

CITY OF SALEM
COMMON COUNCIL REGULAR MEETING MINUTES
JANUARY 18, 2022
6:30 PM

OPENING 6:30 PM

PLEDGE OF ALLEGIANCE: Council President Earl Gage

INVOCATION: Council President Earl Gage

STATEMENT OF ADVERTISEMENT:

The City Clerk read the following: Notice of this meeting has been provided to the South Jersey Times and the Elmer Times and is posted on the City Hall Bulletin Board stating the time and the place of the meeting. Notice has also been posted that the meeting can be accessed through Zoom.

ROLL CALL:

Present: Cline, Davis, Groce,, Smith, Gage, Gregory, Kellum

Also Present: Mayor Veler, Solicitor Rhea, CFO Nunez and Admin/Clerk Angeli

APPROVAL OF BILLS: No bill list

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

Motion to open: Gregory and Second: Kellum

All Council Members present voted in favor in a voice vote.

Mr. Angeli stated the following: The public is instructed that this portion of the meeting is provided for comments and questions on Agenda items only. There will be a public portion later in the meeting for general comments and questions. Please state your name and address, street name only for the record.

No comments or questions were offered.

Motion to close the public portion on agenda items: Gregory and Second: Kellum

All Council Members present voted in favor in a voice vote.

INTRODUCTION OF ORDINANCES FOR FIRST READING:

This is the first reading and introduction. The public hearing for ordinance 22-01 will be on February 22, 2022 at 6:30PM.

ORD. 22-01 AN ORDINANCE OF THE CITY OF SALEM REPEALING ARTICLE II,
RESIDENCY REQUIREMENTS, OF CHAPTER 43, PERSONNEL POLICIES OF
THE CITY CODE OF THE CITY OF SALEM

Motion to Introduce: Gregory Second: Kellum Discussion ensued about the Ordinance. Mr. Davis voiced concerns and said that the city should hire City residents. The Solicitor said that City residents would have preference. All Council Members present voted in favor in a Roll Call Vote.

This is the first reading and introduction. The public hearing for ordinance 22-02 will be on February 22, 2022 at 6:30PM.

ORD. 22-02 AN ORDINANCE OF THE CITY OF SALEM AMENDING CHAPTER 3 OF THE MUNICIPAL CODE OF THE CITY OF SALEM TO PROVIDE FOR THE POSITION OF PAYROLL SUPERVISOR/PENSION FUND SUPERVISOR

Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a Roll Call Vote.

This is the first reading and introduction. The public hearing for ordinance 22-03 will be on February 22, 2022 at 6:30PM.

ORD. 22-03 AN ORDINANCE OF THE CITY OF SALEM AMENDING SECTION 2 OF CHAPTER 43 OF THE MUNICIPAL CODE OF THE CITY OF SALEM FIXING THE TITLES, SALARIES AND COMPENSATION RANGES OF EMPLOYEES OF THE CITY OF SALEM

Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a Roll Call vote.

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

RES. 2022-58 RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF CERTAIN CHEMICALS FROM UNIVAR

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-59 A RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF CHEMICALS FROM USALCO

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-60 A RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF CERTAIN CHEMICALS FROM COYNE

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-61 A RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF CERTAIN CHEMICALS FROM SHANNON CHEMICALS

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-62 RESOLUTION AUTHORIZING CONTRACT FOR THE PURCHASE OF WATER METERS

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-63 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE DATED July 29, 1994 RELATED TO THE NEIGHBORHOOD PRESERVATION GRANT PROGRAM MADE TO ALICE GRAEFF FOR PROPERTY LOCATED AT BLOCK 78, LOT 6

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-64 AUTHORIZING CHANGE ORDER #1 FINAL FOR RECONSTRUCTION OF EIGHTH STREET PHASE 2 NJDOT STATE AID PROJECT

Motion to table: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-65 A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY OF SALEM
COMMERCE DEPARTMENT TO PREPARE AND SUBMIT A CONCEPT PAPER
FOR THE AMERICORPS VISTA PROGRAM

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-66 RESOLUTION ACCEPTING A PROPOSAL FROM SICKELS & ASSOCIATES,
INC FOR PROFESSIONALS SERVICES IN PREPARING A WATER
CONSERVATION AND DROUGHT MANAGEMENT PLAN AND
AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-67 A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC
IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY
OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12 These items are for
(4) *Matters pertaining to a collective bargaining agreement*

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-68 A RESOLUTION AUTHORIZING AMENDING AGREEMENT WITH
CITY ENGINEERS TO EXTEND THE PERIOD OF PROVIDING A
CERTIFIED NJDEP LAB MANAGER AND TO CONTINUE TO PROVIDE
TRAINING FOR SALEM CITY STAFF

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

RES. 2022-69 A RESOLUTION APPROVING ENGINEERING SERVICES FOR THE
RECONSTRUCTION OF SMITH STREET

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

MAYOR'S COMMENTS: No comments

OLD BUSINESS:

Council members and Department leaders are invited to comment on previously discussed business. This may include updates on Committee matters.

Mr. Davis asked about the progress of auctions and demos. The Solicitor stated that she was working on the auction process for auctions. She stated that Municipal Court does not issue orders to demo, that would be Superior Court. Mr. Angeli gave an update for Ms. Slaughter on her committee meeting.

NEW BUSINESS: None

PUBLIC PORTION:

Motion to open the public portion of the meeting.

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

The public is instructed that this portion of the meeting is provided for comments and questions on any matter. Please state your name and address, street name only for the record.

Janice Roots, Craven Ave., asked about the range for the position that Mr. Davis questioned She said that the best way to make the position competitive is to make the salary attractive. She asked about the issue of hiring non-residents and how that was going to proceed. Mr. Groce said that he had a plan for moving forward. Bill Corbin, Salem, stated that he wanted to than Public Works for the great job they did with snow removal. He also asked about the decommissioned Fire truck that is parked on Elm. Mr. Angeli stated that code enforcement would look into it.

Janice roots, Craven Ave., stated that the City has experienced a lot of violent crimes and asked if the City had a plan to address the issue. She said that she feels like no one is talking about it and that the Police Chief should be at the meetings. Mr. Gage stated that this is the number one priority. Mr. Davis stated that he called an emergency Public Safety meeting for the next night and that the Chief would be attending.

Bill Corbin, Salem, said that the City needed more cameras. Mr. Gage stated that the "All Eyes on Me" camera system was up and running.

Motion to close the public portion of the meeting.

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

EXECUTIVE SESSION:

Motion to go into Executive Session

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

Motion to close Executive Session

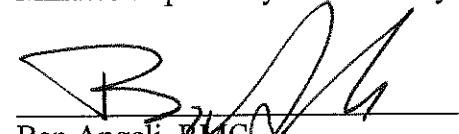
Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

ADJOURNMENT:

Motion to adjourn the meeting.

Motion: Gregory and Second Kellum with all Council Members present voted in favor in a Voice Vote.

Minutes respectfully submitted by:


Ben Angeli, RMCC

NEXT COUNCIL MEETING: FEBRUARY 14, 2022 AT 6:30 PM

**CITY OF SALEM
ORDINANCE 22-01**

**AN ORDINANCE OF THE CITY OF SALEM REPEALING ARTICLE II,
RESIDENCY REQUIREMENTS, OF CHAPTER 43, PERSONNEL POLICIES OF
THE CITY CODE OF THE CITY OF SALEM**

WHEREAS, Article II of Chapter 43 of the Code of the City of Salem adopted in 1978 by Ordinance 7803 requires that City employees be residents of the City of Salem, subject to certain exceptions codified in Section 43-5; and

WHEREAS, it is determined by the Common Council of the City of Salem that requiring residency within the City is no longer practical.

