

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
1523 Route 9 North  
Cape May Court House, NJ 08210  
Phone: (609) 465-9026 Fax: (609) 465-9025

ADDENDUM NO. 1  
to the  
CONTRACT DOCUMENTS

DEVELOPMENT OF LANDFILL GAS BENEFICIAL USE PROJECT

CONTRACT RFP-14-23

---

To All Document Holders:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above referenced contract as fully and completely as if the same were fully set forth herein:

See attached pages 2 – 25.

**All proposer shall acknowledge the receipt and acceptance of this Addendum No. 1 by indicating Addendum Number in the space provided on the Acknowledgement of Receipt of Addenda Form. Proposals submitted without this Addendum Acknowledgement will be considered non-responsive.**

**LANGUAGE TO BE INSERTED OR REPLACED:**

**1. Additions to Table of Contents - Section 3: Technical Requirements, Attachments:**

R. Atlantic City Electric Billing to Authority's Environmental Complex, October 2022 – September 2023

S. Pre-Proposal Meeting, Attendee Sign-In Sheet

T. Landfill Leachate Analytical Reports, 2023

U. Landfill Leachate PFAS Analytical Reports, 2021

V. Memorandum of Understanding Between the State of New Jersey, Department of the Treasury, the Department of Human Services of the Woodbine Developmental Center and the Cape May County Municipal Utilities Authority, 2011

W. Interconnection Service Agreement among PJM Interconnection, LLC and Cape May County Municipal Utilities Authority and Atlantic City Electric Company, 2014

**2. Addition to Table of Contents - PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED WITH PROPOSAL:**

Acknowledgement of Receipt of Addenda

**3. To be inserted, following Section 1, Article 9:**

9.A. Acknowledgement of Receipt of Addenda

All interpretations, clarifications and any supplemental instructions will be in the form of written Addenda to the Request for Proposals and notice will be sent to potential Proposers who provided a fax number, physical address or email address when obtaining a copy of the Request for Proposals, or had submitted a Proposal. All Addenda so issued shall become part of the Request for Proposals and shall be acknowledged by the Proposer in the Proposal by completing the "Acknowledgement of Receipt of Addenda" form. The Owner's interpretations or corrections thereof shall be final.

**4. To replace 'Section 1, Article 12 – Proposal Bond':**

**12. Proposal Bond**

A Proposal Bond, in the approved form of a certified check, cashier's check or bond, for the amount of \$20,000, payable to the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, must accompany the Proposal when submitted.

Such Proposal Bond shall provide that if the Proposal is accepted and the Proposer is determined to be the Selected Proposer, then prior to the expiration or termination of said Bond, the Selected Proposer will enter into a Landfill Gas Rights and Site License Agreement with the Authority, or if the Selected Proposer shall fail to do so, said surety will pay to the Authority the full amount of the Proposal Bond. If a bond is submitted, in accordance with N.J.S.A. 40A:11-22, a Consent of Surety from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner shall be furnished in the full amount of the Proposal Bond. A valid Power of Attorney authorizing the Attorney-in-Fact named on the Consent of Surety from the Surety Company shall also be furnished. The Proposal Bond may also be in the form of a certified check or cashier's check for the full amount specified.

Any Proposal Bond must be valid for a period of at least 90 days from the Proposal submission date. If the Landfill Gas Rights and Site License Agreement has not been executed prior to the expiration of the Proposal Bond, the Authority may require the renewal of the Proposal Bond for an additional period of time. No Proposal shall be considered unless accompanied by the required Proposal Bond. The form of the Proposal Bond which must be submitted is included under the section of the RFP titled: "Proposal Compliance Forms to be Submitted with Proposal".

The Proposal Bonds submitted by the Proposers shall be returned within 10 business days after execution of the Landfill Gas Rights and Site License Agreement by and between the Authority and the Selected Proposer.

