

**CITY OF SALEM**  
**COMMON COUNCIL SPECIAL MEETING MINUTES**  
***JANUARY 31, 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, Gregory, Groce, Kellum, Slaughter, Smith, Gage

Also Present: Mayor Washington, Solicitor Rhea, CFO Nunez, Commerce Director Bailey and Admin/Clerk Angeli

**APPROVAL OF BILLS:**

Motion: Gregory and Second Kellum

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

**INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:**

RES. 2022-70            RESOLUTION AMENDING RESOLUTION 2021-254 AUTHORIZING SIGNING AGREEMENT WITH LAURY PLUMBING AND HEATING FOR REPLACEMENT OF THE HVAC SYSTEM IN THE LIBRARY

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

RES. 2022-71            A RESOLUTION AUTHORIZING CONTRACTS WITH TWO LABORATORIES FOR REQUIRED TESTING FOR WATER AND WASTE WATER UTILITIES

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

RES. 2022-72            A RESOLUTION ACCEPTING THE PROPOSAL FROM REMIGTON AND VERNICK TO CREATE AND UPDATE THE ELECTION DISTRICT/WARD MAP AND COMPLETE OTHER REQUIRED ASSOICIATED REPORTS

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

**BUDGET WORKSHOP:**

The Mayor and Council discussed various aspects of the budget and the budget schedule. Some areas of the draft worksheet were pointed out for correction. The debt service line needed to be corrected. The amount of money in surplus and the tax collection rate were pointed out. The Reserve for uncollected taxes line was explained.

**PUBLIC PORTION:**

Motion to open the public portion: Gregory Second: Kellum All Council Members present voted in favor in a Voice Vote.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ 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.

Motion to close the public portion of the meeting.

Janice Roots, Craven Ave., commented on additional lights being installed by Atlantic City Electric. She asked the mayor why she was not considered the Chief Executive Officer for the City.

Ms. Bentley, Salem, asked about the Mayor's responsibility concerning the police department. She asked if the Mayor had any powers less than what Mayor Washington had. The Mayor responded that the only thing that changed was her role concerning the Commerce Department. Mr. gage explained that the decision was made so that one person would not have the power to fire the Commerce Director.

Janice roots, Craven Ave., stated that "so the Mayor's responsibility did change in relation to the Commerce Department".

Motion to close the public portion: Gregory Second: Kellum All Council Members present voted in favor in a Voice Vote.

#### **ADJOURNMENT:**

Motion: Gregory and Second: Kellum

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

Minutes respectfully submitted by:

  
Ben Angeli, RMC

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

**CITY OF SALEM  
RESOLUTION 2022-70**

**RESOLUTION AMENDING RESOLUTION 2021-254 AUTHORIZING SIGNING  
AGREEMENT WITH LAURY PLUMBING AND HEATING FOR REPLACEMENT  
OF THE HVAC SYSTEM IN THE LIBRARY**

**WHEREAS**, the library is in need of a replacement HVAC system; and

**WHEREAS**, the City received three quotes for the replacement of the HVAC system; and

**WHEREAS**, the City Kenia Nunez, City CFO and City QPA reviewed the quotes; and

**WHEREAS**, Resolution 2021-254 stated the quote in the amount of \$20,000.00; and

**WHEREAS**, Kenia Nunez has recommended that the City accept the quote from Laury Plumbing and Heating of Pennsville in the revised amount of \$20,472.00; and;

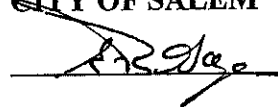
**WHEREAS**, the CFO has determined that this is a necessary service and that the funds are available.  
Budget Account 1-01-26-310-299

**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 sign the agreement with Laury Plumbing and heating of Pennsville to replace the HVAC system in the Salem Public Library

**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 31, 2022

1-31-22  
Date

  
Ben Angeli, RMC

**CITY OF SALEM  
RESOLUTION 2022-71**

**A RESOLUTION AUTHORIZING CONTRACTS WITH TWO LABORATORIES  
FOR REQUIRED TESTING FOR WATER AND WASTE WATER UTILITIES**

**WHEREAS**, the City of Salem Water and Waste Water utilities require mandated testing; and

**WHEREAS**, the City Lab Specialist, John L. Manganaro received quotes from three Labs to provide the testing services; and

**WHEREAS**, Mr. Manganaro analyzed the quotes based on lowest cost and best analysis services; and

**WHEREAS**, it was determined that the best quotes (Attachment A) based on the stated analysis were from Garden State Laboratories, Inc of Waretown, NJ for all testing except for PCB and Eurofins of Horsham, PA for PCB testing; 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 contracts on behalf of the City of Salem with Garden State Laboratories, Inc of Waretown, NJ for all testing except for PCB and Eurofins of Horsham, PA for PCB testing for the quoted prices.

**ATTEST:**



Ben Angeli, RMC

**CITY OF SALEM**



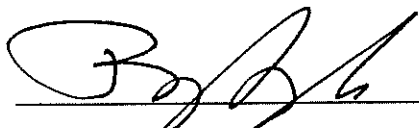
Earl Gage, Council President

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 31, 2022.

1-31-22

Date

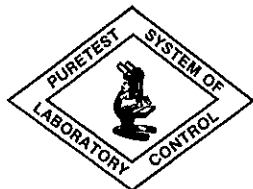


Ben Angeli, RMC

Attachment "A"

# Garden State Laboratories, Inc.

*Bacteriological and Chemical Testing*



Toll Free 800-273-8901  
Telephone 908-688-8900  
Fax 908-688-8966  
Email: [info@gsllabs.com](mailto:info@gsllabs.com)  
Internet: [www.gsllabs.com](http://www.gsllabs.com)

Main Lab  
410 Hillside Avenue  
Hillside, New Jersey 07205  
NJDEP Lab Cert. #20044

Jersey Shore Lab  
54 Main Street  
Waretown, New Jersey 08758  
NJDEP Lab Cert. #15037

Mathew Klein, M.S., Founder (1916-1996)  
Harvey Klein, M.S., Laboratory Director  
Jordan B. Klein, B.A., Exec. Vice President  
Sharon Ercoliani, B.A., Laboratory Manager

May 18, 2021

City of Salem  
19 South Front Street  
Salem, NJ 08079

Re: Salem MUA Quote for Wastewater Analysis

Thank you for contacting our laboratory to provide a price quotation for your analytical requirements. Following is the information you requested.

