENT OF NJ, INC.	TRASH DISPOSAL SERVICES	Open	73.36	0.00
M2300136	01/13/23	ATLAN205	ATLANTICARE PHYSICIAN GROUP	DOT CDL ReCertification Exams	Open	100.00	0.00
M2300220	01/24/23	SCHUL005	A. C. SCHULTES	OAK AVE PUMP REBUILD	Open	5,921.00	0.00
M2300282	01/27/23	UNITE050	UNITED ELECTRIC	150 HP VFD	Open	21,573.00	0.00 C
			Contract No: C2200056				
M2300285	01/27/23	STEWA005	STEWART BUSINESS SYSTEMS	MANAGED PRINT SERVICES	Open	742.50	0.00
M2300288	01/28/23	MOTTM005	MOTT MACDONALD GROUP, LLC	RFP-33-21 SHARED CONVEYANCE	Open	155,844.89	0.00
M2300329	01/31/23	MIDAT010	MID ATLANTIC PUMP & EQUIPMENT	WWL-EQUIP-09-22	Open	15,000.00	0.00
M2300379	02/02/23	THOMP005	THOMPSON PUMP & MANF. CO. INC.	P.S. Bypass Pumps	Open	126,966.00	0.00
M2300394	02/02/23	PKATE005	PKA TECHNOLOGIES, INC.	SCADA NETWORK SWITCHES	Open	25,594.86	0.00
M2300409	02/03/23	MOTTM005	MOTT MACDONALD GROUP, LLC	RFP-06-22 PROF SER ENG: OC WTF	Open	1,626.00	0.00
M2300460	02/07/23	SPRIN010	CRYSTAL SPRINGS	DRINKING WATER	Open	331.97	0.00
M2300485	02/09/23	UNIFI005	UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	821.08	0.00
M2300486	02/09/23	UNIFI005	UNIFIRST CORPORATION	UNIFORM SERVICE	Open	380.00	0.00
M2300487	02/09/23	UNIFI005	UNIFIRST CORPORATION	UNIFORM SERVICE	Open	528.65	0.00
M2300488	02/09/23	UNIFI005	UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	696.00	0.00
M2300490	02/09/23	FOLEY005	FOLEY, INC.	12 month rental of Water Truck	Open	2,811.00	0.00
M2300516	02/10/23	BUCHA005	BUCHART HORN, INC.	CONTROL PANEL UPGRADES	Open	1,672.00	0.00 C
			Contract No: C2300011				
M2300517	02/10/23	GANNE005	GANNETT FLEMING, INC.	RFP-45-21 WWL PROCESS AIR	Open	1,491.25	0.00
M2300532	02/13/23	UNIFI005	UNIFIRST CORPORATION	UNIFORM SERVICE	Open	333.88	0.00
M2300646	02/27/23	FOLEY005	FOLEY, INC.	C-12 BROKEN DRIVE SHAFT DIAG.	Open	2,502.00	0.00
M2300731	03/07/23	ONECA010	ONE CALL CONCEPTS, INC.	NJ ONE CALL-MARK OUTS 2023	Open	371.80	0.00
M2300759	03/09/23	SEAGE005	SEA GEAR MARINE SUPPLY INC.	CARHARTTS JAMES CLARK	Open	178.75	0.00
M2300917	03/29/23	SNAP005	SNAP-ON INDUSTRIAL	TAPS & SOCKET ADAPTERS	Open	221.16	0.00
M2301015	04/11/23	MULTI015	MULTI-TEMP MECHANICAL, INC.	SLF SITE-WIDE A/C PM SERVICE	Open	2,364.79	0.00 C
			Contract No: C2300003				
M2301017	04/11/23	NAPA0005	SEAVILLE NAPA	FILTERS FOR STOCK	Open	1,846.01	0.00
M2301067	04/17/23	CONTR060	CONTROL EQUIPMENT, INC	GEJ FLOW METER CALIBRATION	Open	1,880.00	0.00
M2301105	04/20/23	YSIIN005	YSI INC.	SCRUBBER FLOW/PH MONITORING	Open	12,574.65	0.00
M2301160	04/26/23	GRAIN005	GRAINGER INC.	SUMP PUMP, GAUGES, TOOLS	Open	1,923.61	0.00
M2301184	04/28/23	EFFEC005	EFFECTV	2023 tv CAMPAIGN	Open	4,782.34	0.00
M2301298	05/12/23	FOLEY005	FOLEY, INC.	RPO Cat 730 Articul. Dump Truc	Open	13,575.00	0.00
M2301305	05/15/23	FLEET025	FLEETPRIDE, INC	TRAILER ABS BRAKE SENSORS	Open	224.31	0.00
M2301318	05/16/23	LAWNG010	LAWN & GARDEN LANDSCAPING, LLC	LANDSCAPING SERVICES FOR ADMIN	Open	982.00	0.00
M2301340	05/18/23	VELOD005	VELODYNE	POLYMER PILOT FREIGHT	Open	642.00	0.00
M2301345	05/18/23	APPLI015	APPLIED INDUSTRIAL TECH.	SELECTOR SWITCH 32ND ST	Open	475.80	0.00
M2301361	05/22/23	FASTE010	FASTENAL & CON. SUPPLIES	NITRILE GLOVES	Open	642.72	0.00
M2301371	05/23/23	KELTE005	KELTEX APPAREL	WEIGHMASTER POLO SHIRTS	Open	510.00	0.00
M2301372	05/23/23	CTR00005	JERSEY CAPE DIAG. TRAIN. CTR.	LITTER CONTROL SERVICES	Open	4,788.01	0.00 C