**Failure to submit a Proposal Bond shall result in rejection of the Proposal.**

**Failure to submit a Consent of Surety along with a bond shall result in rejection of the Proposal.**

5. To replace 'Proposer's Checklist' page following 'PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED WITH PROPOSAL'

See following page

All of the items listed below are applicable to this RFP and are to be submitted at the proper times as instructed below. **Original signature documents must be submitted.** Electronic, scanned, or any other form of signature shall not be accepted. Signatures shall be in ink.

- All items (X'd) below shall be initialed and submitted with your Proposal.  
**NOTE:** Failure to submit (X'd) items shall be cause for your Proposal to be rejected.
- All items not (X'd) shall be submitted prior to the time indicated.  
**NOTE:** Although it is not mandatory to submit items not (X'd) with your Proposal, it is preferred for these items to be submitted with your Propositor as indicated below.
- Initial any and all items listed below that are submitted with your Proposal

Items (X'd) Initial each item  
Required with submitted with  
Proposal Proposal

X	Proposer's Checklist	
X	Proposal - One (1) original (with original signature documents), plus two (2) copies and one (1) electronic copy (DVD-CDROM-USB FLASH DRIVE) of the original Proposal	
X	Statement of Ownership Disclosure	
X	Non-Collusion Affidavit	
X	Proposal Transmittal Letter	
X	Certificate of Authorization	
X	Proposal Bond (Certified Check, Cashier's Check or Bond--with Power of Attorney for full amount of Bond)	
X	Acknowledgement of Receipt of Addenda	
	Disclosure of Investment Activities in Iran <b>(Must be submitted prior to award)</b>	
	N.J. Business Registration Certificate <b>(Must be submitted prior to award)</b>	
	IRS Form W-9 <b>(Must be submitted prior to award)</b>	
	Public Works Contractor Registration Certificate(s) <b>(Must be submitted prior to award)</b>	
	Certification of Non-Debarment for Federal Government Contracts <b>(Must be submitted prior to award)</b>	
	Insurance Certificate <b>(Must be submitted prior to execution of agreement)</b>	
	Mandatory Affirmative Action (Exhibit A) <b>(Must be submitted prior to execution of agreement)</b>	
	Equal Opportunity Questionnaire <b>(Must be submitted prior to execution of agreement)</b>	
	Mandatory Affirmative Action (Exhibit B) <b>(Must be submitted "if and when" required)</b>	
	Mandatory Designation of Subcontractors and/or Proposer's Own Workforce <b>(Must be submitted if required, as described in Section 17)</b>	

**6. To replace 'Proposal Bond' Form:**

**See following pages.**

## **PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENT, that we [NAME OF PROPOSER], as Principal (hereinafter the “Proposer”) and [NAME OF SURETY], a [Corporation], [Partnership] duly organized under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto the Cape May County Municipal Utilities Authority (the “Authority”), as Obligee, in the sum of Twenty Thousand Dollars (\$20,000) lawful money of the United States of America to be paid to the Authority, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these present; and

WHEREAS, the above-named Proposer has submitted or is about to submit to the Authority a Proposal to enter into a landfill gas rights and site license agreement as described in the Request for Proposals, dated [\_\_\_\_\_] (the “RFP”), issued by the Authority and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

NOW, THEREFORE, the Surety hereby understands that if the above-referenced Proposal is accepted by the Authority, then the Proposer will enter into a Landfill Gas Rights and Site License Agreement with the Authority. Surety hereby agrees that if the Proposer shall fail to do so, Surety will pay to the Authority, as liquidated damages, the full amount of this Bond within 30 calendar days after receipt by Proposer and Surety of written notice of such failure from the Authority, which notice shall be given with reasonable promptness, identifying this Bond and including a statement of the amount due. Upon execution of the Landfill Gas Rights and Site License Agreement, this Bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this Bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for ninety (90) days from such date of submittal (unless extended) or until terminated as hereinafter provided.