Parameter	Unit Price
BOD	\$22.00
TSS	\$18.00
Ammonia	\$18.00
VSS	\$18.00
Fecal Coliform	\$25.00
HEM	\$28.00
DO	\$20.00
Thermometer Calibration	\$150.00
TDS	\$18.00
Sludge Table I	\$140.00
Sludge Table II-VI	\$600.00
Metals	\$15.00/per metal
Pesticides/PCBs	\$195.00
Organophosphorus Compounds	\$195.00
ABN	\$200.00
VOC	\$100.00
Cyanide	

The costs above include sample containers, analysis, and reporting of results on standard laboratory analytical reports. Turn-around time is approximately 10 business days from the receipt of samples to the laboratory. Please do not hesitate to contact me with any questions regarding this price quotation.

Sincerely

Cindy Brandecker  
Project Manager



Environment Testing  
America

Eurofins Environment Testing Philadelphia–  
Horsham, PA  
213 Witmer Road  
Horsham, PA 19044-0962

Tel: (215) 355-3900  
Fax: (888) 785-8567  
www.EurofinsUS.com

December 09, 2021

John L. Manganaro  
City of Salem Water and Sewer Dept  
19 South Front Street  
Salem, NJ 08079  
johnl.manganaro@wrmops.com

Subject: Quotation Number 63005001 for City of Salem Water and Sewer Dept

Dear John L. Manganaro:

Thank you for the opportunity to provide this quotation for analytical testing services for City of Salem Water and Sewer Dept. Our quotation includes pricing and all relevant information regarding our accreditation status, technical details, turnaround time, deliverables, and a copy of our General Provisions. Nicki Smith is your Project Manager and can be contacted at 215 355-3900 or Nicolette.Smith@eurofinset.com.

Eurofins QC, LLC (EQC) provides water microbiology analysis for potable and non-potable water to our clients. As a member of one of the largest laboratory groups in the U.S., we can manage all of our clients' needs with unprecedented access to a multitude of analysis methods. We are accredited by NELAP and are dedicated to providing the highest quality available in the industry.

Our team offers you the following advantages in order to make your project a success:

- **Capacity** unrivaled in the industry. Offering you more analysis methods and data deliverable options through one location than any other facility, eliminating the need for multiple facilities. We are able to meet your standard and rush TAT needs.
- **TotalAccess** provides web access to your data, including analysis reports, COCs, data packages, EDDs, and exportable data tables, as well as the ability to compare your results to regulatory limits.
- **Project Management** dedicated to your project that supports sample container orders, project setup, and continuous monitoring of your project in the laboratory. Our staff is experienced and trained in laboratory operations, regulations, and state requirements.
- **Field Services** that include a team of highly trained field samplers, couriers and bottle management staff to ensure all of your needs are met.

In the absence of an existing contract, a site-specific QAPP, or Statement of work, EQC will follow the terms in our General Provisions and the method procedures and reporting limits as outlined in our Standard Operating Procedures.

We look forward to working with you on this project. If you have any questions about our quotation or would like to request additional information about Eurofins QC, LLC, please contact me at 215 355-3900 or Doug.Gump@eurofinset.com.

Sincerely,

Doug Gump  
Customer Service Manager

Eurofins Environment Testing Philadelphia– Horsham, PA  
213 Witmer Road  
Horsham, PA 19044-0962

**Prepared for:**

John L. Manganaro  
City of Salem Water and Sewer Dept  
19 South Front Street  
Salem, NJ 08079  
johnl.manganaro@wrmops.com

Prepared by Gump, Doug  
Date 12/9/2021  
Expiration Date 12/30/2022  
Est. Start Date

***Project: City of Salem Water and Sewer Dept***

***Quote Number: 63005001 - 1***

QUOTE APPROVAL

You may indicate your acceptance of this quote by signing below and returning via email.

ACCEPTED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Eurofins Environment Testing Philadelphia– Horsham, PA  
213 Witmer Road  
Horsham, PA 19044-0962

**Prepared for:**

John L. Manganaro  
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Prepared by Gump, Doug  
Date 12/9/2021  
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Est. Start Date

**Project: City of Salem Water and Sewer Dept**

**Quote Number: 63005001 - 1**

**Influent/Effluent Testing**

**TAT: 10\_Days (Business Days)**

Matrix	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water	9222D	Coliforms, Fecal (Membrane Filter)	--	1	\$ 40.00	\$ 40.00

**Influent/Effluent Testing**

**TAT: 10\_Days (Business Days)**

**(to be analyzed by Eurofins Lancaster Laboratories Env, LLC)**

Matrix	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water	SM 5210B	BOD, 5-Day Only	--	1	\$ 28.80	\$ 28.80
Water	SM 2540D	Solids, Total Suspended (TSS)	--	1	\$ 15.80	\$ 15.80
Water	350.1	Nitrogen, Ammonia	--	1	\$ 20.00	\$ 20.00
Water	1664B	HEM Only	--	1	\$ 53.50	\$ 53.50
Water	200.7 Rev 4.4	Custom Analyte List	Copper	1	\$ 12.50	\$ 12.50
			Zinc	1	\$ 12.50	\$ 12.50
Water	200.7 Rev 4.4	Prep - Preparation, Total Recoverable Metals	--	1	\$ 25.00	\$ 25.00
<b>Total Influent/Effluent Testing</b>						<b>\$ 208.10</b>