BE IT ORDAINED by the Common Council of the City of Salem, Salem County, New Jersey as follows:

Section 1. Article II, Sections 43-4 to 43-6, Residency Requirements of Chapter 43 Personnel Policies are hereby repealed.

Section 2. Article 43-4 shall be amended to read: Except as otherwise provided by law, the City Council may give preference to City residents in the hiring process when all other qualifications are equal.

Section 3. If a court of competent jurisdiction shall declare any section, paragraph, subsection, clause or provision of this Ordinance invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.

Section 4. All ordinances or parts of ordinances of the City of Salem heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of any inconsistency.

Section 5. This ordinance shall take effect as provided by law.

ATTEST:


Ben Angeli, RMC


CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis				X		
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

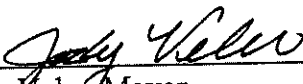
I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on January 18, 2022. Public Hearing shall take place on February 22, 2022.

1-18-22
Date


Ben Angeli, RMC

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis				X		
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter				X		
J. Smith						X
E. Gage			X			

2-22-22
Date


Jody Veler, Mayor

I, Ben Angeli, Municipal Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on February 22, 2022.

2-22-22
Date


Ben Angeli, RMC

**CITY OF SALEM
ORDINANCE 22-02**

**AN ORDINANCE OF THE CITY OF SALEM AMENDING CHAPTER 3 OF THE
MUNICIPAL CODE OF THE CITY OF SALEM TO PROVIDE FOR THE
POSITION OF PAYROLL SUPERVISOR/PENSION FUND SUPERVISOR**

BE IT ORDAINED by the Common Council of the City of Salem, in the County of Salem and State of New Jersey that Chapter 3 of the Municipal Code, Administration of Government be amended in part to add the following section:

Section 3-20 Payroll Supervisor/Pension Fund Supervisor

- A. **Position Created and Duties.** City Council may appoint to a person serve as Payroll Supervisor/Pension Fund Supervisor to assist the CFO and work under the supervision of the CFO to coordinate actions of workers engaged in preparing payrolls and processing applications for membership in the pension system, along with related duties and responsibilities as delegated by the CFO to assist in the administration of the municipality.
- B. **Salary.** Salary for the position of Payroll Supervisor/Pension Fund Supervisor shall be set by ordinance.

BE IT FURTHER ORDAINED that all other provisions of Chapter 3 as shall remain in full force and effect.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances of the City of Salem heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of any inconsistency.

BE IT FURTHER ORDAINED that this ordinance shall take effect as provided by law.

ATTEST:

CITY OF SALEM

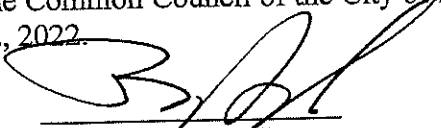

Ben Angeli, RMC


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis				X		
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

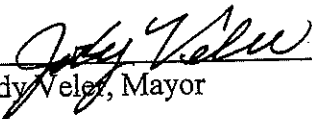
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1-18-22
Date


Ben Angeli, RMC

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter			X			
J. Smith						X
E. Gage			X			

2-22-22
Date


Jody Velez, Mayor

I, Ben Angeli, Municipal Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on February 22, 2022.

2-22-22
Date


Ben Angeli, RMC

**CITY OF SALEM
ORDINANCE 22-03**

**AN ORDINANCE OF THE CITY OF SALEM AMENDING SECTION 2 OF
CHAPTER 43 OF THE MUNICIPAL CODE OF THE CITY OF SALEM FIXING
THE TITLES, SALARIES AND COMPENSATION RANGES OF EMPLOYEES OF
THE CITY OF SALEM**

BE IT ORDAINED by the Common Council of the City of Salem, in the County of Salem and State of New Jersey that Section 22 of Chapter 43 of the Municipal Code be amended in part to set the minimum and maximum salary for the position of Payroll Supervisor/Pension Fund Supervisor as follows:

Section 1. The yearly salary of the Payroll Supervisor/Pension Fund Supervisor shall be:

Minimum	Maximum
\$40,000.00	\$57,000.00

BE IT FURTHER ORDAINED that all other provisions of Section 22 of Chapter 43 of the Municipal Code shall remain in full force and effect.

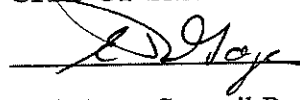
BE IT FURTHER ORDAINED that all ordinances or parts of ordinances of the City of Salem heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of any inconsistency.

BE IT FURTHER ORDAINED that this ordinance shall take effect as provided by law.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis				X		
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

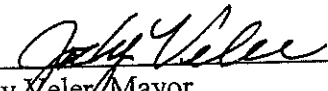
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2-18-22
Date


Ben Angeli, RMC

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter			X			
J. Smith						X
E. Gage			X			

2-22-22
Date


Jody Veler Mayor

I, Ben Angeli, Municipal Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on February 22, 2022.

2-22-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-58**

**RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF CERTAIN
CHEMICALS FROM UNIVAR**

WHEREAS, the City advertised for bids for the purchase of chemicals for its water treatment process for the year 2021;

WHEREAS, there were five bidders who submitted bids as further outlined on the bid summary spreadsheets attached hereto; and

WHEREAS, it has been determined that Univar is the lowest bidder for the purchase of:

Sodium Hypochlorite Solution- NaOCL: 3,300 Gallon Delivery	Unit Price 1.308/Gal	Total Price \$74,480.00
Sodium Bisulfite 55-gallon drums: (FCC Gr 38-40% solution) 5-55 Gallon Drum Delivery	3.775/Gal	\$22,650.00
Sodium Bisulfite (FCC Gr 38% Solution): 300-350 Gallon delivery	4.33/ Gal	\$12,990.00

WHEREAS, the CFO can certify the availability of funds.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council that the Mayor is authorized to enter into a contract on behalf of the City of Salem with Univar for the purchase of the above chemicals for the proposed price.

ATTEST:


Ben Angeli, RMC

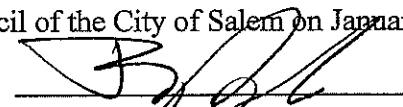
CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-59**

**A RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF
CHEMICALS FROM USALCO**

WHEREAS, the City advertised for bids for the purchase of chemicals for its water treatment process for the year 2022; and

WHEREAS, there were five bidders who submitted bids as further outlined on the bid summary spreadsheets attached hereto; and

WHEREAS, it has been determined that USALCO is the lowest bidder for the purchase of:

	Unit Price	Total Price
Aluminum Chlorohydrate Solution (ACH)	4.1033/Gal	\$49,239.60

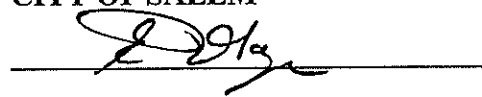
WHEREAS, the CFO can certify the availability of funds.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council that the Mayor is authorized to enter into a contract on behalf of the City of Salem with USALCO for the purchase of the above chemical for the proposed price.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-60**

**A RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF
CERTAIN CHEMICALS FROM COYNE**

WHEREAS, the City advertised for bids for the purchase of chemicals for its water treatment process for the year 2022;

WHEREAS, there were five bidders who submitted bids as further outlined on the bid summary spreadsheets attached hereto; and

WHEREAS, it has been determined that Coyne is the lowest bidder for the purchase of:

	Unit Price	Total Price
Sodium Hypochlorite Solution (12.0-16.0%) 8-53 Gal Drum Delivery	3.0386/ Gal	\$9,115.50
Powered Activated Carbon (PAC) 50-40lb Bags Delivery	1.2750/lb.	\$44,625.00
Calcium Hypochlorite Tablets (Pallet)	2.7469/lb.	\$21,975.20
Calcium Hypochlorite Tablets (10-55lb pail Delivery)	3.4587/lb.	\$27,669.60
Liquid Hydrochloric Acid 20 BE (muriatic) 4-55 Gal Delivery	5.6016/Gal	\$3,388.97

WHEREAS, the CFO can certify the availability of funds.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council that the Mayor is authorized to enter into a contract on behalf of the City of Salem with Coyne for the purchase of the above chemicals for the proposed prices.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-61**

**A RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF
CERTAIN CHEMICALS FROM SHANNON CHEMICALS**

WHEREAS, the City advertised for bids for the purchase of chemicals for its water treatment process for the year 2022;

WHEREAS, there were five bidders who submitted bids as further outlined on the bid summary spreadsheets attached hereto; and

WHEREAS, it has been determined that SHANNON CHEMICALS is the responsible bidder for the purchase of:

	Unit Price	Total Price
Liquid Zinc Pyrophosphate:	17.27/Gal	\$43,175.00

WHEREAS, the CFO can certify the availability of funds.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council that the Mayor is authorized to enter into a contract on behalf of the City of Salem with SHANNON for the purchase of the above chemical for the proposed price.

ATTEST:


Ben Angeli, RMC

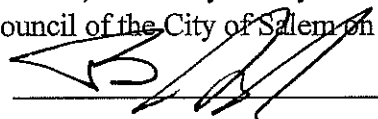
CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-62**

**RESOLUTION AUTHORIZING CONTRACT FOR THE PURCHASE
OF WATER METERS**

WHEREAS, the City advertised for bids for the purchase of water meters for the year 2022; and

WHEREAS, there was one bidder who submitted a bid, namely Rio, who proposed to supply water meters for the City as needed in the year 2022 at the unit price per meter as indicated on the attached spreadsheet (Attachment "A"); and

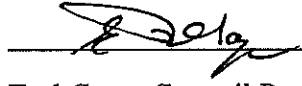
WHEREAS, the CFO can certify the availability of funds.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council that the Mayor is authorized to enter into a contract on behalf of the City of Salem with Rio for the purchase of water meters for the proposed price

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

Attachment "A"

NOTICE TO BIDDERS FOR THE PROVISION OF CHEMICAL AND WATER METERS FOR THE YEAR 2022

Untitled

Water Meter Supply List

METER:

Size	In/Out	Unit (S)	Unit Price	Total Price
5/8"	Inside	40	<u>\$ 324.00</u>	<u>\$12,960.00</u>
5/8"	Inside	40	<u>\$ 334.00</u>	<u>\$13,360.00</u>
1"	Both	7	<u>\$ 546.00</u>	<u>\$ 3,822.00</u>
1 1/2"	Both	7	<u>\$1,058.00</u>	<u>\$ 7,406.00</u>
2"	Both	5	<u>\$1,121.00</u>	<u>\$ 5,605.00</u>

Yoke:

5/8"	Inside/Universal	50	<u>\$ 121.00</u>	<u>\$ 6,050.00</u>
1"	Inside/Universal	20	<u>\$ 208.00</u>	<u>\$ 4,160.00</u>

ADAPTERS:

Adapters (Copper) 500 Total / 10 Boxes	500 x	<u>\$ 29.00 each</u>	<u>\$14,500.00</u>
Adapters (Iron Pipe) 200 Total / Boxes	200 x	<u>\$ 29.00 each</u>	<u>\$ 5,800.00</u>

ANTENNA:

20 Antennas (or one box whichever is more)	20 x	<u>\$36.00 each</u>	<u>\$ 720.00</u>
--	------	---------------------	------------------

**CITY OF SALEM
RESOLUTION 2022-63**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF
MORTGAGE DATED July 29, 1994 RELATED TO THE NEIGHBORHOOD
PRESERVATION GRANT PROGRAM MADE TO ALICE GRAEFF FOR
PROPERTY LOCATED AT BLOCK 78, LOT 6**

WHEREAS, the City, through the Neighborhood Preservation Program, secured a mortgage dated July 29, 1994, for a loan provided to Alice Graeff in the amount of \$1,998.00 and


WHEREAS, by terms of the program, the loan was forgiven if the property was not transferred within 10 years of the loan; and

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the Mayor is authorized to execute a discharge of mortgage to have the mortgage cancelled of record.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

Please reply to:

107 West Broadway

Salem, NJ 08079

Tel: 856-935-0027

Fax: 866-900-6020

KennethMiller@HelmerLegal.com

January 11, 2022

City of Salem

ATT: Andrea Rhea, Esq.

Via E-mail: ARhea@chancemccann.com

RE: Discharge of Mortgage
Borrower: Alice M. Graeff
Lender: Neighborhood Preservation Program
Property: 1 Meadowside Lane, Salem (Block 78, Lot 6)
Our File No. 24187

Dear Ms. Rhea:

As discussed, enclosed herewith is a proposed Discharge of Mortgage for you to present to the City for signature, along with a copy of the Mortgage dated July 29, 1994 and recorded February 9, 1996 in the Salem County Clerk's office in Book 0869, Page 252.

Thank you for your cooperation.

Very truly yours,

HELMER, CONLEY & KASSELMAN, P.A.


Kenneth W. Miller, Jr., Esq.

KWM:dm

Enclosure

c: Raymond L. Graeff (via e-mail)

RECORD AND RETURN TO:

Helmer, Conley & Kasselman, PA
107 West Broadway
Salem, NJ 08079

Prepared by:

HELMER, CONLEY & KASSELMAN, P.A.
Kenneth W. Miller, Jr., Esq.

DISCHARGE OF MORTGAGE

PROPERTY:
1 Meadowside Lane
Salem, NJ 08079
a/k/a Block 78, Lot 6

A certain Mortgage dated July 29, 1994 was made between

ALICE M. GRAEFF (borrower)

and

NEIGHBORHOOD PRESERVATION PROGRAM (lender)
c/o The City of Salem
17 New Market Street
Salem, NJ 08079

This Mortgage was made to secure payment of \$1,998.00 (one thousand nine hundred ninety-eight dollars) plus interest. It was recorded or registered in the Salem County Clerk's Office, New Jersey, on February 9, 1996 in Book 0869, Page 252.

This Mortgage has been **PAID IN FULL** or otherwise **SATISFIED AND DISCHARGED**. It may now be discharged of record. This means that this Mortgage is now cancelled and void.

I sign and certify to this Discharge of Mortgage on _____, 2022

Witnessed or Attested by:

STATE OF NEW JERSEY

SS:

COUNTY OF SALEM

I CERTIFY that on the _____ day of _____, 2022, _____ personally came before me, and this person acknowledged under oath, to my satisfaction, that he or she:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as his or her act and deed.

0869

252

081111

BOOK PAGE
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
Division of Housing
Neighborhood Preservation Balanced Housing Program

MORTGAGE

This Mortgage is made and dated July 29
between

Alice M. Graeff
1 Meadow Avenue
Salem, NJ 08079

(from now on called the "Borrower")
and
Neighborhood Preservation Program
466 East Broadway
Salem, NJ 08079

(from now on called the "Lender")

The words Borrower and Lender include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lender and (b) anyone who takes this Mortgage by transfer or assignment.

NOTE: The Borrower is borrowing the sum of (\$ 1,898.00) (the Principal) from the Lender. In return for this loan, the Borrower has signed a Note dated July 29, 1994 (the Note).