			Contract No: C2300025				
M2301379	05/23/23	APPLI015	APPLIED INDUSTRIAL TECH.	250 gal Portable Fuel Tank	Open	6,114.71	0.00
M2301398	05/24/23	CUSTO040	CUSTOM BANDAG, INC.	20 RECAP ALL POSITION TREAD	Open	5,555.60	0.00 C
			Contract No: C2200069				
M2301412	05/25/23	NORTH070	NORTHEAST ENERGY SYSTEMS	TROUBLESHOOT SYNCHRONIZATION	Open	1,950.00	0.00 C
			Contract No: C2200049				

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2301458	06/01/23	SCALF005 SCALFO ELECTRIC Contract No: C2300002	MCC-2 WIRE PROJECT	Open	69,393.48	0.00	C
M2301478	06/05/23	MIDAT025 MIDATLANTIC ENG. PARTNERS, LLC Contract No: C2300030	OUTFALL INSPECTIONS 2023	Open	22,057.00	0.00	C
M2301504	06/07/23	THOMA045 THOMAS SCIENTIFIC, INC.	LABORATORY SUPPLIES	Open	2,584.53	0.00	
M2301505	06/07/23	FISHE005 FISHER SCIENTIFIC COMPANY, LLC	LABORATORY SUPPLIES	Open	548.74	0.00	
M2301508	06/07/23	GENRO005 GENRON FIRE PROTECTION	FIRE ALARM INSPECTIONS	Open	560.00	0.00	
M2301516	06/08/23	FASTE010 FASTENAL & CON. SUPPLIES	CONCRETE DUST CONTROL ATTACH.	Open	147.17	0.00	
M2301517	06/08/23	SPRIN010 CRYSTAL SPRINGS	CRYTAL SPRING SPRING WATER 24P	Open	167.76	0.00	
M2301523	06/08/23	FASTE010 FASTENAL & CON. SUPPLIES	ANNULAR CUTTER & GRINDING DISC	Open	456.80	0.00	
M2301562	06/15/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	8,030.00	0.00	C
M2301577	06/19/23	GRAIN005 GRAINGER INC.	MISC GEJ PLANT SUPPLIES	Open	1,201.30	0.00	
M2301579	06/19/23	GROFF010 GROFF TRACTOR MIDATLANTIC, LLC	HORN FOR CASE LOADER 521E	Open	78.97	0.00	
M2301580	06/19/23	GRAPH015 GRAPHIC PRODUCTS INC.	VINYL TAPE AND SHRINK TUBING	Open	443.94	0.00	
M2301581	06/19/23	ROBER030 ROBERTS OXYGEN CO. INC.	TILLMAN WELDING GLOVES	Open	129.59	0.00	
M2301583	06/19/23	ATLAN205 ATLANTICARE PHYSICIAN GROUP	PreEmployment Physicals	Open	774.00	0.00	
M2301585	06/19/23	MULTI015 MULTI-TEMP MECHANICAL, INC. Contract No: C2300003	LEAK ON CIRCULATOR PUMP ADMIN	Open	188.00	0.00	C
M2301587	06/19/23	KEMIR005 KEMIRA WATER SOLUTIONS INC. Contract No: C2300016	LIQUID FERRIC CHLORIDE	Open	11,951.65	0.00	C
M2301590	06/19/23	GENRO005 GENRON FIRE PROTECTION	TS EXTINGUISHER ANNUAL INSP	Open	164.60	0.00	
M2301602	06/20/23	APPLI015 APPLIED INDUSTRIAL TECH.	REPLACE RUINED GASKET	Open	2,257.84	0.00	
M2301603	06/20/23	LAWSO005 LAWSON PRODUCTS, INC.	SHOP SUPPLIES	Open	793.04	0.00	
M2301604	06/20/23	DAVID005 DAVID WEBER OIL CO.	BULK HYDRAULIC FLUID	Open	3,472.45	0.00	
M2301608	06/21/23	SNAP0005 SNAP-ON INDUSTRIAL	PRYBARS FOR PC	Open	316.66	0.00	
M2301611	06/21/23	GRAIN005 GRAINGER INC.	OFFICE CHAIR	Open	275.00	0.00	
M2301612	06/21/23	APPLI015 APPLIED INDUSTRIAL TECH.	SUBMERSIBLE LEVEL SENSOR	Open	2,626.60	0.00	
M2301615	06/21/23	NAPA0005 SEAVILLE NAPA	T-14 A/C PRESSURE SENSOR	Open	74.74	0.00	
M2301617	06/21/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	9,133.52	0.00	C
M2301627	06/22/23	NAPA0005 SEAVILLE NAPA	TK-11 BATTERIES	Open	250.24	0.00	
M2301632	06/22/23	CUSTO040 CUSTOM BANDAG, INC. Contract No: C2200069	20, 11R24.5 DRIVE RECAPS	Open	5,661.20	0.00	C
M2301634	06/22/23	COVAN005 COVANTA ENV. SOLUTIONS, LLC Contract No: C2300020	electronics PU TS 5/4	Open	333.30	0.00	C
M2301637	06/22/23	WBMA005 W.B. MASON CO. INC.	TS OFFICE SUPPLIES	Open	204.86	0.00	
M2301640	06/23/23	GRAIN005 GRAINGER INC.	TRUCK BED MAT FOR PS PICKUP	Open	141.11	0.00	