**Mixed Liquors**

**TAT: 10\_Days (Business Days)**

**(to be analyzed by Eurofins Lancaster Laboratories Env, LLC)**

Matrix	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water	2540 D-2011	Solids, Total Suspended (TSS)	--	1	\$ 15.80	\$ 15.80
Water	2540E	Solids, Volatile Suspended (VSS)	Total Volatile Suspended Solids	1	\$ 22.15	\$ 22.15
<b>Total Mixed Liquors</b>						<b>\$ 37.95</b>

**TABLE I**

**TAT: 10\_Days (Business Days)**

**(to be analyzed by Eurofins Lancaster Laboratories Env, LLC)**

Matrix	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Solid		TABLE I	--	1	\$ 375.00	\$ 375.00
<b>Total TABLE I</b>						<b>\$ 375.00</b>

**Table I-VI**

**TAT: 10\_Days (Business Days)**

**(to be analyzed by Eurofins Lancaster Laboratories Env, LLC)**

Matrix	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Solid		Table I-VI	--	1	\$ 875.00	\$ 875.00



Eurofins Environment Testing Philadelphia– Horsham, PA  
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 Salem, NJ 08079  
 johnl.manganaro@wrmops.com

Prepared by Gump, Doug  
 Date 12/9/2021  
 Expiration Date 12/30/2022  
 Est. Start Date

**Project: City of Salem Water and Sewer Dept**

**Quote Number: 63005001 - 1**

Total Table I-VI

**\$ 875.00**

**PCB Congeners and Blank**

**TAT: 10\_Days (Business Days)**

**(to be analyzed by Eurofins Lancaster Laboratories Env, LLC)**

Matrix	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water	1668A	PCB Congeners	--	2	\$ 1,250.00	\$ 2,500.00
<b>Total PCB Congeners and Blank</b>						<b>\$ 2,500.00</b>

**Quote Other Charges**

Description	Quantity	Unit Price	Extended Price
Sample Pickup/Courier Fee	1	\$ 42.50	\$ 42.50
Delivery Charge	1	\$ 42.50	\$ 42.50
Environmentally Responsible Sample Handling (per sample bottle)	1	\$ 2.50	\$ 2.50
<b>Total Other Charge</b>			<b>\$87.50</b>

**Total Other Charges \$ 87.50**

**Total Analysis Charges \$ 3,996.05**

**Grand Total for Quote 63005001 \$ 4,083.55**

*\*\*Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

Eurofins Environment Testing Philadelphia— Horsham, PA  
213 Witmer Road  
Horsham, PA 19044-0962

**Prepared for:**

John L. Manganaro  
City of Salem Water and Sewer Dept  
19 South Front Street  
Salem, NJ 08079  
johnl.manganaro@wrmops.com

Prepared by Gump, Doug  
Date 12/9/2021  
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***Project: City of Salem Water and Sewer Dept***

***Quote Number: 63005001 - 1***

## PROJECT DETAILS

### Scope of Work

Attached is the updated quote per our phone discussion. Quote is to establish updated unit pricing.

All logins are subject to a minimum login fee of \$250 per day.

I have added the fees for PCB Congeners, per our discussion, which are required once per year-Dry Weather event. Client will sample, Eurofins would provide bottles and provide courier service.

It does not appear Eurofins provided any sampling services, so those are not included in this quote.

**EUROFINS TESTAMERICA TERMS AND CONDITIONS OF SALE (Short Form)**

When a purchaser (Client) places an order for laboratory, consulting or sampling services from TestAmerica Laboratories, Inc., d/b/a Eurofins TestAmerica a Delaware corporation, Eurofins TestAmerica shall provide the ordered services pursuant to these Terms and Conditions and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, a client order constitutes an acceptance by the Client of Eurofins TestAmerica's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. Receipt of a Client's samples at a Eurofins TestAmerica laboratory constitutes acceptance of these Terms and Conditions (in the absence of any other negotiated contract). No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by Eurofins TestAmerica in writing.

**1. ORDERS AND RECEIPT OF SAMPLES**

1.1 A Client may place an order (i.e., specify a Scope of Work) either by submitting a purchase order to Eurofins TestAmerica in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing an order, the order shall not be valid unless it contains sufficient specification to enable Eurofins TestAmerica to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If a Client fails to provide these required disclosures accompanying the submission of samples, and such failure results in an interruption in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean-up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, Eurofins TestAmerica will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when Eurofins TestAmerica has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab are not guaranteed. If the Client changes the sample delivery schedule prior to Sample Delivery Acceptance, Eurofins TestAmerica reserves its rights to modify its turnaround time commitment, change the date upon which Eurofins TestAmerica will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 Eurofins TestAmerica reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of Eurofins TestAmerica: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence of any hazardous substance in the sample and whether or not such presence has been disclosed to Eurofins TestAmerica by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where Eurofins TestAmerica provides courier services. In no event will Eurofins TestAmerica have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Eurofins TestAmerica's premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to Eurofins TestAmerica's premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.

1.5 Eurofins TestAmerica reserves the right to begin processing samples upon receipt, unless the Client specifically notifies Eurofins TestAmerica in writing prior to sample receipt that the samples are to be held without preparation or other processing or pending receipt of a purchase order. Eurofins TestAmerica shall under no circumstances be responsible for missed holding times or turnaround times or for re-sampling costs if samples are released from hold with less than 48 hours or 1/2 the holding time for the requested test remaining, whichever is less.