MORTGAGE AS SECURITY: The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, grants, and conveys to the Lender all of the land, buildings, and other improvements (now or in the future erected) owned by the Borrower and located at 1 Meadow Avenue, in the City

of Salem County of Salem and State of New Jersey (the property), the legal description of which is: Being known and designated as Lot 6 of Block 78, as shown on the Tax Map of the Salem County, New Jersey.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING
17 NEW MARKET ST.
SALEM, NJ 08079

RECEIVED
SALEM COUNTY CLERK
JUL 29 9 53 AM '94
JOHN W. CARMAN
CLERK

0859 253

BOOK PAGE

SUBORDINATE MORTGAGE: This property is also subject to a senior Mortgage (the First Mortgage). The first Mortgage is held by _____ and dated _____ The first Mortgage was recorded in _____ County in Book _____ at Page on _____.

This property is also subject to additional liens identified at the time of the signing of this Mortgage. (If applicable, please attach information as above on each lien).
MORTGAGE VOID ON FULL PAYMENT: When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's right under the Note and secured by this Mortgage shall end.

The Borrower agrees to these terms:

1. The Borrower shall comply with all of the terms of the Note and this Mortgage.
2. The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
3. The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and other charges against the Property when due.
4. The Borrower shall pay or satisfy the principal under the terms of the Note.
5. The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender.
6. The Borrower shall keep the Property in good repair and shall not damage, destroy or abandon the Property.
7. This Mortgage is a lien of the Lender against the Property for the payment of the Note. Except for the First Mortgage and other existing liens on the property identified at the time of the signing of this Mortgage, the Borrower shall not allow any superior lien against the Property.
8. The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.
9. This Mortgage is binding on the Borrower, his or her heirs and personal representatives.
10. All notices under this Mortgage must be in writing by personal delivery or certified mail, return receipt requested.

11. On payment or forgiveness of the principal under the terms of the Note, the Lender shall execute a cancellation of this Mortgage.

12. The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officer and its corporate seal is affixed.

13. PRIMUM SUBORDINATION POLICY: The Borrower acknowledges that the after this mortgage is assigned by the Lender to the New Jersey Department of Community Affairs, the Department will not subordinate this loan to any subsequent mortgages. This rule may be waived if the proceeds of the new loan are required to meet at least one of the following items: to make major repairs of the property that are not addressed in the original rehabilitation project; to address items which have become substantial subsequent to the rehabilitation; to pay for educational or medical expenses with the proceeds of a refinancing; if a new loan has a lower interest rate resulting in a lower monthly payment.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

Witnessed or attested by: Olivia M. Shraff (Seal)

Betty Lou Thomas (Seal)

State of New Jersey)

County) ss.:

BE IT REMEMBERED, that on this 24 day of July, 1974, before

me, the subscriber, Betty Lou Thomas

personally appeared Olivia M. Shraff

and _____

who I am satisfied (is)(are) the Mortgagor(s) mentioned in the within instrument and thereupon signed this document. This person (s) acknowledged signing, sealing and delivering this document as (their)(his)(her) own voluntary act and deed for the uses and purposes therein expressed.

Notary Public

BETTY LOU THOMAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 25, 1977

TO THE REGISTER OR CLERK,

County:

This mortgage is fully paid and satisfied.

I authorize you to cancel it of Record.

Lender:

Record and return to:

I certify that the Lender's signature is genuine.

RECEIVED IN THE SALEM COUNTY
CLERK'S OFFICE ON Feb 9 1974
AT 4:56 PM AND RECORDED IN
BOOK 859 PAGE 253
Betty Lou Thomas CLERK

**CITY OF SALEM
RESOLUTION 2022-64**

**AUTHORIZING CHANGE ORDER #1 FINAL FOR RECONSTRUCTION
OF EIGHTH STREET PHASE 2 NJDOT STATE AID PROJECT**

WHEREAS, by resolution adopted *August 9, 2021* the Common Council of Salem City, pursuant to advertisement duly made, awarded a contract to Remington and Vernick Engineers, for NJDOT Reconstruction of Eighth Street Phase 2 in the original sum of \$176,300.00 which is the base bid; and

WHEREAS, by memorandum dated January 7, 2022, the Project Engineers recommend that the contract to be amended in the base bid in the amount of (\$6,050.38), a reduction of 3.4% of the original amount awarded of \$144,800; and

WHEREAS, the Chief Financial Officer has indicated her concurrence with the Project Engineers recommendation of a decrease of (\$6,050.38) or 3.4% decrease to the contract amount based on adjustment of estimated quantities to match as-constructed quantities; and

WHEREAS, the aforesaid modification necessitates a change order to reflect the actual contract amount, which change order is permissible under the Local Public Contracts Law and the Local Government Services regulations with respect to the same; and

WHEREAS, Remington and Vernick Engineers and the City Administrator of Municipal Services recommends authorizing the Change Order and accepting the Maintenance Bond; and

WHEREAS, based on the foregoing, the Common Council of Salem has determined that it is necessary and appropriate to approve Change Order #1 Final, for (\$6,050.38) reduction;

NOW THEREFORE BE IT RESOLVED by the Common Council of Salem City, in the County of Salem, to approve Change Order #1 Final to the contract with Remington and Vernick Engineers by reducing the sum of \$6,050.38; and


BE IT FURTHER RESOLVED, that the Governing Body directs the City Clerk to transmit certified copies of this resolution to the Township Purchasing Department, Finance Department, and to the City Engineer, Remington and Vernick Engineers.

A copy of said Change Order is attached hereto and made a part hereof.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

TABLED

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
R. Davis						
T. Gregory						
V. Groce						
S. Kellum						
G. Slaughter						
J. Smith						
E. Gage						

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-65**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY OF SALEM
COMMERCE DEPARTMENT TO PREPARE AND SUBMIT A CONCEPT
PAPER FOR THE AMERICORPS VISTA PROGRAM**

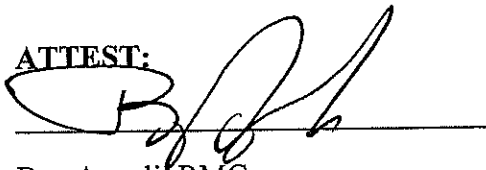
WHEREAS, the AmeriCorps VISTA Program can provide staffing to municipalities; and

WHEREAS, the City of Salem desires to build the capacity in our various departments to help the revitalization of the City; and

WHEREAS, the Mayor and Council desires to submit a concept paper to AmeriCorps in an effort to start the process for future consideration by AmeriCorps to consider the City of Salem for a VISTA program.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Salem, in the County of Salem, New Jersey hereby authorizes the Mayor and the Commerce Department to prepare and submit a Concept Paper for the AmeriCorps VISTA program.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-66**

**RESOLUTION ACCEPTING A PROPOSAL FROM SICKELS & ASSOCIATES, INC
FOR PROFESSIONALS SERVICES IN PREPARING A WATER CONSERVATION
AND DROUGHT MANAGEMENT PLAN AND AUTHORIZING THE MAYOR TO
SIGN THE AGREEMENT**

WHEREAS, the City of Salem is in the process of applying for an Allocation Permit that would include Well #9; and

WHEREAS, there exists a condition within the allocation permit that requires the submission of a Water Conservation and Draught Management Plan every two years from the effective date of the permit; and

WHEREAS, NJDEP has indicated that the Water Conservation and Draught Management Plan should be provided before the application will be reviewed; and

WHEREAS, the City of Salem Water Engineering firm, Sickels & Associates, Inc has submitted a proposal to provide the professional services required to prepare the Water Conservation and Draught Management Plan; and

WHEREAS, the Sickels & Associates, Inc fee estimate is \$3, 980.00 for the normal services necessary to complete the scope of work; and

WHEREAS, it is understood that should the need arise for additional services beyond those outlined in the Description of Services a change order will be issued for the additional funds at the hourly rate listed per the Sickels & Associated fee schedule; and

WHEREAS, it is the best interest of the City of Salem to expedite the process of applying for the water allocation permit to include well #9 by completing the Water Conservation and Draught Management Plan; and

WHEREAS, Kenia Numez, City CFO and City QPA reviewed the quote; and

WHEREAS, Kenia Nunez has recommended that the City accept the quote (Attachment "A") from Sickels & Associates of Woodbury NJ in the amount of \$3, 980.00; and;

WHEREAS, the CFO has determined that this is a necessary service and that the funds are available.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the Mayor is authorized to accept and sign the agreement from SICKELS & ASSOCIATES LLC of Woodbury NJ to prepare the Water Conservation and Draught Management Plan for the City of Salem, NJ

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-67**

**A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC
IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY
OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12 These items are for**

(4) Matters pertaining to a collective bargaining agreement

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12b permits a public body to go into a closed session during a public meeting to discuss certain matters as follows:

(1) *Matters Required by law to be confidential:* Any matter which by express provision of the Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

(2) Any matter in which the release of information would impair the right to receive federal funding.