If the Proposal is not accepted within such 90-day time period, or any extension thereof agreed to in writing by the Authority and the Proposer, then after written notice by the Authority of such non-acceptance, this Bond may be terminated by the Surety or Proposer upon written notice to each other and to the Authority by registered mail at least 10 days prior to the termination date

specified in such notice. Upon the giving of such notice, the Surety shall be discharged from all liability under this Bond for any act or omission of the Proposer occurring after the date of the notice of non-acceptance.

Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of New Jersey.

All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the RFP.

IN WITNESS WHEREOF, the Surety and Proposer, intending to be legally bound hereby, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officers, agents or representatives.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURETY

PROPOSER

[NAME OF SURETY]

[NAME OF PROPOSER]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Name of Designated Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



7. **Addition of 'Acknowledgement of Addenda' form to PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED WITH PROPOSAL, to be inserted after 'Proposal Bond' form**

**See following page.**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**RFP-14-23**

**DEVELOPMENT OF LANDFILL GAS  
BENEFICIAL USE PROJECT**

This form **must** be submitted with the Proposal **whether or not** Addenda were issued. If no addenda were issued, check the “No Addenda were Received” box and complete the signature section.

The undersigned Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Initial)

**No Addenda Were Received**

**Company Name:** \_\_\_\_\_

\_\_\_\_\_  
**(Signature of Authorized Representative)**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Date)**

## **RESPONSES TO QUESTIONS RECEIVED:**

1. We assume the \$20,000 is refundable upon notice of rejection?
  - Yes – upon rejection of a Proposal, the \$20,000 Proposal Bond would be refunded. See Section 1, Article 12. ‘Proposal Bond’ for more information.
  
2. We're not clear on the compensation structure as it states the price per MMBtu is tied to the monthly NYMEX pricing? Are we expected to pay a floating fee or can it be a fixed rate for the term, escalator?
  - As per Section 3, Attachment C – ‘Financial Proposal Form’, Proposers are asked to provide a percentage value to be paid to the Authority for: I.A. and II.A.) monthly NYMEX Natural Gas Spot Price \$/MMBTU Value, I.B. and II.B.) monthly Gross Revenues, and II.C.) discount from Atlantic City Electric Tariff. If Proposers wish to propose an alternative compensation structure, they should complete the Financial Proposal Form as requested, and in addition, provide the alternative with a thorough description and explanation in ‘Section IV: Financial Benefits’ of their Proposal.
  
3. Is there any chance we would be required to file for and secure the Title V Air Permit?
  - If the proposed technology requires a separate Title V Permit be secured prior to operation, as determined by the New Jersey Department of Environmental Protection (NJDEP), the Proposer shall have the primary responsibility for obtaining and renewing the Title V Permit. This is further detailed in Section 3, Attachment B – Draft Landfill Rights and Site License Agreement, Section 8.8 (A)(2)
  - The Authority maintains the primary responsibility for renewing the current Title V Permit of the Environmental Complex. In the event the NJDEP determines the proposed Landfill Gas Beneficial Use Project be added to the current Title V Permit, the Company, at its cost and expense, shall cooperate and assist the Authority by any means necessary to renew the Title V Permit, as related to the Landfill Gas Beneficial Use Project. This is further detailed in Section 3, Attachment B – Draft Landfill Rights and Site License Agreement, Section 8.8 (E)
  
4. Are there any potential unexpected costs associated with a potential replacement or retrofit of the existing infrastructure?
  - Proposals shall consider all provided data in the RFP in regards to existing infrastructure and any potential need for replacement or retrofit. Please refer to Section 3, Articles 2.2.5 – 2.2.10, which details existing infrastructure, installation dates, sizing and current use in operations; please refer to Section 3, Attachments G, H, J, K, L and M as necessary in relation to questions regarding status of existing infrastructure
  
5. Is there a specific word count for each section?
  - There is no specific word count for each section
  
6. What utility tariff (\$/kW) is the site paying today?
  - For information on the current Atlantic City Electric Tariffs, please refer to <https://www.atlanticcityelectric.com/my-account/my-dashboard/rates-tariffs/current-tariffs>. The Atlantic City Electric charge is made up of several charges for Electric Delivery Charge and an Electric Supply Charge, broken down into Customer Charges, Reactive Demand Charges, and several other charges on ‘per kW’ and ‘per kWh’ bases. Looking at

utility bill data for the current year (2023), the Authority's Environmental Complex has had an average monthly demand of 160 kW, an average monthly usage of 68,600 kWh, and an average per kWh charge of \$0.1426/kWh. There is the potential for the Authority to bring the Intermediate Processing Facility (currently inactive) back online and operating in the future; that facility was last used in 2021 and the data for that period (January – December 2021) shows an average monthly demand of 408 kW.

