



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.cmcua.com

REGULAR MEETING AGENDA

August 3, 2022 @ 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 13, 2022 Regular Meeting**
6. Comments or Questions from the Public on Agenda Items
7. Announcements/Special Presentations
8. Executive Director's Personnel Report
 - Resignations/Retirements
 - Leaves of Absence and Changes in Leaves of Absence
 - Reassignments/New Hires
9. Board Reports:
 - Treasurer's Report
 - **June 30, 2022**
 - Construction Status Report
 - **July 27, 2022**
10. Wastewater Management and Solid Waste Management Programs (Combined)
 - Resolution No. 100-22** Resolution Authorizing the Purchase of Supplies, Services and Equipment from State and Cooperative Contract Vendors in excess of Bid Threshold for Fiscal Year 2022
 - Resolution No. 101-22** Resolution Authorizing the Award of a Fair and Open Contract for Professional Services General Legal Counsel for the Cape May County Municipal Utilities Authority (RFP-42-22) to Wade, Long, Wood & Long, LLC. (total not-to-exceed amount of \$180,000.00)

Resolution No. 102-22 Resolution Authorizing the Award of a Fair and Open Contract for Professional Services Auditing Services for the Cape May County Municipal Utilities Authority (RFP-43-22) to Ford Scott & Associates, LLC. (total not-to-exceed amount of \$60,000.00)

11. Wastewater Management Program

Resolution No. 103-22 Resolution Authorizing the Award of Contract CHEM-53-22 – Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities to Kuehne Chemical Co., Inc. (total not-to-exceed amount of \$1,095,000.00)

Resolution No. 104-22 Resolution Authorizing the Award of Contract CHEM-54-22 – Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities to Kemira Water Solutions, Inc. (total not-to-exceed amount of \$232,631.25)

Resolution No. 105-22 Resolution Authorizing the Award of Contract OC-23-22 – Furnish and Deliver One (1) Rotating Biological Reactor Shaft and Media Support Frame to the Ocean City Region Wastewater Treatment Facility to Parkson Corporation (total not-to-exceed amount of \$558,459.00)

Resolution No. 106-22 Resolution Authorizing the Continuation of Contract SER-26-19 (Part I – Biomonitoring) and (Part II – Other Required Testing) with Garden State Laboratories, Inc. – Provide Laboratory Services: Surface Water Testing for the Cape May County Municipal Utilities Authority Wastewater Management Program pursuant to Resolution No. 121-19 (total not-to-exceed amount for Part I \$22,750.00 and Part II \$37,040.00)

Resolution No. 107-22 Resolution Authorizing Contract Change Order No. 3 to Contract WW-EQUIP-02-20 – New Electrical Systems for Various Pump Stations with Municipal Maintenance Company

12. Solid Waste Management Program

Resolution No. 108-22 Resolution Authorizing Contract Change Order No. 1 to Contract SW-22-21 – Landfill #2 Scale House and Transfer Station Docking Stations with Portable Generator with Scafco Electric, Inc.

Resolution No. 109-22 Resolution Authorizing the Award of Contract SW-EQUIP-41-22 – Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers to Turbo Systems US Inc. (total not-to-exceed amount of \$112,000.00)

Resolution No. 110-22 Resolution Authorizing the Award of Contract TS-21-22 – Transfer Station Middle Bay Floor and Pushwall Rehabilitation to Fred M. Schiavone Construction, Inc. (total not-to-exceed amount of \$182,000.00)

Resolution No. 111-22 Resolution Authorizing Shared Services Agreement for Solid Waste Disposal and Recycling Services

13. Miscellaneous

Resolution No. 112-22 Resolution Authorizing the Renewal of Participation in a Cooperative Pricing Agreement with the County of Cape May

14. Approval of Vouchers – August 3, 2022

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

15. Public Comment

16. New Business

17. Executive Session

18. Adjournment



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MINUTES OF THE REGULAR MEETING

July 13, 2022

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

PRESENT:

Richard Rixey	Vice Chairman
William G. Burns	Treasurer
Carol A. Heenan	Member
Carol L. Saduk	Member

ALSO PRESENT:

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

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

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

The Pledge of Allegiance was recited.

Minutes

Minutes of the June 29, 2022 Regular Meeting were submitted for approval or correction.

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

Motion Carried: 3-0-1

Comments or Questions from the Public on Agenda Items

None offered.

Announcements/Special Presentations

None presented.

Executive Director's Personnel Report

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

Board Reports

Treasurer's Report

Approval of the Treasurer's Report dated May 31, 2022.

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

Motion Carried: 4-0-0

Construction Status Report – May 25, 2022 – Thomas J. LaRocco

New Electrical Systems for Various Pump Stations - This contract consists of the replacement of various pieces of equipment and electrical upgrades to twenty-one (21) pump stations distributed amongst all four of the Authority's Wastewater Regions. Work consists of implementing a complete station bypass before demolishing and replacing key existing electrical and mechanical components including cabling, conduit, transfer switches, louvers, ductwork and grounding systems. All of the stations, except 3rd Street, will become equipped with a new exterior docking station that can be used to connect to an emergency portable generator, if necessary, in the future. To date, the following twenty (20) stations are generally complete: Madison (CM), Coral (CM), Claghorn (CM), 69th Street (SM/M), 81st Street (SM/M), Mayville (SM/M), Stone Harbor Manor (SM/M), Crest Haven (SM/M), 39th Street (SM/M), Spicer (WW/L), Neptune (WW/L), Oak (WW/L), Shawcrest (WW/L), Rio Grande (WW/L), 10th Avenue (WW/L), Lower Township EDS (WW/L), Rosemary Road (WW/L), 3rd Street (OC), 32nd Street (OC) and 20th Street (OC).

The last remaining item of physical work at the Cape May Court House (SM/M) Pump Station has been completed. This project is now essentially complete.

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

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

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

Wastewater Management Program Report – July 7, 2022 – Joshua Palombo

Mr. Palombo presented the Wastewater Management Program Report.

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

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

Wastewater Management and Solid Waste Management Programs (Combined)

Resolution No. 90-22 Resolution Authorizing Award of Contract MUA-EQUIP-34-22 – Procurement of PLCs, VFDs, ETO Products and Architecture and Startup Services to United Electric Supply Co., Inc.

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

Motion Carried: 4-0-0

Resolution No. 91-22 Resolution Authorizing the Award of a Fair and Open Contract for Professional Engineering Services Related to Air Permitting Issues for the Cape May County Municipal Utilities Authority (RFP-20-22) to SCS Engineers

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

Motion Carried: 4-0-0

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

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

Motion Carried: 4-0-0

Resolution No. 93-22 Resolution Authorizing the Continuation of Contract MUA-EQUIP-55-21 with Ferguson Enterprises, LLC. – Furnish and Deliver High Density Polyethylene (HDPE) Pipe and Assorted Fittings pursuant to Resolution No. 152-21

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

Motion Carried: 4-0-0

Wastewater Management Program

Resolution No. 94-22 Resolution Authorizing the Award of Contract SER-37-22 – Loading, Hauling and Disposal of Dewatered Biosolids for Various CMCMUA Wastewater Facilities to Environmental Protection & Improvement Company, LLC.

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

Motion Carried: 4-0-0

Resolution No. 95-22 Resolution Authorizing the Award of Contract WW/L-EQUIP-09-22 – Furnish and Deliver Replacement Immersible Pumps, Motors and Various Valves at 10th and Rosemary Road Pump Stations to Mid Atlantic Pump & Equipment Company

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

Motion Carried: 4-0-0

Solid Waste Management Program

Resolution No. 96-22 Resolution Authorizing the Award of Contract SLF-28-22 – 2022 Laboratory Services for Landfill Gas Sampling and Analysis to AirNova, Inc.

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

Motion Carried: 4-0-0

Resolution No. 97-22 Resolution Authorizing the Authority's Purchasing Agent to Procure Certified Recovery and Recycling Services of CFCs, HCFCs and HFCs from Used Appliances (RFP-39-22) from SAMR, Inc.

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

Motion Carried: 4-0-0

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

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

Motion Carried: 4-0-0

Miscellaneous

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

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

Motion Carried: 4-0-0

Approval of Vouchers

Approval of the Administration Vouchers List dated July 13, 2022.

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

Motion Carried: 4-0-0

Approval of the Wastewater Operating Vouchers List dated July 13, 2022.

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

Motion Carried: 4-0-0

Approval of the Wastewater Project Vouchers List dated July 13, 2022.

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

Motion Carried: 4-0-0

Approval of the Solid Waste Operations Vouchers List dated July 13, 2022.

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

Motion Carried: 4-0-0

The total of all four (4) approved Vouchers Lists, dated July 13, 2022, was \$1,507,495.69.

Public Comment

None offered.

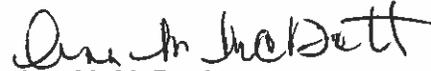
New Business

None presented.

Adjournment

There being no further business, the Regular Meeting adjourned at 2:00 p.m.

Respectfully submitted,



Ann M. McDevitt
Recording Secretary

7/13/22

RESIGNATIONS/RETIREMENTS

NAME	PROGRAM/POSITION/FACILITY	EFFECTIVE DATE	RESIGNATION or RETIREMENT
Raymond Jefferson	Wastewater/Utility Worker/Wildwood/Lower	7/31/2022	Retirement

LEAVES OF ABSENCE AND CHANGES IN LEAVES OF ABSENCE

NAME	PROGRAM/POSITION/FACILITY	FROM/TO <small>*DENOTES CHANGE</small>	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
ID# 256	Wastewater/Project Mechanic/Project Crew	7/12/2022 – 8/1/2022		X					
ID# 312	Wastewater/Project Electrician/Project Crew	7/15/2022 – 8/1/2022		X					
ID# 504	Wastewater/Operations Clerk/Seven Mile	7/20/2022 – 9/1/2022		X					

REASSIGNMENTS/NEW HIRES

NAME	FROM PROGRAM/POSITION/FACILITY	TO PROGRAM/POSITION/FACILITY	EFFECTIVE DATE
Kevin J. Whitney, II	New Hire	Administration/Senior Advisor/Administration	7/11/2022
Scott D. Cummiskey	New Hire	Solid Waste/Utility Worker/TVO/SW-Transfer Station	7/18/2022



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Respectfully Submitted by:

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

Prepared by:

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

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



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Wastewater Management Program

Administration/Construction Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Payroll Account <i>Sturdy</i>	Health Savings Account (Payroll) <i>TD Bank</i>	Total
Balance - June 1, 2022	\$ 747,711.46	\$ 1,494,628.31	\$ 4,834.27	\$ 18,099.67	\$ 2,265,273.71
Cash Receipts					
Interest Income	267.02	375.21		5.32	647.55
Sale of Surplus Equipment					-
NJUI JIF Risk Management Dividend		60,391.00			60,391.00
FEMA Reimbursement - PPE					-
Miscellaneous Reimbursements					-
Transfers - Expense Reimbursements					
Wastewater Revenue Fund	2,141,272.07				2,141,272.07
Wastewater R&R Fund					-
Wastewater Forward Financing Fund					-
Solid Waste Revenue Fund	112,061.45				112,061.45
Solid Waste Project Fund					-
Total Cash Receipts	\$ 2,253,600.54	\$ 60,766.21	\$ -	\$ 5.32	\$ 2,314,372.07
Cash Disbursements					
Monthly Expenses		1,022,492.48	838,260.87	3,126.32	1,863,879.67
Transfers - Reimbursement					
Wastewater R&R Fund					-
Transfers - Reimbursement					
Solid Waste Revenue Fund					-
Transfers - Construction Projects					
Wastewater Revenue Fund					-
Transfers - Interest Income					
Wastewater Revenue Fund	267.02				267.02
Total Cash Disbursements	\$ 267.02	\$ 1,022,492.48	\$ 838,260.87	\$ 3,126.32	\$ 1,864,146.69
Interfund Transfers	(1,856,347.10)	1,856,347.10			-
		(838,260.87)	838,260.87		-
		(4,131.60)		4,131.60	-
Total Interfund Transfers	\$ (1,856,347.10)	\$ 1,013,954.63	\$ 838,260.87	\$ 4,131.60	\$ -
Balance - June 30, 2022	\$ 1,144,697.88	\$ 1,546,856.67	\$ 4,834.27	\$ 19,110.27	\$ 2,715,499.09



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Wastewater Management Program

Project Fund

	Trustee-Held Funds Renewal and Replacement Fund <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Total
Balance - June 1, 2022	\$ 31,703,855.71	\$ 712,834.62	\$ 32,416,690.33
Cash Receipts			
Interest Income	13,812.31	202.77	14,015.08
Transfers - Expense Reimbursements			
Wastewater Construction Fund			-
Wastewater Revenue Fund	3,000,000.00		3,000,000.00
Total Cash Receipts	\$ 3,013,812.31	\$ 202.77	\$ 3,014,015.08
Cash Disbursements			
Monthly Expenses		669,171.73	669,171.73
Transfers - Expense Reimbursements			
Wastewater Construction Fund			-
Wastewater Revenue Fund			-
Transfers - Interest Income			
Wastewater Revenue Fund	13,812.31		13,812.31
Total Cash Disbursements	\$ 13,812.31	\$ 669,171.73	\$ 682,984.04
Interfund Transfers			-
Total Interfund Transfers	\$ -	\$ -	\$ -
Balance - June 30, 2022	\$ 34,703,855.71	\$ 43,865.66	\$ 34,747,721.37



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Wastewater Management Program

Revenue Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Local Daily Deposit Account <i>TD Bank</i>	Total
Balance - June 1, 2022	\$ 9,361,245.37	\$ 85,771.05	\$ 1,969,354.54	\$ 11,416,370.96
Cash Receipts				
Revenue				
User Charges			7,626,011.00	7,626,011.00
Septage/Leachate			77,416.44	77,416.44
Sludge Processing			26,219.75	26,219.75
Tower Rental			20,587.34	20,587.34
Sale of Surplus Equipment				-
Miscellaneous Reimbursements			2,865.79	2,865.79
Interest Income	2,481.25	72.08	230.77	2,784.10
Transfers - Interest Income				
Wastewater Accounts				
General Fund	1,589.86			1,589.86
Renewal and Replacement	13,812.31			13,812.31
Construction Fund	267.02			267.02
2002 Forward Financing	134.19			134.19
Rate Stabilization Fund	5.58			5.58
Transfers - Other				
Construction Fund - Projects				-
Bond Reserve Fund				-
Renewal and Replacement Fund				-
Solid Waste Revenue Fund				-
Solid Waste Project Fund				-
Total Cash Receipts	\$ 18,290.21	\$ 72.08	\$ 7,753,331.09	\$ 7,771,693.38
Cash Disbursements				
Monthly Expenses		638,218.55		638,218.55
Transfers - Expense Reimbursements				
Wastewater Construction Fund	2,141,272.07			2,141,272.07
Wastewater Bond Service Fund				-
Renewal and Replacement Fund	3,000,000.00			3,000,000.00
Solid Waste Future Construction Reserve				-
Total Cash Disbursements	\$ 5,141,272.07	\$ 638,218.55	\$ -	\$ 5,779,490.62
Interfund Transfers	9,717,454.86 (638,218.55)	638,218.55	(9,717,454.86)	-
Total Interfund Transfers	\$ 9,079,236.31	\$ 638,218.55	\$ (9,717,454.86)	\$ -
Balance - June 30, 2022	\$ 13,317,499.82	\$ 85,843.13	\$ 5,230.77	\$ 13,408,573.72



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Solid Waste Management Program

Project Fund

	Trustee-Held Funds <i>TD Wealth Mgmt.</i>	Local Checking Account <i>TD Bank</i>	Trustee-Held Funds Future Construction Reserve Fund <i>TD Wealth Mgmt.</i>	Total
Balance - June 1, 2022	\$ 584,412.95	\$ 87,800.55	\$ 12,544,471.05	\$ 13,216,684.55
Cash Receipts				
Interest Income	329.77	39.99	6,124.63	6,494.39
Transfers - Expense Reimbursements				
Solid Waste Equipment Reserve	461,692.00			461,692.00
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	\$ 462,021.77	\$ 39.99	\$ 68,624.63	\$ 530,686.39
Cash Disbursements				
Monthly Expenses		507,782.93		507,782.93
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	329.77		6,124.63	6,454.40
Total Cash Disbursements	\$ 329.77	\$ 507,782.93	\$ 6,124.63	\$ 514,237.33
Interfund Transfers	46,090.93 (507,782.93)	507,782.93	(46,090.93)	-
Total Interfund Transfers	\$ (461,692.00)	\$ 507,782.93	\$ (46,090.93)	\$ -
Balance - June 30, 2022	\$ 584,412.95	\$ 87,840.54	\$ 12,560,880.12	\$ 13,233,133.61



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Solid Waste Management Program

Revenue Fund

	Trustee-Held Funds <u>TD Wealth Mgmt.</u>	Local Checking Account <u>TD Bank</u>	Local Daily Deposit Account <u>TD Bank</u>	Prepayment Account <u>TD Bank</u>	Total
Balance - June 1, 2022	\$ 6,531,835.33	\$ 84,961.26	\$ 212,574.16	\$ 128,428.23	\$ 6,957,598.98
Cash Receipts					
Revenue					
Tipping Fees			1,457,531.52		1,457,531.52
Wood Products			58,920.45		58,920.45
Methane Revenue			22,822.59		22,822.59
IPF Recycling Revenue					-
Recycling Enhancement Grant					-
Electricity Generation			35,165.98		35,165.98
Property Rental			1,000.00		1,000.00
FEMA Reimbursement - PPE					-
Miscellaneous Reimbursements					-
Prepayments Received					-
Interest Income	2,759.58	54.76	42.56	11.56	2,868.46
Transfers - Interest Income					
Solid Waste Accounts					
Equipment Reserve Fund	687.57				687.57
Building and Site Improvements	119.49				119.49
Host Community Benefit Reserve	156.42				156.42
General Fund	9.35				9.35
Future Construction Reserve	6,124.83				6,124.83
Project Fund	329.77				329.77
Transfers - Expense Reimbursements					
Wastewater Construction Fund					-
Building and Site Improvement Fund					-
Solid Waste Project Fund					-
Future Construction Reserve Fund					-
IPF Capital Reserve Fund					-
IPF Rate Stabilization Fund					-
Host Community Benefit Fund					-
Total Cash Receipts	\$ 10,166.81	\$ 54.76	\$ 1,575,283.10	\$ 11.56	\$ 1,585,516.23
Cash Disbursements					
Monthly Expenses		400,723.93	3,335.64		404,059.57
Interest Disbursed					-
Prepayments Returned				304.95	304.95
Transfers - Expense Reimbursements					
Wastewater Construction Fund	112,061.45				112,061.45
Wastewater Revenue Fund					-
Solid Waste Project Fund					-
Transfers - Reserve Accounts					
Equipment Reserve Fund	86,667.00				86,667.00
Closure Fund	16,968.02				16,968.02
Host Community Benefit Fund	93,558.34				93,558.34
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	\$ 371,754.81	\$ 400,723.93	\$ 3,335.64	\$ 304.95	\$ 776,119.33
Interfund Transfers	1,732,476.60 (408,788.44)	408,788.44	(1,732,476.60)		-
Total Interfund Transfers	\$ 1,323,688.16	\$ 408,788.44	\$ (1,732,476.60)	\$ -	\$ -
Balance - June 30, 2022	\$ 7,493,735.49	\$ 93,080.53	\$ 52,045.02	\$ 128,134.84	\$ 7,766,995.88



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Wastewater Management Program

Investment Summary

Account Name / Bank	Purchase Date	Maturity Date	Interest Rate	Amount
Construction Fund				
New Jersey Cash Management Fund			1.09%	\$ 1,144,697.88
TD Bank - Checking			0.35%	1,546,856.67
TD Bank - Health Savings Account			0.35%	19,110.27
Sturdy Savings - Payroll			-	4,834.27
				<u>\$ 2,715,499.09</u>
Revenue Fund				
TD Bank - Money Market			0.35%	\$ 92,336.10
New Jersey Cash Management Fund			1.09%	12,776,777.34
Sturdy Savings Bank - Money Market			0.01%	4,039.01
Parke Bank - Money Market			1.00%	440,497.00
New Jersey Asset & Rebate Management Fund (NJ/ARM)			1.19%	3,850.37
TD Bank - Daily Deposit			0.35%	5,230.77
TD Bank - Checking			0.35%	85,843.13
				<u>\$ 13,408,573.72</u>
General Fund				
New Jersey Cash Management Fund			1.09%	\$ 360,000.00
Sturdy Savings Bank - Money Market			0.01%	5,675.23
Parke Bank - Money Market			1.00%	2,500,000.00
				<u>\$ 2,865,675.23</u>
Renewal and Replacement Fund				
Sturdy Savings Bank - Money Market			0.01%	\$ 8,914.87
Parke Bank - Money Market			1.00%	21,372,322.71
New Jersey Asset & Rebate Management Fund - (NJ/ARM)			1.19%	28,086.99
New Jersey Asset & Rebate Management Fund - (NJ/TERM)			0.89%	5,000,000.00
New Jersey Asset & Rebate Management Fund - (NJ/TERM)			1.05%	3,000,000.00
TD Bank - Money Market			0.35%	2,291,886.88
New Jersey Cash Management Fund			1.09%	3,002,644.26
TD Bank - Checking			0.35%	43,865.66
				<u>\$ 34,747,721.37</u>



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Wastewater Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Rate Stabilization Fund				
New Jersey Cash Management Fund			1.09%	\$ 10,811.47
				<u>\$ 10,811.47</u>
Sick and Vacation Pay Reserve Fund				
New Jersey Cash Management Fund			1.09%	\$ 325,837.80
				<u>\$ 325,837.80</u>
2002 Forward Financing Fund				
New Jersey Cash Management Fund			1.09%	\$ 260,000.00
Sturdy Savings Bank - Money Market			0.01%	9,259.47
				<u>\$ 269,259.47</u>
Bond Service Fund				
TD Bank - Money Market			0.35%	
				<u>\$ -</u>

Total Funds - Wastewater Management Program \$ 54,343,378.15



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Solid Waste Management Program

Investment Summary

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Project Fund				
TD Bank - Money Market			0.35%	\$ 2,815.77
Parke Bank - Money Market			1.00%	581,597.18
TD Bank - Checking			0.35%	87,840.54
				<u>\$ 672,253.49</u>
Revenue Fund				
TD Bank - Money Market			0.35%	\$ 58,312.09
Parke Bank - Money Market			1.00%	4,170,353.65
New Jersey Cash Management Fund			1.09%	3,258,362.98
Sturdy Savings Bank - Money Market			0.01%	6,706.77
TD Bank - Prepayment Account			-	128,134.84
TD Bank - Daily Deposit			0.35%	52,045.02
TD Bank - Checking			0.35%	93,080.53
				<u>\$ 7,766,995.88</u>
Equipment Reserve Fund				
New Jersey Cash Management Fund			1.09%	\$ 913,607.01
Sturdy Savings Bank - Money Market			0.01%	8,368.40
				<u>\$ 921,975.41</u>
Building and Site Improvement Fund				
Parke Bank - Money Market			1.00%	\$ 212,745.19
				<u>\$ 212,745.19</u>
Insurance Reserve Fund				
New Jersey Cash Management Fund			1.09%	\$ 20,241.12
Parke Bank - Money Market			1.00%	597,048.75
				<u>\$ 617,289.87</u>



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Solid Waste Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Rate Stabilization Fund				
New Jersey Cash Management Fund			1.09%	\$ 868,006.09
Sturdy Savings Bank - Money Market			0.01%	2,390.14
				<u>\$ 870,396.23</u>
IPF Rate Stabilization Fund				
New Jersey Cash Management Fund			1.09%	\$ 1,996,240.08
Sturdy Savings Bank - Money Market			0.01%	3,367.83
				<u>\$ 1,999,607.91</u>
IPF Capital Reserve Fund				
New Jersey Cash Management Fund			1.09%	\$ 645,570.77
Sturdy Savings Bank - Money Market			0.01%	2,568.62
				<u>\$ 648,139.39</u>
Closure Fund				
US Government Issues		average	1.78%	\$ 7,285,466.86
US Government Agency Issues		average	2.22%	99,106.55
First American Government Obligation Fund			1.26%	95,296.82
				<u>\$ 7,479,870.23</u>
<i>The Closure Fund is administered by US Bank under an NJDEP-stipulated Escrow Agreement</i>				
Host Community Benefit Reserve Fund				
New Jersey Cash Management Fund			1.09%	\$ 408,654.07
				<u>\$ 408,654.07</u>



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Solid Waste Management Program

Investment Summary (continued)

<u>Account Name / Bank</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>
Debt Service Fund - NJEIT Series				
New Jersey Cash Management Fund			1.09%	\$ -
Parke Bank - Money Market			1.00%	-
				<u>\$ -</u>
Project Fund II - State Grant				
New Jersey Cash Management Fund			1.09%	\$ 284,987.31
Sturdy Savings Bank - Money Market			0.01%	9,263.69
				<u>\$ 294,251.00</u>
General Fund				
Parke Bank - Money Market			1.00%	\$ 16,644.13
				<u>\$ 16,644.13</u>
Future Construction Reserve Fund				
Parke Bank - Money Market			1.00%	\$ 9,059,459.37
New Jersey Asset & Rebate Management Fund - (NJ/TERM)			1.05%	3,500,000.00
Sturdy Savings Bank - Money Market			0.01%	1,420.75
				<u>\$ 12,560,880.12</u>

Total Funds - Solid Waste Management Program \$ 34,469,702.92



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Cash Management Plan Compliance Statements

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

None

2. Summary of Securities Owned - ***

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

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

<u>Program</u>	<u>Securities</u>	<u>Other</u>	<u>Total</u>
Wastewater	\$ -	\$ 19,339.96	\$ 19,339.96
Solid Waste	-	12,617.06	12,617.06
Total	\$ -	\$ 31,957.02	\$ 31,957.02

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

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

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



Cape May County Municipal Utilities Authority

Treasurer's Report

for the month ended June 30, 2022

Cash Management Plan Compliance Statements (continued)

5. Summary of Funds as of June 30, 2022

<u>Official Depositories</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Total</u>
Parke Bank	\$ 24,312,819.71	\$ 14,637,848.27	\$ 38,950,667.98
Sturdy Savings Bank	32,722.85	34,086.20	66,809.05
TD Bank NA	4,085,129.48	422,228.79	4,507,358.27
Other Official Funds			
New Jersey Cash Management	17,880,768.75	8,395,669.43	26,276,438.18
New Jersey Asset and Rebate Management Fund	31,937.36	-	31,937.36
New Jersey Asset and Rebate Management Fund - NJ/TERM	<u>8,000,000.00</u>	<u>3,500,000.00</u>	<u>11,500,000.00</u>
	\$ 54,343,378.15	\$ 26,989,832.69	\$ 81,333,210.84
Closure Fund ***	<u>-</u>	<u>7,479,870.23</u>	<u>7,479,870.23</u>
Total Funds	<u>\$ 54,343,378.15</u>	<u>\$ 34,469,702.92</u>	<u>\$ 88,813,081.07</u>

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

	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Total</u>
Total Funds Available for Investment	<u>\$ 54,343,378.15</u>	<u>\$ 26,989,832.69</u>	<u>\$ 81,333,210.84</u>
Funds Available for Investment In New Jersey Local Government Unit Securities - 30% of Total Available	\$ 16,303,013.45	\$ 8,096,949.81	\$ 24,399,963.26
New Jersey Local Government Unit Securities - Investments	<u>-</u>	<u>-</u>	<u>-</u>
Net Funds Available for Investment in New Jersey Local Government Unit Securities	<u>\$ 16,303,013.45</u>	<u>\$ 8,096,949.81</u>	<u>\$ 24,399,963.26</u>

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

MEMORANDUM

July 27, 2022

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

The following is a summary status report of the Authority's on-going projects for the period July 7, 2022 through July 27, 2022.