**2. PAYMENT TERMS**

2.1 Services performed by Eurofins TestAmerica will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all clients except those whose credit has been established with Eurofins TestAmerica. For clients with approved credit, payment terms are net 30 days from the date of invoice by Eurofins TestAmerica, unless alternative terms have been agreed in a separate written agreement. Payment shall be made without retainage, and shall not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, acknowledging and accepting payment responsibility in accordance with these payment terms.

2.3 If Client fails to make timely payment of its invoices, Eurofins TestAmerica reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to arbitrator's and attorney's fees. Eurofins TestAmerica reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

**3. CHANGE ORDERS, TERMINATION**

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by Eurofins TestAmerica after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. Eurofins TestAmerica will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after Sample Delivery Acceptance. Such change must be documented in writing and may result in a change in cost and turnaround time commitment. Eurofins TestAmerica's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. Eurofins TestAmerica will be compensated consistent with Section 2 of these Terms and Conditions. Eurofins TestAmerica will complete all work in progress and be paid in full for all work completed.

**4. WARRANTIES AND LIABILITY**

4.1 Where applicable, Eurofins TestAmerica will use appropriate and approved analytical test methods. Eurofins TestAmerica has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. Eurofins TestAmerica reserves the right based on its reasonable judgment to deviate from these methodologies as necessary or appropriate to the extent required by the nature or composition of the sample, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or Eurofins TestAmerica's Laboratory Quality Manuals. Client may request that Eurofins TestAmerica perform according to a mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, Eurofins TestAmerica will proceed with analyses under its standard Quality Manuals then in effect. Eurofins TestAmerica will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 Eurofins TestAmerica shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less,

unless the Client has specifically requested that Eurofins TestAmerica hold the samples without preparation or other processing or pending receipt of a purchase order. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, Eurofins TestAmerica will use its best efforts to meet holding times and will proceed with the work provided that, in Eurofins TestAmerica's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with Eurofins TestAmerica's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 Eurofins TestAmerica warrants that it possesses and maintains all licenses and certifications that are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to Eurofins TestAmerica prior to Sample Delivery Acceptance. Eurofins TestAmerica will notify the Client in writing of any decertification or revocation of any license, or notice of either, that affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by Eurofins TestAmerica in connection with any services performed by Eurofins TestAmerica or any results generated from such services, and Eurofins TestAmerica gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of Eurofins TestAmerica is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for breach of warranty in connection with any services performed by Eurofins TestAmerica will be limited to repeating any services performed, contingent on the Client's providing, at the request of Eurofins TestAmerica and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating results consistent with the original results will be at the Client's expense. If resampling is necessary, Eurofins TestAmerica's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 Eurofins TestAmerica's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Eurofins TestAmerica's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Eurofins TestAmerica be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall Eurofins TestAmerica have any responsibility or liability to the Client for any failure or delay in performance by Eurofins TestAmerica that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of Eurofins TestAmerica. Such causes and circumstances include, but are not limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond Eurofins TestAmerica's reasonable control.

## 5. RESULTS, WORK PRODUCT

5.1 Data or information provided to Eurofins TestAmerica or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by Eurofins TestAmerica of payment for the entire order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by Eurofins TestAmerica for performance of work will be retained by Eurofins TestAmerica. Client shall not disclose such information to any third party without Eurofins TestAmerica's express prior consent.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by Eurofins TestAmerica shall be held in confidence

(unless such information is generally available to the public or is in the public domain or Client has failed to pay Eurofins TestAmerica for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the results delivered by Eurofins TestAmerica be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold Eurofins TestAmerica's right to independently defend its data.

5.4 Eurofins TestAmerica reserves the right to perform the services at any laboratory in the Eurofins TestAmerica network. If a Client has requested a particular location for the work, Eurofins TestAmerica will inform the Client when operational constraints require the work to be performed at another Eurofins TestAmerica location. In addition, Eurofins TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. Eurofins TestAmerica will in no way be liable for any subcontracted services (outside the Eurofins TestAmerica network) except for work performed at laboratories which have been audited and approved by Eurofins TestAmerica.

5.5 Eurofins TestAmerica will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Charges for disposal will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated if space allows, and for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at its own expense. Eurofins TestAmerica reserves the right to return to the Client any sample or unused portion of a sample that is not within Eurofins TestAmerica's permitted capability or the capabilities of Eurofins TestAmerica's designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in an order under these Terms and Conditions, Eurofins TestAmerica agrees to retain all records for five (5) years.

5.7 If Eurofins TestAmerica is required to respond to legal process related to services for Client, Client agrees to reimburse Eurofins TestAmerica for hourly charges for personnel involved in the response and attorney's fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at Eurofins TestAmerica's current published rates.

## 6. INSURANCE

6.1 During the performance of services under these Terms and Conditions, Eurofins TestAmerica shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over Eurofins TestAmerica's employees who are engaged in the performance of the work. Eurofins TestAmerica shall also maintain during such period Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), Professional Liability Insurance (limit of \$5,000,000 per claim/ aggregate and Pollution Liability insurance (limit of \$1,000,000 per claim/aggregate).

## 7. MISCELLANEOUS PROVISIONS

7.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by Eurofins TestAmerica, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or

agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and Eurofins TestAmerica. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where Eurofins TestAmerica's services are performed.

7.2 The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

7.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.