- **Please refer to the Addendum for included Section 3, Attachment R – Atlantic City Electric Billing to Authority's Environmental Complex for Electricity Usage, October 2022 – September 2023.**

7. What is the urgency for the new project to be completed?

- High - While the Authority is currently able to adequately collect and treat all LFG from the landfill and either sell, utilize it or flare it, it is of an urgent desire that we can enter into an agreement with a Proposer who is able to utilize the full volume of collected gas for beneficial use. The Authority understands that such a project may require extensive design, permitting, etc.; as noted in Section 3, Article 5.4 – Section II: Technical Approach, the Proposer should include a detailed timeline for project development, permitting assumptions, site/technology conversion, etc.

8. Appendix G doesn't show the financing plan as per RFP

- As per Section 3, Attachment B – Draft Landfill rights and Site License Agreement, Appendix G – Company's Plan of Finance, the 'Company's Plan of Finance' is to be provided by said proposing Company.

9. With a new Air Permit, can the output capacity of 2.2MW be increased?

- In regards to the interconnection referenced here with a current maximum output capacity of 2.2 MW (Section 3, Article 2.2.11) – any potential increase to the existing interconnection would need to be discussed with and approved by the PJM regional transmission system and local electric utility, Atlantic City Electric. From a regulatory perspective, any changes to the current Title V Permit in regards to the energy generation or output, must be approved by the NJDEP.

10. Can we get a gas composition full analysis report?

- Please reference Section 3, Attachment O – Landfill Gas Sampling and Analysis Test Programs for detailed reports.

11. Are there any other values you will take into consideration like:

1. noise level reduction
  2. lower CO2 emissions
  3. near-zero NOX emissions
  4. power generation resilience
- Any additional perceived benefits generated by the proposed technology, such as those listed in the question, should be described clearly in the Proposal; if the benefits are perceived to have a quantitative economic, environmental or operational value, that should be quantified and described as well, in the appropriate Section of the Proposal (i.e. Section II: Technical Approach or Section IV: Financial Benefits).

12. I have a few questions regarding the \$20,000 bid bond for the landfill gas RFP. Would you accept a letter of credit in lieu of a bid bond? It would accomplish the same thing.
- **Please see replaced language to Section 1, Article 12 – ‘Proposal Bond’.**
  - No – as clarified in replaced language to Section 1, Article 12 – ‘Proposal Bond’ (refer to Addendum 1), as well as the Proposal Checklist and NJSA 40A:11-21, only a certified check, cashier’s check or bond is acceptable.
13. If the answer is no, are there any local banks you typically work with for bid bonds? Our finance team has asked the banks they are working with and the bid bond is too small for them to work on. The reason I ask about the letter of credit is those same banks are working on some letters of credit for other projects and would do this one for us as well.
- The Authority has ‘no local banks we typically work with’ for Proposal Bonds, as the Authority only receives and validates said bonds.
14. Can you provide an updated attendance list from the site visit on 10/4?
- **Please refer to the Addendum for included Section 3, Attachment S – Pre-Proposal Meeting, Attendee Sign-In Sheet**
15. Please verify that these are the docs due on October 31<sup>st</sup>