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

Contractor: Fred M. Schiavone Construction

The purpose of this contract is to consolidate and relocate those utilities at the Sludge Transfer Facility that will be required to maintain operations at the Facility during and after the future demolition of several structures at the Facility. Since the last report, the Contractor has been working primarily within the existing Reactor Biofilter Control Building for the purpose of converting it to the Sludge Transfer Station Electrical Control Building. New electrical equipment has been installed and the connection of wiring is ongoing. On July 8th, Atlantic City Electric installed a new utility pole to serve the reconfigured site. The Contractor installed new PVC conduit to the pole and grounding to protect the pole. Buried conduit to the existing electrical block heaters was also installed.

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

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

Contractor: Ocean Construction

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

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

MEMORANDUM

July 27, 2022

Page 2

° **Project:** Contract No. WW-15-22-REBID
Various Regions
Ocean Outfall Inspection and Diffuser Replacement
at Various Locations

Contractor: MidAtlantic Engineering Partners

The purpose of this contract is to complete an inspection of all the diffusers, riser pipes and clean outs at the Ocean City, Avalon and Wildwood Crest ocean outfall locations, and to replace missing riser pipes and diffusers on an “if and where directed” basis. This project was awarded on June 29, 2022. Notice to Proceed was issued effective July 18, 2022. A kick-off meeting was conducted on July 21, 2022. Work will proceed depending upon marine conditions.

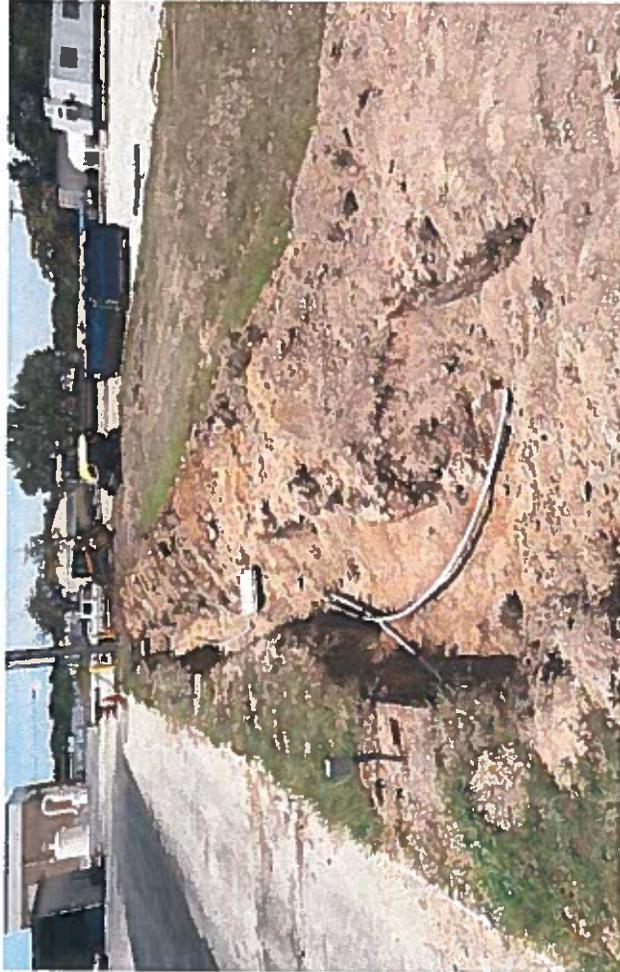
Contract Amount: \$91,900.00
Paid to Date: \$ 0.00
Completion Date: September 30, 2022

TJL:amm

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



ACE installing new utility pole (7-8-22)



Running new conduits to existing block heaters (7-18-22)



Installing grounding at the new utility pole (7-13-22)



Landing wiring at new equipment within the Electrical Control Building (7-20-22)

SCF-27-21 / SLUDGE TRANSFER FACILITY UTILITY CONSOLIDATION

Cape May County Municipal Utilities Authority

RESOLUTION NO. 100-22

RESOLUTION AUTHORIZING THE PURCHASE OF SUPPLIES, SERVICES AND EQUIPMENT FROM STATE AND COOPERATIVE CONTRACT VENDORS IN EXCESS OF BID THRESHOLD FOR FISCAL YEAR 2022

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. 13-22, dated February 2, 2022, by Resolution No. 30-22, dated March 16, 2022 and by Resolution No. 74-22, dated June 15, 2022 authorized its Qualified Purchasing Agent to purchase supplies, services and equipment in excess of the bid threshold from a list of State Contract and Cooperative Contract vendors during 2022; and,

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, 2022, 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. Rixey						
Ms. Saduk						
Mr. Betts						

I hereby certify the foregoing to be a true and correct copy of Resolution No. 100-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

July 25, 2022

MEMORANDUM

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

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

RE: 2022 Authorization for Purchases via State and Cooperative Contracts – 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 and Cooperative Contract Vendors. Three (3) Resolutions have been adopted by the Authority Board for the 2022 calendar year: February 2, 2022, Resolution No. 13-22; March 16, 2022, Resolution 30-22; June 15, 2022, Resolution 74-22.

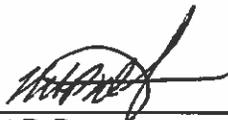
I have reviewed the current State, National, and Cooperative Contracts list and have updated the list to include additional recommended Cooperative Contracts of ESCNJ (Educational Services Commission of New Jersey):

- 1. ESCNJ Contracts
 - a. 22/23-08 – Furniture & Accessories: The HON Company LLC
 - b. 22/23-08 – Furniture & Accessories: W. B. Mason Co. Inc.

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

It is therefore recommended that the Authority adopt a resolution authorizing the purchase of budgeted items from the updated State, National, and Cooperative Contract Vendors List, as identified on "Attachment A", at its August 3, 2022 regular meeting.

Approval



 Robert P. Donato
 Chief Financial Officer

7/25/2022

 Date

Concurrence



 Joseph V. Rizzuto
 Executive Director

07/27/22

 Date

KWM:
Enclosures
c: Ms. Ann M. McDevitt

2022 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	40142 / 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.	CENTR035	Plumbing/Heating Supplies & Equipment	89796 / T3027
Chapman Ford Sales, Inc.	CHAPM005	OEM Auto Parts Light Duty Vehicles, Under 15000	19-FLEET-00923 / T2760
Chapman Ford Sales, Inc.	CHAPM005	Non-OEM Auto Parts (under 15,000 GVW)	86006 / T2761
Chapman Ford Sales, Inc.	CHAPM005	Parts Heavy Duty Vehicles Over 15,000	42072 / T2085
Charles Michel	TBD	Parts & repair Lawn & Grounds Equipment	43026 / T2187
Charles Michel	TBD	Parts Heavy Duty Vehicles Over 15,000	42089 / T2085
Chas. S. Winner	CHASS005	Vehicles (Various)	Various
Cherry Valley	CHERR005	Parts/Repair Lawn & Grounds Equip.	43022 / T2187
CISCO Systems, Inc.	TBD	Data Comm. & Network Equipment	21-TELE-01506 / M7000
CISCO Systems, Inc.	TBD	Naspro Valuepoint Computer (Servers)	89966 / M0483

2022 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 Under 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

2022 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
Grainger	GRAIN005	Industrial Supplies	19-Fleet-00566 / M0002
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
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
Houper Truck	HOUPE005	Parts Heavy Duty Vehicles Over 15000	19-FLEET-00695 / T2085
Houper Truck	HOUPE005	Maint & Repair Heavy Duty Vehicles Over 15000	89275 / T2108
IBM Corporation	TE000005	Naspro Valuepoint Computer	40047 / M0483
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	TBD	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	40121 / M0483
Lilliston Ford, Inc.	TBD	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

ATTACHMENT "A"

2022 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
Mall Chevrolet, Inc.	MALLC005	Various Vehicles	Various
McCarthy Tires	MCCAR010	Tires (Bridgestone)	19-FLEET-00708 / M8000
Mercer Spring	SPRIN025	Maint/Repair Heavy Duty Vehicles Over 15,000	89285 / T2108
Merchantville Overhead Door	MERCH005	Overhead/Rolling Doors & Operators, Repair/Replace	21-GNSV-01461 / T1343
Metal Supply Center, LLC	METAL005	Metals, Steel, Alum.	19-FLEET-01113 / T0220
Microsoft Corporation	MICRO015	Naspro Valuepoint Computer (Laptops/Tablets)	40166 / M0483
MSA Safety Sales, LLC	MSASA010	Protective Clothing & Equipment	20-FLEET-01124 / T0790
Municibid	TBD	On-Line Auctions	19-GNSV1-00696 / T2581
NJ Business Systems	NEWJE025	Network Equip/Consulting Wireless	83899 / T0109
NJ Door Works, LLC	TBD	Overhead/Rolling Doors & Operators, Repair/Replace	21-GNSV1-01462 / T1343
NWM Corporation	TBD	Data Communication Equipment	21-TELE-01506 / M7000
Panasonic Corp. of North America	TBD	Naspro Valuepoint Computer	89980 / M0483
Palo Alto Networks	TBD	Data Communications Equipment	20-TELE-01195 / M7000
Pedroni	PEDRO005	Gas	19-FLEET-00971 / T0083
Pemberton	PEMBE005	Electric Equip, Associated with Lamps	88955 / T2419
Pemberton	PEMBE005	Electrical Equipment & Supplies Statewide	21-FOOD-01747 / T0167
Pitney Bowes	PITNE005	Mailroom Equipment and Maintenance	41258 / T0200
PKA Technologies	PKATE005	Data Communications Equipment	20-TELE-01195 / M7000
Procomm Systems Inc.	PROCO010	Radio Communications Equipment (Harris)	83931 / T0109
Pure Storage, Inc.	TBD	Naspro Valuepoint Computer	89981 / M0483
Raritan Supply Company	RARIT015	Plumbing/Heating Supplies & Equipment	89801/T3027
R.E. Pierson Materials	TBD	Crushed Stone, Sand & Gravel	87741 / T0142
R.E. Pierson Materials	TBD	Hot Mix Asphalt (Pick Up Only)	18-FLEET-00636 / T0155
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	TBD	Overhead/Rolling Doors & Operators, Repair / Replace	21-GNSV1-01462 / T1343
SHI International Corp.	SHIN005	Data Communications Equipment	20-TELE-01195 / M7000
SHI International Corp.	SHIN005	Data Communications Equipment	21-TELE-01506 / M7000
SHI International Corp.	SHIN005	Naspro Valuepoint Computer (Dell)	19-TELE-00656 / M0483
SHI International Corp.	SHIN005	Naspro Valuepoint Computer (EMC Corp.)	89968 / M0483
SHI International Corp.	SHIN005	Naspro Valuepoint Computer (HP)	89974 / M0483
SHI International Corp.	SHIN005	Naspro ValuePoint Computer Equip. Peripherals, Serv.	40116 / M0483

2022 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
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	TBD	Ultra Low Sulfur & Bio Diesel 2,500 Gallons and Up	19-FOOD-01101 / T1845
Stewart Business Systems	STEWAA005	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 Warshauer Generator	WBMAS005	Office Supplies	0000003 / T0052
Warshauer Generator	TBD	Maint/Repair and Replace Srv's Comm Generator	21-GNSV1-01587 / T2732
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	TBD	Software Reseller Services	20-TELE-01509 / T3121
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	TBD	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
Sherwin Williams - See Price Sheets on StaffNet	SHERW005	Paint & Supplies	ESCNJ 19/20-14
Stertil-Koni USA	STERT005	Vehicle Service Lifts & Accessories	ESCNJ 18/19-36
W.B. Mason	WBMAS005	Office Furniture & Accessories	ESCNJ 22/23-08
V.E. Rapph & Son, Inc.	VERAL005	Emergency Medical Products	ESCNJ-20/21-44

2022 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS			
VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
Hunterdon County Educational Services Commission ID#34-HUNCCP			
F.W. Webb	FWWEB005	Industrial Supplies & Equip	<u>HCESC-Cat-19-09</u>
Ferguson Enterprises, LLC	FERGU020	Industrial Supplies & Equip	<u>HCESC-Cat-19-09</u>
Hilti, Inc.	HILTI005	Industrial Supplies & Equip	<u>HCESC-Cat-19-09</u>
New Jersey Door Works, LLC	TBD	Overhea Door Repair and Replacement	<u>HCESC-Cat/Ser-21-03</u>
North Jersey Wastewater Cooperative - ID# 88-NJWCPS			
A.C. Schultes	SCHUL005	Repair Pumps & Motors	<u>B-279-6</u>
Applied Industrial Technologies	APPLI015	Furnish and Deliver Various Belts	<u>B299A-2</u>
Applied Analytics, Inc.	APPLI020	Various Mfgs. Equip. & Spare Parts	<u>B-270-3</u>
Dave Heiner Associates, Inc.	DAVEH005	Instrumentation Equipment, Parts & Supplies	<u>B-295-2</u>
Eastern Industrial Automation, Inc.	EASTE105	Furnish and Deliver Various Belts	<u>B-262-3</u>
Ferguson Enterprises, LLC	FERGU020	Hose Couplings and Fittings	<u>B-224A</u>
Ferguson Enterprises, LLC	FERGU020	Safety Equipment and Supplies	<u>B267A-3</u>
GMH Associates of America, Inc.	TBD	Various Mfgs. Equip. & Spare Parts	<u>B-270-5</u>
GP Jager, Inc.	GPJAG005	Various Mfgs. Equip. & Spare Parts (JWC)	<u>B-270-6</u>
GJ Oliver, Inc	TBD	Various Pumps & Motors-Repair-Replacement-Install	<u>B279-9</u>
Ironbound Supply Company	IRONB005	Pipe Fittings, Valves and Accessories	<u>B-263-1</u>
Municipal Maintenance Co., Inc.	MUNIC010	Various Pumps & Motors-Repair-Replacement-Install	<u>B-279-4</u>
NSI Neal Systems, Inc.	NSINE005	Instrumentation Equipment, Parts & Supplies	<u>B-295-6</u>
PCS Pump & Process, Inc.	PCSPU005	Instrumentation Equipment, Parts & Supplies	<u>B-295A-4</u>
Precision Electric Motor	PREC1005	Various Pumps & Motors-Repair-Replacement-Install	<u>B279-8</u>
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-295-1</u>
Rapid Pump and Meter Service	SERCO005	Various Pumps & Motors-Repair-Replacement-Install	<u>B-279-7</u>
Rapid Pump and Meter Service	SERCO005	Instrumentation Equipment, Parts & Supplies	<u>B295-8</u>
Raritan Supply Company	RARIT015	Pipe Fittings, Valves and Accessories	<u>B-305A-1</u>
Reiner Pump Systems	REINE005	ABS/Suizer, Seepex Equipment & Supplies	<u>B-270-4</u>
Teledyne Isco	ISCO0005	Instrumentation Equipment, Parts & Supplies	<u>B-295A-5</u>
Turtie & Hughes, Inc.	TURTL005	Instrumentation Equipment, Parts & Supplies	<u>B-295-4</u>

ATTACHMENT "A"

2022 STATE CONTRACT AND COOPERATIVE CONTRACT VENDORS

VENDOR	VENDOR ID	CONTRACT DESCRIPTION	CONTRACT #
Turtle & Hughes, Inc.	TURTL005	Various Mfgs. Equip. & Spare Parts	B-270-8
Willier Electric Motor Repairs	WILLI005	Various Pumps & Motors-Repair-Replacement-Install	B-279-2-2
Southern New Jersey Cooperative - ID# 271SNJPC			
Carbon Activated Corp.	CARBO010	Supply & Disposal of Activated Carbon	2021-WW-10
David Weber Oil Co.	DAVID005	Oils, Lubricants, Greases and Lubricants	2022-SW-01

Cape May County Municipal Utilities Authority

RESOLUTION NO. 101-22

RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR PROFESSIONAL SERVICES GENERAL LEGAL COUNSEL FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY (RFP-42-22) TO WADE, LONG, WOOD & LONG, LLC

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has a need for Professional General Legal Counsel Services; and,

WHEREAS, the CMCMUA, on July 5, 2022, advertised a Request for Proposals, RFP-42-22, entitled "Professional Services General Legal Counsel for the Cape May County Municipal Utilities Authority" ("RFP"); and,

WHEREAS, Proposals were received from four (4) Legal Firms; and,

WHEREAS, Wade, Long, Wood & Long, LLC submitted a Proposal on July 26, 2022 in response to the Authority's RFP solicited pursuant to the New Jersey Local Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et. seq.) to provide said services in accordance with the schedule of rates contained therein; and,

WHEREAS, following evaluation of the Proposals received, the Authority's Administrative Committee has identified Wade, Long, Wood & Long, LLC, 1250 Chews Landing Road, Suite 1, Laurel Springs, NJ 08021 as a firm which best meets the legal needs of the CMCMUA under the RFP; and,

WHEREAS, Wade, Long, Wood & Long, LLC 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 Wade, Long, Wood & Long, LLC for the purpose of providing General Legal Counsel Services detailed in the RFP in accordance with the schedule of rates contained in their Proposal; 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 has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority that it hereby awards a Professional Services Contract to Wade, Long, Wood & Long, LLC to perform Professional Services for General Legal Counsel in accordance with a Proposal submitted by said firm on July 26, 2022, the provisions therein to be incorporated into a contract to be executed and filed with the Authority's Office Manager.

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

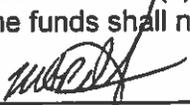
1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.

- 2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute an agreement with Wade, Long, Wood, & Long LLC for Professional Services General Legal Counsel in accordance with the schedule of rates on file with the Authority's Office Manager in an amount not-to-exceed \$180,000.00.
- 3. The term of this contract shall be September 1, 2022 through August 31, 2023.
- 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.

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

CERTIFICATION OF FUNDS

I, Robert P. Donato, CPA, Chief Financial Officer of the Cape May County Municipal Utilities Authority, hereby certify that there is currently available in the official budget of the Authority, funds for RFP-42-22 – Professional Services General Legal Counsel with Wade, Long, Wood, & Long LLC for a total not-to-exceed amount of \$180,000.00 under the line item appropriation or account number(s) 100-0000-612-10-00, 200-0900-612-10-00 and 300-2400-612-10-00. 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. 101-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

 Assistant Corporate Secretary

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CONTRACT FACT SHEET

PROJECT INFORMATION

Project Name: Professional Services General Legal Counsel

Purpose and Scope of Contract: General Legal Counsel to the Authority shall perform all services of a legal nature with regard to the planning, design, operation and management of the Wastewater and Solid Waste Programs of the CMCMUA, on an as-needed basis, as requested by the Authority, or as mandated by the requirements of law.

PROCUREMENT INFORMATION

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

Contract Number: RFP-42-22

Term of Contract: One (1) Year **Option to Renew:** No Yes

Bid Guarantee: No Yes

Consent of Surety: No Yes

Liquidated Damages: No Yes, Basis:

Engineer's Estimate: \$180,000.00

Advertisement Date: July 5, 2022

Opening Date: July 26, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Wade, Long, Wood & Long, LLC **Address:** 1250 Chews Landing Road, Suite 1
Gloucester Township, Laurel Springs, NJ 08021

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$180,000.00

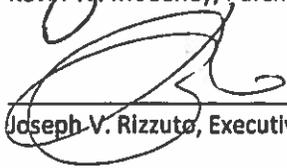
Contract Spending Previous Contract Year to Date: Total \$109,943.75 (WW: \$27,930.00; SW: \$30,639.00; Admin.: \$51,374.75)



Kevin W. McGahey, Purchasing Agent Date 07-27-2022



Robert P. Donato, Chief Financial Officer Date 7/27/2022



Joseph V. Rizzuto, Executive Director Date 07/27/22

Cape May County Municipal Utilities Authority

RESOLUTION NO. 102-22

RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR PROFESSIONAL SERVICES AUDITING SERVICES FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY (RFP-43-22) TO FORD, SCOTT & ASSOCIATES, LLC

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has a need for Professional Auditing Services; and,

WHEREAS, the CMCMUA, on July 8, 2022, advertised a Request for Proposals, RFP-43-22, entitled "Professional Services Auditing Services for the Cape May County Municipal Utilities Authority" ("RFP"); and,

WHEREAS, Proposals were received from one (1) Auditing Firm; and,

WHEREAS, Ford, Scott & Associates, LLC submitted a Proposal on July 26, 2022 in response to the Authority's RFP solicited pursuant to the New Jersey Local Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et. seq.) to provide said services in accordance with the schedule of rates contained therein; and,

WHEREAS, following evaluation of the Proposal that met the minimum qualifications of the RFP, the Authority's Review Committee has identified Ford, Scott & Associates, LLC, 1535 Haven Avenue, Ocean City, NJ 08226 as a firm which best meets the auditing needs of the CMCMUA under the RFP; and,

WHEREAS, Ford, Scott & Associates, LLC 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 Ford, Scott & Associates, LLC for the purpose of providing Auditing Services detailed in the RFP in accordance with the schedule of rates contained in their Proposal; 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 Ford, Scott & Associates, LLC to perform Professional Auditing Services in accordance with a Proposal submitted by said firm on July 26, 2022, the provisions therein to be incorporated into a contract to be executed and filed with the Authority's Office Manager.

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

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

2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute an Agreement for Professional Services with the auditing firm of Ford, Scott & Associates, LLC. The Agreement shall be consistent with the Authority's Request for Proposals dated July 8, 2022 and the Proposal submitted on July 26, 2022 by Ford, Scott & Associates, LLC.
3. Ford, Scott & Associates, LLC shall be compensated within a not-to-exceed Budget of \$50,000.00 to prepare the 2022 Annual Audit Report; prepare the 2022 Annual Landfill Closure Escrow Fund Audit Report; any additional audit requirements as contained in the Federal Single Audit Act of 1984; and provide assistance to the CCMUA Staff in the preparation and submission of the Authority's proposed Wastewater and Solid Waste Budgets for Fiscal Year 2022. An additional Supplemental Services Budget in the not-to-exceed amount of \$10,000.00 is approved for the conduct of additional non-routine audit or accounting requirements, to be authorized by the Authority's Executive Director or Chief Financial Officer, on an as-needed basis, and reimbursed based on the Auditor's established hourly time charges as contained in the Proposal submitted by Ford, Scott & Associates, LLC on July 26, 2022.
4. The term of this contract shall be September 1, 2022 through August 31, 2023.
5. 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.
6. 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.
7. A copy of this Resolution, or a notice thereof, shall be published in an official Authority newspaper.
8. 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 Services Auditing Services under Contract RFP-43-22 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 \$60,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 102-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Professional Services – Auditing Services

Purpose and Scope of Contract: The auditing firm, having auditors licensed in the State of New Jersey as certified public accountants and registered municipal accountants, will serve as the Authority's independent auditor. The firm will audit the financial statements of the Authority's Landfill Closure Escrow Fund as of September 30, 2021, and will audit the Authority's basic financial statements as of December 31, 2021. The auditing firm may be called upon to provide general consulting services, including, but not limited to, annual budget preparation, current and future bond indebtedness, and cash flow analyses.