M2301641	06/23/23	HACHC005 HACH COMPANY	INTERNSHIP PROJECT TESTING	Open	354.42	0.00	
M2301643	06/23/23	ARAMS005 ARAMSCO	MSA CALIRBRATION GAS	Open	304.69	0.00	
M2301644	06/23/23	ONESO005 ONE SOURCE OF NEW JERSEY LLC	LUBRICANT, BIT SET	Open	192.13	0.00	
M2301645	06/23/23	NATIO025 NATIONAL FIRE PRO. ASSOC.	ELEC. EQUIP. MAINT. BOOK	Open	127.45	0.00	
M2301653	06/23/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	9,022.07	0.00	C
M2301654	06/23/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	8,693.75	0.00	C
M2301655	06/23/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	8,837.20	0.00	C
M2301657	06/23/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	8,898.70	0.00	C
M2301660	06/23/23	HACHC005 HACH COMPANY	RESTOCK ITEM FOR DO SAMPLING	Open	49.71	0.00	
M2301664	06/23/23	JOSEP005 JOSEPH GARTLAND, INC.	DISPOSABLE GLOVES	Open	591.51	0.00	
M2301668	06/23/23	GRAIN005 GRAINGER INC.	MISC SITE SUPPLIES	Open	248.57	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2301672	06/26/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	9,137.78	0.00	C
M2301673	06/26/23	GRAIN005 GRAINGER INC.	MISC SITE SUPPLIES	Open	272.13	0.00	
M2301674	06/26/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	8,949.80	0.00	C
M2301678	06/26/23	NAPA005 SEAVILLE NAPA	POWER INVERT FOR F-350 PC-7	Open	194.87	0.00	
M2301679	06/26/23	EASTC055 EAST COAST STEEL INC.	ALUMINUM PLATE	Open	620.00	0.00	
M2301680	06/26/23	NAPA005 SEAVILLE NAPA	BATTERY CHARGER FOR VEHICLES	Open	285.00	0.00	
M2301683	06/26/23	ADVAN040 STAPLES ADVANTAGE	HOT CUPS	Open	70.75	0.00	
M2301684	06/26/23	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2300013	ZETAG 7587 POLYMER	Open	11,233.63	0.00	C
M2301685	06/26/23	EASTC055 EAST COAST STEEL INC.	SS EXPANDED SHEETS	Open	1,188.00	0.00	
M2301691	06/27/23	TACPR005 TAC PRINTING	SEPTAGE FORMS - 2 PART	Open	258.00	0.00	
M2301694	06/27/23	ADVAN040 STAPLES ADVANTAGE	NON-CONTRACT OFFICE SUPPLIES	Open	216.72	0.00	
M2301695	06/27/23	WECAR005 WECARE DENALI, LLC	COMPOST FOR TERRAGRO	Open	455.00	0.00	
M2301696	06/27/23	SERVI005 SERVICE TIRE TRUCK CENTERS	(4) TIRES FOR ADMIN CAR	Open	345.16	0.00	
M2301703	06/28/23	GENRO005 GENRON FIRE PROTECTION	FIRE EXTINGUISHER CERTIFICATES	Open	290.60	0.00	
M2301704	06/28/23	WBMAS005 W.B. MASON CO. INC.	OFFICE SUPPLIES	Open	355.97	0.00	
M2301707	06/28/23	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2300037	EMULSON POLYMER-ZETAG 8848FS	Open	20,301.60	0.00	C
M2301708	06/28/23	NAPA005 SEAVILLE NAPA	AIR COMPRESSOR OIL	Open	190.58	0.00	
M2301709	06/28/23	FASTE010 FASTENAL & CON. SUPPLIES	LUBRICANT, CUTTING WHEELS, NUT	Open	3,176.95	0.00	
M2301711	06/28/23	KEMIR005 KEMIRA WATER SOLUTIONS INC. Contract No: C2300016	LIQUID FERRIC CHLORIDE	Open	12,179.45	0.00	C
M2301720	06/28/23	GRAIN005 GRAINGER INC.	SLF CB MIC REPLACEMENTS	Open	186.06	0.00	
M2301726	06/29/23	GARDE055 GARDEN STATE LABORATORY Contract No: C2200063	INVOICE#00552508	Open	435.00	0.00	C
M2301728	06/29/23	GARDE055 GARDEN STATE LABORATORY Contract No: C2200063	INVOICE#00550921	Open	7,715.00	0.00	C
M2301729	06/29/23	GARDE055 GARDEN STATE LABORATORY Contract No: C2200062	LAB TESTING	Open	4,250.00	0.00	C
M2301730	06/29/23	UNITE100 UNITED RENTALS	MANLIFT FOR WWL BAR SCREEN	Open	908.16	0.00	
M2301731	06/29/23	GRAIN005 GRAINGER INC.	GRINDING & CUT WHEELS	Open	1,393.00	0.00	