No	Due with RFP Submission	Signature Required
1	Financial Proposal Form	No
2	Proposers Checklist	Yes
3	Gas Rights and Site License Agreement	<del>Yes</del> <b>NO</b>
4	Certificate of Authorization	Yes
5	Non-Collusion Affidavit	Yes
6	Proposal Bond	Yes
7	Proposal Transmittal Letter	Yes
8	Statement of Ownership Disclosure	Yes
9	<b>Acknowledgement of Receipt of Addenda</b>	<b>Yes - NEW</b>

- Please refer to the checklist provided in the ‘Proposal Compliance Forms To Be Submitted With Proposal’ section of the RFP, **which has been replaced with Addendum 1**
  - Financial Proposal Form – not a statutorily required form, but required in order for the Proposal to be completely evaluated by the Authority (and will not be accepted after Bid Opening on October 31, 2023, 2:00 PM) expected to be completed by the Proposer with additional information on their Financial Proposal, as necessary
  - **Proposer’s Checklist – required – note this form has been replaced with Addendum 1**
  - Gas Rights and Site License Agreement – not a required document, Attachment B - DRAFT Landfill Gas Rights and Site License Agreement provided as an

Attachment to RFP for Proposer comment; as stated in Section 3, Article 5.7.3 – Draft Agreement Exceptions, any exceptions to the Draft Landfill Gas Rights and Site License Agreement that are not raised at this stage, may not be entertained following selection of the Most Advantageous Proposer.

- Certificate of Authorization – required
- Non-Collusion Affidavit – required
- **Proposal Bond – required – note this form has been replaced with Addendum 1**
- Proposal Transmittal Letter – required
- Statement of Ownership Disclosure – required
- **NOTE: ‘Acknowledgment of Receipt of Addenda’ form has been included as a required signed document, as per Addendum 1.**

16. What are the daily volumes of landfill leachate? Do you have a recent leachate lab analysis?
- It is estimated that in 2022, the Landfill generated an average of 30,000 gallons of leachate per day.
  - **Please refer to the Addendum for included Section 3, Attachment T – Landfill Leachate Analytical Reports, 2023**
17. Has there been a PFAS analysis conducted by the landfill?
- **Please refer to the Addendum for included Section 3, Attachment U – Landfill Leachate PFAS Analytical Reports, 2021**
18. Does the cost of treating leachate PFAS revert to the landfill or the project owner?
- There is currently no legislative requirement to treat for PFAS removal.
  - If the proposed technology creates a PFAS byproduct that is ultimately disposed of in the Authority’s Landfill or Leachate System, the responsibility for PFAS treatment of that byproduct may fall on the Proposer if future legislation dictates the requirement of PFAS treatment.
19. Would a new RNG plant affect the current Title V Air Permit authorizing the use of two engines?
- The current Title V Air Permit authorizes the use of no more than two of the on-site Jenbacher engines at a given time. The requirement of a Title V Air Permit for the Proposer’s proposed technology should be investigated by the proposer ahead of time.
20. Can you provide a copy of the gas agreement with the termination terms with the Woodbine Development Center?
- **Please refer to the Addendum for included Section 3, Attachment V – Memorandum of Understanding Between the State of New Jersey, Department of the Treasury, the Department of Human Services of the Woodbine Developmental Center and the Cape May County Municipal Utilities Authority, 2011**
  - Please note as per Attachment V, ‘the CMCMUA is under no obligation to produce or supply a minimum quantity of landfill gas for the [WDC’s] consumption’.
21. Please provide some detail on the GCCS maintenance program? How often are wells tuned, liquid levels measured, pumps serviced.
- Landfill gas wells are tuned monthly. The GCCS has well pumps installed in 26 of the most recently constructed vertical wells, but monitoring shows little-to-no leachate in the

vertical wells. The well pumps are relatively new and maintenance has not yet been performed on them.