PROCUREMENT INFORMATION

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

Contract Number: RFP-43-22 **Term of Contract:** One (1) Year **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: ,Basis:

Engineer's Estimate: \$60,000.00

Advertisement Date: July 8, 2022 **Opening Date:** July 26, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Ford Scott & Associates, LLC. **Address:** 1535 Haven Avenue
Ocean City, NJ 08226

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

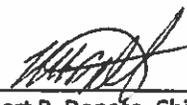
Funding: Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

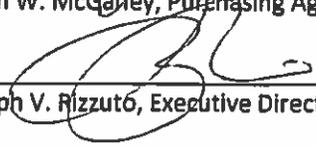
Contract Value, Not-To-Exceed: \$60,000.00

Contract Spending Previous Contract Year: \$34,696.00



Kevin W. McGahey, Purchasing Agent

07-27-2022  7/27/2022
Date Robert P. Donato, Chief Financial Officer Date



Joseph V. Rizzuto, Executive Director

07/27/22
Date

Cape May County Municipal Utilities Authority

RESOLUTION NO. 103-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT CHEM-53-22 – FURNISH AND DELIVER SODIUM HYPOCHLORITE TO CMCMUA REGIONAL WASTEWATER TREATMENT FACILITIES TO KUEHNE CHEMICAL CO., INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract CHEM-53-22 - Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bid on July 19, 2022; and,

WHEREAS, the Authority's Wastewater Program Manager has reviewed the bid submitted by the sole bidder, Kuehne Chemical Co., Inc., and has determined that it complies with the Technical Specifications of the Contract and recommends Kuehne Chemical Co., Inc. be awarded said Contract; and,

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

WHEREAS, the Authority's Chief Financial Officer and Executive Director concur with said recommendation; and,

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Kuehne Chemical Co., Inc., 86 North Hackensack Avenue, South Kearney, NJ 07032, is responsive bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract CHEM-53-22 in the not-to-exceed amount of \$1,095,000.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract CHEM-53-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded Kuehne Chemical Co., Inc. for a total not-to-exceed amount of \$1,095,000.00.
3. The term of this Contract is six (6) months from execution of the Contract by all parties, with an option to renew for two (2), six (6) month renewal options, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities under Contract 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 \$1,095,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 103-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

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)
 Construction

Professional Services
 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
 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: ;
Options to Renew remaining:

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

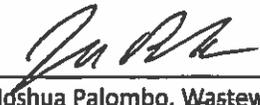
Funding:

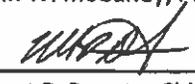
Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

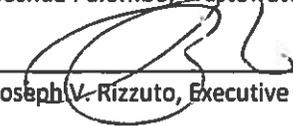
Contract Value, Not-To-Exceed: \$1,095,000.00

Contract Spending Previous Contract Year: \$609,084.57


Kevin W. McGahey, Purchasing Agent
Date: 07-27-2022


Joshua Palombo, Wastewater Program Manager
Date: 7/27/22


Robert P. Donato, Chief Financial Officer
Date: 7/27/2022


Joseph V. Rizzuto, Executive Director
Date: 08/12/22

ENGINEER'S ESTIMATE :		OPENING DATE:	Kuehne Chemical Co., Inc.					
\$1,000,000.00		TUESDAY, JULY 19, 2022 @ 2:00 P.M.						
CONTRACT NUMBER AND TITLE		CHEM-53-22 FURNISH AND DELIVER SODIUM HYPOCHLORITE TO CMC/UA REGIONAL WASTEWATER TREATMENT FACILITIES						
ITEM	DESCRIPTION	QTY.	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	MANUFACTURER AND TRADE NAME OF 15% SODIUM HYPOCHLORITE		Kuehne Chemical Co., Inc.					
2	COUNTRY OF ORIGIN		USA					
3	FIRM(S) DELIVERING CHEMICAL		Kuehne Chemical Co., Inc. Hassel Transport					
4	UNIT PRICE PER GALLON OF 15% SODIUM HYPOCHLORITE	1	\$ 1.825					
5	SPILL COMPENSATION AND CONTROL TAX	1	\$ -					
6	ADJUSTED UNIT PRICE PER GALLON OF 15% SODIUM HYPOCHLORITE	600,000	\$ 1.825					
7	TOTAL CONTRACT PRICE		\$ 1,095,000.000					
	BIDDER'S CHECKLIST	Required	Provided					
	BID GUARANTEE	x	yes					
	CONSENT OF SURETY	x	yes	approved provider				
	STATEMENT OF OWNERSHIP DISCLOSURE	x	yes	approved provider				
	NON-COLLUSION AFFIDAVIT	x	yes					
	EMERGENCY CONTACT INFORMATION	x	yes					
	BIDDER'S EXPERIENCE / REFERENCES	x	yes					
	SDS (SAFETY DATA SHEETS)	x	yes					
	MANUFACTURER'S SPECIFICATION SHEET	x	yes					
	REFERENCES FOR EQUIVALENT PRODUCTS (IF APPLICABLE)	x	NA					
	PROPOSAL FORM(S)	x	yes					
	ADDENDA ACKNOWLEDGEMENT	x	yes					
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		yes					
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes	valid				
	IRS FORM W-9		yes					
	INSURANCE CERTIFICATE		yes	CMCMUA named				
	MANDATORY AFFIRMATIVE ACTION		yes	15-Jan-2025				

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 21, 2022

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

**RE: Furnish and Deliver Sodium Hypochlorite to CMCMA Regional Wastewater
Treatment Facilities
CHEM-53-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to the Contract for CHEM-53-22 to Furnish and Deliver Sodium Hypochlorite to Cape May County Municipal Utilities Authority ("CMCMA" and/or "Authority") Regional Wastewater Treatment Facilities. The CMCMA received one (1) bid for the Contract. The bid was submitted on Tuesday, July 19, 2022, at 2:00 p.m. as follows:

VENDOR

TOTAL CONTRACT PRICE

1. Kuehne Chemical Co., Inc.

\$1,095,000.00

II. FACTUAL ANALYSIS

The bid specifications sought bids for a vendor to supply and deliver approximately 600,000 gallons of fifteen percent (15%) sodium hypochlorite (NaOCl), to be used for disinfection and odor control purposes, 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. See Bid Specifications – Section IV(1.0) – Technical Specifications, Summary of Work. The specifications make clear that the quantities listed in the bid are provisional and no guarantee is given or implied as to the total quantity that will be purchased during the contract period. See Bid Specifications – Section IV(4.0) – Technical Specifications, Quantity.

RE: Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities
CHEM-53-22

Following review of the bids submitted, the apparent low bid for the above referenced contract was submitted by Kuehne Chemical Co., Inc. ("Kuehne"). Following my review of the bid, no defects were uncovered, and the bid 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, Mr. Palombo opined that bid submitted by Kuehne complies with the technical specifications and recommended award of the contract to Kuehne.

III. LEGAL ANALYSIS

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

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

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

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

RE: Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities
CHEM-53-22

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

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

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

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

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

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

RE: Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities
CHEM-53-22

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

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

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

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

As outlined above, the bid submitted by Kuehne contained no defects and complied with the specifications from a legal and technical perspective. 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. KUEHNE CHEMICAL CO., INC.'S BID

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

1. Bidder's Checklist;
2. Bid Bond;
3. Power of Attorney;
4. Extract from Company By-Laws.
5. Consent of Surety;
6. Power of Attorney;
7. Surety Disclosure Statement and Certification;
8. Surety Financial Statement;
9. Statement of Ownership Disclosure Form;
10. Corporate Resolution;

RE: Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities
CHEM-53-22

11. Non-Collusion Affidavit;
12. Emergency Contact Information;
13. Bidder's Experience/References;
14. Safety Data Sheets;
15. Product Specification Sheets;
16. Proposal;
17. Acknowledgment of Receipt of Addenda;
18. Disclosure of Investment Activities in Iran Form;
19. New Jersey Business Registration Certificate;
20. IRS Form W-9;
21. Certificate of Liability Insurance;
22. Certificate of Employee Information Report;
23. Assurance Letter;
24. Product Information;
25. Public Works Contractor Registration Act Certificate.

The bid submitted by Kuehne is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for contract CHEM-53-22, to Furnish and Deliver Sodium Hypochlorite to CMCMUA Regional Wastewater Treatment Facilities on behalf of the CMCMUA is Kuehne Chemical Co., Inc. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to Kuehne, subject to staff concurrence and the availability of funds.

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

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

Christopher F. Long

Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 104-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT CHEM-54-22 – FURNISH AND DELIVER LIQUID FERRIC CHLORIDE TO CMCMUA REGIONAL WASTEWATER TREATMENT FACILITIES TO KEMIRA WATER SOLUTIONS, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract CHEM-54-22 - Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bid on July 19, 2022; and,

WHEREAS, the Authority's Wastewater Program Manager has reviewed the bid submitted by the sole bidder, Kemira Water Solutions, Inc., and has determined that it complies with the Technical Specifications of the Contract and recommends Kemira Water Solutions, Inc. be awarded said Contract; and,

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

WHEREAS, the Authority's Chief Financial Officer and Executive Director concur with said recommendation; and,

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, KS 66049, is responsive bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract CHEM-54-22 in the not-to-exceed amount of \$232,631.25; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract CHEM-54-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded Kemira Water Solutions, Inc. for a total not-to-exceed amount of \$232,631.25.
3. The term of this Contract is six (6) months from execution of the Contract by all parties, with an option to renew for two (2), six (6) month renewal options, by mutual agreement, subject to the availability and appropriation of sufficient funds for this activity.
4. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said Contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount of Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities under Contract 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 \$232,631.25.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 104-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

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

Bld 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 1 year option to renew under original Contract Terms and Conditions, Option Dates: ;
Options to Renew remaining:
 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: \$232,631.25

Contract Spending Previous Contract Year: \$78,871.48

 _____ / 07-27-2022 _____ / 7/27/22
Kevin W. McGahey, Purchasing Agent Date Joshua Palombo, Wastewater Program Manager Date

 _____ / 7/27/2022 _____ / 07/27/22
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 22, 2022

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

**RE: Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater
Treatment Facilities
CHEM-54-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to the Contract for CHEM-54-22 to Furnish and Deliver Liquid Ferric Chloride to Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") Regional Wastewater Treatment Facilities. The CMCMUA received one (1) bid for the Contract. The bid was submitted on Tuesday, July 19, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>TOTAL CONTRACT PRICE</u>
1. Kemira Water Solutions, Inc.	\$232,631.25
<u>Engineer's Estimate</u>	<u>\$300,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought bids for a vendor to supply and deliver approximately 375,000 pounds of liquid ferric chloride, to be used as a wastewater flocculent prior to the primary clarifiers and to oxidize hydrogen sulfide in gravity sewers and sludge storage tanks, to the CMCMUA's Ocean City Regional Wastewater Treatment Facility, 3rd Street Pump Station, 49th Street Chemical Additional Facility, Seven Mile Beach/Middle Regional Wastewater Treatment Facility, Wildwood/Lower Wastewater Treatment Facility, and the Cape May Regional Wastewater Treatment Facility. See Bid Specifications – Section IV(1.0) – Technical Specifications, Summary of Work. The specifications make clear that the quantities listed

RE: Furnish and Deliver Liquid Ferric Chloride to CMCMA Regional Wastewater Treatment Facilities
CHEM-54-22

in the bid are provisional and no guarantee is given or implied as to the total quantity that will be purchased during the contract period. See Bid Specifications – Section IV(4.0) – Technical Specifications, Quantity.

Following review of the bids submitted, the apparent low bid for the above referenced contract was submitted by Kemira Water Solutions, Inc. (“Kemira”). Following my review of the bid, no defects were uncovered, and the bid 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, Mr. Palombo opined that bid submitted by Kemira complies with the technical specifications and recommended award of the contract to Kemira.

III. LEGAL ANALYSIS

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

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

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

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

RE: Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities
CHEM-54-22

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;”

RE: Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities
CHEM-54-22

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

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

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

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

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

As outlined above, the bid submitted by Kemira contained no defects and complied with the specifications from a legal and technical perspective. 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. KEMIRA WATER SOLUTIONS, INC.'S BID

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

1. Bidder's Checklist;
2. Bid Bond;
3. Power of Attorney;
4. Extract from Company By-Laws.
5. Consent of Surety;
6. Power of Attorney;
7. Statement of Ownership Disclosure Form;
8. Corporate and Stockholder Information;

RE: Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities
CHEM-54-22

9. Non-Collusion Affidavit;
10. Emergency Contact Information;
11. Bidder's Experience/References;
12. Safety Data Sheets;
13. Technical Data Sheet;
14. Proposal;
15. Acknowledgment of Receipt of Addenda;
16. Disclosure of Investment Activities in Iran Form;
17. New Jersey Business Registration Certificate;
18. IRS Form W-9;
19. Certificate of Liability Insurance;
20. Certificate of Employee Information Report;

The bid submitted by Kemira is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for contract CHEM-54-22, to Furnish and Deliver Liquid Ferric Chloride to CMCMUA Regional Wastewater Treatment Facilities on behalf of the CMCMUA is Kemira Water Solutions, Inc. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to Kemira, subject to staff concurrence and the availability of funds.

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

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

Christopher F. Long

Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 105-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT OC-23-22 – FURNISH AND DELIVER ONE (1) ROTATING BIOLOGICAL REACTOR SHAFT AND MEDIA SUPPORT FRAME TO THE OCEAN CITY REGION WASTEWATER TREATMENT FACILITY TO PARKSON CORPORATION

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract OC-23-22 – Furnish and Deliver One (1) Rotating Biological Reactor Shaft and Media Support Frame to the Ocean City Region Wastewater Treatment Facility ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bids on June 21, 2022; and,

WHEREAS, the Authority's Chief Engineer has reviewed the bid submitted by Parkson Corporation, the sole bidder for said Contract, and has determined that Parkson Corporation's bid complies with the Technical Specifications of the Contract and recommends Parkson Corporation be awarded said Contract; and,

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

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Parkson Corporation, 1401 West Cypress Creek Road #100, Fort Lauderdale, FL 33309, is a qualified bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract OC-23-22 in the not-to-exceed amount of \$558,459.00; 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 OC-23-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Parkson Corporation, at the total not-to-exceed amount of \$558,459.00.
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						
Ms. Saduk						
Mr. Rixey						
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 OC-23-22 – Furnish and Deliver One (1) Rotating Biological Reactor Shaft and Media Support Frame to the Ocean City Region Wastewater Treatment Facility for a total not-to-exceed amount of \$558,459.00 under the line item appropriation or account number(s) 720-0000-751-01-15. 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. 105-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver One (1) Rotating Biological Reactor Shaft and Media Support Frame to the Ocean City Region Wastewater Treatment Facility

Purpose and Scope of Contract: The Ocean City Region Wastewater Treatment Facility currently uses six (6) Rotating Biological Reactors (RBRs) in its treatment train. The current carbon steel versions of the RBR media support frames were installed in 2009 after the failure of fiber reinforced plastic (FRP) and FRP-stainless steel hybrid versions of the support frame. Due to the corrosive nature of the environment in which the RBRs operate, the frames have sustained a significant amount of corrosion. The plan is to rehabilitate and paint one RBR each off-season. However, should a unit be pulled from service that requires a degree of rehab work that cannot be accomplished in one off-season, it is essential that there be a "spare" available that can be placed in the service rotation of the six (6) original frames in operating condition each summer, so as to meet peak flow treatment requirements. The purpose of this contract is to procure said RBR media support frame.

PROCUREMENT INFORMATION

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

Contract Number: OC-23-22 **Term of Contract:** 300 Calendar Days **Option to Renew:** No Yes:

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

Liquidated Damages: No Yes: \$500.00 per day, Basis: Negative impact to treatment should frame not be available for installation for service during the peak flow season.

Engineer's Estimate: \$600,000.00

Advertisement Date: May 6, 2022 **Opening Date:** June 21, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Parkson Corporation **Address:** 1401 West Cypress Creek Road #100 Fort Lauderdale, FL 33309

BUDGET INFORMATION

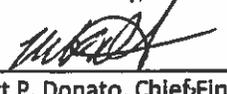
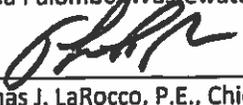
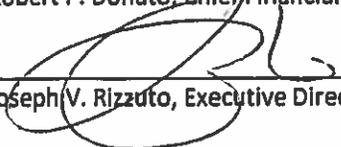
Program: Wastewater Solid Waste Administration

Funding:

Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$558,459.00

Contract Spending Previous Contract Year: N/A

 _____ Kevin W. McGahey, Purchasing Agent	07-27-2024 _____ Date	 _____ Joshua Palombo, Wastewater Program Manager	7/27/24 _____ Date
 _____ Robert P. Donato, Chief Financial Officer	7/27/2022 _____ Date	 _____ Thomas J. LaRocco, P.E., Chief Engineer	7/13/22 _____ Date
 _____ Joseph V. Rizzuto, Executive Director	07/27/24 _____ 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 8, 2022

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

**RE: Furnish and Deliver One (1) Rotating Biological Reactor (RBR) Shaft and Media Support Frame to the Ocean City Wastewater Treatment Facility
OC-23-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to Contract OC-23-22 to Furnish and Deliver One (1) Rotating Biological Reactor (RBR) Shaft and Media Support Frame to the Ocean City Wastewater Treatment Facility on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received two (1) bid for the Contract. The sole bid was submitted on Tuesday, June 21, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
1. Parkson Corporation	\$558,459.00
<u>Engineer's Estimate</u>	<u>\$600,000.00</u>

II. FACTUAL ANALYSIS

The Authority's Ocean City Region Wastewater Treatment Facility operates six (6) RBRs that are used as part of the wastewater treatment process. The specifications seek a vendor to design, erect and deliver one (1) RBR support structure, including the shaft, bulkheads and support framing, but excluding the wire mesh, wire mesh attachment members, and shaft bearings. See Bid Specifications Section IV(1.01), Technical Specifications, Description of Work.

**RE: Furnish and Deliver One (1) Rotating Biological Reactor (RBR) Shaft and Media Support Frame to the Ocean City Wastewater Treatment Facility
OC-23-22**

The apparent low bidder for this contract was Parkson Corporation ("Parkson"). Upon review of the bid submitted by Parkson, it was uncovered that the bidder did not submit Insurance Information or Affirmative Action Information within their original bid package. However, the bid specifications provide that the Insurance Certificate and Mandatory Affirmative Action Information must be submitted prior to the execution of the agreement. See Bid Specifications Section III(1), Specific Instructions, Insurance Requirements; See Bid Specifications Section II(6), General Instructions to Bidders, Mandatory Affirmative Action Certification. All other documents were properly submitted by Parkson and the bid complied with the specifications from a legal perspective.

Parkson's bid was reviewed from a technical perspective by Mr. Thomas LaRocco, Chief Engineer on behalf of the Authority and Mr. Joshua Palombo, Wastewater Program Manager on behalf of the Authority. Following their review, Mr. LaRocco and Mr. Palombo opined via correspondence dated July 6, 2022, that the bid submitted by Parkson complied with the specifications from a technical perspective and recommended the award of the contract to Parkson.¹

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).

¹ Of note, Parkson's initial bid contained a few clarifications and exceptions, as well as General Terms and Conditions of Sale. However, Parkson has since waived such items and their bid satisfies the specifications.

**RE: Furnish and Deliver One (1) Rotating Biological Reactor (RBR) Shaft and Media Support Frame to the Ocean City Wastewater Treatment Facility
OC-23-22**

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

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

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

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

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

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

**RE: Furnish and Deliver One (1) Rotating Biological Reactor (RBR) Shaft and Media Support Frame to the Ocean City Wastewater Treatment Facility
OC-23-22**

the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents.”

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

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

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

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

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

As outlined above, there are no apparent defects within the bid submitted by Parkson. 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. PARKSON CORPORATION’S BID

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

1. Bidder’s Checklist;
2. Bid Bond;
3. Consent of Surety;
4. Surety Disclosure Statement and Certification;
5. Certificate of Authority;
6. Surety Financial Information;
7. Power of Attorney;
8. Statement of Ownership Disclosure;
9. Non-Collusion Affidavit;
10. Experience Requirements Form;

Joseph V. Rizzuto
Executive Director
July 8, 2022
Page 5

**RE: Furnish and Deliver One (1) Rotating Biological Reactor (RBR) Shaft and Media Support Frame to the Ocean City Wastewater Treatment Facility
OC-23-22**

11. Proposal;
12. Acknowledgment of Receipt of Addenda;
13. Quotation and Bid Information;
14. Conditions of Sale;
15. IRS Form W-9;
16. New Jersey Business Registration Certificate;
17. Disclosure of Investment Activities in Iran Form.

The bid submitted by Parkson 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 OC-EQUIP-23-22, to Furnish and Deliver One (1) Rotating Biological Reactor (RBR) Shaft and Media Support Frame to the Ocean City Wastewater Treatment Facility on behalf of the CMCMUA be awarded to Parkson. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract to Parkson subject to staff concurrence and the availability of funds. Of note, Parkson's Insurance Certificates and Affirmative Action must be submitted prior to the execution of the agreement.

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

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

Christopher F. Long

Christopher F. Long, Esquire

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 106-22

RESOLUTION AUTHORIZING THE CONTINUATION OF CONTRACT SER-26-19 (PART I – BIOMONITORING) AND (PART II – OTHER REQUIRED TESTING) WITH GARDEN STATE LABORATORIES, INC. – PROVIDE LABORATORY SERVICES: SURFACE WATER TESTING FOR THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY WASTEWATER MANAGEMENT PROGRAM PURSUANT TO RESOLUTION NO. 121-19

WHEREAS, on August 21, 2019, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") adopted Resolution No. 121-19 awarding Garden State Laboratories, Inc. Contract SER-26-19 (Part I – Biomonitoring) and (Part II – Other Required Testing) – Provide Laboratory Services: Surface Water Testing for the Cape May County Municipal Utilities Authority Wastewater Management Program ("Contract"); and,

WHEREAS, said Contract contains an option provision which would permit the Authority and Garden State Laboratories, Inc. to continue the Contract, by mutual consent, without change in price, terms or conditions, for three (3) additional 12-month periods; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the Authority is desirous of executing the second 12-month extension of the Contract with Garden State Laboratories, Inc. without change in price, terms or conditions and, therefore, the Authority wishes to continue the Contract; and,

WHEREAS, compensation to Garden State Laboratories, Inc. under the continuation of said Contract authorized by this Resolution will be provided based upon the allowances contained in the Proposal submitted on August 8, 2019, by Garden State Laboratories, Inc., for said Contract (Part I in the not-to-exceed amount of \$22,750.00 and Part II in the not-to-exceed amount of \$37,040.00); and,

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

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

1. The provisions of the WHEREAS Clauses set forth above are herein incorporated by reference and made a part hereof.
2. The term for Contract SER-26-19 Parts I and II is extended through August 31, 2023.
3. The total not-to-exceed budget for this extended 12-month term for all services provided by Garden State Laboratories, Inc. under Contract SER-26-19 Part I \$22,750.00 and Part I \$37,040.00 is based upon the allowances contained in Garden State Laboratories, Inc.'s Proposal submitted on August 8, 2019, subject to Year 2022 and Year 2023 Wastewater Program Budget appropriations.
4. The Authority's Chief Financial Officer and/or Purchasing Agent are hereby authorized to execute any necessary documents to complete this authorization.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to Provide Laboratory Services: Surface Water Testing for the Cape May County Municipal Utilities Authority Wastewater Management Program under Contract SER-26-19 Parts I and II shall be chargeable or certified until such time as they are actually ordered or otherwise called for. Prior to authorizing any work under this Contract, a certification of available funds shall be made by the Authority's Chief Financial Officer upon receipt of a properly executed Purchase Order and said certification shall be attached to the file copy of the Purchase Order. Total expenditures under this contract shall not exceed Part I \$22,750.00 and Part II \$37,040.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 106-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

CONTRACT FACT SHEET

PROJECT INFORMATION

Project Name: Provide Laboratory Services: Surface Water Testing for the Cape May County Municipal Utilities Authority Wastewater Management Program

Purpose and Scope of Contract: The scope of services to be performed under the contracts is the analysis of various permitted samples, as required by the NJDEP, that are outside the capabilities of the CMCMUA's Central Laboratory. Part I of this contract is for the sampling and analysis of acute toxicity biomonitoring at the four (4) wastewater treatment plants. Part II of this contract is for the sampling and analysis of other required parameters including waste characterization reports, oil and grease, ammonia, nitrate and laboratory pure water analysis.

PROCUREMENT INFORMATION

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

Contract Number: SER-26-19 **Term of Contract:** Two (2) Years **Option to Renew:** No
Part I – Biomonitoring Yes: Three (3) –
Part II – Other Required Testing One (1) year renewal options

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

Liquidated Damages: No Yes: 2% of the bid unit price. Basis: Failure to report test results within twenty-one (21) days from sample pick-up

Engineer's Estimate: Part I: \$40,000.00; Part II: \$50,000.00

Advertisement Date: July 22, 2019 **Opening Date:** August 8, 2019

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: September 1, 2022 through August 31, 2023;
Options to Renew remaining: 1
 Reject, Basis:

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Garden State Laboratories, Inc. **Address:** 410 Hillside Avenue
Hillside, NJ 07205

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

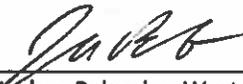
Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: Part I: \$22,750.00; Part II: \$37,040.00

Contract Spending Previous Contract Year: Part I: \$7,650.00; Part II: \$10,475.00


Kevin W. McGahey, Purchasing Agent

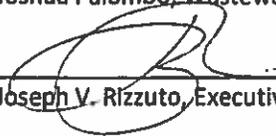
07-27-2022
Date


Joshua Palombo, Wastewater Program Manager

7/27/22
Date


Robert P. Donato, Chief Financial Officer

7/27/2022
Date


Joseph V. Rizzuto, Executive Director

07/27/22
Date

Joseph V. Rizzuto, Executive Director



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

Cape May County Municipal Utilities Authority

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

July 7, 2022

Mr. Harvey Klein
GARDEN STATE LABORATORIES, INC.
410 Hillside Avenue
Hillside, NJ 07205

RE: Contract SER-26-19 Part I – Biomonitoring – 2nd Year of Three (3) One (1) Year Renewal Options
Contract SER-26-19 Part II – Other Required Testing – 2nd Year of Three (3) One (1) Year Renewal Options

Provide Laboratory Services: Surface Water Testing for the Cape May County Municipal Utilities Authority Wastewater Management Program

Dear Mr. Klein:

Pursuant to our telephone conversation regarding the renewal option for the above referenced contracts, the Cape May County Municipal Utilities Authority would like to exercise the option to extend Contracts SER-26-19 Part I – Biomonitoring and SER-26-19 Part II – Other Required Testing, for an additional twelve (12) month period, subject to the same terms and conditions as the original Agreement dated September 3, 2019, a copy of the original contract attached hereto for your use and review

Part I – Biomonitoring: Garden State Laboratories, Inc. will provide Biomonitoring Laboratory Services, for an additional twelve (12) month period, from September 1, 2022 through August 31, 2023, with a total not-to-exceed contract amount of \$22,750.00.