M2301733	06/29/23	PENNJ020 PENN-JERSEY BLDG.MATERIALS CO.	4000PSI CONCRETE SMM SCUM PIT	Open	467.00	0.00	
M2301734	06/29/23	EASTC055 EAST COAST STEEL INC.	STEEL FOR CONTAINERS	Open	1,972.35	0.00	
M2301736	06/29/23	APPLI015 APPLIED INDUSTRIAL TECH.	Reid Gantry	Open	5,079.47	0.00	
M2301737	06/29/23	UNITE050 UNITED ELECTRIC	PRESSURE TRANSMITTER HARNESS	Open	455.00	0.00	
M2301738	06/29/23	HACHC005 HACH COMPANY	LAB SUPPLIES	Open	1,303.95	0.00	
M2301739	06/29/23	IDEXX005 IDEXX DISTRIBUTION INC.	LAB SUPPLIES	Open	39.66	0.00	
M2301740	06/29/23	VWRSC005 VWR INTERNATIONAL, LLC	BLEACH PUMP SPARE	Open	3,195.20	0.00	
M2301742	06/30/23	GRAIN005 GRAINGER INC.	BUNGEE CORDS	Open	125.18	0.00	
M2301743	06/30/23	GRAIN005 GRAINGER INC.	JANITORIAL SUPPLIES	Open	265.22	0.00	
M2301744	06/30/23	GRAIN005 GRAINGER INC.	CHEM METERING PUMP	Open	1,931.50	0.00	
M2301745	06/30/23	GRAIN005 GRAINGER INC.	SOLENOID VALVE - SLUDGE REC AR	Open	367.18	0.00	
M2301749	07/05/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	9,078.10	0.00	C
M2301750	07/05/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - CAPE MAY	Open	9,090.33	0.00	C
M2301751	07/05/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE 7/11/23	Open	8,686.82	0.00	C
M2301752	07/05/23	KEMIR005 KEMIRA WATER SOLUTIONS INC. Contract No: C2300016	LIQUID FERRIC CHLORIDE	Open	11,400.19	0.00	C
M2301753	07/05/23	SIGNA015 SIGNARAMA	VEHICLE MAGNETS	Open	1,448.92	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2301758	07/06/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	9,051.64	0.00	C
M2301759	07/06/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	9,099.45	0.00	C
M2301760	07/06/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	9,185.23	0.00	C
M2301764	07/06/23	GRAIN005 GRAINGER INC.	SURVEILLANCE NOTICE	Open	81.50	0.00	
M2301765	07/06/23	ADVANO40 STAPLES ADVANTAGE	OFFICE SUPPLIES	Open	308.64	0.00	
M2301766	07/06/23	GRAIN005 GRAINGER INC.	SINGLE FLUSH RETROFIT KIT	Open	406.04	0.00	
M2301767	07/06/23	GRAIN005 GRAINGER INC.	PUMP STATION BASKET HOIST	Open	130.45	0.00	
M2301769	07/07/23	LOWES005 LOWE'S COMMERCIAL SERVICES	MIP ROOM CEILING	Open	31.08	0.00	
M2301770	07/07/23	NAPA0005 SEAVILLE NAPA	MAINTENANCE	Open	42.48	0.00	
M2301771	07/07/23	LOWES005 LOWE'S COMMERCIAL SERVICES	TOILET PAPER, CLOROX CLEANER	Open	44.67	0.00	
M2301772	07/07/23	GILMA005 GILMAR 25, LLC	REPAIR/MAINTENANCE	Open	35.94	0.00	
M2301773	07/07/23	SHERW005 SHERWIN-WILLIAMS CO.	SLUDGE CONTAINER MAINTENANCE	Open	41.01	0.00	
M2301775	07/07/23	COLLI015 JAMES M COLLINS	LICENSE RENEWAL-COLLINS	Open	100.00	0.00	
M2301777	07/07/23	SIMPL020 SIMPLIFY COMPLIANCE LLC	Employee Issues in NJ Renewal	Open	895.00	0.00	
M2301778	07/10/23	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL INV 507127 6/27	Open	6,468.50	0.00	
M2301779	07/10/23	PEDRO005 PEDRONI FUEL CO.	UNLEADED GAS DELIVERY 6/28/23	Open	2,610.53	0.00	
M2301780	07/10/23	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	509.12	0.00	
M2301781	07/10/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	9,136.50	0.00	C
M2301782	07/10/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - OC	Open	9,137.23	0.00	C
M2301785	07/10/23	PEDRO005 PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	1,526.24	0.00	
M2301787	07/11/23	WATER025 WATER ENVIRONMENT FEDERATION	WEF MEMBERSHIP HARRY CAMP	Open	117.00	0.00	