22. In the SCS report, the latest GCCS expansion is in 2023, is that complete? Can you provide a copy of any planned expansions in the next 5 years
  - There has been no GCCS expansions completed in 2023 and additional vertical wells have been planned for 2024. The Authority's Consultant is currently in the process of developing a final GCCS plan for the site.
23. What population growth rate is assumed in the County's solid waste management plan?
  - This information is not assumed in the current Solid Waste Management Plan.
24. Sulfur Removal System - Can you provide a cost estimate for the media, maximum gas throughput volume (including the 2 new vessels) and how often the media need to be change?
  - The maximum gas throughput of the original five (5) vessels is 1,200 scfm; the maximum gas throughput for the two (2) new vessels is unknown. The throughput is typically dependent on the type of media used; historically, the Authority has used Iron Sponge media and typically changed out the media of the five (5) operating vessels on an annual schedule. The capacity of the sulfur vessels, including the two (2) new HDPE vessels, is 7,361 ft<sup>3</sup>.
  - The Authority's current costs of media are as follows:
    - Iron Sponge Media - \$25.24/ft<sup>3</sup>
    - DeSulfa IP4M - \$46.90/ft<sup>3</sup>
    - AxTrap - \$41.43/ft<sup>3</sup>
    - Darco BG4 - \$46.90/ft<sup>3</sup>
25. Provide a copy of the interconnection agreement with ACE.
  - **Please refer to the Addendum for included Section 3, Attachment W – Interconnection Service Agreement among PJM Interconnection, LLC and Cape May County Municipal Utilities Authority and Atlantic City Electric Company, 2014**
26. Are there any significant issues with neighbors – noise, odor?
  - The Authority currently receives minimal odor complaints from a campground/ trailer park neighboring the facility. As mentioned in Section 3, Article 5.4 – Section II: Technical Approach, the Proposer should discuss any ancillary elements of the Project, inclusive of noise levels of the project. As noted in Section 3, Attachment B – Draft Landfill Gas Rights and Site License Agreement, Article 8.5, the Company is expected to perform all compliance obligations, inclusive of any local noise ordinances.
27. Additionally, are you able to provide a waste characterization for our review?
  - As per Section 3, Article 2.2.2 – Historical Waste Disposal Information, we do not have a waste characterization study but have provided information based on five-year average data of waste materials delivered to the Landfill.
28. What is the existing electricity tariff paid at the landfill today?
  - Please refer to the answer provided to Question 6.

29. What is the price for power exports to the grid?
- The price for power export to the grid over the past five-years, on average, are as follows:
    - 2019 - \$0.0233/kWh
    - 2020 - \$0.0162/kWh
    - 2021 - \$0.0314/kWh
    - 2022 - \$0.0497/kWh
    - 2023 - \$0.0534/kWh
30. Spec, existing in place infrastructure on site provides for a nameplate capacity for the project of 2.2 MW.
- This is not a question; therefore, no answer has been provided.
31. What is the maximum MW size which can be set up for sales with the utility for this site? Please provide any copies of studies done with the utility and MUA on this issue.
32. What is the interconnect size limit in place today for this site? Is this also 2.2? How far is the upgrade point?
- As per Section 3, Article 2.2.11 – Electric Generation Interconnection, the current maximum output capacity as per the Interconnection Agreement is 2.2 MW. There have been no additional studies. The distance between the Point of Interconnect and the Corson Substation is approximately 4 miles.
33. Will the CMCMUA be okay with keeping ownership and operations of the project? We will cover the O&M on the generators we propose in our offer.
- No – as per Section 3, Article 3.1 – General, it is the intent of this RFP to award to a Proposer that will develop, design, finance, permit, build, own and operate the Project.
34. Firming the read of the specs, will the CMCMUA be okay with being the Buyer of our units? We can provide financing.
- No – as per Section 3.1 – General, it is the intent of this RFP to award to a Proposer that will develop, design, finance, permit, build, own and operate a Project.
35. Our terms & special offer of financing may be viewed as very attractive by CMCMUA and superior to commercial offers / rates.
- This is not a question; therefore, no answer has been provided.
36. What is the process for co-managing the GCCS with the owner? The hill and associated LFG wells? Leachate?
- The Authority will maintain full responsibility for managing the Landfill, GCCS, associated LFG wells and leachate. As per Section 3, Article 3.2.3 – Key Company Rights, during the term, the Company may suggest to the Authority to make improvements to the GCCS at the Company's sole cost and subject to the Authority's approval. If approved, such improvements, upon completion, will become owned and operated by the Authority.