Part II – Other Required Testing: Garden State Laboratories, Inc. will provide Other Required Testing Laboratory Services, for an additional twelve (12) month period, September 1, 2022 through August 31, 2023, with a total not-to-exceed contract amount of \$37,040.00.

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

In addition, I ask that you provide an updated Certificate of Employee Information Report and a new Certificate of Liability Insurance naming the Authority as additional insured which is required and the endorsement must be provided.

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

Regards,

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY



Kevin W. McGahey, QPA
Purchasing Agent

Concur: Yes No

Harvey Klein

Harvey Klein (Jul 7, 2022 14:46 EDT)

Signature

7/7/22

Date

Harvey Klein

Name (Please Print or Type)

KWM:

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25list.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX



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

OR



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

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

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

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

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Cape May County Municipal Utilities Authority ("CMCMUA") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the CMCMUA to notify the CMCMUA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CMCMUA and that the CMCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder (Company): Garden State Labs, Inc.

Full Name (Print) Harvey Klein

Title President

Signature: Harvey Klein
Harvey Klein, July 8, 2012 10:35:57 AM

Date: 07/07/2022

Joseph V. Rizzuto, Executive Director



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

Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, New Jersey 08210
Telephone: (609) 465-9026 Telefax: (609) 465-9025
www.cmcma.com email: info@cmcmua.com

September 3, 2019
UPS Ground Delivery

Mr. Harvey Klein
President
GARDEN STATE LABORATORIES, INC.
410 Hillside Avenue
Hillside, NJ 07205

RE: Contract SER-26-19
Provide Laboratory Services: Surface Water Testing for the
Cape May County Municipal Utilities Authority Wastewater Management Program

Dear Mr. Klein:

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

Enclosed for your file records is a fully executed copy of the Agreement, dated September 3, 2019, the date the Authority's Executive Director executed said Agreement.

Very truly yours,

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY

A handwritten signature in black ink, appearing to read "Ann M. McDevitt", is written over the typed name.

Ann M. McDevitt
Office Manager

AMM:pem
Enclosure

cc: Mr. Robert P. Donato
Mr. Joshua Palombo, w/enclosure
Mr. Emily R. Zidanic, w/enclosure
Ms. Lorretta J. Hazell, QPA, w/enclosure

AGREEMENT

THIS AGREEMENT, made effective as of the 3rd day of September, 2019, by and between the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, New Jersey 08210, hereinafter called "AUTHORITY" or "CMCMUA" and GARDEN STATE LABORATORIES, INC., 410 HILLSIDE AVENUE, HILLSIDE, NJ 07205, hereinafter called "BIDDER" or "CONTRACTOR".

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

CONTRACT SER-26-19

**Provide Laboratory Services: Surface Water Testing for the
Cape May County Municipal Utilities Authority Wastewater Management Program**

Bidders must submit unit prices for all items within a section. Unit prices, extended price and total amount bid price based on a single year usage. The Authority will double the prices and award a two (2) year Contract in that amount.

	<u>Item</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Extended Total</u>
Part I.	Biomonitoring:				
A.	Acute Toxicity Biomonitoring	15	x	<u>\$ 850.00</u>	= <u>\$ 12,750.00</u>
B.	Allowance for Additional Testing			<u>Lump Sum</u>	= <u>\$ 10,000.00</u>
C.	Total Amount Bid: Biomonitoring (Sum of Lines A and B).....				= <u>\$ 22,750.00</u>
D.	Total Two (2) Year Contract Bid (Line C x 2).....				= <u>\$ 45,500.00</u>

Forty-Five Thousand Five Hundred Dollars and Zero Cents

(Total Amount Bid in Words, Line D, for Part I)

	<u>Item</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Extended Total</u>
Part II.	Other Required Testing:				
A.	Laboratory Pure Water Analysis with Metals	12	x	\$ 175.00	= \$ 2,100.00
B.	Effluent WCR (SMM,OC,WWP,WWC)	10	x	\$1,500.00	= \$ 15,000.00
C.	Effluent WCR (CM)	3	x	\$1,000.00	= \$ 3,000.00
D.	Oil – Grease Testing	108	x	\$ 25.00	= \$ 2,700.00
E.	Ammonia Testing	150	x	\$ 20.00	= \$ 3,000.00
F.	Nitrate Testing	62	x	\$ 20.00	= \$ 1,240.00
G.	Allowance for Additional Testing			<u>Lump Sum</u>	= \$ 10,000.00
H.	Total Amount Bid: Other Required Testing (Sum of Lines A through G).....				= \$ 37,040.00
I.	Total Two (2) Year Contract Bid (Line H x 2).....				= \$ 74,080.00

Seventy-Four Thousand Eighty Dollars and Zero Cents

(Total Amount Bid in Words, Line I, for Part II)

RENEWAL OPTION

The Authority will award a two (2) year Contract with three (3), one (1) year renewal options. The option to renew must be agreed upon by both parties and will be subject to the same terms and conditions of the original Contract.

LIQUIDATED DAMAGES

Ammonia, Oil and Grease test results shall have a fourteen (14) day turnaround time due to permit requirements. The test results of every other analysis are to be submitted within twenty-one (21) days after notification of the Contract Laboratory that the sample is available for pickup, unless otherwise specified. Failure to report the test results within the twenty-one (21) day period shall result in the assessment of liquidated damages. In addition, any fines or penalties imposed on the CCMUA by regulating bodies due to late reports being received from the Contract Laboratory shall be back-charged to the Contract Laboratory.

Failure to comply with the reporting requirements shall cause the Contract Laboratory to be assessed two percent (2%) of the bid unit price as liquidated damages, for each calendar day that expires after the time specified, and will continue until such test results are received. Liquidated damages will be deducted from the Contract Laboratory's Voucher before payment by the Authority.

SUCCESSORS AND ASSIGNS

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

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

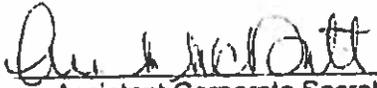
CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY

BY:



JOSEPH V. RIZZUTO (SEAL)
EXECUTIVE DIRECTOR
(Name and Title)

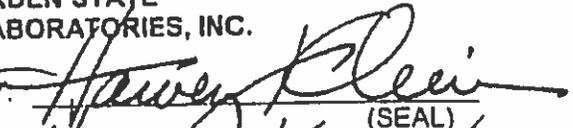
ATTEST:



Assistant Corporate Secretary

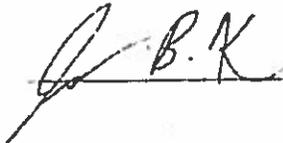
GARDEN STATE
LABORATORIES, INC.

BY:



(SEAL)
HARVEY KLEIN
(Name and Title)
PRES.

ATTEST: Jordan B. Klein



Jordan B. Klein

SER-26-19 Parts 1 and 2 - RENEWAL 2 - electronically fillable

Final Audit Report

2022-07-07

Created:	2022-07-07
By:	Kevin McGahey (mcgaheykw@cmcmua.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz31c33EV9iuvydLnrocKpA7cSJwKWpuV

"SER-26-19 Parts 1 and 2 - RENEWAL 2 - electronically fillable" History

-  Document created by Kevin McGahey (mcgaheykw@cmcmua.com)
2022-07-07 - 3:48:08 PM GMT- IP address: 108.11.5.202
-  Document emailed to info@gsllabs.com for signature
2022-07-07 - 3:49:46 PM GMT
-  Email viewed by info@gsllabs.com
2022-07-07 - 3:55:31 PM GMT- IP address: 172.226.18.26
-  Document e-signed by Harvey Klein (info@gsllabs.com)
Signature Date: 2022-07-07 - 6:46:29 PM GMT - Time Source: server- IP address: 96.82.190.29
-  Agreement completed.
2022-07-07 - 6:46:29 PM GMT

Cape May County Municipal Utilities Authority

RESOLUTION NO. 107-22

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 3 TO CONTRACT WW-EQUIP-02-20 – NEW ELECTRICAL SYSTEMS FOR VARIOUS PUMP STATIONS WITH MUNICIPAL MAINTENANCE COMPANY

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-EQUIP-02-20 – New Electrical Systems for Various Pump Stations with Municipal Maintenance Company is hereby approved:

A. Change Order No. 3

Net Change in Contract Amount: Decrease total amount by \$51,527.12.

Work Involved: This Change Order represents to decrease the total Contract amount by in order to close out the project and make final adjustments to the total current contract amount.

Impact on Contract Schedule: Decrease 282 Calendar Days

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 107-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

CHANGE ORDER

Cape May County MUA Contract WW-EQUIP-02-20 Change Order No. 3

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

1. SCOPE OF WORK:

This Change Order decreases the current Contract amount by \$51,527.12 from \$6,139,500.00 to \$6,087,972.88 with a decrease in Contract Time of 282 calendar days.

2. REASON FOR THIS CHANGE ORDER:

Pay Item No. 23 – Allowance for the Replacement of Electric Utility Service Conductors is currently equal to the amount of \$200,000.00. However, the six (6) contingency items that were approved are equal to a sum total of \$153,063.17. For specific contingency items see attached summary:

Pay Item No. 24 – Allowance for Unforeseen Conditions is currently equal to the amount of \$200,000.00. However, the nineteen (19) contingency items that were approved are equal to a sum total of \$195,409.71. For specific contingency items see attached summary:

The reduction of the Contract amount is \$51,524.12, which is equal to the sum of the unspent portions of Pay Item Nos. 23 and 24.

3. REFERENCES:

Quotes related to Pay Item 23 – Replacement of Electric Utility Service Conductors, and Pay Item 24 - Unforeseen Conditions Item 24 are attached.

4. CONTRACT AMOUNT:

Contract Amount Prior to this Change Order:	.....	<u>\$ 6,139,500.00</u>
(Increase) (Decrease) Lump Sum Dollars:	.....	<u>\$ 51,527.12</u>
New Contract Amount Including this Change Order:	.....	<u>\$ 6,087,972.88</u>

5. CONTRACT TIME:

Contract Completion Date Prior to this Change Order:	.....	<u>April 30, 2023</u>
(Increase) (Decrease) Calendar Days:	.....	<u>282 Calendar Days</u>
New Contract Completion Date Including this Change Order:	.....	<u>July 22, 2022</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:

Municipal Maintenance Company
1352 Taylors Lane
Cinnaminson, NJ 08077

OWNER/ADDRESS:

Cape May County MUA
1523 Route 9 North
Cape May Court House, NJ 08210

RECOMMENDED:

Cape May County MUA
1523 Route 9 North
Cape May Court House, NJ 08210

BY: _____
DATE: _____

BY: _____
DATE: _____

BY: _____
DATE: _____

Pay Item 23 Replacement of Electrical Utility Service Conductors

Electrical Upgrades to Various PS

Contingency Amount

\$ 200,000.00

WW-Equip 02-20

Includes Change Order of \$100,000.00

Contingency Number	Date	Description	Amount Approved	Balance
23.1 (RFC#3)	2020.10.14	Spicer Service Lines	\$ 12,848.00	\$ 187,152.00
23.2 (24.12Rev 1)	2021.1.29	3rd Street Service Lines	\$ 33,096.51	\$ 154,055.49
23.3 (#13)	2021.2.2	81 St Treet	\$ 20,878.29	\$ 133,177.20
23.4 (#15)	2021.2.12	10th street	\$ 31,243.31	\$ 101,933.89
23.5(#16)	2021.3.1	32nd	\$ 40,171.40	\$ 61,762.49
23.6 (24.24)	2021.10.20	Rosemary	\$ 14,825.66	\$ 46,936.83

\$ 153,063.17



1352 Taylors Lane
 Cinnaminson, NJ 08077
 Ph: 856-786-9434
 Fax: 856-786-0642
www.mmc-nj.com

RFC#3

DATE October 14, 2020

Bill To:
 George E. Hann, Jr., PE
 Cape May County Municipal Utilities Authority
 1523 Route 9 North
 609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 11/13/2020
Terms: Net 30 Days
Delivery: 3 weeks

Project: CMCMUA - Spicer 18" Extend Service Wires to CT

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Remove existing 4' service heads and four sets of 50MCM conductors to load side of CT section and install two sets of 4-600MCM XHHW copper service conductors to outgoing CT cable compartment. Demolish two of the four conduits and seal wall openings. Reinstall CT and control wires.		\$12,848.00
Total				\$12,848.00

Comments:

1. See the attached breakdown from the subcontractor.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
 Thomas Guertler
 Vice President

**THANK YOU FOR YOUR BUSINESS!
 ELECTRICAL CONTRACTOR LICENSE #15195**



1352 Taylors Lane
 Cinnaminson, NJ 08077
 Ph: 856-786-9434
 Fax: 856-786-0642
www.mmc-nj.com

**Contingency
 Item 24.12 Rev1**

DATE January 29, 2021

Bill To:
 George E. Hann, Jr., PE
 Cape May County Municipal Utilities Authority
 1523 Route 9 North
 609-485-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 2/28/2021
 Terms: Net 30 Days
 Delivery:

Project: CMCMUA - Replace Service conductors at 3rd Street

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Remove existing service heads and 2 sets of 500MCM conductors and 4/0 neutral from existing CT cabinet and install 2 sets of 3-500MCM XHHW Copper Service Conductors and 2/0 neutral to outgoing CT cable compartment. Reinstall CT and control wires.		
Total				\$33,096.51

Comments:

1. See the attached breakdown and G&G proposal.
2. Excludes verification of condition of existing conduits via camera or any other methods. The existing wire had significant damage likely from pulling it in. We will use all standard methods of care when installing the new, but do not assume responsibility for the conductors not being damaged from the existing conduit. It is suggested that a qualified representative representing the MUA be onsite to witness the pull.
3. Please note that this work will absolutely affect the length of the bypass due to man power requirements and work sequence. No bypass pumping compensation has been requested to avoid dispute. Please provide approval ASAP as this change order is a net loss for us.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
 Thomas Guertler
 Vice President

**THANK YOU FOR YOUR BUSINESS!
 ELECTRICAL CONTRACTOR LICENSE #15195**



1352 Taylors Lane
 Cinnaminson, NJ 08077
 Ph: 856-786-9434
 Fax: 856-786-0642
www.mmc-nj.com

**Request for
 Contingency #13**

DATE February 2, 2021

Bill To:
 George E. Hann, Jr., PE
 Cape May County Municipal Utilities Authority
 1523 Route 9 North
 609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 3/4/2021
 Terms: Net 30 Days
 Delivery: 2 weeks

Project: CMCMUA - 81 St. Service Replacement

Item	Qty	Description	Unit Price	Total Price
1		<p>Summary of Work: 1) Removal of the existing Service Entrance cable from the Atlantic City Electric Service Pole to the existing Main Circuit Breaker in the Motor Control Center 2) Supply/Install new 350 MCM XHHW service cable as required 3) Testing. If the cable is UNABLE TO BE REMOVED from the existing Service Entrance Conduit, we will have to re-discuss and re-quote this change order. Our quote can be broken down as follows: A)Material- 1200' of 350 MCM XHHW Copper cable @ 7.56/ foot \$9,072.00 B) Labor: Foreman- 16 MH @ \$95.04... \$1,520.64; Journeyman- 40 MH @ \$90.77 ... \$3,630.80 C) Labor Burden : Foreman - 16MH @ \$36.12 (38%) ... \$577.92 Journeyman - 40 MH @ 34.49 ... \$ 1,379.60. Subtotal - \$16,180.96 !5% O/H & Profit ...\$2,427.14 Change Order Total ... \$ 18, 608.10 . Notes: 1) I just want to re-state that if we encounter problems and can't remove the cable from the existing service entrance conduit, we will have to re-discuss the scope of repairs and re-quote.</p> <p>**Existing Service conductors are 350 MCM **</p>		\$20,878.29
Total				\$20,878.29

Comments:

1. See the attached breakdown.
2. We need approval immediately to not incur further bypass costs. This work lengthens our bypass pumping time and adds cost.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
 Thomas Guertler
 Vice President

**THANK YOU FOR YOUR BUSINESS!
 ELECTRICAL CONTRACTOR LICENSE #15195**

**MUNICIPAL
MAINTENANCE CO.**

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9028 x 1224
hannge@cmcmua.com

**Request for Contingency
#15**

DATE 2/12/2021

Quotation valid until: 3/14/2021
Terms: Net 30 Days
Delivery: 2 Weeks

Project Name: 10th Street Service Cable Replacement (reusing existing conduits)

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: Remove and replace existing service heads, unused conduit and conductors. Reuse two existing conduits, install new weather heads, (2) sets 4 - 500 KCMIL XHHW2 copper conductors, new pulling LB's, nipples and fitting as required. Route conductors thru existing CT's. Terminate in new main circuit breaker and weather heads.		
			Total	\$ 31,243.31

Comments:

- This quotation does not include any taxes if applicable
- 1. See the attached breakdown and G&G proposal
- 2. Please note that this work will absolutely affect the length of the bypass due to man power requirements and work sequence. No bypass pumping compensation has been requested to avoid dispute. Please provide approval ASAP as this change order is a net loss for us.

If you have any questions concerning this quotation, please contact:

Bruce Romberger



ESTIMATOR/PROJECT MANAGER - ELECTRICAL
bromberger@mmc-nj.com

MMC approval _____

**THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195**



1352 Taylors Lane
 Cinnaminson, NJ 08077
 Ph: 856-786-9434
 Fax: 856-786-0642
www.mmc-nj.com

**Contingency
 Item 24.16**

DATE March 1, 2021

Bill To:
 George E. Hann, Jr., PE
 Cape May County Municipal Utilities Authority
 1523 Route 9 North
 609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 3/31/2021
 Terms: Net 30 Days
 Delivery:

Project: CMCMUA - Replace Service conductors at 32nd Street Pump Station

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Remove existing service cable from existing CT can to existing utility pole. Install new service cable (2 sets of 4- 500 KCMIL) from utility pole to existing CT can in existing underground conduits.		
Total				\$40,171.40

Comments:

1. See the attached breakdown and G&G proposal.
2. Excludes verification of condition of existing conduits via camera or any other methods. The existing wire had significant damage likely from pulling it in. We will use all standard methods of care when installing the new, but do not assume responsibility for the conductors not being damaged from the existing conduit. It is suggested that a qualified representative representing the MUA be onsite to witness the pull.
3. Please note that this work will absolutely affect the length of the bypass due to man power requirements and work sequence. No bypass pumping compensation has been requested to avoid dispute. Please provide approval ASAP as this change order is a net loss for us.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
 Thomas Guertler
 Vice President

**THANK YOU FOR YOUR BUSINESS!
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**MUNICIPAL
MAINTENANCE CO.**

1352 Laylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

**Contingency
Item 24.24**

DATE October 20, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 11/19/2021
Terms: Net 30 Days
Delivery: 3 weeks

Project: CMCMUA - Replace service conduit and conductors at Rosemary Pump Station.

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Demo existing service conduits and wire from weatherheads to main circuit breaker. 2. Supply and install new conduit, wire, (2 sets of 4- 350 KCMIL in 3" conduit) and weatherheads thru existing CTs to main circuit breaker.		
			Total	\$14,825.66

Comments:

- This quotation does not include any taxes if applicable

If you have any questions concerning this quotation, please contact:

Bruce Romberger



ESTIMATOR/PROJECT MANAGER - ELECTRICAL
bromberger@mmc-nj.com

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Pay Item 24 Allowance for Electrical Unforeseen Conditions

Electrical Upgrades to Various PS

Contingency Amount \$ 200,000.00

WW-Equip 02-20

Includes Change Order of \$100,000.00

Contingency Number	Date	Description	Amount Approved	Balance
		ATS at Oak Ave due to broken bus bar on existing unit. Used Rosemary unit, it will be replaced by this Contingency		
24.1 (24.4)	2020.11.11		\$ 20,833.91	\$ 179,166.09
24.2 (24.6)	2020.12.16	ATS at Spicer Lug Splicer Box	\$ 28,369.16	\$ 150,796.93
24.4 (24.8)	2020.12.18	ATS at Crest Haven Lug Splicer Box	\$ 9,777.51	\$ 141,019.42
24.5 (24.9)	2021.1.20	Concrete Pad SHM	\$ 2,480.00	\$ 138,539.42
24.6 (24.10)	2021.1.21	Lower GBDD Stone Harbor Manar	\$ 3,998.00	\$ 134,541.42
24.7 (24.11)	2021.1.22	Madison Splice Box	\$ 3,881.37	\$ 130,660.05
24.8 (24.17)	2021.3.1	Credit 32nd Docking Station	\$ (2,634.99)	\$ 133,295.04
24.12 (24.21)	2021.3.18	81st Credit Wire Size Reduction	\$ (280.50)	\$ 133,575.54
24.13 (24.18)	2021.3.23	69th Street ATS Swap.	\$ 28,574.98	\$ 105,000.56
24.14 (29.20)	2021.4.23	Claghorn Splice Box	\$ 3,748.91	\$ 101,251.65
24.15 (24.23)	2021.4.23	Mayville Revised plans	\$ (1,193.36)	\$ 102,445.01
24.16 (24.24)	2021.6.24	Cape May Court House Ventilation	\$ 54,966.54	\$ 47,478.47
24.17(24.24)	2021.9.14	Additional CMCH Ventilation 39th Street Motor Repairs Flooded Dry	\$ 1,407.00	\$ 46,071.47
24.18(24.25)	2021.10.27	Well	\$ 27,640.00	\$ 18,431.47
24.19 (24.26)	2021.11.18	Rosemary Docking Station	\$ 15,920.00	\$ 2,511.47
		Rosemary Conduit Credit	\$ (8,338.82)	\$ 10,850.29
24.20(24.27)	2022.1.19	Rosemary Fan Breaker	\$ 2,080.00	\$ 8,770.29
24.21(24.28)	2022.2.10	Oak Fan Breaker	\$ 2,080.00	\$ 6,690.29
24.22(24.29)	2022.5.31	CMCH Louver	\$ 2,100.00	\$ 4,590.29
			\$ 195,409.71	

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Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

**Contingency
Item 24.4**

DATE November 11, 2020

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9028 x 1224
hannge@cmcmua.com

Quotation valid until: 12/11/2020
Terms: Net 30 Days
Delivery: 2 weeks

Project: CMCMUA - Oak Ave. PS ATS Replacement

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Supply (1) 600AMP ASCO transfer switch as supplied originally for Rosemary or 81St. Pump station. 2. Install the above transfer switch and existing circuit breaker per the drawings provided in Joseph Grohal's email, dated 11/10/20 and as described in the attached ABS Electric Quotation dated 11/9/20. 3. 1 1/2 weeks additional bypass pumping required to facilitate additional work.		\$20,833.91
				N/C
Total				\$20,833.91

Comments:

1. See the attached breakdown from the subcontractor.
2. Approval is required by tomorrow, 11/12 as we are currently on bypass and need to procure material.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

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**Contingency
Item 24.6 rev1**

DATE December 16, 2020

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 1/15/2021
Terms: Net 30 Days
Delivery: 2 weeks

Project: CMCMUA - Spicer Ave. PS SPLICE ATS AND DOCKING STATION IN NEW BOX ABOVE ATS

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Install pull box for 9 conduits and (36) 350 MCM Cables with splices for ATS Switch. Reference subcontractors attached quote for further details. 2. Provide bypass pumping as required for this work, including fuel, labor and servicing.		\$28,369.16
Total				\$28,369.16

Comments:

1. See the attached breakdown.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

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**Contingency
Item 24.8**

DATE December 18, 2020

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-485-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 1/17/2021
Terms: Net 30 Days
Delivery: 2 weeks

Project: CMCMUA - Cape May Court House PS Exhaust Louver Wiring

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Install wireway for (3) conduits and (12) 600 MCM cables with splice for ATS switch.		\$9,777.51
Total				\$9,777.51

Comments:

1. See the attached breakdown.
2. We need approval by 1/5/21 in order to complete the work with the current bypass.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

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Fax: 856-786-0642
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**Contingency
Item 24.9**

DATE January 20, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-485-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 2/19/2021
Terms: Net 30 Days
Delivery:

Project: CMCMUA - Stone Harbor Manor PS Generator Concrete Pad Extension

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Install Rebar, forms and concrete to extend the generator pad to accommodate the new generator. This was required at Crest Haven as well, however the plans showed it being necessary at Crest Haven and did not at Stone Harbor. I made the inspector aware of the change onsite and informed him, I needed to proceed at my own risk in order to maintain schedule. The costs are based on actual costs incurred and not estimated quantities.		\$2,480.00
Total				\$2,480.00

Comments:

1. See the attached breakdown.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

**THANK YOU FOR YOUR BUSINESS!
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Cinnaminson, NJ 08077
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www.mmc-nj.com

**Contingency
Item 24.10**

DATE January 21, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 2/20/2021
Terms: Net 30 Days
Delivery:

Project: CMCMUA - Stone Harbor Manor PS Generator Concrete Pad Extension

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Supply and install (1) 48"x72" Model GCE, Combination Weather Louver/Gravity Exhaust Damper with flanged frame, internally mounted birdscreen, and Kynar finish.		\$3,998.00
Total				\$3,998.00

Comments:

1. See the attached breakdown, material vendor quote and submittal.
2. Note that this louver will require the removal of the existing weather louver since it is a combination unit.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

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ELECTRICAL CONTRACTOR LICENSE #15195**

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**Contingency
Item 24.11 Rev1**

DATE January 22, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-485-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 2/21/2021
Terms: Net 30 Days
Delivery:

Project: CMCMUA - Madison Splice Box For ATS

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Supply and install junction box above ATS to accommodate conductors to docking station.		\$3,881.37
Total				\$3,881.37

Comments:

1. See the attached breakdown.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

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Fax: 856-786-0642
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**Contingency
Item 24.17**

DATE March 1, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 3/31/2021
Terms: Net 30 Days
Delivery:

Project: CMCMUA - Relocate Docking Station to Front of Building

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Relocate new docking station to street side of building due to clearane issues. 2.Remove large bush at new location. 3. Reduce conductors from CT can to MCB from (2) sets of 4- 600 KCMIL to (2) sets of 4 - 500 KCMIL. 4. Remove existing 4/0 conductors from existing ATS to MDP and replace them with (2) sets of 4- 500 KCMIL conductors.		
Total				-\$2,634.99

Comments:

1. See the attached breakdown and G&G proposal.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

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**Contingency
Item 24.21**

DATE March 17, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 4/16/2021
Terms: Net 30 Days
Delivery:

Project: CMCMUA - Contingency #24.21 Deduct for reduced wire at 81st street

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: We wish to quote a price of \$250.00 for credit to reduce the cable size from the automatic transfer switch to generator from 600 MCM to 500 MCM.		
Total				\$280.50

Comments:

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

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 Fax: 856-786-0642
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**Contingency
 Item 24.18**

DATE March 23, 2021

Bill To:
 George E. Hann, Jr., PE
 Cape May County Municipal Utilities Authority
 1523 Route 9 North
 609-465-9028 x 1224
hannge@cmcmua.com

Quotation valid until: 4/22/2021
 Terms: Net 30 Days
 Delivery:

Project: CMCMUA - Contingency 24.18 69th Street Add 600 amp breaker in existing switchgear, Install 600 amp ATS

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Remove existing 800 amp main circuit breaker. Retrofit new 600 amp circuit breaker in existing switchgear, install new mounting hardware, install cable from new MCB to ATS. Manufacture new dead front if needed. Install 600 amp ATS from Rosemary station in lieu of 800 amp ATS shown on drawings. Transport equipment from station to station as required. Add tap box and clear taps above ATS for generator and docking station conductors.		
Total				\$28,574.98

Comments:

1. See the attached breakdown and G&G proposal.
2. Contractor bares no responsibility to the condition of the existing switchgear or to have it's UL listing upgrade due to the retrofitted breaker.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
 Thomas Guertler
 Vice President

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**Contingency
Item 24.20**

DATE March 17, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 4/16/2021
Terms: Net 30 Days
Delivery:

Project: CMCMUA -Contingency#29.20 Add Splice box and cleartaps for ATS conductors at Claghorn

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: 1. Supply and install junction box above ATS to accommodate conductors to docking station.		\$3,748.91
Total				\$3,748.91

Comments:

1. See the attached breakdown.

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

**THANK YOU FOR YOUR BUSINESS!
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**MUNICIPAL
MAINTENANCE CO.**

**Contingency
Item 24.23**

1352 Taylors Lane
Cinnaminson, NJ 08077
Phone: (856) 786-9434
Fax: (856) 786-0642
www.mmc-nj.com

Date: April 23, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
(609) 465-9026 x 1224
hannge@cmcmua.com

Quotation valid until: 5/23/2021
Terms: Net 30 Days

Project CMCMUA- Contingency #24.23: Eliminating the replacement of the CT can and upsizing conductors at the Mayville Station.