M2301788	07/11/23	LOWES005 LOWE'S COMMERCIAL SERVICES	TOOLS AND MAINTENANCE	Open	92.02	0.00	
M2301789	07/11/23	GARDN005 GARDNER TRUE VALUE	TOOLS	Open	50.00	0.00	
M2301790	07/11/23	LOWES005 LOWE'S COMMERCIAL SERVICES	SMM SCUM PROJECT	Open	46.65	0.00	
M2301791	07/11/23	DISCO005 DISCOUNT HYDRAULICS	REPAIRS TO CRANE TRUCK	Open	72.72	0.00	
M2301795	07/11/23	RARIT015 RARITAN GROUP INCORPORATED	8" GATE VALVE 3RD ST, PUMP 1	Open	2,029.60	0.00	
M2301798	07/11/23	SCALF005 SCALFO ELECTRIC Contract No: C2300002	REPLACE GEN 4 MAIN BREAKER	Open	1,360.00	0.00	C
M2301800	07/11/23	LAWSO005 LAWSON PRODUCTS, INC.	HAND CLEANER	Open	156.36	0.00	
M2301801	07/12/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE 7/20/23	Open	9,279.21	0.00	C
M2301803	07/12/23	GRAYB005 GRAYBAR ELECTRIC CO.	1/2 A FUSES	Open	311.48	0.00	
M2301805	07/12/23	NEWSP010 HERALD NEWSPAPERS	recycling ad in 4H publication	Open	400.00	0.00	
M2301806	07/12/23	MAUME005 MAUMEE EXPRESS INC. Contract No: C2300024	HHW Collection Event	Open	11,979.80	0.00	C
M2301807	07/12/23	CHERR005 CHERRY VALLEY INC	WOODS MOWER DECK PARTS	Open	510.76	0.00	
M2301808	07/12/23	PYRZW005 PYRZ WATER SUPPLY CO.,INC.	BLUE WHITE PUMP TUBE ASSEMBLY	Open	762.00	0.00	
M2301809	07/12/23	TAYLO035 TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	2,585.84	0.00	
M2301811	07/12/23	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL LANDFILL	Open	37,575.08	0.00	
M2301813	07/13/23	LOWES005 LOWE'S COMMERCIAL SERVICES	FILTRATE PILOT STUDY	Open	206.84	0.00	
M2301814	07/13/23	WALLA015 WALLACE HARDWARE	ANT TRAPS AND NOZZLES	Open	43.46	0.00	
M2301815	07/13/23	EUROF005 EUROFINS ENV TESTING PHILA LLC Contract No: C2200022	LAB TESTING	Open	1,140.00	0.00	C
M2301817	07/13/23	MAUME005 MAUMEE EXPRESS INC. Contract No: C2300021	paint pick up from the TS	Open	19,773.60	0.00	C
M2301819	07/14/23	MIDDL025 MIDDLE TWP. FIRE DISTRICT #1	REGISTRATION FEE	Open	96.00	0.00	
M2301820	07/14/23	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2300015	SODIUM HYPOCHLORITE - WW	Open	8,917.13	0.00	C
M2301821	07/14/23	NAPA0005 SEAVILLE NAPA	AUTO PARTS FOR REPAIRS	Open	95.86	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2301822	07/14/23	LOWES005	LOWE'S COMMERCIAL SERVICES	MIP ROOM PROJECT	Open	58.93	0.00
M2301823	07/14/23	NAPA0005	SEAVILLE NAPA	Brake pads/parts for Ford E350	Open	437.98	0.00
M2301824	07/14/23	NAPA0005	SEAVILLE NAPA	BRAKLEEN	Open	81.36	0.00
M2301825	07/14/23	FASTE010	FASTENAL & CON. SUPPLIES	KROIL PENETRANT	Open	354.00	0.00
M2301826	07/14/23	BATTE005	BATTELINI TRANSPORTION SYS INC	TOW T-44 TO CUMMINS BRISTOL PA	Open	780.00	0.00
M2301832	07/17/23	COVAN005	COVANTA ENV. SOLUTIONS, LLC	electronics recyc (1) OC(1) TS	Open	244.20	0.00 C
			Contract No: C2300020				
M2301833	07/17/23	NAPA0005	SEAVILLE NAPA	TS FACILITY MAINT.	Open	220.76	0.00
M2301834	07/17/23	GARDE055	GARDEN STATE LABORATORY	INVOICE#00554079	Open	895.00	0.00 C
			Contract No: C2200063				
M2301838	07/17/23	PEDRO005	PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	858.80	0.00
M2301839	07/17/23	GARDN005	GARDNER TRUE VALUE	MISC GAS PLANT SUPPLIES	Open	46.57	0.00
M2301841	07/17/23	ADVAN035	ADVANTAGE RENTAL CENTER	MISC GEJ SUPPLIES	Open	39.99	0.00
M2301843	07/18/23	NAPA0005	SEAVILLE NAPA	TS. MISC. SUPPLIES	Open	48.58	0.00
M2301844	07/18/23	PARAM005	PARAMOUNT SANITARY CHEMICAL CO	TS MICS. SUPPLIES	Open	30.31	0.00