37. What is the record for siloxane removal from the LFG?
38. Why are there no siloxane removal skids in use today?
- The Landfill/GCCS does not currently implement a siloxane removal system. The previous siloxane removal system that was in place was decommissioned due to operational issues and maintenance costs.
39. Why are the two new H<sub>2</sub>S units not in service?
- The two (2) new vessels were just recently installed and have not yet been utilized.
40. Why per the specs detail do you run the H<sub>2</sub>S treatment system when in flare mode?
- This a compliance requirement as per NJDEP per the current Title V Permit.
41. What is the primary cause according to the factory, and CCMUA, of the two failed Jenbacher sets?
- The Jenbacher engine identified as 'Generator #6' experienced a crank shaft failure; the Jenbacher engine identified as 'Generator #5' requires a 40,000-hour maintenance overhaul, which the Authority has decided not to complete.
42. Why is there such a big drop in gas collections from 2014-2019?
- Over the life of the Jenbacher engines, commissioned in 2013, the uptime has continued to decrease due to age and maintenance issues; in turn, operations did not require the Generator Facility to pull and utilize the same volume of LFG.
43. Do all 3 engines need an overall to get back to working?
- Note: Assume that 'overall' was meant to be 'overhaul'
  - The Jenbacher engine identified as 'Generator #6' experienced a crank shaft failure; the Jenbacher engine identified as 'Generator #5' requires a 40,000-hour maintenance overhaul, which the Authority has decided not to complete. The Jenbacher engine identified as 'Generator #4' is currently operational.
44. What is the estimated cost to repair the engines?
- The Authority estimates \$500,000 in parts only to repair 'Generator #6'; the Authority estimates \$200,000 in parts only to complete the overhaul on 'Generator #5'.
45. How much electricity demand do you have?
- Please refer to the answer provided to Question 6.
46. Could we see recent composite LFG flow data and quality?
- For this data, please refer to 'Table 2. CCMUA Sanitary Landfill: 2010-2022 LFG Recovery Rates', in Section 3, Article 2.3.1 – LFG Recovery, Attachment N – SCS Engineers – Cape May County Municipal Utilities Authority – Secure Sanitary Landfill Revised LFG Recovery Projections (February 2022), and Attachment O – Landfill Gas Sampling and Analysis Test Programs.

47. Also, could we see recent wellfield monitoring data to better gauge site LFG potential?
- For this data we request that you please utilize the data provided in the RFP, specifically Section 3, Article 2.3 – LFG Recovery and Forecasting, and Attachment N – SCS Engineers – Cape May County Municipal Utilities Authority – Secure Sanitary Landfill Revised LFG Recovery Projections (February 2022), to best gauge site LFG potential.
48. Can you tell me if this RFP is a non-binding proposal? Also do you plan to shortlist after this RFP submittal or choose the winning party from this process
- The Authority is seeking binding Proposals. The intent is not to shortlist, but to select the most advantageous proposer through the RFP evaluation process, but the Authority reserves the right to shortlist if desired

**ATTACHMENT R**  
**ATLANTIC CITY ELECTRIC BILLING TO AUTHORITY'S ENVIRONMENTAL**  
**COMPLEX, OCTOBER 2022 – SEPTEMBER 2023**

See associated files for attachment.