**ALS Environmental**



301 Fulling Mill Road - Middletown, PA 17057 - Phone: 717-944-5541 - Fax: 717-944-1430 - www.alsglobal.com

NELAP Certifications: NJ PA010, NY 11759, PA 22-293 DoD ELAP: PJ LA 74618  
State Certifications: FL E871113, WA C999, MD 128, VA 460157, WV DW 9961-C, WV 343

## Quotation

Mr. John Manganaro  
Salem, City of-NJ  
19 South Front Street  
Salem, NJ 08079

**Quote #** 876907  
**Date** 12/7/2021

**Client:** Salem, City of - NJ  
**Phone:** 609-315-4681  
**Fax:**  
**Email:** johnl.manganaro@wrmops.com

**ALS Contact:** Elizabeth M Parker  
**Phone:** (717)944-5541  
**Fax:** 1-717-944-1430  
**Email:** ELIZABETHM.PARKER@ALSGLOBAL.COM

**Description:** 2021-LAB SERVICES 01-2022 - 12-2022

**Deliverable:** STANDARD

**Prices Valid:** 12/31/2022

Item	Analysis Code	Description	Matrix	TAT	Unit Price	Qty	Extended Price
1		<b>WCR WEEKLY-INFLUENT-COMPOSITE:: BOD-TSS</b>	Waste Water		\$37.00	52	\$1,924.00
	S2540DWTSS	Total Suspended Solids		10	\$12.00		
	S5210BWBOD	Biochemical Oxygen Demand		10	\$25.00		
2		<b>WCR WEEKLY-EFFLUENT-COMPOSITE:: BOD-TSS-NH3-NO23-</b>	Waste Water		\$37.00	52	\$1,924.00
	S2540DWTSS	Total Suspended Solids		10	\$12.00		
	S5210BWBOD	Biochemical Oxygen Demand		10	\$25.00		
3		<b>WCR WEEKLY-AMMONIA</b>	Waste Water		\$14.00	52	\$728.00
	NH3_IC	Ammonia-N		10	\$14.00		
4		<b>WCR FOUR PER MONTH-EFFLUENT-GRAB:</b>	Waste Water		\$49.00	48	\$2,352.00
	FEALERTSC	Fecal Colilert Spring City		10	\$25.00		
	S2540DWTSS	Total Suspended Solids		10	\$12.00		

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Vancouver Waterloo · Winnipeg · Yellowknife United States: Cincinnati · Everett · Fort Collins · Holland · Houston · Middletown · Salt Lake City · Spring City · York Mexico: Monterrey



Analysis Item Code	Description	Matrix	TAT	Unit Price	Qty	Extended Price
S2540EWVSS	Volatile Suspended Solids		10	\$12.00		
5	<b>WCR MONTHLY-EFFLUENT-GRAB: OG 1664</b>	<b>Waste Water</b>		<b>\$32.00</b>	<b>12</b>	<b>\$384.00</b>
1664WOGNJ	Oil & Grease EPA 1664		10	\$32.00		
6	<b>WCR QUARTERLY-EFFLUENT-COMPOSITE: TDS</b>	<b>Waste Water</b>		<b>\$12.00</b>	<b>4</b>	<b>\$48.00</b>
S2540CWTDS	Total Dissolved Solids		10	\$12.00		
7	<b>SQUAR QUARTERLY (TABLE III A-1): TS - NO3 - TKN - 12 METALS - HG - NH3 - PHOS</b>	<b>Solid</b>		<b>\$151.00</b>	<b>4</b>	<b>\$604.00</b>
365.1STP	Phosphorus, Total		10	\$18.00		
6010DTS51	6010D 3051 SOIL		10	\$48.00		
7471HGS	Mercury, Total		10	\$18.00		
9056_SNO3	Nitrate-N		10	\$14.00		
NH3S_IC	Ammonia, by IC D6919-09 Solid_		10	\$18.00		
S2540GSTS	Total Solids/Moisture		10	\$10.00		
S4500CTKNS	Total Kjeldahl Nitrogen		10	\$25.00		
8	<b>SEMI ANNUAL: COPPER AND ZINC</b>	<b>Waste Water</b>		<b>\$18.00</b>	<b>2</b>	<b>\$36.00</b>
200.8TCU	Copper, Total		10	\$9.00		
200.8TZN	Zinc, Total		10	\$9.00		
9	<b>WCR ANNUAL COMPOSITE (TABLE III - A2): 11 METALS 200.8 - HG</b>	<b>Waste Water</b>		<b>\$66.00</b>	<b>1</b>	<b>\$66.00</b>
200.8TAG	Silver, Total		10	\$4.00		
200.8TAS	Arsenic, Total		10	\$4.00		
200.8TBA	Barium, Total		10	\$4.00		
200.8TBE	Beryllium, Total		10	\$4.00		
200.8TCD	Cadmium, Total		10	\$4.00		
200.8TCR	Chromium, Total		10	\$4.00		
200.8TMN	Manganese, Total		10	\$4.00		
200.8TNI	Nickel, Total		10	\$4.00		
200.8TPB	Lead, Total		10	\$4.00		
200.8TSB	Antimony		10	\$4.00		
200.8TSE	Selenium, Total		10	\$4.00		
200.8TTL	Thallium, Total		10	\$4.00		
245.1HW	Mercury, Total		10	\$18.00		