M2301845	07/18/23	ATLAN090	ATLANTIC CO. UTIL. AUTHORITY	SLUDGE DISPOSAL FOR JUNE 2023	Open	111,057.75	0.00 C
			Contract No: C2300043				
M2301846	07/18/23	CAPRI010	CAPRIIONI FAMILY SEPTIC, INC.	LIQUID SLUDGE HAULING - JUNE	Open	3,214.34	0.00 C
			Contract No: C2200037				
M2301847	07/18/23	CAPRI010	CAPRIIONI FAMILY SEPTIC, INC.	LIQUID SLUDGE HAULING - JUNE	Open	8,109.00	0.00 C
			Contract No: C2300031				
M2301902	07/18/23	CARBO015	CARBON INDUSTRIAL SERVICES LLC	tire recycling	Open	4,083.20	0.00 C
			Contract No: C2300019				
M2301904	07/18/23	RECOV020	INTERSTATE REFRIGERANT RECOVER	CFC SERVICE	Open	2,472.00	0.00
M2301908	07/19/23	LAFAY005	LAFAYETTE UTILITY CONSTRUCTION	FLAME ARRESTER REPAIR	Open	5,870.00	0.00 C
			Contract No: C2300001				
M2301909	07/19/23	ADVAN010	ADVANCE SCALE CO. INC.	SLF OUTSIDE INDICATOR RESET	Open	220.00	0.00 C
			Contract No: C2300029				
M2301910	07/19/23	ADVAN010	ADVANCE SCALE CO. INC.	QUARTERLY SCALE INSPECTIONS 2N	Open	1,440.00	0.00 C
			Contract No: C2300029				
M2301914	07/20/23	TREAS025	TREASURER STATE OF NEW JERSEY	ANNUAL ELEVATOR INSPECTION FEE	Open	258.00	0.00
M2301917	07/20/23	MCCAB005	GEORGE MCCABE	REIMBURSEMENT FOR WORK BOOTS	Open	189.99	0.00
M2301919	07/20/23	COLLI015	JAMES M COLLINS	REIMBURSEMENT FOR WORK BOOTS	Open	174.99	0.00
M2301920	07/20/23	LOWES005	LOWE'S COMMERCIAL SERVICES	MIP ROOM REFURBISH	Open	39.40	0.00
M2301922	07/20/23	GILMA005	GILMAR 25, LLC	MAINTENANCE	Open	33.43	0.00
M2301923	07/21/23	GENTI005	GENTILINI FORD, INC.	P-36 WINDSHIELD WASHER NOZZLE	Open	16.86	0.00
M2301924	07/21/23	FASTE010	FASTENAL & CON. SUPPLIES	SAFETY	Open	39.29	0.00
M2301926	07/21/23	LOWES005	LOWE'S COMMERCIAL SERVICES	DUCT SEAL FOR ELEC CONDUIT	Open	45.35	0.00
M2301927	07/21/23	TAYLO035	TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	1,940.08	0.00
M2301930	07/21/23	LOWES005	LOWE'S COMMERCIAL SERVICES	Maintenance Supplies	Open	91.15	0.00
M2301932	07/21/23	SPRAG005	SPRAGUE OPERATING RESOURCES	DIESEL FUEL LANDFILL	Open	12,443.73	0.00
M2301935	07/21/23	MEDIA025	SAMPLE MEDIA	Recycling Ad in Shore Guide	Open	1,560.00	0.00
M2301938	07/21/23	LOWES005	LOWE'S COMMERCIAL SERVICES	CARBON MOXOXIDE DETECTORS	Open	94.96	0.00
M2301949	07/24/23	BUCHA005	BUCHART HORN, INC.	RFP-52-22 TASK #2	Open	1,573.00	0.00 C
			Contract No: C2300011				
M2301959	07/24/23	SERVI005	SERVICE TIRE TRUCK CENTERS	REPAIR OF ON-HIGHWAY TIRES	Open	151.00	0.00 C
			Contract No: C2300027				
M2301961	07/24/23	SERVI005	SERVICE TIRE TRUCK CENTERS	4, 23.5x25 RECAPS OUR CASINGS	Open	8,375.00	0.00 C
			Contract No: C2300007				
M2301963	07/25/23	AIRNO010	AIRNOVA, INC.	ENCLOSED FLARE STACK TEST	Open	33,450.00	0.00 C
			Contract No: C2200048				
M2301964	07/25/23	SERVI005	SERVICE TIRE TRUCK CENTERS	REPAIR OFF HIGHWAY TIRES	Open	1,036.25	0.00 C
			Contract No: C2300028				
M2301969	07/26/23	COLON005	COLONIAL ELECTRIC SUPPLY	MISC GEJ PLANT SUPPLIES	Open	49.53	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2301970	07/26/23	GARDN005	GARDNER TRUE VALUE MISC GAS PLANT ITEMS	Open	40.98	0.00	
M2301971	07/26/23	INSTI020	INSTITUTE FOR PROFESSIONAL DEV OPRA WEBINAR	Open	50.00	0.00	
M2301973	07/26/23	MIDDL025	MIDDLE TWP. FIRE DISTRICT #1 ANNUAL FIRE REGISTRATION	Open	588.00	0.00	
M2301975	07/26/23	MIDDL025	MIDDLE TWP. FIRE DISTRICT #1 TYPE 4 STORAGE PERMIT RENEWAL	Open	641.00	0.00	