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: We wish to offer a credit of \$(1,193.36) for eliminating the replacement of the CT can and meter and upsizing conductors from 250 KCMIL to 600 KCMIL from docking station to existing ATS, per revised one line, at the Mayville Station. The CT can and meter will be lightly sanded, and painted with a galvanized paint.		\$ (1,193.36)
Total Credit				\$ (1,193.36)

Comments:

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

**THANK YOU FOR YOUR BUSINESS!
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**MUNICIPAL
MAINTENANCE CO.**

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Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Contingency 24.24

DATE June 24, 2021

Bill To:
George Hann
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-485-9026 x 1224
NorkisJe@cmcmua.com

Quotation valid until: 7/24/2021
Terms: Net 30 Days
Delivery: 6-8 weeks

Project: CMCMUA - Cape May Court House PS Generator Ventilation Upgrades

Item	Qty	Description	Unit Price	Total Price
		Summary of Work: 1. Provide electrical and mechanical upgrades per RFQ dated 6/11/21.		
Total				\$54,966.54

Comments:

1. We are unsure on the relief damper to be installed on relief damper. We have an allocation of \$200.00 for materials.
2. Siding will be replaced as needed only. Complete new siding of whole wall is not included. Color will be matches as best as possible.
3. See the attached breakdown.

If you have any questions concerning this quotation, please contact:

Thomas Guertler
Vice President

**THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195**



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Cinnaminson, NJ 08077
Phone: (856) 786-9434
Fax: (856) 786-0642
www.mmc-nj.com

**Contingency
Item 24.24**

Date: September 14, 2021

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
(609) 465-9026 x 1224
hannqe@cmcmua.com

Quotation valid until: 10/14/2021
Terms: Net 30 Days

Project CMCMUA- Contingency #24.24: Louver Change for Cape May Court House PS

Item	Qty	Description	Unit Price	Total Price
1		Summary of Work: Please see the attached quote showing the louver requested in the submittal for \$5,000.00 and the louver requested in the RFP for \$3,800.00. I am requesting a change order for the cost difference of the two louvers.		\$ 1,407.00
Total Credit				\$ 1,407.00

Comments:

If you have any questions concerning this quotation, please contact:

Thomas E. Guertler
Thomas Guertler
Vice President

**THANK YOU FOR YOUR BUSINESS!
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**MUNICIPAL
MAINTENANCE CO.**

1352 Taylors Lane
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Ph: 856-786-9434

Fax: 856-786-0642
www.mmc-nj.com

Bill To:

George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

**Contingency
Item 24.25**

DATE 10/27/2021

Quotation valid until: 11/26/2021
Terms: Net 30 Days
Delivery: TBD

Project Name: 39th Street Motor Repairs

Item	Qty	Description	Unit Price	Total Price
1.	1	<ul style="list-style-type: none"> • Remove two motors from pump station • Transport to shop • Disassemble two motors • Test stator • Clean/dlp/re-insulate windings • Inspect fits • Dynamically balance rotor • Supply and install new bearings • Assemble and test run • Deliver and install • Wire motors and place into service 		\$ 27,640.00
Total				\$ 27,640.00

Comments:

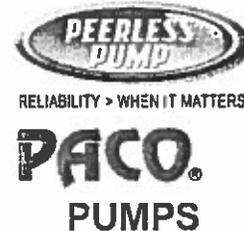
- This quotation does not include any taxes if applicable
- Additional costs will be incurred for rewinding and/or machine work if needed

Thomas E. Guertler
Thomas Guertler
Vice President

MMC Approval

**THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195**

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:



**MUNICIPAL
MAINTENANCE CO.**

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Cinnaminson, NJ 08077
Ph: 856-786-9434

Fax: 856-786-0642
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Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

**Contingency
Item 24.26**

DATE 11/18/2021

Quotation valid until: 12/18/2021
Terms: Net 30 Days
Delivery: TBD

Project Name: Relocate Docking Station at Rosemary Ave

Item	Qty	Description	Unit Price	Total Price
1.	1	• Relocate Docking Station from location on drawings to the opposite, rear side of the building .		\$ 15,920.00
Total				\$ 15,920.00

Comments:

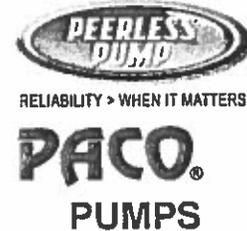
- This quotation does not include any taxes if applicable

Thomas E. Guertler
Thomas Guertler
Vice President

MMC Approval

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:





George Hann <hanng@cmcmua.com>

RE: Rosemary Conduit RFI

1 message

Bruce Romberger <bromberger@mmc-nj.com> Fri, Nov 19, 2021 at 9:20 AM
To: George Hann <hanng@cmcmua.com>, Jim Molimock <jmolimock@mmc-nj.com>, Tom Guertler <tguertler@mmc-nj.com>, Tom LaRocco <laroccotj@cmcmua.com>, "Grohal, Joseph" <JGrohal@bucharthorn.com>, "Pintiuta, Lavinia" <LPintiuta@bucharthorn.com>

George,

Thank you for the quick response.

The numbers are actuate, we will proceed with both changes.

Thanks

Bruce

Bruce L Romberger

ESTIMATOR/PROJECT MANAGER - ELECTRICAL

MUNICIPAL MAINTENANCE CO.

1352 TAYLORS LANE

CINNAMINSON, NJ 08077

P: 856-786-9434

C: 512-589-0277

F: 856-786-0642

bromberger@mmc-nj.com

www.mmc-nj.com

From: George Hann <hanng@cmcmua.com>
Sent: Friday, November 19, 2021 8:51 AM
To: Bruce Romberger <bromberger@mmc-nj.com>; Jim Molimock <jmolimock@mmc-nj.com>; Tom Guertler <tguertler@mmc-nj.com>; Tom LaRocco <laroccotj@cmcmua.com>; Grohal, Joseph <JGrohal@bucharthorn.com>; Pintiuta, Lavinia <LPintiuta@bucharthorn.com>
Subject: Rosemary Conduit RFI

Bruce,

Thank you for taking my call regarding this RFI and the Docking Station relocation

1. The Docking Station relocation amount was \$ 15,920.00
2. The RFI downloaded from Newforma has a suggestion that a credit of \$8,338.82 (from your sub)
3. We discussed that the net value is the difference between the two, \$15,920.00-\$8,338.82 or \$7,581.18.

If this is correct please confirm with a reply, If actuate and upon your reply you may proceed with both

--

Cape May County Municipal Utilities Authority

Respectfully

**George E. Hann, Jr., PE
Senior Project Engineer**

1523 Route 9 North, Cape May Court House, NJ 08210
P:609.465.9026 x1227 – F:609.465.9025

hannge@cmcmua.com

**MUNICIPAL
MAINTENANCE CO.**

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-788-9434
Fax: 856-788-0642
www.mmc-nj.com

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 8 North
608-465-9028 x 1224
hannge@cmcmua.com

**Contingency
Item 24.27**

DATE 1/19/2022

Quotation valid until: 2/18/2022
Terms: Net 30 Days
Delivery: TBD

Project Name: Upgrade Starter for Dry Well Supply Fan at Rosemary Ave

Item	Qty	Description	Unit Price	Total Price
1.	1	Replace existing circuit breaker and overloads in enclosed controller to match existing supply fan. Rewire control circuit in controller.		\$ 2,080.00
Total				\$ 2,080.00

Comments:

- This quotation does not include any taxes if applicable

Bruce Romberger

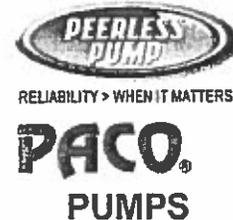


ESTIMATOR/PROJECT MANAGER - ELECTRICAL

MMC Approval

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:



**MUNICIPAL
MAINTENANCE CO.**

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434

Fax: 856-786-0642
www.mmc-nj.com

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

**Contingency
Item 24.28**

DATE 2/10/2022

Quotation valid until: 3/12/2022
Terms: Net 30 Days
Delivery: TBD

Project Name: Upgrade Starter for Dry Well Supply Fan at Oak Ave.

Item	Qty	Description	Unit Price	Total Price
1.	1	Replace existing circuit breaker and overloads in enclosed controller to match existing supply fan.		\$ 2,080.00
Total				\$ 2,080.00

Comments:

- This quotation does not include any taxes if applicable

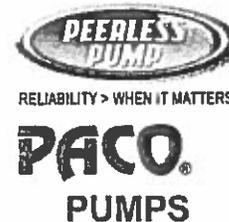
Bruce Romberger

ESTIMATOR/PROJECT MANAGER - ELECTRICAL

MMC Approval

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:



**MUNICIPAL
MAINTENANCE CO.**

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:
George E. Hann, Jr., PE
Cape May County Municipal Utilities Authority
1523 Route 9 North
609-465-9026 x 1224
hannge@cmcmua.com

Project Name: Gravity Relief Damper for CM Court House PS

**Contingency
Item 24.29**

DATE 5/31/2022

Quotation valid until: 6/30/2022
Terms: Net 30 Days
Delivery: 1 week

Item	Qty	Description	Unit Price	Total Price
1.	1	Labor: Reinstall existing louver on exterior of building, fix blades 70% open, install new combination weather louver/gravity exhaust damper on inside.		\$ 2,300.00
	1	Material: Provide (1) Model GCE, combination weather louver/gravity exhaust damper with flanged frame, birdscreen, mill finish. Less Credit for materials not provided in original quote		\$ (200.00)
Total				\$ 2,100.00

Comments:

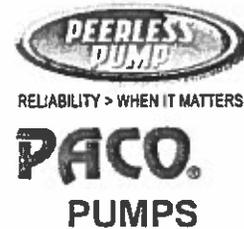
- This quotation does not include any taxes if applicable

Thomas E. Guertler
Vice President

MMC Approval

**THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195**

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:



Cape May County Municipal Utilities Authority

RESOLUTION NO. 108-22

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 1 TO CONTRACT SW-22-21 – LANDFILL #2 SCALE HOUSE AND TRANSFER STATION DOCKING STATIONS WITH PORTABLE GENERATOR WITH SCALFO ELECTRIC, INC.

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 SW-22-21 – Landfill #2 Scale House and Transfer Station Docking Stations with Portable Generator with Scalfo Electric, Inc. is hereby approved:

A. Change Order No. 1

Net Change in Contract Amount: Decrease total amount by \$16,901.67.

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: Increase 157 Calendar Days

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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 108-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Program: Wastewater Solid Waste Administration

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

Project Name/Contract Number: Landfill #2 Scale House and Transfer Station Docking Stations with Portable Generator (SW-22-21)

Original Purpose and Scope of Contract: The purpose of this contract is to construct emergency docking stations at the Landfill's No. 2 Scale House and at the Transfer Station, as well as to procure a new trailer mounted generator so as to provide power to either facility in the event of an outage

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Scalfo Electric, Inc.

Address: 3539 North Mill Road
Vineland, NJ 08360

CHANGE ORDER INFORMATION

Change Order Number: 1 and Final

Change Order Scope: This Change Order decreases the Contract amount by \$16,901.67 from \$287,000.00 to \$270,098.33 and increases the Contract time by 157 calendar days from 210 to 367.

Change Order Description: Pay Item No. 5 – Allowance for Unforeseen Conditions was originally equal to the amount of \$40,000.00. However, the three (3) contingency items used are equal to a sum total of \$23,098.33 the contingency items are:

- 1: \$22,212.94 for the procurement and installation of dialers, and associated conduit and wires at the Transfer Station and Landfill Scale House #2.
- 2: (\$1,393.86) as a credit for the reduction of wire insulation used at the Landfill Scale House #2.
- 3: \$2,279.25 for the installation of two (2) pipe bollards in front of the Transfer Station docking station per the direction of the Code Official.

The increase in Contract time is due to the global supply chain problems that long delayed the delivery of the portable emergency generator.

Original Contract Value: \$ 287,000.00

Value of this Change Order: - \$ 16,901.67

Cumulative Change Order Value, including this Change Order: - \$ 16,901.67

New Contract Value, including this Change Order: \$ 270,098.33

Contract Completion Date Prior to this Change Order: February 1, 2022

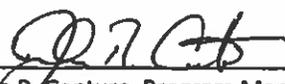
Time Extension, this Change Order: 157 Calendar Days

Total Change Order Contract Time Extension: July 8, 2022

Cumulative Change Order % of Original Contract: -5.9 %



Kevin McGahey, Purchasing Agent Date 7/28/2022



John R. Conturo, Program Manager Date 7/27/2022



Robert P. Donato, Chief Financial Officer Date 7/28/2022



Thomas J. LaRocco, Chief Engineer Date 7/28/2022



Joseph V. Rizzuto, Executive Director Date 07/28/22

CHANGE ORDER

Cape May County MUA Contract SW-22-21 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 Contract amount by \$16,901.67 from \$287,000.00 to \$270,098.33 and increases the Contract time by 157 calendar days from 210 to 367.

2. REASON FOR THIS CHANGE ORDER:

Pay Item No. 5 – Allowance for Unforeseen Conditions was originally equal to the amount of \$40,000.00. However, the three (3) contingency items used are equal to a sum total of \$23,098.33 the contingency items are:

- 1: \$22,212.94 for the procurement and installation of dialers, and associated conduit and wires at the Transfer Station and Landfill Scale House #2.
- 2: (\$1,393.86) as a credit for the reduction of wire insulation used at the Landfill Scale House #2.
- 3: \$2,279.25 for the installation of two (2) pipe bollards in front of the Transfer Station docking station per the direction of the Code Official.

The increase in Contract time is due to the global supply chain problems that long delayed the delivery of the portable emergency generator.

3. REFERENCES:

Quotes for contingency work items and the request for an Extension of Time. (attached).

4. CONTRACT AMOUNT:

Contract Amount Prior to this Change Order:	.....	<u>\$287,000.00</u>
(Increase) <u>(Decrease)</u> Lump Sum Dollars:	.....	<u>\$ 16,901.67</u>
New Contract Amount Including this Change Order:	.....	<u>\$270,098.33</u>

5. CONTRACT TIME:

Contract <u>Completion</u> Date Prior to this Change Order:	.....	<u>February 1, 2022</u>
(Increase) <u>(Decrease)</u> Calendar Days:	.....	<u>157 Calendar Days</u>
New Contract Completion Date Including this Change Order:	.....	<u>July 8, 2022</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:

Scalfo Electric, Inc.
3539 North Mill Road
Vineland, NJ 08360

OWNER/ADDRESS:

Cape May County MUA
1523 Route 9 North
Cape May Court House, NJ 08210

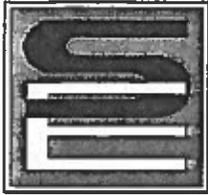
RECOMMENDED:

Cape May County MUA
1523 Route 9 North
Cape May Court House, NJ 08210

BY: _____
DATE: _____

BY: _____
DATE: _____

BY: _____
DATE: _____



SCALFO ELECTRIC, INC.

CONTRACTORS & DESIGNERS

3539 N. Mill Road, Vineland, NJ 08360
NJ License #34EB01348100

TEL. 856-692-5196
FAX 856-692-0660

CHANGE ORDER REQUEST

Client Address:

Cape May County Municipal Utilities Authority
1523 US Route 9 North
Cape May Court House, NJ 08210
Attn: Thomas Larocco, P.E.

COR #	1r1
Construction Bulletin:	
Project PCO #	
Scalfo RFI #	3
Reference:	Email Request
Drawing:	
Spec Section:	
Date:	1/14/2022
Project Name:	CMCMUA Transfer Station & Landfill A1
Project Number:	21-0020
Contract #:	
Page Number:	1

Work Description

Install Landfill & Transfer Station Verbatim

- 1.) Furnish and Install 20' - 3/4" EMT, EMT Set Screw Connectors & Couplings, Red Dot Fittings, EMT Hangers and necessary Hardware from end of new Landfill ATS Verbatim Conduit (Noted in Original Scope of Work) to the Verbatim location determined by CMCMUA via RFI #3 for Controls. EMT Conduit is in addition to the 40' noted on the drawings.
- 2.) Furnish and Install 40' - 3/4" GRC Conduit, Malleable Fittings, GRC Hangers and necessary Hardware from end of new Transfer Station ATS Verbatim Conduit (Noted in Original Scope of Work). GRC Conduit is addition to the 20' noted on the Drawings.
- 3.) Furnish and Install 100' - 3/4" EMT, EMT Set Screw Connectors & Couplings, EMT Hangers and necessary Hardware from end of above GRC Conduit to the Verbatim location determined by CMCMUA via RFI #3 for Controls.
- 4.) Furnish and Install two (2) Verbatim Model 301VSS-8C in locations determined by CMCMUA via RFI #3.
- 5.) Furnish and Install three (3) #14 THHN Conductors and one (1) Jet Line in the above Conduit for each of the above Verbatim Units. One (1) +24vdc, Two (2) +24vdc Inputs.
- 6.) Furnish Labor to terminate the above conductors.
- 7.) Furnish and Install 3/4" EMT, EMT Set Screw Connectors & Couplings, EMT Hangers and necessary Hardware from Panel B in the Landfill #2 Scale House to the proposed Verbatim location for 120v Power.
- 8.) Furnish and Install #12 THHN Conductors in the above Conduit.
- 9.) Furnish Labor to terminate #12 THHN to existing 20A 1P Breaker in Panel B to power the Verbatim located at the Landfill #2 Scale House.
- 10.) Trace the existing Conduit/Conductors used to power the decommissioned Leak Detection System and confirm that it was powered from a 15A or 20A 1P Breaker located in Panel L-1 or L-2.
- 11.) Reuse existing conduit, remove existing conductors and add three (3) #12 THHN Conductors to power the Verbatim located at the Transfer Station. Existing Conduit houses Power and Control Conductors and does not run directly to Power Panels as noted in Scope of Work provided.
- 12.) Furnish and Install one (1) Cat6 Cable from the above Verbatim's to the POTS System (Plain Old Telephone System) Backboard. Cat6 Cable to only be sleeved in EMT Conduit at both Verbatim and POTS Locations.
- 13.) Furnish and Install 60' - 3/4" GRC Conduit, Malleable Fittings, GRC Hangers and necessary Hardware from Power/Phone Room on the outside of the Building and into the Office Area at the Transfer Station. No means is available to run bare Cat6 Cable from Power/Phone Room to Office Area, therefore an Outside Conduit Sleeve is needed.
- 14.) Furnish and Install Cat6 Terminations as needed at the Verbatim and POTS Backboard. Termination Phone

ORIGINAL

CHANGE ORDER REQUEST

Client Address:

Cape May County Municipal Utilities Authority
 1523 US Route 9 North
 Cape May Court House, NJ 08210

Scalfo Electric, Inc.

COR # 1r1
Date: 1/14/2022
Project Name: CMCMUA Transfer Station & Landfill ATS & G
Project Number: 21-0020
Page Number: 2

Number to be provided by CMCMUA.

15.) Energize and Check Verbatim's for proper operation with CMCMUA Personnel.

This quote is limited to the direct costs detailed within this proposal.

We reserve the right to correct for errors and/or omissions.

Approval of this change will provide for a 60 day extension of the contract time for the additional work. Verbatim Dialers are currently 5-6 Weeks lead time before delivery, which is subject to change due to the current Pandemic.

We reserve any rights to claims for any additional delay impacts and consequential costs.

Your acceptance and approval is required within 10 days.

This proposal is void after 10 days and is subject to change thereafter.

Itemized Breakdown

Description	Qty	Net PriceU	Total Mat.	LaborU
3/4" CONDUIT - EMT	180	189.30C	340.74	6.20C
3/4" CONN SS STL - EMT	15	286.30C	42.95	12.00C
3/4" COUPLING SS STL - EMT	17	336.46C	57.20	6.00C
3/4" CONDUIT - RMC - GALV	100	585.88C	585.88	7.50C
3/4" TYPE LB STD CONDUIT BODY W/ CVR & GSKT -	3	35.22E	105.66	0.80E
3/4" BUSHING GRDG INSUL 150 DEG - STEEL	8	1,208.42C	96.67	25.00C
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	2	0.00C	0.00	25.00C
3/4" 1-H STRAP - RMC - STEEL	13	94.19C	12.24	5.00C
3/4" 1-H STRAP - EMT - STEEL	27	64.53C	17.42	5.00C
3/4" FLEX - ALUMINUM	12	194.56C	23.35	5.60C
3/4" CONN FLEX DC SQUEEZE STRAIGHT	4	279.27C	11.17	17.00C
3/4" CONN FLEX DC SQUEEZE 90 DEG	4	576.16C	23.05	21.00C
#14 THHN BLACK	726	630.28M	457.58	6.20M
#12 THHN BLACK	1,089	931.44M	1,014.34	7.50M
CBL - CMP CAT6 UTP BLU	190	175.00M	33.25	12.00M
TERM - EQPMT RM 2 PR STP (DATA)	4	15.00E	60.00	0.50E
CABLE TEST - 2 PR STP(DATA)	2	0.00E	0.00	0.50E
DRYWALL SELF-DRILL NYLON ANCHOR W/ #8 SCR	16	43.47C	6.96	17.50C
#12x 3/4 P/H SELF-TAP SCREW	13	26.32C	3.42	3.94C
#6x 1 1/4 WOOD SCREW	19	6.88C	1.31	2.00C
7.31" Lx 0.184" W - 1.750" BUNDLE NYLON CABLE TI	48	38.71C	18.58	2.00C
#12 WIRE POWER TERM	12	0.00E	0.00	0.19E
#14 WIRE CONTROL TERM	12	0.00E	0.00	0.15E
JET LINE	286	20.00M	5.72	0.00E
Brady Label	28	0.25E	7.00	0.15E
Verbatim	2	2,450.00E	4,900.00	2.00E
Totals	2,832		7,824.49	

Description	Total Hrs.
3/4" CONDUIT - EMT	11.16
3/4" CONN SS STL - EMT	1.80
3/4" COUPLING SS STL - EMT	1.02
3/4" CONDUIT - RMC - GALV	7.50
3/4" TYPE LB STD CONDUIT BODY W/ CVR & GSKT -	2.40
3/4" BUSHING GRDG INSUL 150 DEG - STEEL	2.00
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	0.50

ORIGINAL

CHANGE ORDER REQUEST

Client Address:

Cape May County Municipal Utilities Authority
 1523 US Route 9 North
 Cape May Court House, NJ 08210

Scalfo Electric, Inc.