(3) *Matters involving individual privacy:* Any matter, the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations or other personal material of any education, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned .

(4) *Matters pertaining to a collective bargaining agreement:* Any matter involving a collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

(5) *Matters relating to the purchase, lease acquisition of real property or investment of public funds:* Any matter involving the lease, purchase or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

(6) *Matters of public protection:* Any tactic and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection.

(7) *Matters relating to litigation, negotiations and attorney-client privilege:* Any matter of pending or anticipated litigation or contract negotiation other than in (4) above in which the Board is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required for the attorney to exercise ethical duties as a lawyer.

(8) *Matters relating to the employment relationship:* Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of , promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all of the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed in public.

(9) *Deliberations after public hearing.* Deliberations by the Board occurring after a public hearing that may result in a civil penalty or the suspension or loss of a license or permit of a responding party; and

WHEREAS, the City Council has determined that it is necessary to go into a closed session to discuss certain matters relating to the items as permitted by N.J.S.A. 10:4-12b

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council will go into closed session to discuss the following, in accordance with the aforesaid provisions of the Open Public Meetings Act, after which it will reconvene in the public:

(4) *Matters pertaining to a collective bargaining agreement*

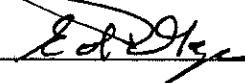
BE IT FURTHER RESOLVED that the minutes of the closed session will be made available to the public when the need for privacy no longer exists.

ATTEST:



Ben Angeli, RMC

CITY OF SALEM



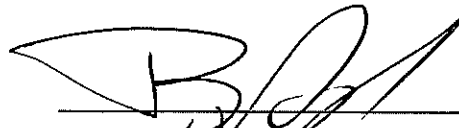
Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22

Date



Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-68**

**A RESOLUTION AUTHORIZING AMENDING AGREEMENT WITH CITY
ENGINEERS TO EXTEND THE PERIOD OF PROVIDING A CERTIFIED NJDEP LAB
MANAGER AND TO CONTINUE TO PROVIDE TRAINING FOR SALEM CITY STAFF**

WHEREAS, Remington and Vernick were appointed Engineer for the City of Salem commencing January 1, 2021 and again on January 1, 2022; and

WHEREAS, the City was in need of a certified NJDEP Lab Manager and additional training of City staff; and

WHEREAS, the City continues to need the services of a certified NJDEP Lab Manager and needs additional training of City staff; and

WHEREAS, the City Engineer has proposed to amend (Attachment "A") the original proposal (Attachment "B") to provide these services through March of 2022; and

WHEREAS, the City has determined that it is in the best interests of the City of Salem to amend the agreement with the City Engineers and extend the time period to provide the afore mentioned services until march of 2022; and

WHEREAS, the CFO has certified that funds are available.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Salem that an agreement with Remington and Vernick to provide a certified NJDEP Lab Manager and additional training of City staff is amended and authorized in a form approved by the Solicitor.

ATTEST:


Ben Angeli, RMC

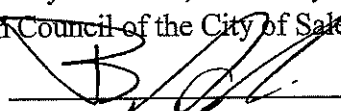
CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC

Attachment "A"



**REMINGTON
& VERNICK
ENGINEERS**

RVE HQ:
232 Kings Highway East
Haddonfield, NJ 08033
O: (856) 795-9595
F: (856) 795-1882

June 4, 2021

Salem City
17 New Market Street
Salem, NJ 08079

Attn: Ben Angeli, City Administrator/Clerk RMC

Subject: Salem City - Proposal for Certified NJDEP Lab Manager & Training Salem City Staff

Dear Mr. Angeli:

Water Resource Management, Inc. (WRM) is pleased to provide you with this proposal for assuming the responsibilities of a NJDEP approved Lab Manager for Salem City Wastewater Plant and train the existing staff over the next 3 months.

WRM staff will maintain familiarity with the Salem City on site Wastewater certified laboratory and spend no less than (12) hours per week in maintaining compliance and training of the existing staff as backup lab manager.

Scope of Services

Salem City

- Act on Behalf of Salem City to implement the services of NJDEP certified lab manager.
- Complete or aid in preparing associated reports to NJDEP in a timely manner per the NJPDES permit requirements.
- Supervises the preparation of solutions and indicators.
- Performs routine instrument and equipment maintenance per NJDEP OQA requirements.
- Provide assignments and instructions to Salem City staff and supervise their work performance.
- Prepare a minimum of one monthly Lab operation report.
- Coordinate with existing Salem City staff to help improve any additional training they may require.
- Supervises the routing and distribution of samples and preparation of sample containers.
- Provide mentorship to the Salem City employees. The intent is to assist developing a succession plan in preparing Salem City personnel to eventually assume the position of certified NJDEP lab manager.

Page 2
Date
Client
Project

Monthly Professional Service Fees 3 MONTHS BEGINNING 6-22-2021

Monthly Professional Service Fee (52 hours per month) \$4, 625.00

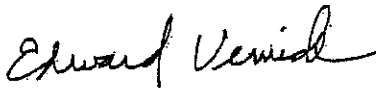
Once the 3 months start up and training of Salem personnel is completed, WRM would stay on as support staff as lab manager for 16 hours per month. STARTING SEPTEMBER 22, 2021

Monthly Professional Service Fee Rate (16 hours per month) \$1, 440.00

We look forward to the opportunity to serve Salem City under this contract. Should you have any questions or require additional information, please do not hesitate to contact John A. Meier, Operations Manager, at 856-856-5750 ext. 1512 or via email at John.Meier@wrmps.com.

Salem City will be billed an additional \$92.00 per hour for any time exceeding the options outlined in the monthly professional service fee.

Sincerely,
WATER RESOURCE MANAGEMENT, INC.

By, 
Edward Vernick, PE, CME
Chairman



REMINGTON
& VERNICK
ENGINEERS

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

September 8, 2021

Mr. Ben Angeli, City Administrator
City of Salem
17 New Market Street
Salem, NJ 08079

**RE: Contract: City of Salem
NJDEP Lab Manager**

Dear Mr. Angeli:

Enclosed please find one (1) fully executed contract for the City of Salem.

Should you have any questions, please feel free to contact me at amanda.morris@rve.com.
Thank you for this opportunity to serve the City of Salem.