M2301976	07/26/23	COMMI025	N.J.MOTOR VEHICLE COMMISSION LICENSE PLATES BYPASS PUMPS	Open	120.00	0.00	
M2301978	07/26/23	LOWES005	LOWE'S COMMERCIAL SERVICES TS. MISC. SUPPLIES	Open	128.48	0.00	
M2301981	07/26/23	LOWES005	LOWE'S COMMERCIAL SERVICES HAND TOOL	Open	43.69	0.00	
M2301984	07/27/23	SAGES005	SAGE SOFTWARE, INC. SAGE ANNUAL SOFTWARE MAINT -HR	Open	5,785.01	0.00	
V2300525	07/07/23	COMCA010	COMCAST OF SOUTH JERSEY INC. UTILITIES- 6/28/23-7/27/23	Open	226.21	0.00	
V2300526	07/11/23	VERIZ010	VERIZON WIRELESS UTILITIES- 5/29/23-6/28/23	Open	2,062.01	0.00	
V2300527	07/11/23	SOUTH060	SOUTH JERSEY GAS UTILITIES- ADMIN BUILDING	Open	136.13	0.00	
V2300528	07/11/23	ABCOP005	ABCO PUBLIC EMPLOYEES CREDIT UNION	Open	550.26	0.00	
V2300529	07/11/23	NATIO045	NATIONWIDE RETIREMENT SOLUTION DEFERRED COMPENSATION W/H	Open	17,660.00	0.00	
V2300530	07/11/23	NEWJE050	NEW JERSEY FAMILY SUPPORT GARNISHMENTS	Open	944.00	0.00	
V2300531	07/11/23	ISABE005	ISABEL C.BALBOA, CHAPTER 13 TR CASE NUMBER 18-28741	Open	463.50	0.00	
V2300532	07/11/23	HEALT005	HEALTH EQUITY EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,629.20	0.00	
V2300533	07/11/23	DUES0005	TEAMSTERS LOCAL 331 DUES UNION DUES	Open	3,347.00	0.00	
V2300534	07/11/23	POLIT005	TEAMSTERS LOCAL 331 POLITICAL POLITICAL ACTION FUND	Open	18.00	0.00	
V2300535	07/11/23	SOCIA005	TEAMSTERS LOCAL 331 SOCIAL UNION SOCIAL FUND	Open	5.00	0.00	
V2300536	07/11/23	DEPAR015	DEPARTMENT OF THE TREASURY FICA TAXES & FED INCOME TAX	Open	127,889.51	0.00	
V2300537	07/11/23	NJDIV015	NJ DIVISION OF TAXATION STATE INCOME TAX	Open	20,843.32	0.00	
V2300538	07/11/23	CAPEM055	CAPE MAY COUNTY MUA ADJUSTED PAYROLL CMCMA	Open	305,668.10	0.00	
V2300539	07/12/23	WASTE005	CMCMA SOLID WASTE DISPOSAL FEES	Open	3,105.38	0.00	
V2300540	07/13/23	NJDIV020	NJ DIV OF TAXATION (SPILL TAX) SPILL TAX JUNE 2023	Open	75.39	0.00	
V2300541	07/13/23	VERIZ010	VERIZON WIRELESS UTILITIES- 5/29/23-6/28/23	Open	76.06	0.00	
V2300542	07/17/23	WINDS005	WINDSTREAM UTILITIES	Open	19.68	0.00	
V2300543	07/17/23	UNITE025	UNITED PARCEL SERVICE POSTAGE	Open	36.53	0.00	
V2300544	07/17/23	PITNE010	PITNEY BOWES BANK INC RESERVE POSTAGE METER REPLISHMENT	Open	1,000.00	0.00	
V2300545	07/17/23	COMCA015	COMCAST BUSINESS COMMUNICATION COMCAST DR CONNECTION	Open	556.00	0.00	
V2300546	07/17/23	DAILY005	DAILY JOURNAL LEGAL ADVERTISING- JULY 2023	Open	37.44	0.00	
V2300547	07/17/23	STATE030	STATE OF NEW JERSEY NJ EMPLOYEE TAX 2ND QTR 2023	Open	31,988.70	0.00	
V2300548	07/17/23	ARCOF005	ARC OF CAPE MAY COUNTY REFUND OVERPAYMENT TIPPING FEE	Open	57.09	0.00	
V2300549	07/17/23	CMCMU020	CMCMA WASTEWATER LEACHATE DISPOSAL JUNE 2023	Open	13,641.90	0.00	
V2300550	07/20/23	CMCMU005	CMCMA PETTY CASH SM PETTY CASH REIMBURSEMENT	Open	122.40	0.00	
V2300551	07/20/23	CITY0005	CITY OF CAPE MAY UTILITIES	Open	495.83	0.00	
V2300552	07/20/23	CITY0025	CITY OF WILDWOOD WATER UTILITY UTILITIES	Open	2,488.10	0.00	
V2300553	07/24/23	CMCMU005	CMCMA PETTY CASH SM PETTY CASH REIMBURSEMENT	Open	61.54	0.00	
V2300554	07/24/23	UNITE025	UNITED PARCEL SERVICE POSTAGE	Open	21.07	0.00	
V2300556	07/24/23	BOROU035	BOROUGH OF CAPE MAY POINT UTILITIES	Open	112.21	0.00	
V2300557	07/24/23	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	83,440.49	0.00	
V2300558	07/24/23	SOUTH060	SOUTH JERSEY GAS UTILITIES	Open	309.10	0.00	