COR # 1r1
Date: 1/14/2022
Project Name: CMCMUA Transfer Station & Landfill ATS & G
Project Number: 21-0020
Page Number: 3

Description	Total Hrs.
3/4" 1-H STRAP - RMC - STEEL	0.65
3/4" 1-H STRAP - EMT - STEEL	1.35
3/4" FLEX - ALUMINUM	0.67
3/4" CONN FLEX DC SQUEEZE STRAIGHT	0.68
3/4" CONN FLEX DC SQUEEZE 90 DEG	0.84
#14 THHN BLACK	4.50
#12 THHN BLACK	8.17
CBL - CMP CAT6 UTP BLU	2.28
TERM - EQPMT RM 2 PR STP (DATA)	2.00
CABLE TEST - 2 PR STP(DATA)	1.00
DRYWALL SELF-DRILL NYLON ANCHOR W/ #8 SCR	2.80
#12x 3/4 P/H SELF-TAP SCREW	0.51
#6x 1 1/4 WOOD SCREW	0.38
7.31" Lx 0.184" W - 1.750" BUNDLE NYLON CABLE TI	0.96
#12 WIRE POWER TERM	2.28
#14 WIRE CONTROL TERM	1.80
JET LINE	0.00
Brady Label	4.20
Verbatim	4.00
Totals	65.45

Summary

General Materials		7,824.49
Material Overhead	(@ 10.000 %)	782.45
Material Markup	(@ 10.000 %)	860.69
Total Material		9,467.63
General Foreman 351 (10/4/2021-9/30/2022)	(6.55 Hrs @ \$150.98)	988.92
Foreman 351 (10/4/2021-9/30/2022)	(13.09 Hrs @ \$129.08)	1,689.66
Journeyman 351 (10/4/2021-9/30/2022)	(65.45 Hrs @ \$111.64)	7,306.84
Safety - 2.5% labor manhrs	(2.13 Hrs @ \$111.64)	237.79
Labor Overhead	(@ 10.000 %)	1,022.32
Labor Markup	(@ 10.000 %)	1,124.55
Safety Equip. - 0.5% Labor cost	(1.00 @ 0.00 @ \$49.93 + 0.000 % + 0.000 % + 10.000 %)	54.92
Subtotal		21,892.63
Procure FEE	(@ 0.260 %)	56.92
Warranty (12 month)	(@ 1.200 %)	263.39
Final Amount		\$22,212.94

CONTRACTOR CERTIFICATION

Name:	_____
Date:	_____
Signature:	_____
I hereby certify that this quotation is complete and accurate based on the information provided.	

CLIENT ACCEPTANCE

ORIGINAL

CHANGE ORDER REQUEST

Client Address:

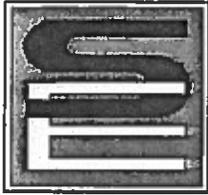
Cape May County Municipal Utilities Authority
1523 US Route 9 North
Cape May Court House, NJ 08210

Scalfo Electric, Inc.

COR # 1r1
Date: 1/14/2022
Project Name: CCMUA Transfer Station & Landfill ATS & G
Project Number: 21-0020
Page Number: 4

COR #	1r1
Final Amount:	\$22,212.94
Name:	<u>Thomas</u> Digitally signed by Thomas
Date:	<u>Volov</u>
Signature:	<u>Volov</u> Date: 2022.01.14 14:01:20
Change Order #:	<u>-05'00'</u>
<small>I hereby accept this quotation and authorize the contractor to complete the above described work.</small>	

ORIGINAL



SCALFO ELECTRIC, INC.

CONTRACTORS & DESIGNERS

3539 N. Mill Road, Vineland, NJ 08360
NJ License #34EB01348100

TEL. 856-692-5196
FAX 856-692-0660

CHARGES AGAINST ALLOWANCE CREDIT

Client Address:

CMCMUA
1523 U.S. 9 North
Cape May Court House, NJ 08210
Attn: Thomas LaRocco, P.E.

COR# 2
Construction Bulletin:
Project PCO #
Scalfo RFI#
Reference:
Drawing:
Spec Section:
Date: 3/21/2022
Project Name: CMCMUA SW-22-21 ATS & Generator
Project Number: 21-0020
Contract #:
Page Number: 1

Work Description

XHHW Credit

1.) Provided 350 mcm THHN in lieu of 350 mcm XHHW per Specifications. Credit delta of cost from XHHW to THHN.

This quote is limited to the direct costs detailed within this proposal.

We reserve the right to correct for errors and/or omissions.

Approval of this change will provide for a day extension of the contract time for the additional work.

We reserve any rights to claims for any additional delay impacts and consequential costs.

Your acceptance and approval is required within 10 days.

This proposal is void after 10 days and is subject to change thereafter.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U
#350 THHN BLACK	1,195	8,723.59 M	10,424.69	0.00M
#350 XHHW BLACK	-1,195	9,890.00 M	-11,818.55	0.00M
Totals	0		-1,393.86	

Description	Total Hrs.
#350 THHN BLACK	0.00
#350 XHHW BLACK	-0.00
Totals	0.00

Summary

General Materials

-1,393.86

ORIGINAL

CHARGES AGAINST ALLOWANCE

Client Address:

CMCMUA
1523 U.S. 9 North
Cape May Court House, NJ 08210

Scalfo Electric, Inc.

COR# 2
Date: 3/21/2022
Project Name: CMCMUA SW-22-21 ATS & Generator
Project Number: 21-0020
Page Number: 2

Summary (Cont'd)

Total Material	-1,393.86
Subtotal	-1,393.86
Final Amount	\$-1,393.86

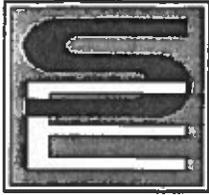
CONTRACTOR CERTIFICATION

Name:	<u>Thomas Volov</u>	Digitally signed by Thomas Volov
Date:		Date: 2022.03.21 08:41:02 -04'00"
Signature:	I hereby certify that this quotation is complete and accurate based on the information provided.	

CLIENT ACCEPTANCE

COR #	2
Final Amount:	\$-1,393.86
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____
I hereby accept this quotation and authorize the contractor to complete the above described work.	

ORIGINAL



SCALFO ELECTRIC, INC.

CONTRACTORS & DESIGNERS

3539 N. Mill Road, Vineland, NJ 08360
NJ License #34EB01348100

TEL. 856-692-5196
FAX 856-692-0660

CHARGES AGAINST ALLOWANCE

Client Address:

CMCMUA
1523 U.S. 9 North
Cape May Court House, NJ 08210
Attn: Thomas LaRocco, P.E.

COR# 3r1
Construction Bulletin:
Project PCO #
Scalfo RFI #
Reference: Electrical Insp
Drawing:
Spec Section:
Date: 6/13/2022
Project Name: CMCMUA SW-22-21 ATS & Generator
Project Number: 21-0020
Contract #:
Page Number: 1

Work Description

Install Bollards at Transfer Station

1.) Furnish Labor and Materials to install two (2) Bollards in front of the Generator Docking Station as requested by the Electrical Inspector. Bollards will be installed per design drawings furnished by CMCMUA and Buchar Horn, Inc. provided at time of pricing.

This quote is limited to the direct costs detailed within this proposal.

We reserve the right to correct for errors and/or omissions.

Approval of this change will provide for a 15 day extension of the contract time for the additional work.

We reserve any rights to claims for any additional delay impacts and consequential costs.

Your acceptance and approval is required within 10 days.

This proposal is void after 10 days and is subject to change thereafter.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U
Labor Only	2	0.00 E	0.00	1.00 E
Totals	2		0.00	

Description	Total Hrs.
Labor Only	2.00
Totals	2.00

Summary

General Foreman 351 (10/4/2021-9/30/2022)	(2.00 Hrs @ \$150.98)	301.96
Labor Overhead	(@ 10.000 %)	30.20

ORIGINAL

CHARGES AGAINST ALLOWANCE

Client Address:

CMCMUA
1523 U.S. 9 North
Cape May Court House, NJ 08210

Scalfo Electric, Inc.

COR# 3r1
Date: 6/13/2022
Project Name: CMCMUA SW-22-21 ATS & Generator
Project Number: 21-0020
Page Number: 2

Summary (Cont'd)

Labor Markup	(@ 10.000 %)	33.22
Subtotal		365.38
CIVIL WORK	(\$1,710.00 + 0.000 % + 0.000 % + 10.000 %)	1,881.00
Subtotal		2,246.38
Procure FEE	(@ 0.260 %)	5.84
Warranty (12 month)	(@ 1.200 %)	27.03
Final Amount		\$2,279.25

CONTRACTOR CERTIFICATION

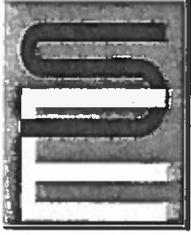
Name: Thomas Volov Digitally signed by Thomas Volov
Date: _____ Date: 2022.06.13 11:07:46 -04'00'
Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

COR # 3r1
Final Amount: \$2,279.25

Name: _____
Date: _____
Signature: _____
Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



SCALFO ELECTRIC, INC.

CONTRACTORS & DESIGNERS

3539 N. Mill Road, Vineland, NJ 08360
NJ License No. 34EB01348100

tel : 856-692-5196
fax : 856-692-0660

CMCMUA
1523 US Route 9 North
Cape May Court House, NJ 08210

Scalfo CJ # 21-0020
DATE: July 19, 2022

ATTENTION: Thomas LaRocco, P.E.
REFERENCE: SW-22-21 Landfill & Transfer Station Generator

Dear Mr. LaRocco,

Please accept this letter as Scalfo Electric's formal request for an extension of time to complete our work under CMCMUA Project SW-22-21. Until our start date of December 8, 2021, we have been unable to begin work defined under project scope due to several delays in receiving materials and equipment. Scalfo has been informed by our Vendors the delays are directly related to the Covid Pandemic, which has reduced manufactures workforce and ability to source materials. One notable item repeatedly being delayed is the Trailer Mounted Portable Generator. Cummins, Generator Manufacture, has recently improved to a ship date of April 22, 2022. If this date holds true, Scalfo will receive the Generator in the first or second week of May 2022. Scalfo will then schedule factory startup and commissioning, which will take place 20-40 days from date of request to manufacture.

We anticipate substantial completion by July 8, 2022; therefore, ask for an additional one hundred fifty seven (157) days added onto the original contract completion date of February 1, 2022. In the event further delays are realized, Scalfo shall notify CMCMUA in writing as soon as possible.

Very truly yours,

Tom Volou

Project Manager
SCALFO ELECTRIC, INC

Cape May County Municipal Utilities Authority

RESOLUTION NO. 109-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT SW-EQUIP-41-22 – FURNISH AND DELIVER OEM REPLACEMENT PARTS, INSPECTIONS AND SHOP SERVICES FOR ABB MODEL TPS-52E01 TURBOCHARGERS TO TURBO SYSTEMS US INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract SW-EQUIP-41-22 - Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

WHEREAS, the Authority received one (1) bid in accordance with the public advertisement for the Contract and publicly opened said bid on July 19, 2022; and,

WHEREAS, the Authority's Solid Waste Program Manager has reviewed the bid submitted by the sole bidder, Turbo Systems US Inc., and has determined that it complies with the Technical Specifications of the Contract and recommends Turbo Systems US Inc. be awarded said Contract; and,

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

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Turbo Systems US Inc., 26 Worlds Fair Drive, Unit F, Somerset, NJ 08873 is a responsible bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract SW-EQUIP-41-22 in the total not-to-exceed amount of \$112,000.00; and,

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

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

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract SW-EQUIP-41-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Turbo Systems US Inc., at the total not-to-exceed amount of \$112,000.00.
3. The Authority's Executive Director, or Deputy Director, is hereby authorized and directed to execute said contract.

BE IT FURTHER RESOLVED in accordance with N.J.A.C. 5:30-5.5(b)2, no amount to OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers under Contract SW-EQUIP-41-22 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 \$112,000.00.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 109-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers

Purpose and Scope of Contract: The purpose of this contract is to secure a vendor who will provide, on an as needed basis, workshop overhaul services, as well as, various new and unused original equipment manufacturer's replacement parts and components for the turbochargers installed on the GE Jenbacher landfill gas operated electrical generator sets.

PROCUREMENT INFORMATION

Contract Type: <input checked="" type="checkbox"/> Procurement (Goods and Services) <input type="checkbox"/> Construction		<input type="checkbox"/> Professional Services <input type="checkbox"/> Non-Professional Services
Contract Number: SW-EQUIP-41-22	Term of Contract: One (1) Year	Option to Renew: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: contains Two (2) - One (1) year renewal options
Bid Guarantee: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Consent of Surety: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Liquidated Damages: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: ,Basis:		
Engineer's Estimate: \$125,000.00		
Advertisement Date: June 24, 2022		Opening Date: July 19, 2022
Contract Award Basis: <input checked="" type="checkbox"/> Lowest Responsible Bidder <input type="checkbox"/> Highest Ranking Score		<input type="checkbox"/> Best Value <input type="checkbox"/> Cooperative Pricing System <input type="checkbox"/> Negotiated
Recommendation: <input checked="" type="checkbox"/> Award <input type="checkbox"/> Exercise 1 year option to renew under original Contract Terms and Conditions, Option Dates: ; Options to Renew remaining: <input type="checkbox"/> Reject, Basis:		

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Turbo Systems US Inc.	Address: 26 Worlds Fair Drive Unit F Somerset, NJ 08873
---	--

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

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

Contract Value, Not-To-Exceed: \$112,000.00

Contract Spending Previous Contract Year: \$16,233.40



Kevin W. McGahey, Purchasing Agent

07-28-2022
Date



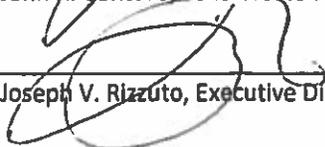
John R. Conturo, Solid-Waste Program Manager

7/27/2022
Date



Robert P. Donato, Chief Financial Officer

7/28/2022
Date



Joseph V. Rizzuto, Executive Director

07/27/22
Date

WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †

Daniel H. Long †±◇

Christopher F. Long †◇

John A. Moustakas †◇

John D. Wade †

OF COUNSEL

Leonard J. Wood, Jr. †

OF COUNSEL

† Admitted to NJ Bar

± Admitted to Washington DC Bar

◇ Admitted to PA Bar

July 22, 2022

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

**RE: Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB
Model TPS-52E01 Turbochargers
SW-EQUIP-41-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submission with respect to the Contract for SW-EQUIP-41-22 to Furnish and Deliver Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received one (1) bid for the Contract. The bid was submitted on Tuesday, July 19, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>TOTAL AMOUNT BID</u>
I. Turbo Systems US, Inc.	\$112,000.00
<u>Engineer's Estimate</u>	<u>\$125,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought bids for a vendor to provide, on an "as needed" basis, workshop overhaul services, as well as various new and unused Original Equipment Manufacturers (OEM) replacement parts and components for the Authority's Turbochargers which are installed on two (2) of the active GE Jenbacher J320 one (1) Megawatt (each) Landfill Gas (LFG) operated electric generator sets. The successful bidder shall be responsible for freight charges required to transport the Turbochargers to and from the workshop. See Bid Specifications – Section IV(1.0) – Technical Specifications, Scope of Work. The specifications make clear that the contract does not guarantee that a specific number of parts will be

**RE: Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers
SW-EQUIP-41-22**

ordered, or that a specific number of labor hours will be requested, or that a specific total dollar amount will automatically be expended. All parts, service and labor shall be ordered on an "as needed" basis. See Bid Specifications – Section IV(5.0) – Technical Specifications, Bid Quantities.

Following review of the bids submitted, the apparent low bid for the above referenced contract was submitted by Turbo Systems US, Inc. ("Turbo Systems"). Following my review of the bid, no defects were uncovered, and the bid complied with the specifications from a legal perspective.

III. LEGAL ANALYSIS

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

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

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

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth., 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 314 (1994). However, while material conditions contained in bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way.

**RE: Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers
SW-EQUIP-41-22**

Terminal Const. Corp., 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. Hanover Tp. v. Inter. Fidelity Ins. Co., 122 N.J.Super. 544, 548 (App.Div.1973).

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

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

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

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

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

**RE: Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers
SW-EQUIP-41-22**

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

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

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

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

As outlined above, the bid submitted by Turbo Systems contained no defects and complied with the specifications from a legal and technical perspective. 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. TURBO SYSTEMS US, INC.'S BID

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

1. Bidder's Checklist;
2. Statement of Ownership Disclosure;
3. Non-Collusion Affidavit;
4. Price Parts List;
5. Contact List;
6. Authorized Staff Credentials;
7. Proposal;
8. Acknowledgment of Receipt of Addenda;
9. Disclosure of Investment Activities in Iran Form;

Joseph V. Rizzuto
Executive Director
July 22, 2022
Page 5

**RE: Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers
SW-EQUIP-41-22**

10. New Jersey Business Registration Certificate;
11. IRS Form W-9;
12. Certificate of Liability Insurance;
13. Employee Information Report.

The bid submitted by Turbo Systems is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for contract SW-EQUIP-41-22, to Furnish and Deliver OEM Replacement Parts, Inspections and Shop Services for ABB Model TPS-52E01 Turbochargers on behalf of the CCMUA is Turbo Systems US, Inc. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to Turbo Systems, subject to staff concurrence and the availability of funds.

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

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

Christopher F. Long

Christopher F. Long, Esquire

cc: Thomas LaRocco, Chief Engineer
Robert Donato, Chief Financial Officer
John Conturo, Solid Waste Management Program Director
Annie M. McDevitt, Office Manager
Desireé McDonald, Principal Purchasing Assistant
Kevin McGahey, Purchasing Agent

Cape May County Municipal Utilities Authority

RESOLUTION NO. 110-22

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TS-21-22 – TRANSFER STATION MIDDLE BAY FLOOR AND PUSHWALL REHABILITATION TO FRED M. SCHIAVONE CONSTRUCTION, INC.

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has publicly advertised Contract TS-21-22 – Transfer Station Middle Bay Floor and Pushwall Rehabilitation ("Contract") and furnished detailed specifications for said Contract to potential bidders; and,

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

WHEREAS, the Authority's Chief Engineer has reviewed the bid submitted by the apparent low bidder, Fred M. Schiavone Construction, Inc., and has determined that Fred M. Schiavone Construction, Inc.'s bid complies with the Technical Specifications of the Contract and recommends Fred M. Schiavone Construction, Inc. be awarded said Contract; and,

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

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

WHEREAS, the Cape May County Municipal Utilities Authority has therefore determined that Fred M. Schiavone Construction, Inc., P.O. Box 416, Malaga, NJ 08328, is a qualified bidder, having submitted a responsive bid in accordance with the Bid Specifications and Advertisement for Contract TS-21-22 in the not-to-exceed amount of \$182,000.00; 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 TS-21-22 identified in the Preamble of this Resolution, in substantially the same form as now on file with the Authority's Office Manager, is hereby awarded to Fred M. Schiavone Construction, Inc., at the total not-to-exceed amount of \$182,000.00.
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						
Ms. Saduk						
Mr. Rixey						
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 TS-21-22 – Transfer Station Middle Bay Floor and Pushwall Rehabilitation for a total not-to-exceed amount of \$182,000.00 under the line item appropriation or account number(s) 400-0000-751-15-08. 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. 110-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

 Assistant Corporate Secretary

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

PROJECT INFORMATION

Project Name: Transfer Station Middle Bay Floor and Pushwall Rehabilitation

Purpose and Scope of Contract: The purpose of this contract is to rehabilitate the middle bay tipping floor and areas of the pushwall that have been worn and damaged due to daily use.

PROCUREMENT INFORMATION

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

Contract Number: TS-21-22 **Term of Contract:** 180 Calendar Days **Option to Renew:** No
 Yes: contains

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

Liquidated Damages: No
 Yes: \$500.00 per day, Basis: Cost incurred to the Authority due to limited Transfer Station floor space should the work be delayed.

Engineer's Estimate: \$200,000.00

Advertisement Date: June 10, 2022 **Opening Date:** July 14, 2022

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

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

CONTRACTOR/VENDOR INFORMATION

Contractor/Vendor: Fred M. Schiavone Construction, Inc. **Address:** P.O. Box 416
Malaga, NJ 08328

BUDGET INFORMATION

Program: Wastewater Solid Waste Administration

Funding:

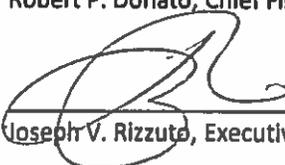
Operating Budget Capital SW Building & Site Maintenance SW Equipment Fund

Contract Value, Not-To-Exceed: \$182,000.00

Contract Spending Previous Contract Year: N/A

 _____ / 07-28-2022 _____ / 7/27/2022
Kevin W. McGahey, Purchasing Agent Date John Conturo, Solid Waste Program Manager Date

 _____ / 7/28/2022 _____ / 7/18/2022
Robert P. Donato, Chief Financial Officer Date Thomas J. LaRocco, Chief Engineer Date

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

ENGINEER'S ESTIMATE		OPENING DATE	Fred M. Schiavone Construction, Inc.		JPC Group, Inc.	
\$200,000.00		THURSDAY, JULY 14, 2022 @ 2:00 P.M.				
CONTRACT NUMBER AND TITLE						
TS-21-22 TRANSFER STATION MIDDLE BAY FLOOR AND PUSHWALL REHABILITATION						
ITEM	DESCRIPTION	QUANTITY	LUM SUM PRICE	PROVIDED	LUM SUM PRICE	LUM SUM PRICE
1	STAGING OF WORK (LUMP SUM)	1	\$ 10,000.00	\$	10,000.00	
2	TIPPING FLOOR SLAB REHABILITATION	1	\$ 105,000.00	\$	105,000.00	
3	SOUTH PUSHWALL BASE REHABILITATION	1	\$ 5,000.00	\$	5,000.00	
4	WEST PUSHWALL REHABILITATION	1	\$ 6,000.00	\$	6,000.00	
5	DEFLECTOR POST BASE REINFORCEMENTS	1	\$ 13,000.00	\$	13,000.00	
6	EXTERIOR SLAB REPLACEMENT	1	\$ 26,000.00	\$	26,000.00	
7	ALLOWANCE FOR UNFORESEEN CONDITIONS	1	\$ 15,000.00	\$	15,000.00	
TOTAL AMOUNT BID			\$ 182,000.00	\$	182,000.00	
	BIDDER'S CHECKLIST	REQUIRED	PROVIDED		PROVIDED	
	BID GUARANTEE	x	yes		PROVIDED	
	CONSENT OF SURETY	x	yes	approved provider	yes	approved provider
	STATEMENT OF OWNERSHIP NON-COLLUSION AFFIDAVIT	x	yes	approved provider	yes	approved provider
	BIDDER'S EXPERIENCE/REFERENCES	x	yes		yes	
	MANDATORY DESIGNATION OF SUBCONTRACTORS AND/OR BIDDER'S OWN WORKFORCE	x	yes		yes	
	PROPOSAL FORM(S)	x	yes		yes	
	ADDENDA ACKNOWLEDGEMENT	x	yes		yes	
	DISCLOSURE OF INVESTMENT ACTIVITIES IRAN		yes		yes	
	N.J. BUSINESS REGISTRATION CERTIFICATE		yes	valid	yes	valid
	FEDERAL NON-DEBARMENT CERTIFICATION		yes	clear	yes	clear
	PUBLIC WORKS CONTRACTORS REGISTRATION CERTIFICATE		yes	valid	yes	valid
	IRS FORM W-9		yes		yes	
	INSURANCE CERTIFICATES(6)		no		no	
	MANDATORY AFFIRMATIVE ACTION		yes	15-Jun-2029	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 19, 2022

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

**RE: Transfer Station Middle Bay Floor and Pushwall Rehabilitation
TS-21-22**

Dear Mr. Rizzuto:

I. INTRODUCTION

I have reviewed the documents provided regarding the bid submissions with respect to Contract TS-21-22 for the Transfer Station Middle Bay Floor and Pushwall Rehabilitation on behalf of the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA received two (2) bids for the Contract. The bids were submitted on Thursday, July 14, 2022, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
1. Fred M. Schiavone Construction, Inc.	\$182,000.00
2. JPC Group, Inc.	\$296,000.00
<u>Engineer's Estimate</u>	<u>\$200,000.00</u>

II. FACTUAL ANALYSIS

The bid specifications sought a vendor to complete certain tasks inside the Transfer Station Building, which include the staging of work, tipping floor slab rehabilitation, south pushwall base rehabilitation, west pushwall top rehabilitation, deflector post base reinforcement, and exterior concrete slab replacement. See Bid Specifications Section 01010(1.02(C)), Summary of Work, Work Included.

The apparent low bidder for this contract was Fred M. Schiavone Construction, Inc. ("Schiavone"). Upon review of the bid submitted by Schiavone, it was uncovered that the bidder did not submit Insurance Information within their original bid package. However, the bid specifications provide that the Insurance

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Certificate must be submitted prior to the execution of the agreement. See Bid Specifications Section 00200(34), General Instructions to Bidders, Insurance. All other documents were properly submitted by Schiavone and the bid complied with the specifications from a legal perspective. Of note, as this is a public works contract and Schiavone's bid is more than ten (10) percent lower than the next lowest bid, Schiavone is required to certify to the Authority, prior to the award of the contract, that prevailing wage rates shall be paid for this project.

Schiavone's bid was reviewed from a technical perspective by Mr. Thomas LaRocco, Chief Engineer on behalf of the Authority and Mr. John Conturo, Solid Waste Program Manager on behalf of the Authority. Following their review, Mr. LaRocco and Mr. Conturo opined via correspondence dated July 18, 2022, that the bid submitted by Schiavone complied with the specifications from a technical perspective and recommended the award of the contract to Schiavone.