Sincerely,

REMINGTON & VERNICK ENGINEERS

Amanda Morris
Contract Administrator

Enclosure(s)

cc: John A. Meier, Water Resource Management
Daniel Beach, Water Resource Management

3 MONTHS
6-22 TO 9-22

3 MORE MONTHS
9-22 TO 12-21

AGREEMENT

THIS AGREEMENT, made and executed, on this day of 2021 by and between Remington & Vernick Engineers, a New Jersey corporation, as **NJDEP LAB MANAGER**, with principal offices located at 2059 Springdale Road, Cherry Hill, NJ 08003, hereinafter referred to as "CONSULTANT," and **CITY OF SALEM**, with principal offices at 17 New Market Street, Salem, NJ 08079, hereinafter referred to as "CLIENT."

WITNESSETH that CONSULTANT and CLIENT in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General.

CONSULTANT shall hold available to CLIENT all officers, employees and facilities of CONSULTANT to perform all engineering services normally provided by the CONSULTANT as requested by CLIENT. CLIENT shall compensate CONSULTANT for any and all engineering services requested by CLIENT and performed by CONSULTANT in accordance with the terms of this Agreement.

2. Costs and Expenses.

All costs and expenses incurred by CONSULTANT shall be borne solely by CONSULTANT unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the CLIENT.

3. Scope of Services.

A. CONSULTANT shall, at the request of the CLIENT, provide engineering, planning, surveying services and/or contract operations services as specified in the scope of services as provided in the proposal provided by CONSULTANT. CONSULTANT shall provide services in accordance with the proposal submitted by CONSULTANT on June 4, 2021 detailing the scope of work for

each project requested by CLIENT unless authorized otherwise by CLIENT in writing. Any proposal submitted and approved by CLIENT during the Term of this Agreement shall be made a part hereof by reference.

- B. CONSULTANT's services are for the sole and exclusive benefit of the CLIENT and no third party beneficiary is intended. The provision of these services by CONSULTANT shall not relieve others of their responsibility to the CLIENT.

4. CLIENT Responsibilities.

The CLIENT shall:

- A. Provide full information as to its requirements for any project which it requests CONSULTANT'S services.
- B. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the site of any project, including prior reports and any other data relative or necessary to the design or the construction of said project.
- C. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private lands as required for CONSULTANT to perform his work.
- D. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented and produced by CONSULTANT in furtherance of CONSULTANT'S duties under this Agreement and provide, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- E. Advertise for proposals from bidders, open the proposals at the appointed time and place in accordance with the applicable rules and laws, and pay for all costs incidental thereto.
- F. Provide such legal, accounting and insurance counseling support services as may be required for any and all projects for which

CONSULTANT'S services are required and/or a proposal is approved.

- G. Designate in writing a person to act as the authorized representative with respect to any and all work to be performed by CONSULTANT. CLIENT'S authorized representative shall have complete authority to transmit instruction, receive information, interpret and define policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.
- H. Give prompt written notice to CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in any project which CONSULTANT is providing services.
- I. Obtain approval of any and all governmental authorities having jurisdiction over any and all projects and any and all approvals and consents from such other individuals or bodies as may be necessary to complete the project. CLIENT is further responsible for any and all fees required by any governmental agency related to any project for which CLIENT is utilizing CONSULTANT'S services.

5. Compensation to CONSULTANT

CONSULTANT will be compensated by CLIENT as detailed in CONSULTANT'S proposal and as approved by CLIENT. CONSULTANT shall be compensated via one of the two options as provided below in subsections A and B.

A. Hourly Rates

All services rendered by CONSULTANT, unless provided through Fixed Fee as set forth below, will be compensated on the basis of the hourly rates for personnel performing the services as set forth in CONSULTANT'S proposal and as set forth in the rate schedule attached hereto as **Exhibit A**.

B. Fixed Fee

When it is possible to define precisely the scope of any project and the services to be performed by CONSULTANT, a fixed fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In the event a fixed fee arrangement is agreed upon by the parties, progress payments will be made by CLIENT on a percentage of completion basis as described within the specific project proposal and as set forth in the proposal attached hereto.

CLIENT will only make direct payment to consultants that it directly engages. CONSULTANT shall be responsible for payment to any and all sub-consultants it retains in connection with services provided to CLIENT provided said sub-consultants are not directly contracted by the CLIENT. CONSULTANT reserves the right to add an administrative fee of ten per cent (10%) on top of any services provided by a sub-consultant for any work authorized by CLIENT under this Agreement.

6. Payment to CONSULTANT

A. Hourly Billing

- i. Invoices shall be submitted by CONSULTANT to the CLIENT on a monthly basis.
- ii. CONSULTANT shall append to each invoice for payment a detailed breakdown of services and charges in accordance with this Agreement.

B. Fixed Fee

- i. Invoices shall be submitted by CONSULTANT to the CLIENT in accordance with the progress payment schedule outlined in the proposal and accepted by CLIENT.
- ii. CONSULTANT shall NOT be required to submit a detailed breakdown of services and charges for Fixed Fee billing.

- C. CLIENT shall make payment to CONSULTANT within thirty (30) days of receipt of the invoice for payment by CLIENT. Payments not made within thirty (30) days of receipt of voucher for payment shall be assessed an interest rate of 1.5%, unless otherwise prescribed for by State law. No deduction shall be made from CONSULTANT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to others or on account of the cost of changes in the work other than those for which CONSULTANT is directly responsible.
- D. Disputes of invoices for payments, or portions thereof, shall be brought to CONSULTANT'S attention in writing within fifteen (15) days of the receipt of the invoice for payment by CLIENT.
- E. Pursuant to the Scope of Services described herein, CONSULTANT shall perform the services, which may include the preparation of design documents, all of which will be subject to CLIENT's review and reasonable approval and all of which CONSULTANT shall perform and prepare within the fee terms described herein. If CLIENT requests revisions to the services and/or design documents, and if same is within the Scope of Services, CONSULTANT shall make the requested revisions without additional compensation, such that CONSULTANT performs the services and prepares the design documents in accordance with this Agreement.

7. Changes in Scope.

At any time either party may give the other party notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated. All fees payable under the terms of the Agreement shall be effective until the approval of the renegotiation of fees. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both parties. In the event the parties are unable to agree on revised fee(s), the existing

fees shall remain in effect until the termination of the Agreement or until agreement is reached.

8. CLIENT Requests; Private Request.

The CONSULTANT shall respond to only those requests by the CLIENT'S authorized representative or member of the governing body, but in no case shall respond to, or provide any services or work hereunder upon the request of any private citizen, person, firm, or other entity, except as expressly authorized in writing by CLIENT.

9. Filing of materials with the CLIENT

A. CONSULTANT is accustomed to fully incorporating end-user specifications into the design and construction documents and will submit the documents for CLIENT's review and approval. CONSULTANT will deliver, by way of filing to the CLIENT a true copy of all maps, charts, documents, work sheets and data for which CONSULTANT has been compensated by the CLIENT, hereinafter "Deliverables". CONSULTANT will also deliver an electronic version, in PDF Format (unless another electronic format is requested by CLIENT through RFP or as set forth in CONSULTANT's Proposal), of all Deliverables. Should CLIENT desire additional Reproduction of Deliverables, beyond as set forth herein, either hard copy or electronic format, CLIENT shall bear the cost for reproduction as indicated in the attached schedule of reproduction costs.

B. All documents prepared or furnished by CONSULTANT are instruments of service, and CONSULTANT retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed. CLIENT shall have a limited license to use the documents on the project, extensions of the project, and for related uses of the CLIENT, subject to receipt by CONSULTANT of full payment for all services relating to preparation of

the documents and subject to the following limitations: (1) CLIENT acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by CONSULTANT, or for use or reuse by CLIENT or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by CONSULTANT; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to its officers, directors, members, partners, agents, employees, and consultants; (3) CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by CONSULTANT; and (4) such limited license to CLIENT shall not create any rights in third parties.