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Analysis Item Code	Description	Matrix	TAT	Unit Price	Qty	Extended Price
10	<b>WCR ANNUAL-COMPOSITE (TABLE III - A2): SVOCS - SCREEN - PEST - PCBS - 622 ORGANO PEST</b>	Waste Water		\$415.00	1	\$415.00
608.3BOTH	Pesticides and PCBs EPA 608.3		10	\$70.00		
622NJDWS	NJ DWS Organophosphorus Cmpds 622		10	\$175.00		
625.1BNA	625.1 BNA's		10	\$115.00		
625DXSCR	Dioxin Screen EPA 625		10	\$55.00		
11	<b>WCR ANNUAL-GRAB (TABLE III - A2): VOCS - CN</b>	Waste Water		\$109.00	1	\$109.00
420.4PHENW	Phenolics		10	\$22.00		
624.1	624.1 VOC'S		10	\$65.00		
CNKELADA	Cyanide by Kelada		10	\$22.00		
12	<b>SQAR ANNUAL (TABLE III A-3): 3 METALS - 8270 - 8260 - 8081 - 8082</b>	Solid		\$366.00	1	\$366.00
6010DTS51	6010D 3051 SOIL		10	\$12.00		
8081S2012	Pesticides by SW846 8081		10	\$70.00		
8082S2012	PCB's		10	\$60.00		
8260C_SL	8260C TCL SOM01.2 VOC - LOW		10	\$65.00		
8270TCL46	8270 TCL SOM01.2 Prep by 3546		10	\$115.00		
9012ACNTS	Cyanide, Total		10	\$22.00		
9066PHENS	Phenolics		10	\$22.00		
13	<b>ALS COURIER: WEEKLY PICKUPS</b>	Waste Water		\$25.00	52	\$1,300.00
COURIER	Courier/Transportation		10	\$25.00		
14	<b>WEEKLY-ALS SUSTAINABILITY FEE:</b>	Waste Water		\$25.00	52	\$1,300.00
ADMIN	Sustainability Fee		10	\$25.00		
15	<b>PCB CONGENER 1668 (TWO EVENTS PER YEAR) : EFF AND RINSE BLANK- SUB ALS BURLINGTON</b>	Waste Water		\$650.00	4	\$2,600.00
SUBU	Subcontracted Analysis		20	\$650.00		
16	<b>PCB CONGENERS-CLIENT WILL COLLECT- ALS TO PICK UP ON THE REGULAR TUESDAY SCHEDULE.</b>	Waste Water		\$25.00	1	\$25.00
NOTE	NOTE		20	\$25.00		

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State Certifications: FL E871113, WA C999, MD 128, VA 460157, WV DW 9961-C, WV 343

Analysis Item Code	Description	Matrix	TAT	Unit Price	Qty	Extended Price
17	SEMI-ANUAL-ALS SUSTAINABILITY FEE: \$25 PER INVOICE	Waste Water		\$25.00	2	\$50.00
ADMIN	Sustainability Fee		20	\$25.00		
Total						\$14,231.00

### Notes

UPDATED QUOTE FOR 2022:

### Terms and Conditions

This quote is valid until 12/31/2022, whereupon ALS Environmental reserves the right to requote these services. Terms of payment for this offer are net 30 days. Authorization must be indicated by returning a signed copy of this quotation to ALS Environmental within 30 days after the date of its issuance.

Quote # 876907

Date Generated: 12/7/2021

### Accepted by:

Signed

Title:

Name: Mr. John Manganaro

Date:

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**CITY OF SALEM  
RESOLUTION 2022-72**

**A RESOLUTION ACCEPTING THE PROPOSAL FROM REMINGTON AND  
VERNICK TO CREATE AND UPDATE THE ELECTION DISTRICT/WARD MAP  
AND COMPLETE OTHER REQUIRED ASSOICIATED REPORTS**

**WHEREAS**, the City of Salem elections operate under a Ward system; and

**WHEREAS**, the 2020 Census results show that there is a more than 10 percent difference between the most populous and least populous wards; and

**WHEREAS**, under Title 40 any disproportionate population existing in the voting wards must be corrected; and

**WHEREAS**, by Statute the Board of Ward Commissioners shall consist of the City Clerk and the County Board of Elections; and

**WHEREAS**, all expenses resulting from the Board of Ward Commissioners are to be paid for by the Municipality; and

**WHEREAS**, Remington & Vernick Engineers has presented a proposal (Attachment A) to complete the work required and bring the City of Salem into compliance; and

**WHEREAS**, the CFO can certify the availability of funds.

**NOW, THERFORE BE IT RESOLVED**, by the City Council of the City of Salem that the Council that the Mayor is authorized to accept the proposal submitted by Remington and Vernick to create and update the District/Ward Map and complete other required associated reports

**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			

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 31, 2022.

1-31-22  
Date

  
Ben Angeli, RMC

ATTACHMENT "A"



REMINGTON  
& VERNICK  
ENGINEERS

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

December 7, 2021

Scott Hourigan, Chairman  
Board of Elections  
Salem County  
110 5th Street  
Suite 1000  
Salem, NJ 08079

Subj: 2021-2022 Creating and Updating the Election District/Ward Map, Ward Boundary Report and Election District Word Descriptions for the City of Salem, Salem County, NJ  
M2021

Dear Mr. Hourigan:

REMINGTON & VERNICK ENGINEERS is pleased to present this cost proposal for creating and updating the Election District/Ward Map for Salem City. Remington & Vernick Engineers previously updated the tax map file, it now maintains, to 2021 conditions and will use this as reference to update the new Election District/Ward Map to current conditions in order to reflect any/all new developments, street names and other information not presently depicted on the existing Election District/Ward Map. We will perform the necessary research to assist in the redistricting and/or re-warding of the city necessitated by Census 2020 population statistics. This effort is necessary to reduce the disproportionate distribution of population within the political subdivisions in the City. The finished maps will bear a corresponding revision note and date, and all revised maps will be signed by the Salem County Board of Elections Commissioners.

RVE will provide updated election district mapping, word descriptions and related services, in accordance with State regulations, to assist the Salem County Board of Elections with current and future redistricting needs.

In addition, we will create an address range and geocoding verification report reflecting the district consolidation(s) and subsequent renumbering of election districts approved by the Board. This will assist the Board with notification to impacted voters of their updated election district numbers.

Remington & Vernick Engineers is an engineering/surveying firm that works with up-to-date geographical information system (GIS) technology for digital mapping and data management along with a staff of experienced CADD/Cartographers/GIS Specialists and Surveyors who have worked extensively with the New Jersey Division of Elections and County Boards of Election completing a variety of deliverables. We have in-depth knowledge of New Jersey Statute Title 15 (NJAC: 15:10-3 Election District Maps), Title 19 (Elections) & 40 (Municipalities and Counties) as well as with the New Jersey State Voter Database System (SVRS) to assist the Salem County Board of Elections with the redistricting and re-warding process from start to finish. We have long established working relations with many county Boards of Elections in New Jersey and assisted with their redistricting/re-warding efforts for more than thirty (30) years.