III. LEGAL ANALYSIS

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

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

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

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth., 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 314 (1994). However, while material conditions contained in bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way.

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Terminal Const. Corp., 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. Hanover Tp. v. Inter. Fidelity Ins. Co., 122 N.J.Super. 544, 548 (App.Div.1973).

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

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

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

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

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

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

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

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

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

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

As outlined above, there are no apparent defects within the bid submitted by Schiavone. 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. FRED M. SCHIAVONE CONSTRUCTION, INC.'S BID

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

1. Bidder's Checklist;
2. Bid Bond;
3. Power of Attorney;
4. Consent of Surety;
5. Surety Financial Statement;
6. Statement of Ownership Disclosure;
7. Non-Collusion Affidavit;
8. Bidder's Experience/References;
9. List of Completed Contracts;
10. Mandatory Designation of Subcontractors and/or Bidders Own Workforce;
11. Proposal;
12. Acknowledgment of Receipt of Addenda;
13. Disclosure of Investment Activities in Iran Form;
14. New Jersey Business Registration Certificate;
15. Certification of Non-Debarment for Federal Government Contracts;
16. Public Works Contractor Registration Act Certificate;
17. IRS Form W-9;
18. Certificate of Employee Information Report;
19. DPMC Notice of Classification;

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20. NJSDA Contractor Notice of Prequalification;
21. NJELEC Pay-to-Play;
22. SBE Approval Letter.

The bid submitted by Schiavone 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 TS-21-22, for the Transfer Station Middle Bay Floor and Pushwall Rehabilitation project on behalf of the CMCMUA be awarded to Schiavone. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract to Schiavone subject to staff concurrence and the availability of funds. Of note, Schiavone's Insurance Certificates must be submitted prior to the execution of the agreement. Additionally, as this is a public works contract and Schiavone's bid is more than ten (10) percent lower than the next lowest bid, Schiavone is required to certify to the Authority, prior to the award of the contract, that the prevailing wage rates shall be paid for this project.

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

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

Christopher F. Long

Christopher F. Long, Esquire

cc: Thomas LaRocco, Chief Engineer
 Robert Donato, Chief Financial Officer
 John Conturo, Solid Waste Program Manager
 Annie M. McDevitt, Office Manager
 Kevin McGahey, QPA, Purchasing Agent
 Desireé McDonald, Principal Purchasing Assistant

Cape May County Municipal Utilities Authority

RESOLUTION NO. 111-22

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

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

WHEREAS, there presently exists an agreement between various municipalities within Cape May County (hereinafter the "Municipalities") and the CMCMUA for the use of the System for the disposal, transfer, and recycling of solid waste for a one (1) year period ending on December 31, 2022 entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement"); and,

WHEREAS, the CMCMUA now desires to offer to each municipality within Cape May County the opportunity to enter into a new Agreement and to fix the expiration date of said Agreement to occur on December 31, 2023; and,

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

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

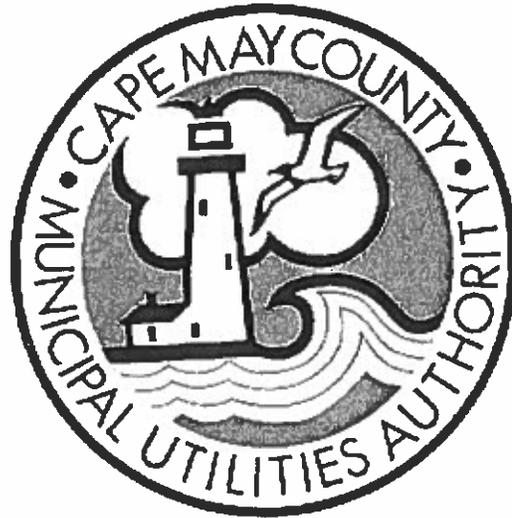
1. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement for Solid Waste Disposal and Recycling Services", in substantially the same form as currently on file with the Authority's Office Manager with such minor revisions as may be determined to be appropriate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

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 111-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

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



Between

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

and

«Municipality»

Effective

January 1, 2023²

SHARED SERVICES AGREEMENT

FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

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SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

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

WITNESSETH:

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

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

WHEREAS, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2023; and

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

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

Article I. Definitions

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

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

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

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

Article II. Commencement and Term

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2023~~2~~ and shall remain in effect until December 31, 2023~~2~~.

Article III. Municipality Responsibilities

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

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

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

Article IV. CMCMUA Responsibilities

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

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

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

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

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

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

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

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2023~~2~~, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than ~~three~~two percent (~~32~~%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2022~~1~~. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

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

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

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

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

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

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

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

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose ⁵.

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

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

Article VII. Single Stream Recyclable Material Disposal Rates

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

Article VIII. Billing and Payments

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

~~**Article IX. Revenues from Cape May County Generated Single Stream Recyclable Material**~~

~~The CMCMUA shall pay to the Municipality, or credit to the Municipality's Solid Waste Disposal account all net positive material revenues received by the CMCMUA from the sale of Cape May County generated Single Stream Recyclable Material in excess of the CMCMUA's annual expenses associated with the processing of Cape May County generated Single Stream Recyclable Material accepted by the CMCMUA. All such net positive material revenues will be distributed or credited to each participating Municipality in proportion to the Municipality's share of the total quantity of Single Stream Recyclable Material collected and delivered by the Municipality to the CMCMUA during the previous calendar year.~~

~~Any Municipality that fails to deliver, or fails to have delivered, all Single Stream Recyclable Material categories, as referenced in Exhibit "A", generated within the Municipality for collection by, or on behalf of, the Municipality, will be assessed a surcharge for the~~

~~processing of low revenue Single Stream Recyclable Material and will not be entitled to receive a full share of all net Single Stream Recyclable Material revenues as described above. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming Single Stream Recyclable Material delivered to the CMCMUA (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of Single Stream Recyclable Material from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.[RJVI]~~

~~Article X.~~**Article IX. Single Stream Recyclable Material Reports**

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

~~Article XI.~~**Article X. Technical and Educational Assistance**

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

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

~~Article XII.~~**Article XI. _____ Ordinances**

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

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

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

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

~~Article XIV.~~ **Article XIII. Licensing of Transporters**

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

~~Article XV.~~ **Article XIV. Monitoring of Solid Waste Disposal Activities**

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

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

construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

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

~~Article XVI:~~Article XV. **Failure of the Municipality to Perform**

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

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

~~Any Municipality that fails to deliver, or fails to have delivered to the CMCMUA all categories of Single Stream Recyclable Material generated and/or collected by or on behalf of the Municipality within its corporate boundaries, will be assessed a surcharge for the processing of low revenue Single Stream Recyclable Material as described in Article IX of this Agreement and will not be entitled to receive a full share of all net positive Single Stream Recyclable Material revenues from the sale of Cape May County generated Single Stream Recyclable Material as described in Article IX.~~

~~Article XVII.~~ Article XVI. **Failure of the CMCMUA to Perform**

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

~~Article XVIII.~~ Article XVII. **Disputes**

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

~~Article XIX.~~ Article XVIII. **Force Majeure**

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either Party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial

order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

~~Article XX.~~ Article XIX. **Excusable Termination of Agreement**

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

~~Article XXI.~~ Article XX. **Penalty**

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

~~Article XXII.~~ Article XXI. **Governing Law**

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

~~Article XXIII.~~ Article XXII. **Severability**

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

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

~~Article XXIV.~~ Article XXIII. **Successors and Assigns**

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

~~Article XXV.~~ Article XXIV. **Notices**

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

In the Case of the CMCMUA:

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

In the case of the Municipality addressed to:

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

~~Article XXVI.~~ Article XXV. **Successor Agreement**

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2022, this Agreement shall supersede and replace any and all prior Shared Services

Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

~~Article XXVII.~~ Article XXVI. **Entire Agreement**

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

~~Article XXVIII.~~ Article XXVII. **Favored Municipality Status**

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

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

«Municipality»

ATTEST:

ATTEST:

SECRETARY

MUNICIPAL CLERK

DATE

DATE

DRAFT

EXHIBIT "A"

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

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

Single Stream Recyclable Material

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

Disposition

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

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

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

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

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

EXHIBIT "B"

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

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

Source Separated Recyclable Material

Disposition

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

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

EXHIBIT "B"

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

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

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

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

Cape May County Municipal Utilities Authority

RESOLUTION NO. 112-22

RESOLUTION AUTHORIZING THE RENEWAL OF PARTICIPATION IN A COOPERATIVE PRICING AGREEMENT WITH THE COUNTY OF CAPE MAY

WHEREAS, the Cape May County Municipal Utilities Authority ("Authority") has previously entered into the Cape May County Cooperative Pricing System, 25CMaCP ("Cooperative Pricing Agreement") with the County of Cape May ("County") for the conduct of certain functions relating to the purchase of work, materials, and supplies for their respective jurisdictions; and,

WHEREAS, the Authority finds it economically expedient to renew, for a five (5) year period, an Agreement for Cooperative Purchasing with the County; and,

WHEREAS, pursuant to the provisions of N.J.S.A. 40:11-11(5), the Authority is hereby authorized to enter into a renewal of such an Agreement; and,

WHEREAS, the County in carrying out its function under the Agreement shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) and all other statutory provisions.

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

1. The Cape May County Municipal Utilities Authority is hereby authorized to renew, for a five (5) year period, the Cooperative Pricing Agreement previously executed with the County of Cape May in the form currently on file with the Authority's Office Manager.
2. The Executive Director is hereby authorized and directed to execute any necessary documents related to the renewal of said Cooperative Pricing Agreement.

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

I hereby certify the foregoing to be a true and correct copy of Resolution No. 112-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.

Assistant Corporate Secretary

MEMORANDUM

July 28, 2022

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

FROM: Kevin W. McGahey, QPA, Purchasing Agent

RE: Resolution Request for Continued Participation in the Cape May County Cooperative Pricing System, 25CMaCP

The CMCMUA is currently a member of the Cape May County Cooperative Pricing System, 25CMaCP, and has been a member since 1998. Most of the County's municipalities, school boards, authorities and commissions have joined together to form a joint purchasing group in an effort to combine the needs of each entity, increase the order quantities and thereby reduce the cost of procurement for the respective contracting agencies.

Per the Local Public Contracts Law N.J.S.A. 40A:11-10 and 40A:11-11, which permit joint purchasing agreements and the requirements relating to these agreements, the County of Cape May, as the lead agency, is currently preparing to submit a renewal application to the State of New Jersey. The County of Cape May has requested that we adopt a Resolution authorizing our continued participation in the Cape May County Cooperative Pricing System, 25CMaCP, see attached email.

It is therefore recommended that the Board of Commissioners pass a Resolution at our August 3, 2022 Board Meeting, permitting the CMCMUA to continue participation in the Cape May County Cooperative Pricing System, 25CMaCP.

With the Concurrence of:



Robert P. Donato, CPA,
Chief Financial Officer

7/28/2022

Date



Joseph V. Rizzuto,
Executive Director

07/28/22

Date



Annie McDevitt <mcdevittam@cmcmua.com>

Fwd: County of Cape May Cooperative Pricing System 25CMACP Renewal

Annie McDevitt <mcdevittam@cmcmua.com>

Thu, Jul 28, 2022 at 9:15 AM

----- Forwarded message -----

From: **Shustack, Dan** <Dan.Shustack@co.cape-may.nj.us>

Date: Fri, Jul 22, 2022 at 1:49 PM

Subject: County of Cape May Cooperative Pricing System 25CMACP Renewal

To: dnollett@avalonboro.org <dnollett@avalonboro.org>, ewart@capemaypoint.org <ewart@capemaypoint.org>, stanfords@shnj.org <stanfords@shnj.org>, tenteado@westcapemay.us <tenteado@westcapemay.us>, dfrederick@westwildwood.org <dfrederick@westwildwood.org>, clerk@wildwoodcrest.org <clerk@wildwoodcrest.org>, clerk@boroughofwoodbine.net <clerk@boroughofwoodbine.net>, Coughlin, Karen <karen.coughlin@co.cape-may.nj.us>, JosephRizzuto@cmcmua.com <JosephRizzuto@cmcmua.com>, lflynn@capemaytech.com <lflynn@capemaytech.com>, kallen@cmcspecialservices.org <kallen@cmcspecialservices.org>, cityclerk@capemaycity.com <cityclerk@capemaycity.com>, sjett@northwildwood.com <sjett@northwildwood.com>, mrasner@ocnj.us <mrasner@ocnj.us>, cwood@wildwoodnj.org <cwood@wildwoodnj.org>, mallettm@lcmrschools.com <mallettm@lcmrschools.com>, mchapman@ltmua.org <mchapman@ltmua.org>, jackie@dennistwp.org <jackie@dennistwp.org>, jpocard@townshipoflower.org <jpocard@townshipoflower.org>, kosmundsen@middletownship.com <kosmundsen@middletownship.com>, clerk@uppertownship.com <clerk@uppertownship.com>, sromano@seaislecitynj.us <sromano@seaislecitynj.us>, jlushok@crestmem.edu <jlushok@crestmem.edu>

Good afternoon,

On July 12th, 2022, the County Board of Commissioners passed Resolution #456-22 which renewed the County Cooperative Pricing System (25CMaCP). Attached is a copy of the Resolution and a list of the current members. At your earliest convenience could you please send me a copy of your governing bodies confirming resolution with intent to utilize the County Co-op for various goods and services.

If you have any questions, please let me know.

Thank you,

Dan Shustack

Department of Purchasing

County of Cape May

4 Moore Road DN116

Cape May Court House, NJ 08210

Ph- 609-465-1127

dan.shustack@co.cape-may.nj.us

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Include Non-Budgeted: Y
 Open: N
 Rcvd: N
 Bid: Y
 Paid: Y
 Held: N
 State: Y
 Void: N
 Aprv: N
 Other: Y
 Exempt: Y
 Paid Date Range: 07/14/22 to 08/03/22
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2200063	01/13/22	SCALF005 SCALFO ELECTRIC	SM-04-21 SCADA Construction	Open	113,426.95	0.00	
M2200073	01/14/22	CASAP005 CASA PAYROLL SERVICE	Payroll Services for 2022	Open	582.00	0.00	
M2200171	01/20/22	EASTE020 EASTERN LIFT TRUCK	REPAIRS TO FORKLIFT	Open	11,509.58	0.00	
M2200193	01/20/22	FOLEY005 FOLEY, INC.	12 month rental of Cat.336CG	Open	11,969.00	0.00	
M2200195	01/20/22	SCALF005 SCALFO ELECTRIC	EMERGENCY GENERATOR LF AND TS	Open	47,907.68	0.00	
M2200217	01/24/22	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE FOR LANDFILL	Open	536.24	0.00	
M2200218	01/24/22	UNIFI005 UNIFIRST CORPORATION	UNIFORM SERVICE FOR TS	Open	257.45	0.00	
M2200219	01/24/22	SPRIN010 CRYSTAL SPRINGS	DRINKING WATER FOR LF AND TS	Open	269.35	0.00	
M2200222	01/24/22	CASAR005 CASA REPORTING SERVICES, LLC	Affordable Care Act (ACA) 2022	Open	243.00	0.00	
M2200239	01/25/22	TOILE005 CAPRIONI PORTABLE TOILETS	PORTABLE TOILETS	Open	225.00	0.00	
M2200302	01/31/22	SPRIN010 CRYSTAL SPRINGS	BOTTLE WATER SUPPLY ADMIN 2022	Open	67.99	0.00	
M2200344	02/03/22	UNIFI005 UNIFIRST CORPORATION	YEARLY UNIFORM RENTAL	Open	545.44	0.00	
M2200345	02/03/22	UNIFI005 UNIFIRST CORPORATION	ANNUAL UNIFORM SERVICE	Open	323.40	0.00	
M2200442	02/11/22	AMBAS005 AMBASSADOR MEDICAL SERV.,INC	Drug & Alcohol Testing	Open	1,284.00	0.00	
M2200630	02/24/22	BRENT005 BRENTWOOD INDUSTRIES, INC.	WW-EQUIP-16-21	Open	10,837.12	0.00	
M2200658	02/25/22	SPRIN010 CRYSTAL SPRINGS	DISTILLED WATER FOR LAB	Open	77.00	0.00	
M2200671	03/01/22	GANNE005 GANNETT FLEMING, INC.	RFP-45-21 WWL PROCESS AIR	Open	48,376.11	0.00	
M2200696	03/02/22	MUNIC010 MUNICIPAL MAINTENANCE	WW-EQUIP-02-20	Open	37,368.54	0.00	
M2200880	03/17/22	UNITE050 UNITED ELECTRIC	REUSE VFD CABINET	Open	4,910.36	0.00	C
		Contract No: C2100021					
M2200899	03/18/22	MCINT005 MCINTOSH CONTROLS CORPORATION	BACKFLOW PREVENTER TEST KIT	Open	104.99	0.00	
M2200921	03/21/22	SUPPR005 SUPPRESSION SYSTEMS, INC.	INSPECTION AGREEMENT RENEWAL	Open	1,275.00	0.00	
M2200929	03/22/22	JAXLL005 JAX LLC	WASTEWATER T-SHIRTS	Open	2,879.30	0.00	
M2201037	04/04/22	LAWNG010 LAWN & GARDEN LANDSCAPING, LLC	LANDSCAPING SERVICES FOR ADMIN	Open	1,248.00	0.00	
M2201043	04/04/22	XYLEM005 XYLEM WATER SOLUTIONS USA, INC	SPARE PUMPS FOR PARTS	Open	7,590.35	0.00	
M2201094	04/07/22	GRAIN005 GRAINGER INC.	VENT FANS PRI/SEC SCUM BLDG	Open	2,135.22	0.00	
M2201105	04/11/22	MUNIC010 MUNICIPAL MAINTENANCE	MADISON GRINDER MOTOR	Open	12,660.00	0.00	
M2201142	04/13/22	ADVAN035 ADVANTAGE RENTAL CENTER	SMOKE TEST	Open	97.50	0.00	
M2201234	04/29/22	CUTTI005 CUTTING TECHNOLOGIES (CTI)	CONCRETE cutting	Open	3,025.00	0.00	
M2201325	05/06/22	FASTE010 FASTENAL & CON. SUPPLIES	ARC FLASH CLASS 2 SAFETY VESTS	Open	484.02	0.00	
M2201387	05/16/22	LOWES005 LOWE'S COMMERCIAL SERVICES	PUMP STATION MAINTENACE	Open	670.66	0.00	
M2201416	05/18/22	APPLI015 APPLIED INDUSTRIAL TECH.	MAINTENANCE GLOVES	Open	255.68	0.00	
M2201426	05/19/22	MULTI015 MULTI-TEMP MECHANICAL, INC.	TROUBLESHOOT ADMIN AC	Open	188.00	0.00	C
		Contract No: C2200002					
M2201434	05/19/22	APPLI015 APPLIED INDUSTRIAL TECH.	FLOWERVE BEARING	Open	2,321.99	0.00	
M2201457	05/20/22	FERGU020 FERGUSON ENTERPRISES, LLC	GAS WELL PIPE EXTENSIONS	Open	18,778.32	0.00	C
		Contract No: C2200009					
M2201472	05/24/22	GRAIN005 GRAINGER INC.	Boot Brush	Open	79.58	0.00	
M2201482	05/24/22	GARTO005 GARTON'S RIGGING INC.	OC RBR INSTALL	Open	7,550.00	0.00	C
		Contract No: C2200015					
M2201483	05/24/22	LAFAY005 LAFAYETTE UTILITY CONSTRUCTION	TEST PITS FOR BACKFLOW PREVENT	Open	7,916.00	0.00	C
		Contract No: C2200003					
M2201490	05/24/22	APPLI015 APPLIED INDUSTRIAL TECH.	RBC REPLACEMENT BELTS	Open	2,196.76	0.00	
M2201508	05/26/22	GRAIN005 GRAINGER INC.	MISC SLF SUPPLIES	Open	432.43	0.00	
M2201539	05/31/22	TOWNC010 TOWN COMMUNICATIONS	RADIO KIT & INSTALL D6 CAT	Open	1,150.00	0.00	
M2201551	06/01/22	HOUPE005 HOUPERT FLEET SERVICES LLC	TRANS.SENSOR/DIAGNOSTICS T-13	Open	3,781.40	0.00	C
		Contract No: C2100038					
M2201555	06/01/22	GARTO005 GARTON'S RIGGING INC.	OC RBR Project	Open	2,350.00	0.00	C
		Contract No: C2200015					