10. Limitation of Liability

To the fullest extent permitted by law, the CLIENT agrees to limit CONSULTANT'S liability to the CLIENT, it's agents, officers or employees on any and all projects or related to the professional services CONSULTANT provides for CLIENT, due to CONSULTANT'S professional sole negligent acts, errors or omissions, regardless of the form or type of loss or damages whether direct, indirect, consequential or the result of contract, tort, indemnification or contribution which results in bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself) such that the total aggregate liability of CONSULTANT shall not exceed \$15,000.00 or CONSULTANT'S total fee for services rendered on any specific project or service, whichever is higher. CONSULTANT's liability for reasonable and

necessary defense costs incurred by the indemnified persons shall be limited to the extent caused by the sole negligent acts, errors or omissions herein and recoverable under applicable law on account of CONSULTANT's negligence.

11. No Damage for Delay

CONSULTANT and the CLIENT waive consequential damages for claims, disputes, delays or other matters in question, arising out of or relating to this Agreement including but not limited to any monetary damages that are alleged to be the result of any delay which is not the fault of the CLIENT. The CLIENT further agrees to obtain by contract, to the fullest extent permitted by law, similar waivers from any and all Contractors and subcontractors, if any, to any and all work for which CONSULTANT provides services to CLIENT.

12. Waiver of Construction Phase Services

If CLIENT does not retain CONSULTANT to render construction phase services, CLIENT waives any claim it may have against the CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any loss or liability, including attorney's fees and other costs of defense, arising out of or related to the interpretation of CONSULTANT'S plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in CONSULTANT'S plans and specifications.

13. Dispute Resolution

- A. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement without the need for any intervention of third parties. However, should the parties be unable to

resolve disputes amicably without intervention, the parties shall attempt to resolve any and all disputes through mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation.

- B. Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).
- C. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- D. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

14. Insurance

CONSULTANT shall procure, and further require any and all sub-contractors and sub-consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the CLIENT of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies approved to do business in the State of New Jersey, which may be provided in a combination of primary and excess policies. The insurance carriers shall have a Best's rating of "A-" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 30 days prior written notice to the CLIENT in accordance with the policy terms and conditions.

A. Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) /2,000,000 aggregate, including products/completed operations and contractual liability insurance.

B. Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

C. Workers Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

D. Professional Liability (Errors & Omissions). Written on a "claims made" basis, with not less than \$2,000,000 for CONSULTANT and not less than \$2,000,000 for any licensed professional retained by CONSULTANT against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of CONSULTANT, its licensed professionals, subconsultants, contractors or subcontractors.

CONSULTANT shall furnish to the CLIENT within ten (10) days of the effective date of this Agreement, Certificates of Insurance representing insurance coverages as set forth above, together with declaration pages, in a form satisfactory to the CLIENT.

15. Waiver of Subrogation

To the extent damages experienced by CLIENT or CONSULTANT are covered by property or casualty insurance, CLIENT and CONSULTANT waive all rights against each other, their agents, consultants and employees for such covered losses and shall obtain waivers from their respective property and casualty insurance carriers against subrogation of such covered losses to the extent permitted by law. CLIENT shall require similar waivers of their contractor and its subs contractors and suppliers and consultants of any tier as to CONSULTANT to the extent permitted by law. The Parties shall advise their property and casualty carriers in writing as to such waivers.

16. Law and Venue

The law which shall be used to interpret this Agreement, including the 'Choice of Law' Rules shall be the law of the jurisdiction where CONSULTANT has its principal office for business.

The parties hereby agree that CONSULTANT may only be sued in the state in which CONSULTANT has its principal office for business and only in

the county or local judicial district in which said office is located. The parties also agree that in the event of a suit that a determination as to the outcome of the suit shall be made by a jury.

17. Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts.

During the performance of this contract, the CONSULTANT agrees as follows:

CONSULTANT or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, CONSULTANT will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

CONSULTANT or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of

CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

CONSULTANT or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of CONSULTANT commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

CONSULTANT or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

CONSULTANT or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

CONSULTANT or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

CONSULTANT or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, CONSULTANT or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

CONSULTANT and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

18. Term & Termination

- A. The term of this Agreement shall commence as of the date and year first above written and shall continue for a period of one (1) year(s).

B. Either party may terminate the Agreement for convenience upon thirty (30) days written notice. Notwithstanding the foregoing, either the CLIENT or CONSULTANT may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within twenty (20) working days following its receipt of such written notice. CONSULTANT will be compensated for its Services rendered to the date of termination. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any party which is accrued or vested prior to the termination, and any provisions of this Agreement relating to any such right or obligation shall be deemed to survive the expiration or earlier termination of this Agreement.

19. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.

20. Miscellaneous

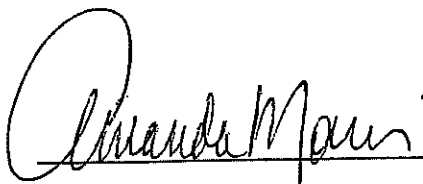
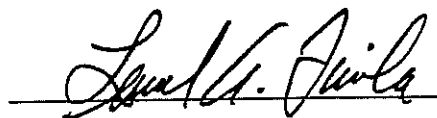
- a. CONSULTANT attaches hereto as **Exhibit B** a copy of the CONSULTANT'S filed Employee Information Report and Business Registration Certificate from the State of New Jersey.
- b. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof only. The express terms of this Agreement control and supersede any course of performance inconsistent with any of its terms. This Agreement may not be modified or amended other than in writing signed by the CONSULTANT and the CLIENT.

- c. Notice. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be sufficient, if in writing, and either (i) delivered personally to the authorized representative of either the CONSULTANT or the CLIENT, or (ii) sent by certified mail, postage pre-paid, return receipt requested, and regular mail, first class.
- d. Waiver. The failure of the CONSULTANT or CLIENT to insist upon strict performance of the covenants and conditions contained herein shall not be deemed a waiver of the right of the CONSULTANT or CLIENT to insist on the strict performance of such covenants or conditions at any other time. Any waiver by the CONSULTANT or CLIENT of any breach or violation of this Agreement shall not operate or be interpreted, therefore, as a waiver of any subsequent breach or violation of this Agreement.
- e. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provisions of this Agreement.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have caused this Agreement to be executed the day and year first above written.

ATTEST:

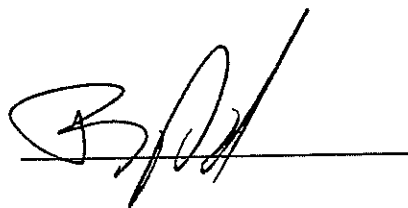
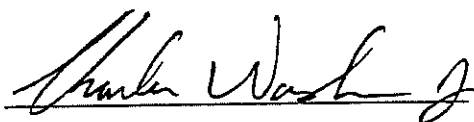
REMINGTON & VERNICK ENGINEERS

A handwritten signature in cursive script, appearing to read "Amanda Mann", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Leonard A. Faiola", written over a horizontal line.

Leonard A. Faiola, PE, PP, CME
President & CEO

ATTEST:

CITY OF SALEM

A handwritten signature in cursive script, appearing to be initials or a stylized name, written over a horizontal line.A handwritten signature in cursive script, appearing to read "Charles Wash", written over a horizontal line.



**REMINGTON
& VERNICK
ENGINEERS**

ATTACHMENT 'B'

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

January 10, 2022

Salem City
17 New Market Street
Salem, NJ 08079

Attn: Ben Angeli
City Administrator/Clerk RMC

Subject: Salem City Wastewater System
Revised Proposal
Certified NJDEP Lab Manager & Training Salem City Staff

Dear Mr. Angeli:

Remington & Vernick Engineers (RVE) is pleased to amend our original proposal for these services to continue providing training and compliance services through March 2022.