#### GENERAL REDISTRICTING

Utilizing data gathered as a result of Census 2020, RVE will compile a report totaling the number of persons within each ward and election district in Salem County. RVE will work closely with the Salem County Board of Elections, Board of Ward Commissioners and any other person or agency as directed by the Board in order to compile this report. RVE may require the assistance of the Salem County Board of Elections in obtaining the latest Census 2020 data in map, tabular or electronic format prior to commencing this project.

This effort is necessary to reduce any disproportionate distribution of population that might otherwise keep these municipalities from Title 40 compliance, as further outlined below:

- The ward boundaries must be formed of compact and contiguous territory. In other words, a ward cannot include two separate and distinct areas of land that are not connected to each other in some way.
- The population between the most populous and least populous wards shall not differ by more than 10% of the total municipal population divided by the number of wards created. For example, in a municipality with a total population of 10,000 residents and a total of four wards, the population of the most populous ward cannot exceed the population of the least populous ward by more than 250 residents. In other words, the ward populations would need to average between 2,375 and 2,625 residents in order to be compliant.
- Once the ward boundaries have been determined, the Ward Commissioners must file their report, certified by at least three of their signatures, within thirty days of their initial meeting. The ward report must properly describe the ward boundaries. This is done by choosing a starting point along the boundary of each ward and providing the directions that would be needed to travel around the ward's perimeter. A map of the municipality with the new ward boundaries clearly marked must also be attached to the Ward Commissioner's report. The report must be filed with the County Clerk, Secretary of State and appropriate Municipal Clerk.
- Within two weeks of the filing of the certified ward report, the Municipal Clerk must publish a description of the ward boundaries in at least one newspaper generally circulating within the municipality.
- Following publication, any former wards affected by the ward report are officially superseded by the new wards. If any of the wards are newly established, ward representatives must be appointed or elected from each new ward as prescribed by law.

In addition to the Title 40 guidelines outlined above, any new re-warding scenario should not displace the current ward representatives from their constituents if at all possible.

Under Title 19 of the NJ State Code, the Board of Elections is responsible for drawing and maintaining the election district mapping for all of the municipalities in Salem County. Guidelines used by the Election Board in drawing up the districts are that the number of votes cast in the last two General Elections must lie in the range of 250 to 1,500, with the target for each district being approximately 750 votes cast. The Board of Elections is also guided by the availability and accessibility of polling places. The districts must be drawn with street or natural boundaries such as streams as boundary lines.

Remington & Vernick Engineers will computer-generate a new Election District Map detailing the redistricted municipality. We will also update the computerized map to current conditions to reflect the current election, Legislative and Congressional district boundaries in New Jersey.

We will update the new map to current conditions in order to reflect any/all new developments, streets, street names and other information that is not presently depicted on the existing Election District Map(s). We will also need to review the map in order to consolidate, subdivide and/or renumber the existing election districts to be compliant with Title 15, 19 and Title 40 and as directed by the Board of Elections. The finished map will bear a corresponding revision note and date and will be signed by the Salem County Board of Elections Commissioners.

Remington & Vernick Engineers will perform the scope of services outlined herein to create and revise the Election District Mapping for State submission purposes.

#### *A Create and Revise Current Ward Boundary Map*

Census block population totals must be utilized as the guide when revising boundary lines of non-compliant wards. This information will be available as part of the Census 2020 Re-districting Data Program County-Based Mapping (P.L. 94-171). It will also be important to discuss any re-warding concerns individually with each impacted municipality before any ward boundary lines are moved. Some municipalities will use re-warding as an opportunity to reunite streets or neighborhoods previously divided by ward lines. In addition, it is important to

note where each ward representative lives so that they are not separated from their constituents by the re-warding process if at all possible.

The next step is to create one or more re-warding scenarios for each impacted municipality that will rebalance the population between all wards. Possible scenarios can be marked on copies of the Election District/Ward Maps created as part of our Phase One mapping services. Once a re-warding scenario is approved by the Ward Commissioners, the existing ward reports also created as part of our Phase One mapping services can be revised accordingly. The revised report will need to be signed by the Commissioners and submitted to State, County and local officials with a signed copy of the updated map.

#### *B. Create and Revise Current Election District Map*

Remington & Vernick Engineers will utilize hard copy and electronic mapping files representing the current Election District Map(s) as base mapping for the new, updated map. Remington & Vernick Engineers will also utilize New Jersey Department of Environmental Protection (NJDEP) Geographic Information Systems (GIS) resource data, Salem County Board of Elections resource data and tax map/postal service address information as reference.

Remington & Vernick Engineers, will work closely with the Salem County during the course of this project, as needed and directed, to compile and complete any new ward/election district mapping. Any new developments, streets, roads, etc. that may have been added to the redistricted municipality will be verified for the new Election District Map in order to bring it to current conditions. In addition, schools, municipal complexes, polling places and development names (if applicable) will need to be located and displayed on the map.

The Board of Elections will provide approval of the election district subdivision(s)/consolidation(s) in a redistricted municipality, based on scenarios and mark-up maps presented, due to changes in voter population.

Once a redistricting scenario has been approved by the Salem County Board of Elections, the election district boundary changes caused by the subdivision(s) and/or consolidation(s) will be applied with the appropriate color to the updated Election District Map. The remaining election districts will be renumbered consecutively as needed in compliance with State guidelines. The new Election District Map will be created in accordance with color and line type guidelines set forth by the New Jersey Secretary of State.