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201567	06/02/22	LOWES005	LOWE'S COMMERCIAL SERVICES	BACK-UP SAMPLER FRIDGE	Open	285.00	0.00
M2201581	06/03/22	CODYS005	CODY'S POWER EQUIPMENT	M-29 MOWER SERVICE SUPPLIES	Open	175.87	0.00
M2201584	06/06/22	CTR00005	JERSEY CAPE DIAG. TRAIN. CTR. Contract No: C2200027	LITTER CONTROL SERVICES	Open	5,641.89	0.00 C
M2201586	06/06/22	SPECI045	R & R SPECIALTIES	TS EMPLOYEE RETIREMENT PLAQUE	Open	72.00	0.00
M2201608	06/08/22	USABL005	USA BLUE BOOK	M-4 Pump parts	Open	3,119.70	0.00
M2201611	06/08/22	ATLAN090	ATLANTIC CO. UTIL. AUTHORITY Contract No: C2200030	SLUDGE DISPOSAL FOR JUNE 2022	Open	123,118.75	0.00 C
M2201633	06/10/22	GRAIN005	GRAINGER INC.	SQUEEGEE AND HANDLES	Open	663.18	0.00
M2201637	06/10/22	APPLI015	APPLIED INDUSTRIAL TECH.	INTRINSICALLY SAFE BARRIERS	Open	1,714.70	0.00
M2201640	06/10/22	CONTR060	CONTROL EQUIPMENT, INC	GAS FLOW METER CALIBRATION	Open	1,878.00	0.00
M2201643	06/10/22	WECAR005	WECARE DENALI, LLC	COMPOST FOR TERRAGRO	Open	512.40	0.00
M2201661	06/13/22	APPLI015	APPLIED INDUSTRIAL TECH.	RECIRC PUMPS RFP & THICKENER	Open	14,466.90	0.00
M2201664	06/13/22	GRAIN005	GRAINGER INC.	MAINT. STORAGE CONTAINERS	Open	166.12	0.00
M2201666	06/13/22	HILTI005	HILTI, INC.	HILTI SUPPLIES WWL SEC.CLAR.'S	Open	1,737.27	0.00
M2201668	06/13/22	THOMA045	THOMAS SCIENTIFIC, INC.	lab supplies	Open	793.10	0.00
M2201669	06/13/22	HACHC005	HACH COMPANY	lab supplies	Open	260.74	0.00
M2201681	06/14/22	ASHER005	ASHER & ELLA ASSOCIATES, LLC	LEACHATE COLLECTION SUPPLIES	Open	2,180.00	0.00
M2201683	06/14/22	SEAGE005	SEA GEAR MARINE SUPPLY INC.	ROLL-OFF TRAILER CABLE	Open	383.37	0.00
M2201685	06/14/22	FASTE010	FASTENAL & CON. SUPPLIES	IMPACT WRENCH & FLAP CISC	Open	446.97	0.00
M2201694	06/15/22	UNIVA005	UNIVAR SOLUTIONS USA, INC.	METHANOL DELIVERY 6/17/22	Open	5,701.39	0.00
M2201699	06/15/22	FASTE010	FASTENAL & CON. SUPPLIES	SHADED GLASSES & LATEX GLOVES	Open	660.51	0.00
M2201700	06/15/22	FASTE010	FASTENAL & CON. SUPPLIES	DBI SALA LIFELINE HOIST	Open	1,250.00	0.00
M2201702	06/15/22	FASTE010	FASTENAL & CON. SUPPLIES	TAPE RULERS	Open	531.94	0.00
M2201703	06/15/22	FASTE010	FASTENAL & CON. SUPPLIES	S/S TURNBUCKLES & WIRE CLIPS	Open	1,074.64	0.00
M2201708	06/16/22	ROBER030	ROBERTS OXYGEN CO. INC.	WELDING BLANKET & BEANIE CAPS	Open	953.60	0.00
M2201719	06/17/22	GENRO005	GENRON FIRE PROTECTION	FIRE EXTINGUISHERS	Open	421.25	0.00
M2201721	06/17/22	DAVID005	DAVID WEBER OIL CO.	SYN GEAR OIL	Open	2,681.25	0.00
M2201723	06/20/22	GRAIN005	GRAINGER INC.	MISC SITE SUPPLIES	Open	63.16	0.00
M2201725	06/20/22	HOFFM015	HOFFMAN SERVICES, INC.	SHOP VEHICLE LIFT INSPECTION	Open	800.00	0.00
M2201726	06/20/22	FASTE010	FASTENAL & CON. SUPPLIES	CORDLESS JIG SAW	Open	218.90	0.00
M2201731	06/20/22	HORIZ010	HORIZON EYE CARE	SAFETY GLASSES FOR JOE JOHNSON	Open	239.00	0.00
M2201733	06/20/22	ARAMS005	ARAMSCO	XCELL SENSOR	Open	324.63	0.00
M2201735	06/21/22	GRAIN005	GRAINGER INC.	ENTRANCE MAT, NOZZLE, LUBE	Open	405.00	0.00
M2201738	06/21/22	SWANA005	SWANA, SOLID WASTE AS. OF N.A.	SWANA MEMBERSHIP RENEWAL	Open	223.00	0.00
M2201744	06/22/22	KUEHN005	KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,699.33	0.00 C
M2201745	06/22/22	KUEHN005	KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,652.31	0.00 C
M2201758	06/23/22	HOFFM010	HOFFMAN EQUIPMENT CO.	EM04 VOLVO OFFROAD TRUCK PARTS	Open	1,419.93	0.00
M2201759	06/23/22	MCCLU010	MCCLUNG-LOGAN EQUIP. INC.	L-27 VOLVO EXHAUST FILTER	Open	1,097.69	0.00
M2201761	06/23/22	KEERE005	KEER ELECTRICAL SUPPLY CO.	1" LFMC	Open	1,695.38	0.00
M2201762	06/23/22	KEERE005	KEER ELECTRICAL SUPPLY CO.	REPLACE ELECTRICAL SUPPLIES	Open	157.83	0.00
M2201764	06/24/22	PEDRO005	PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	1,256.92	0.00
M2201768	06/24/22	MCCAR010	MCCARTHY TIRE SERVICE CO. INC.	TIRES FOR SMALL AIR COMPRESSOR	Open	198.00	0.00
M2201769	06/24/22	ARAMS005	ARAMSCO	CALIBRATION GAS	Open	265.60	0.00
M2201770	06/24/22	KUEHN005	KUEHNE CHEMICAL CO. INC. Contract No: C2100044	SODIUM HYPOCHLORITE	Open	4,518.54	0.00 C
M2201772	06/24/22	COURT020	COURT HOUSE OFFICE SUPPLIES	OFFICE SUPPLIES - NAMEPLATE	Open	15.95	0.00
M2201774	06/24/22	WECAR005	WECARE DENALI, LLC	COMPOST FOR TERRAGRO	Open	512.40	0.00
M2201777	06/27/22	NAPA0005	SEAVILLE NAPA	PC VEHICLES	Open	436.83	0.00
M2201779	06/27/22	SAGES005	SAGE SOFTWARE, INC.	SAGE ANNUAL SOFTWARE MAINT -HR	Open	5,250.00	0.00
M2201780	06/27/22	HOUPE005	HOUPERT FLEET SERVICES LLC	OIL PRESSURE SENSOR T-13	Open	83.63	0.00
M2201781	06/27/22	HILTI005	HILTI, INC.	HILTI BITS	Open	893.86	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
M2201788	06/27/22	SWAIN005 SWAIN'S HARDWARE STORE	FAN, HASP, SCREWS, BLUE	Open	83.15	0.00	
M2201790	06/28/22	JOSEP005 JOSEPH GARTLAND, INC.	NITRILE GLOVES	Open	1,440.00	0.00	
M2201794	06/28/22	WILLI005 WILLIER ELECTRIC MOTOR	SLUDGE MOTOR	Open	2,859.64	0.00	
M2201795	06/28/22	HYDRO020 HYDROSIL INTERNATIONAL LIMIT.	TS DUSTCAT MEDIA TESTING	Open	1,035.00	0.00	
M2201796	06/28/22	ARAMS005 ARAMSCO	SAFETY	Open	143.10	0.00	
M2201797	06/28/22	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	1,656.53	0.00	
M2201800	06/28/22	GRAIN005 GRAINGER INC.	COUPLINGS	Open	1,291.79	0.00	
M2201801	06/28/22	KEERE005 KEER ELECTRICAL SUPPLY CO.	REPLACEMENT FUSES	Open	1,395.10	0.00	
M2201802	06/28/22	CDWGO005 CDW GOVERNMENT INC.	COMPACT FLASH CARD	Open	10.52	0.00	
M2201803	06/28/22	CDWGO005 CDW GOVERNMENT INC.	SFP FOR OPT WIFI	Open	45.72	0.00	
M2201804	06/28/22	CDWGO005 CDW GOVERNMENT INC.	KIOSK PC FOR WILDWOOD	Open	421.66	0.00	
M2201811	06/29/22	MOTTM005 MOTT MACDONALD GROUP, LLC	RFP-06-22 PROF SER ENG: OC WTF	Open	1,523.75	0.00	
M2201812	06/29/22	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	1,950.22	0.00	
M2201814	06/29/22	KEMIR005 KEMIRA WATER SOLUTIONS INC.	FERRIC CHLORIDE FOR JULY	Open	8,610.19	0.00	
M2201815	06/29/22	KEMIR005 KEMIRA WATER SOLUTIONS INC.	FERRIC CHLORIDE FOR JULY	Open	6,762.99	0.00	
M2201819	06/30/22	CDWGO005 CDW GOVERNMENT INC.	SW SPEAKER BARS	Open	120.33	0.00	
M2201821	06/30/22	FLEET025 FLEETPRIDE, INC	ROLL-OFF TRAILER TARP PARTS	Open	350.36	0.00	
M2201824	06/30/22	FASTE010 FASTENAL & CON. SUPPLIES	SAFETY CLOTHING - WES SUPER	Open	231.99	0.00	
M2201825	06/30/22	CDWGO005 CDW GOVERNMENT INC.	USB EXTERNAL DISC DRIVE	Open	34.28	0.00	
M2201827	06/30/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,455.72	0.00	C
M2201828	06/30/22	CDWGO005 CDW GOVERNMENT INC.	ADMIN SPEAKER BARS	Open	120.33	0.00	
M2201829	06/30/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	BLEACH DELIVERY - WILDWOOD	Open	4,573.23	0.00	C
M2201833	06/30/22	COYNE005 COYNE CHEMICAL COMPANY Contract No: C2200013	BFP POLYMER	Open	16,056.32	0.00	C
M2201835	06/30/22	CDWGO005 CDW GOVERNMENT INC.	WW SPEAKER BARS	Open	120.33	0.00	
M2201837	07/01/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	SODIUM HYPOCHLORITE	Open	4,276.80	0.00	C
M2201839	07/01/22	PEDRO005 PEDRONI FUEL CO.	UNLEADED GASOLINE	Open	645.58	0.00	
M2201842	07/01/22	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	REPLACE BROKEN SAMPLE FRIDGE	Open	625.00	0.00	
M2201843	07/01/22	NJWAT015 NJ WATER ENVIRONMENT ASSOC.	NJWEA WORKSHOP REGISTRATION	Open	20.00	0.00	
M2201844	07/01/22	GRAIN005 GRAINGER INC.	SLEEVES AND CHECK VALVES	Open	284.99	0.00	
M2201847	07/01/22	JOSEP005 JOSEPH GARTLAND, INC.	RAGS & GLOVES	Open	824.90	0.00	
M2201849	07/05/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	CM - SODIUM HYPOCHLORITE	Open	4,568.55	0.00	C
M2201850	07/05/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	BLEACH DELIVERY - WILDWOOD	Open	4,582.39	0.00	C
M2201851	07/05/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	BLEACH DELIVERY - WILDWOOD	Open	4,569.40	0.00	C
M2201852	07/05/22	HOUPE005 HOUPERT FLEET SERVICES LLC	EXHAUST CLAMPS FOR MACKS	Open	470.28	0.00	
M2201853	07/05/22	WATER025 WATER ENVIRONMENT FEDERATION	WEF MEMBERSHIP HARRY CAMP	Open	117.00	0.00	
M2201854	07/05/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,681.76	0.00	C
M2201855	07/05/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,516.77	0.00	C
M2201856	07/05/22	KUEHN005 KUEHNE CHEMICAL CO. INC. Contract No: C2100044	OC - SODIUM HYPOCHLORITE	Open	4,598.66	0.00	C
M2201857	07/06/22	GENTI005 GENTILINI FORD, INC.	TAIL LIGHT ASSEMBLY FOR P-45	Open	206.47	0.00	
M2201859	07/06/22	TREAS020 TREASURER, STATE OF NEW JERSEY	AIR PERMITS	Open	1,770.00	0.00	
M2201860	07/06/22	NAPA0005 SEAVILLE NAPA	SHOP SUPPLIES & TOOLS	Open	941.53	0.00	
M2201861	07/06/22	NAPA0005 SEAVILLE NAPA	SHOP SUPPLIES PICK-UP SLIPS	Open	175.58	0.00	
M2201863	07/06/22	EOHAB005 E. O. HABHEGGER CO., INC.	WWL FUEL DISPENSER PARTS	Open	300.77	0.00	
M2201869	07/07/22	PEMBE005 PEMBERTON ELEC. SUPPLY CO. LLC	LIQUID TITE CONDUITE	Open	5,155.20	0.00	

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M2201871	07/07/22	WATER025 WATER ENVIRONMENT FEDERATION	MEMBERSHIP RENEWAL FOR LYNCH	Open	117.00	0.00	
M2201872	07/07/22	PEDRO005 PEDRONI FUEL CO.	UNLEADED FUEL DELIVERY	Open	3,442.39	0.00	
M2201873	07/07/22	FAZZI005 FAZZIO, JOSEPH, INC.BLD.	TS BUILDING MAINT.	Open	226.80	0.00	
M2201874	07/07/22	WBMA005 W.B. MASON CO. INC.	TS OFFICE SUPPLES	Open	79.28	0.00	
M2201878	07/07/22	EVOQU005 EVOQUA WATER TECHNOLOGIES LLC	RBC PARTS	Open	3,985.00	0.00	
M2201880	07/07/22	LOWES005 LOWE'S COMMERCIAL SERVICES	TS MISC. SUPPLIES	Open	153.49	0.00	
M2201882	07/07/22	PARAM005 PARAMOUNT SANITARY CHEMICAL CO	OFFICE SUPPLIES-PAPER PRODUCT	Open	383.29	0.00	
M2201883	07/07/22	SANIT015 SANITAS TECHNOLOGIES	SANITAS LICENSE RENEWAL	Open	395.00	0.00	
M2201884	07/07/22	LOWES005 LOWE'S COMMERCIAL SERVICES	PC MAINTENANCE	Open	45.44	0.00	
M2201898	07/08/22	NAPA0005 SEAVILLE NAPA	SOLENOID FOR BOBCAT MOWER	Open	13.04	0.00	
M2201899	07/08/22	SERVI005 SERVICE TIRE TRUCK CENTERS	REPAIR AND DISPOSAL OF TIRE	Open	156.00	0.00	C
		Contract No: C2200017					
M2201901	07/11/22	HORIZ010 HORIZON EYE CARE	SAFETY PRESCRIPTION EYEWEAR	Open	289.00	0.00	
M2201902	07/11/22	CODYS005 CODY'S POWER EQUIPMENT	MISC GAS PLANT SUPPLIES	Open	29.99	0.00	
M2201904	07/11/22	KEENC005 KEEN COMPRESSED GAS CO.	WELDING GAS & CYLINDER RENTAL	Open	79.20	0.00	
M2201905	07/11/22	KUEHN005 KUEHNE CHEMICAL CO. INC.	SODIUM HYPOCHLORITE	Open	4,447.87	0.00	C
		Contract No: C2100044					
M2201906	07/11/22	MERCH005 MERCHANTVILLE OVERHEAD DOOR CO	REPAIRS TO FRONT GATE	Open	1,290.23	0.00	
M2201908	07/11/22	TREAS010 TREASURER, STATE OF NEW JERSEY	NJDEP QUARTERLY COMPLIANCE FEE	Open	2,282.50	0.00	
M2201909	07/11/22	MULTI015 MULTI-TEMP MECHANICAL, INC.	HEAT PUMP, BOILER/DRIER LEAKS	Open	1,567.74	0.00	C
		Contract No: C2200002					
M2201916	07/12/22	HILTI005 HILTI, INC.	HILTI SUPPLIES	Open	1,046.15	0.00	
M2201917	07/12/22	MULTI015 MULTI-TEMP MECHANICAL, INC.	HVAC REPAIRS - ADMIN BUILDING	Open	141.00	0.00	C
		Contract No: C2200002					
M2201919	07/12/22	BARST005 KEVIN L. BARSTOW	REIMBURSE BACKFLOW TRAINING	Open	190.00	0.00	
M2201920	07/12/22	SCHUL005 A. C. SCHULTES	EMERGENC REPLACEMENT EFF MOTOR	Open	10,045.00	0.00	
M2201921	07/12/22	ADVAN035 ADVANTAGE RENTAL CENTER	VAC TRUCK	Open	44.13	0.00	
M2201922	07/12/22	DISCO005 DISCOUNT HYDRAULICS	HYDRAULIC FITTINGS T-19	Open	35.12	0.00	
M2201923	07/12/22	GARDN005 GARDNER TRUE VALUE	WWL SPICER PUMP	Open	38.97	0.00	
M2201925	07/12/22	USABL005 USA BLUE BOOK	PH BUFFER KIT	Open	491.24	0.00	
M2201926	07/13/22	CAPRI010 CAPRIONI FAMILY SEPTIC, INC.	LIQUID SLUDGE HAUL CM -WW	Open	1,722.74	0.00	C
		Contract No: C2100025					
M2201927	07/13/22	CAPRI010 CAPRIONI FAMILY SEPTIC, INC.	LIQUID SLUDGE HAUL CM TO WW	Open	9,904.31	0.00	C
		Contract No: C2200037					
M2201928	07/13/22	KUEHN005 KUEHNE CHEMICAL CO. INC.	OC - SODIUM HYPOCHLORITE	Open	4,520.51	0.00	C
		Contract No: C2100044					
M2201929	07/13/22	KUEHN005 KUEHNE CHEMICAL CO. INC.	OC - SODIUM HYPOCHLORITE	Open	4,557.43	0.00	C
		Contract No: C2100044					
M2201932	07/13/22	SPRAG005 SPRAGUE OPERATING RESOURCES	DIESEL FUEL LANDFILL	Open	34,842.89	0.00	
M2201934	07/13/22	SERVI005 SERVICE TIRE TRUCK CENTERS	STEER TIRES FOR TK-12	Open	1,606.92	0.00	
M2201941	07/14/22	PEDRO005 PEDRONI FUEL CO.	NO LEAD GAS LANDFILL	Open	1,734.33	0.00	
M2201945	07/14/22	VILLA015 VILLAS NAPA AUTO PARTS	HEATER LINE TOOL, HEATER HOSE	Open	82.63	0.00	
M2201946	07/14/22	SWAIN005 SWAIN'S HARDWARE STORE	GARDEN SPRAYER, NOZZLE	Open	48.75	0.00	
M2201947	07/14/22	PRESS005 THE PRESS/CATAMARAN	Spring HHW Day Ad	Open	374.00	0.00	
M2201948	07/14/22	KUEHN005 KUEHNE CHEMICAL CO. INC.	BLEACH DELIVERY - WILDWOOD	Open	4,619.31	0.00	C
		Contract No: C2100044					
M2202001	07/15/22	GENTI005 GENTILINI FORD, INC.	A/C REPAIR FOR PC ELECTRIC VAN	Open	283.61	0.00	
M2202003	07/15/22	GENTI005 GENTILINI FORD, INC.	101B SWITCH FORD E-350 VAN	Open	24.06	0.00	
M2202005	07/15/22	DALEY005 DALEY'S PIT	BACKHAULED RECYCLED CONCRETE	Open	1,496.53	0.00	C
		Contract No: C2200016					
M2202006	07/15/22	ADVAN035 ADVANTAGE RENTAL CENTER	MISC SITE SUPPLIES	Open	125.04	0.00	
M2202008	07/15/22	GARDE055 GARDEN STATE LABORATORY	invoice#00533422	Open	385.00	0.00	C
		Contract No: C2100052					

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M2202011	07/15/22	EUROF005	EUROFINS ENV TESTING PHILA LLC lab testing Contract No: C2200022	Open	1,710.00	0.00	C
M2202016	07/18/22	LOWES005	LOWE'S COMMERCIAL SERVICES	MAINTENANCE/SHOP	Open	42.68	0.00
M2202017	07/18/22	LOWES005	LOWE'S COMMERCIAL SERVICES	MAINTENANCE/SHOP	Open	42.36	0.00
M2202020	07/18/22	TAYLO035	TAYLOR OIL CO., INC.	DIESEL FUEL TRANSFER STATION	Open	3,776.57	0.00
M2202023	07/18/22	TREAS025	TREASURER STATE OF NEW JERSEY	ANNUAL ELEVATOR INSPECTION FEE	Open	258.00	0.00
M2202024	07/18/22	NJLEA005	NJ LEAGUE MUNICIPALITIES	NJ MUNICIPALITIES INVOICE	Open	30.00	0.00
M2202025	07/18/22	LIBER015	LIBERTY KENWORTH OF S.J.	T-30 REGULATOR AND TEMP SENSOR	Open	119.58	0.00
M2202031	07/19/22	LOWES005	LOWE'S COMMERCIAL SERVICES	MAINTENANCE	Open	30.40	0.00
M2202032	07/19/22	GARDN005	GARDNER TRUE VALUE	SPICER PUMP PROJECT	Open	7.49	0.00
M2202033	07/19/22	SWANA005	SWANA, SOLID WASTE AS. OF N.A.	SWANA MEMBERSHIP RENEWAL	Open	113.00	0.00
M2202034	07/19/22	FRANK015	FRANKLIN ALARM CO.	FIRE ALARM/ELEVATOR MONITORING	Open	300.00	0.00
M2202049	07/21/22	MULTI015	MULTI-TEMP MECHANICAL, INC. Contract No: C2200002	HVAC REPAIRS - ADMIN BUILDING	Open	499.90	0.00 C
M2202058	07/22/22	NEWSP010	HERALD NEWSPAPERS	AD 4H SECTION OF HERALD 7/20	Open	399.00	0.00
M2202060	07/22/22	FASTE010	FASTENAL & CON. SUPPLIES	MISC SAFETY SUPPLIES	Open	19.04	0.00
M2202074	07/26/22	ADVAN035	ADVANTAGE RENTAL CENTER	MISC. SHOP SUPPLIES	Open	44.28	0.00
M2202076	07/26/22	RECOV020	INTERSTATE REFRIGERANT RECOVER	CFC SERVICE FPR SLF AND TS	Open	4,725.00	0.00
V2200516	07/06/22	STATE030	STATE OF NEW JERSEY	NJ EMPLOYEE TAX 2ND QTR 2022	Open	32,393.57	0.00
V2200521	07/11/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES-ADMIN BUILDING	Open	5,854.36	0.00
V2200522	07/11/22	VERIZ010	VERIZON WIRELESS	UTILITIES- IT HOT SPOT	Open	152.06	0.00
V2200523	07/12/22	STATE035	STATE OF NEW JERSEY - SLT	LF CLOSURE&CONTINGENCY TAX-JUN	Open	9,608.01	0.00
V2200524	07/12/22	NJDIV035	NJ DIV. OF TAXATION-RECYCLING	RECYCLING TAX 2ND QUARTER 2022	Open	154,878.00	0.00
V2200525	07/12/22	PRESS010	THE PRESS OF ATLANTIC CITY	LEGAL ADVERTISING JUNE 2022	Open	184.00	0.00
V2200526	07/12/22	ABCOP005	ABCO PUBLIC EMPLOYEES	CREDIT UNION	Open	1,200.26	0.00
V2200527	07/12/22	NATIO045	NATIONWIDE RETIREMENT SOLUTION	DEFERRED COMPENSATION W/H	Open	15,633.85	0.00
V2200528	07/12/22	NEWJE050	NEW JERSEY FAMILY SUPPORT	GARNISHMENTS	Open	1,146.00	0.00
V2200529	07/12/22	ISABE005	ISABEL C.BALBOA, CHAPTER 13 TR	CASE NUMBER 18-28741	Open	463.50	0.00
V2200530	07/12/22	HEALT005	HEALTH EQUITY	EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,377.20	0.00
V2200531	07/12/22	DUES0005	TEAMSTERS LOCAL 331 DUES	UNION DUES	Open	3,036.00	0.00
V2200532	07/12/22	POLIT005	TEAMSTERS LOCAL 331 POLITICAL	POLITICAL ACTION FUND	Open	21.00	0.00
V2200533	07/12/22	SOCIA005	TEAMSTERS LOCAL 331 SOCIAL	UNION SOCIAL FUND	Open	7.00	0.00
V2200534	07/12/22	DEPAR015	DEPARTMENT OF THE TREASURY	FICA TAXES & FED INCOME TAX	Open	127,570.52	0.00
V2200535	07/12/22	NJDIV015	NJ DIVISION OF TAXATION	STATE INCOME TAX	Open	19,617.59	0.00
V2200536	07/12/22	CAPEM055	CAPE MAY COUNTY MUA	ADJUSTED PAYROLL CMCMA	Open	293,062.77	0.00
V2200537	07/14/22	SOUTH060	SOUTH JERSEY GAS	UTILITIES- ADMIN BUILDING	Open	63.83	0.00
V2200538	07/15/22	WASTE005	CMCMA SOLID WASTE	DISPOSAL FEES	Open	4,927.98	0.00
V2200539	07/15/22	CITY0010	CITY OF SEA ISLE CITY	UTILITIES	Open	640.40	0.00
V2200540	07/15/22	SOUTH060	SOUTH JERSEY GAS	UTILITIES	Open	74.38	0.00
V2200541	07/15/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	15,583.73	0.00
V2200542	07/18/22	WINDS005	WINDSTREAM	UTILITIES	Open	898.58	0.00
V2200543	07/19/22	DTEEN005	DTE ENERGY TRADING, INC.	REC PRODUCTION SHORTFALL	Open	38,894.33	0.00
V2200544	07/21/22	CITY0025	CITY OF WILDWOOD WATER UTILITY	UTILITIES	Open	2,444.60	0.00
V2200545	07/21/22	SOUTH060	SOUTH JERSEY GAS	UTILITIES	Open	206.33	0.00
V2200546	07/21/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	13,589.53	0.00
V2200547	07/21/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES ACCT #926 JULY	Open	22.10	0.00
V2200548	07/25/22	UNITE025	UNITED PARCEL SERVICE	POSTAGE	Open	71.35	0.00
V2200549	07/25/22	ENTER020	ENTERPRISE FM TRUST	VEHICLE LEASE-SW ENFORCEMENT	Open	355.02	0.00
V2200550	07/25/22	ENTER020	ENTERPRISE FM TRUST	VEHICLE LEASE-WASTEWATER	Open	5,573.04	0.00
V2200551	07/25/22	ENTER020	ENTERPRISE FM TRUST	VEHICLE LEASE-ADMINISTRATION	Open	4,499.62	0.00
V2200552	07/26/22	ATLAN140	ATLANTIC CITY ELECTRIC	UTILITIES	Open	4,440.60	0.00
V2200553	07/26/22	STATE110	STATE OF NEW JERSEY	HEALTH INSURANCE-AUGUST 2022	Open	92,829.29	0.00
V2200554	07/26/22	STATE110	STATE OF NEW JERSEY	HEALTH INSURANCE-AUGUST 2022	Open	248,976.65	0.00
V2200555	07/26/22	ABCOP005	ABCO PUBLIC EMPLOYEES	CREDIT UNION	Open	1,200.26	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2200556	07/26/22	NATIO045	NATIONWIDE RETIREMENT SOLUTION DEFERRED COMPENSATION W/H	Open	15,633.85	0.00	
V2200557	07/26/22	NEWJE050	NEW JERSEY FAMILY SUPPORT GARNISHMENTS	Open	1,146.00	0.00	
V2200558	07/26/22	ISABE005	ISABEL C.BALBOA, CHAPTER 13 TR CASE NUMBER 18-28741	Open	463.50	0.00	
V2200559	07/26/22	HEALT005	HEALTH EQUITY EMPLOYEE HEALTH SAVINGS ACCTS.	Open	1,377.20	0.00	
V2200560	07/26/22	POLIT005	TEAMSTERS LOCAL 331 POLITICAL POLITICAL ACTION FUND	Open	21.00	0.00	
V2200561	07/26/22	SOCIA005	TEAMSTERS LOCAL 331 SOCIAL UNION SOCIAL FUND	Open	7.00	0.00	
V2200562	07/26/22	UNUMP005	UNUM/PROVIDENT LIFE & ACCIDENT INSURANCE W/H	Open	752.10	0.00	
V2200563	07/26/22	AFLAC005	AFLAC US INSURANCE W/H	Open	5,240.10	0.00	
V2200564	07/26/22	DEPAR015	DEPARTMENT OF THE TREASURY FICA TAXES & FED INCOME TAX	Open	139,278.77	0.00	
V2200565	07/26/22	NJAME005	NJ AMERICAN WATER COMPANY UTILITIES	Open	160.56	0.00	
V2200566	07/26/22	NJDIV015	NJ DIVISION OF TAXATION STATE INCOME TAX	Open	18,762.58	0.00	
V2200567	07/26/22	CAPEM055	CAPE MAY COUNTY MUA ADJUSTED PAYROLL CCMUA	Open	352,477.93	0.00	
V2200568	07/26/22	ATLAN140	ATLANTIC CITY ELECTRIC UTILITIES	Open	6,133.41	0.00	
V2200569	07/26/22	NJDIV010	NJ DIVISION OF PENSIONS PENSION W/H - JUNE 2022	Open	94,647.54	0.00	
V2200570	07/27/22	UNITE135	UNITED HEALTHCARE INSURANCE CO Health Insur. Vision AUG 2022	Open	1,665.48	0.00	
Total Purchase Orders: 244 Total P.O. Line Items: 0 Total List Amount: 2,517,553.28 Total Void Amount: 0.00							

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
ADMINISTRATION	2-100	1,459,509.71	0.00	34,390.92	1,493,900.63
WASTEWATER OPERATIONS	2-200	394,580.85	0.00	0.00	394,580.85
SOLID WASTE OPERATIONS	2-300	106,100.27	38,894.33	164,486.01	309,480.61
SOLID WASTE PROJECT	2-400	47,907.68	0.00	0.00	47,907.68
RENEWAL & REPLACEMENT	2-720	271,683.51	0.00	0.00	271,683.51
Total of All Funds:		2,279,782.02	38,894.33	198,876.93	2,517,553.28

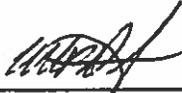
Cape May County Municipal Utilities Authority

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 3, 2022.



Robert P. Donato, CPA
Chief Financial Officer