WRM staff will maintain familiarity with the Salem City on site Wastewater certified laboratory and spend no less than (12) hours per week in maintaining compliance and training of the existing staff as backup lab manager.

Scope of Services

Salem City

- Act on Behalf of Salem City to implement the services of NJDEP certified lab manager.
- Complete or aid in preparing associated reports to NJDEP in a timely manner per the NJPDES permit requirements.
- Supervises the preparation of solutions and indicators.
- Performs routine instrument and equipment maintenance per NJDEP OQA requirements.
- Provide assignments and instructions to Salem City staff and supervise their work performance.
- Prepare a minimum of one monthly Lab operation report.
- Coordinate with existing Salem City staff to help improve any additional training they may require.
- Supervises the routing and distribution of samples and preparation of sample containers.

- Provide mentorship to the Salem City employees. The intent is to assist developing a succession plan in preparing Salem City personnel to eventually assume the position of certified NJDEP lab manager.

Monthly Professional Service Fees

Certified Lab Manager (12 hours per week) \$4, 625.00

Applicable until November 2021

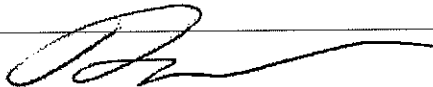
Support staff for City-managed Certified Laboratory (16 hours per month) \$1, 440.00

Applicable from April 2022 until end of 2022

We look forward to the opportunity to serve Salem City under this contract. Should you have any questions or require additional information, please do not hesitate to contact Daniel Beach at 856-304-0573 or via email at daniel.beach@wrmops.com.

Salem City will be billed an additional **\$92.00** per hour for any time exceeding the options outlined in the monthly professional service fee.

Sincerely,
REMINGTON & VERNICK ENGINEERS



Daniel Beach
Project Manager

**CITY OF SALEM
RESOLUTION 2022-69**

**A RESOLUTION APPROVING ENGINEERING SERVICES FOR THE
RECONSTRUCTION OF SMITH STREET**

WHEREAS, the City of Salem approved a contract with Remington & Vernick Engineers as the City's engineers for the calendar years 2021 and 2022; and

WHEREAS, City requires engineering services related to the reconstruction of Smith street project; and

WHEREAS, Remington & Vernick Engineers has submitted a proposal to perform specific services in the amount of \$41,140.00.00 related to the project regarding the inspection and engineering, surveying and contract administration as detailed in their letter dated January 13, 2022 attached hereto; and

WHEREAS, the funding is available for said services through NJDOT and the CFO has certified that the funds are available for the engineering services.


NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that Remington and Vernick are authorized to commence the services in accordance with the proposal dated January 13, 2022 attached hereto for the inspection and engineering, surveying and contract administration services related to the reconstruction of Smith Street project

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute an agreement for services in accordance with this Resolution.

ATTEST:


Ben Angeli, RMC

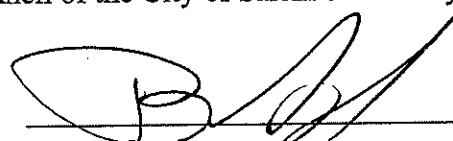
CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on January 18, 2022.

1-18-22
Date


Ben Angeli, RMC



**REMINGTON
& VERNICK
ENGINEERS**

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

January 13, 2022

Honorable Mayor Jody Veler
City of Salem
15 North White Horse Pike
Salem, New Jersey 08021

**Subj: Scope of Services & Cost Proposal
FY2022 NJDOT Municipal Aid
Reconstruction of Smith Street
M2021-235**

Dear Mayor Veler:

REMINGTON & VERNICK ENGINEERS (RVE) has been informed by the New Jersey Department of Transportation (NJDOT) that \$216,574.00 of State Aid Funds have been allocated towards the construction and inspection costs of the above captioned project. The intent of the project is to reconstruct the roadway from Van Meter Terrace to Walnut Street.

RVE is pleased to provide the following scope of services and associated cost proposal for the engineering, design, bid documents/specifications, contract administration, and construction observation services for the roadway improvements to Smooth Street (from Van Meter Terrace to Walnut Street).

Improvements included, but are not limited to the following items:

- Full depth reconstruction for the entire roadway.
- Installation of new sidewalk and curb, as needed.
- Installation of ADA compliant ramps along the roadway.

The following five (5) phased approach will be utilized for the professional services associated with the project.

**PHASE I: BASE PLAN PREPARATION, TOPOGRAPHIC FIELD SURVEY & UTILITY
NOTIFICATION**

Base Plan Preparation

RVE will prepare the majority of the base plans through the use of GIS mapping, or any mapping supplied by the City. Our staff will perform necessary field visits to accurately locate and identify existing features that may be required.

Field Surveying

Where appropriate, RVE will perform topographic surveying tasks & prepare survey base plans. Our survey staff will perform necessary field and topographic surveying tasks to accurately locate and identify existing features along the roadway.

Stormwater Management

Stormwater management design will consist of replacing/retrofitting of existing storm drain inlets along the roadway in accordance with current standards.

Bid Documents & Specifications

RVE will provide all documents necessary for bidding in accordance with the standards of the City, utilizing the current NJDOT Standard Specifications for Road and Bridge Construction, with current supplemental specifications will be used.

A detailed Engineer's Estimate of cost for the project will be prepared and provided.

Plan Format/Layout

In general, the plans for the project may consist of the following pages:

- Title Page with Project Location Map.
- Standard Legend, General Notes & Estimate of Quantities.
- Construction Plan Sheet(s).
- Grading Plan Sheet(s).
- ADA Ramp Layout Sheet(s).
- Traffic Control Plan and Details.
- Construction Details.

NJDOT Submission

Our office will submit plans, specifications, engineers estimate and other documents to the NJDOT for approval as required with projects utilizing the grant funds. Upon receipt of all comments from the NJDOT, RVE will make revisions, as needed, to the plans and specifications for compliance.

Project Coordination with the City

RVE anticipates at least two (2) meetings in some instances for the purposes of project coordination, obtaining input, and design improvement comments.

Additionally, RVE will submit second utility notification and accompanying plans of the improvements to the utility organizations. This will give the utility organizations a second opportunity to check their proposed capital improvement plans or maintenance operation schedule to avoid disturbance of the site after construction.

Upon receipt of all comments from the City, RVE will make minor revisions to the plans, specifications, and bid documents as reasonably necessary and/or required.

If unforeseen and/or unanticipated work items arise, our office can provide a separate scope of services and cost proposal for consideration and approval by the City.

COST OF SERVICES

The following is a summary of our time & material, not to exceed cost(s):

Phase I: Field Survey & Base Map Preparation:	\$ 7,690.00
Phase II: Preliminary Engineering & Design:	\$ 12,175.00
Phase III: Final Design & Advertisement/Bidding Support:	\$ 1,925.00
Phase IV: Construction Observation:	\$ 14,175.00
Phase V: Contract Administration:	\$ 4,175.00
Subtotal Professional Services Cost(s), Phases I through V:	\$ 41,140.00


SCHEDULE

We are prepared to begin work immediately on this project upon receipt of formal authorization to commence work and look forward to working with you on this important project.

Should you have any questions or concerns regarding this proposal, please do not hesitate to contact Mr. Anthony Chadwell at (856) 795-9595.

Sincerely,

REMINGTON & VERNICK ENGINEERS


K. Wendell Bibbs, P.E., C.M.E.
Executive Vice President

KWB/ANC/mcb

cc: Kenia Nunez, CFO
Ben Angeli, City Administrator
Douglas Johnson, RVE
Timothy Staszewski, RVE
Anthony Chadwell, RVE