**ATTACHMENT S**  
**PRE-PROPOSAL MEETING, ATTENDEE SIGN-IN SHEET**

**Pre-Proposal Meeting: RFP 14-23, Development of Landfill Gas Beneficial Use Project**  
**Cape May County Municipal Utilities Authority - October 4, 2023**  
**Meeting Attendee Sign-In Sheet**

<u>Name</u>	<u>Company</u>	<u>Email</u>
Guy Cusumano	AXD	<a href="mailto:axdsic@yahoo.com">axdsic@yahoo.com</a>
Joe Rizzuto	Cape May County MUA	<a href="mailto:rizzutojv@cmcmua.com">rizzutojv@cmcmua.com</a>
Kevin Whitney	Cape May County MUA	<a href="mailto:whitneykj@cmcmua.com">whitneykj@cmcmua.com</a>
Robert Donato	Cape May County MUA	<a href="mailto:donatorp@cmcmua.com">donatorp@cmcmua.com</a>
Tom LaRocco	Cape May County MUA	<a href="mailto:laroccotj@cmcmua.com">laroccotj@cmcmua.com</a>
John Conturo	Cape May County MUA	<a href="mailto:conturojr@cmcmua.com">conturojr@cmcmua.com</a>
Kevin McGahey	Cape May County MUA	<a href="mailto:mcgahaykw@cmcmua.com">mcgahaykw@cmcmua.com</a>
Dave Horvath	Earthres	<a href="mailto:dhorvath@earthres.com">dhorvath@earthres.com</a>
Kanwar Bajaj	Engie	<a href="mailto:kanwar.bajaj@engie.com">kanwar.bajaj@engie.com</a>
Ellen O'Brien	GHD	<a href="mailto:ellen.obrien@ghd.com">ellen.obrien@ghd.com</a>
Robert Kenul	Kiely	<a href="mailto:rkenul@kielybuilds.com">rkenul@kielybuilds.com</a>
Shar Olivier	Kiely	<a href="mailto:solivier@kielybuilds.com">solivier@kielybuilds.com</a>
Francisco Castro	Mainspring Energy	<a href="mailto:francisco.castro@mainspringenergy.com">francisco.castro@mainspringenergy.com</a>
Brian Kauffman	Mainspring Energy	<a href="mailto:brian.kauffman@mainspringenergy.com">brian.kauffman@mainspringenergy.com</a>
Steve Gabrielle	Next Era Energy	<a href="mailto:steven.gabrielle@nexteraenergy.com">steven.gabrielle@nexteraenergy.com</a>
Zeke Maki	Next Era Energy	<a href="mailto:ezekiel.maki@nexteraenergy.com">ezekiel.maki@nexteraenergy.com</a>
Marshall Morris	Northern Biogas	<a href="mailto:mmorris@northernbiogas.com">mmorris@northernbiogas.com</a>
Mike McGuigan	Potomac Renewables	<a href="mailto:mikemcguigan@potomacrenewables.com">mikemcguigan@potomacrenewables.com</a>
Eric Peterson	SCS Engineers	<a href="mailto:epeterson@scsengineers.com">epeterson@scsengineers.com</a>
Fred Rohs	South Jersey Industries	<a href="mailto:frohs@sjindustries.com">frohs@sjindustries.com</a>
Rick Gallagher	South Jersey Industries	<a href="mailto:rgallagher@sjindustries.com">rgallagher@sjindustries.com</a>
Bill Keller	Viridi Energy	<a href="mailto:bill.keller@viridirng.com">bill.keller@viridirng.com</a>
Geoff Feiler	WAGA Energy	<a href="mailto:geoff.feiler@waga-energy.com">geoff.feiler@waga-energy.com</a>

**ATTACHMENT T**  
**LANDFILL LEACHATE ANALYTICAL REPORTS, 2023**

See associated files for attachment.

**ATTACHMENT U**  
**LANDFILL LEACHATE PFAS ANALYTICAL REPORTS, 2021**

See associated files for attachment.

**ATTACHMENT V**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF NEW JERSEY,  
DEPARTMENT OF THE TREASURY, THE DEPARTMENT OF HUMAN SERVICES  
OF THE WOODBINE DEVELOPMENTAL CENTER AND THE CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY, 2011**

See associated files for attachment.



**ATTACHMENT W**

**INTERCONNECTION SERVICE AGREEMENT AMONG PJM INTERCONNECTION,  
LLC AND CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY AND  
ATLANTIC CITY ELECTRIC COMPANY, 2014**

See associated files for attachment.