V2300559	07/24/23	RIGGI005	RIGGINS, INC. REFUND OVERPAYMENT TIPPING FEE	Open	1,229.60	0.00	
V2300560	07/24/23	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES ACCT #926 JULY	Open	24.93	0.00	
V2300561	07/25/23	NJAME005	NJ AMERICAN WATER COMPANY UTILITIES	Open	131.00	0.00	
V2300562	07/25/23	HIEKN005	JAMES J. HIENKEL, JR. HEALTH INSURANCE - Q2 2023	Open	1,804.61	0.00	
V2300563	07/25/23	STATE110	STATE OF NEW JERSEY HEALTH INSURANCE-AUGUST 2023	Open	314,563.52	0.00	
V2300564	07/25/23	STATE110	STATE OF NEW JERSEY HEALTH INSURANCE-AUGUST 2023	Open	100,096.56	0.00	
V2300565	07/25/23	ABCOP005	ABCO PUBLIC EMPLOYEES CREDIT UNION	Open	550.26	0.00	
V2300566	07/25/23	NATIO045	NATIONWIDE RETIREMENT SOLUTION DEFERRED COMPENSATION W/H	Open	17,660.00	0.00	
V2300567	07/25/23	NEWJE050	NEW JERSEY FAMILY SUPPORT GARNISHMENTS	Open	944.00	0.00	
V2300568	07/25/23	ISABE005	ISABEL C.BALBOA, CHAPTER 13 TR CASE NUMBER 18-28741	Open	463.50	0.00	
V2300569	07/25/23	HEALT005	HEALTH EQUITY EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,629.20	0.00	
V2300570	07/25/23	DUES0005	TEAMSTERS LOCAL 331 DUES UNION DUES	Open	3,400.00	0.00	
V2300571	07/25/23	POLIT005	TEAMSTERS LOCAL 331 POLITICAL POLITICAL ACTION FUND	Open	18.00	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2300572	07/25/23	SOCIA005 TEAMSTERS LOCAL 331 SOCIAL	UNION SOCIAL FUND	Open	5.00	0.00	
V2300573	07/25/23	UNUMP005 UNUM/PROVIDENT LIFE & ACCIDENT	INSURANCE W/H	Open	647.82	0.00	
V2300574	07/25/23	AFLAC005 AFLAC US	INSURANCE W/H	Open	3,091.96	0.00	
V2300575	07/25/23	DEPAR015 DEPARTMENT OF THE TREASURY	FICA TAXES & FED INCOME TAX	Open	126,802.30	0.00	
V2300576	07/25/23	NJDIV015 NJ DIVISION OF TAXATION	STATE INCOME TAX	Open	20,514.16	0.00	
V2300577	07/25/23	CAPEM055 CAPE MAY COUNTY MUA	ADJUSTED PAYROLL CMCMA	Open	307,113.83	0.00	
V2300578	07/25/23	NJDIV010 NJ DIVISION OF PENSIONS	PENSION W/H	Open	99,531.72	0.00	
V2300579	07/25/23	ENTER020 ENTERPRISE FM TRUST	VEHICLE LEASE- SW ENFORCEMENT	Open	355.02	0.00	
V2300580	07/25/23	ENTER020 ENTERPRISE FM TRUST	VEHICLE LEASE-ADMINISTRATION	Open	4,499.62	0.00	
V2300581	07/25/23	ENTER020 ENTERPRISE FM TRUST	VEHICLE LEASE- WASTEWATER	Open	12,460.66	0.00	
V2300582	07/26/23	UNITE135 UNITED HEALTHCARE INSURANCE CO	Health Insur. Vision AUG 2023	Open	1,763.22	0.00	
V2300583	07/26/23	PRESS010 THE PRESS OF ATLANTIC CITY	LEGAL ADVERTISING- APRIL 2023	Open	348.62	0.00	
V2300584	07/26/23	ENTER020 ENTERPRISE FM TRUST	VEHICLE LEASE- WASTEWATER	Open	12,505.32	0.00	
V2300585	07/26/23	SAPPI005 HARRY R. SAPPPIE	HEALTH INSURANCE Q2 2023	Open	2,549.10	0.00	
V2300586	07/27/23	PASS0005 E-Z PASS	TRAVEL- ACCT# 200 0059 7011 4	Open	3,000.00	0.00	
Total Purchase Orders: 275 Total P.O. Line Items: 0 Total List Amount: 2,771,240.55 Total Void Amount: 0.00							

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	3-100	1,598,109.18	0.00	60,634.20-	1,537,474.98
WASTEWATER OPERATIONS	3-200	560,047.96	0.00	0.00	560,047.96
SOLID WASTE OPERATIONS	3-300	231,673.19	0.00	1,286.69	232,959.88
SOLID WASTE PROJECT	3-400	1,672.00	0.00	0.00	1,672.00
RENEWAL & REPLACEMENT	3-720	439,085.73	0.00	0.00	439,085.73
Total of All Funds:		2,830,588.06	0.00	59,347.51-	2,771,240.55

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 2, 2023.



Robert P. Donato, CPA
Chief Financial Officer