It is understood that the Board of Elections will determine the new election district(s) and Remington & Vernick Engineers will provide the newly updated map(s) and boundary description(s).

#### *C. Address Range & Geocoding Verification Report*

Remington & Vernick Engineers will compile a report listing the address ranges that will be impacted by the redistricting and renumbering scenario approved by the Board of Elections. Our report will be based on the following resource data to be provided by the Board of Elections:

- ◆ Street Master File by Municipality and District
- ◆ List of Registered Voters
- ◆ New Jersey State Voter Database System (SVRS)

All address ranges and geocoded verification included in the aforementioned resource data will be included in our report, along with before and after copies of the Election District Map. We will note in our report what changes have been made, if any, including old and new district numbers by address range. We will also update the geocoded address points layer on the GIS shape file representing that particular municipality. Remington & Vernick Engineers will work closely with the Board to make the voter notification process as streamlined as possible.

We understand that the Board of Elections can provide the Street Master File by Municipality and District in electronic format as an Access or Excel file; we will also update this file electronically, along with the GIS shape file, to assist with the voter notification process and base our report on this file.

#### *D. Corresponding Word Descriptions and Ward Reports*

Word descriptions of the election district/ward boundaries in any municipality must be able to stand alone on their own merit, providing the same descriptive content verbally as the map does visually. The election district/ward word descriptions will be created and updated to reflect the election district layout depicted on the new map. One (1) copy of the word description must be filed with the Salem County Clerk, three (3) copies with the New Jersey Secretary of State and one (1) with the Municipal Clerk. Each election district word description so filed must have a copy of the new Election District Map attached in accordance with New Jersey regulations. RVE has developed a standard format for generating these descriptions according to State specifications.

The ward report must properly describe the ward boundaries in each municipality. This is done by choosing a starting point along the boundary of each ward and providing the directions that would be needed to travel around the ward's perimeter. Ward reports are similar in format to word descriptions but must be signed by the appropriate Ward Commissioners prior to submission to State, County, and local officials. The Ward Commissioners generally include members of the County Board of Elections as well as the Municipal Clerk.

#### *E. Review and Comment by the Board*

Remington & Vernick Engineers will provide a preliminary color copy of each new digital Election District Map to the Board for review. The final draft of each new map will be based on this review process and will be considered complete and ready for delivery once any requested changes have been made.

#### *F. Plotting, Printing and Reproduction*

The new, updated Election District Maps will be drafted with ink on mylar and bond paper, via the latest Autodesk AutoCAD and Esri ArcGIS software applications. The following copies will be provided, per State statutes:

- ◆ One (1) 30" x 42" mylar original of the new Election District Map, to be signed by the Board and filed with Remington & Vernick Engineers for reprographic purposes
- ◆ Six (6) 30" x 42" color copies of the new map on bond paper, to be signed by the Board: one (1) copy to remain with the Board for its records, the remaining five (5) copies for municipal, County and State submission purposes
- ◆ Six (6) 8 1/2" x 11" copies of the corresponding election district word descriptions: one (1) copy to remain with the Board for its records, the remaining five (5) copies for municipal, County and State submission purposes
- ◆ Four (4) 8 1/2" x 11" copies of the Address Range Report, each including one (1) 11" x 17" color copy of the Election District Map before and after redistricting
- ◆ One (1) Flash Drive and OneDrive link containing GIS database with FGDC compliant metadata and printable PDF copies of each election district map

#### *G. Submission Guidelines*

One copy of each new Election District/Ward Map and corresponding word description must be filed with the Salem County Clerk, three copies with the New Jersey Secretary of State and one with the appropriate Municipal Clerk.

It should be noted in the Board's submission correspondence that the existing maps have been digitized in preparation for Census 2020, but that no election district or ward boundaries have been changed at this time. The digital files for the new maps and word descriptions will be updated as needed to reflect any re-warding necessitated by Census 2020.

It will not be necessary to sign/submit any ward reports until after Census 2020. The digital files for the ward reports will be updated as needed to reflect any re-warding necessitated by Census 2020 demographics. The hardcopy of each ward report provided as part of our Phase One mapping services is strictly for the Board's reference and records at this time.

Estimated completion time for this project is pursuant to NJSA 40:44-13, which states that the Ward Commissioners shall have 30 days after their first meeting to adopt the new ward boundaries. RVE will also continue to provide the Salem County Board of Elections with reprographic services for these new maps as needed, utilizing the current system of submitting orders to our office via facsimile machine, e-mail and/or telephone as well as our web-based solution.

#### **COST OF SERVICES**

Remington & Vernick Engineers will complete the necessary work outlined herein for a total cost not to exceed \$5,990.00. Completion time for this project will be four (4) weeks from written authorization to proceed.

If additional update work for the current year is needed after the per annum not to exceed budget of \$5,990.00 cap has been reached, Remington & Vernick Engineers will provide notice in writing to the Salem County Board of Elections of the additional costs needed to complete said work.

Remington & Vernick Engineers will not proceed with any additional work that will exceed the \$5,990.00 cap without prior written authorization from the Salem County Board of Elections.

All time will be invoiced at our current contract rates. A dedicated project number will be established for billing purposes.

If you have any questions, require additional information, or if there are budget and timeframe issues based on the scope of work proposed, please contact Kevin R. Zelinsky, GISP, CADD/Cartography/GIS Department Manager and Associate in our Haddonfield office at (856) 795-9595, extension 1064, or via e-mail at [Kevin.Zelinsky@rve.com](mailto:Kevin.Zelinsky@rve.com).

Sincerely,

**REMINGTON & VERNICK ENGINEERS, INC.**

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

LAF/KRZ/mts

cc: William Higgins, Secretary  
Dana Mulligan  
Julia Hiles  
Shannon Berger, Registrar  
Debby Turner -Fox, Registrar