

**CITY OF SALEM
COMMON COUNCIL MEETING AGENDA
July 16,2018
6:30 P.M.**

- 1. OPENING 6:30 P.M.**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION:**
- 4. ROLL CALL OF COUNCIL:**
- 5. STATEMENT OF OPEN PUBLIC MEETINGS ACT**
- 6. APPROVAL OF PAYMENT OF BILLS:**
- 7. APPROVAL OF MINUTES FROM MEETINGS OF**

- June 18, 2018

- 8. COMMUNICATIONS/APPLICATIONS/REPORTS**

PRESENTATION: RALPH PADILLA, PRAC

A PROCLAMATION HONORING NATIONAL NIGHT OUT

- 9. INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION**

R18-117 A RESOLUTION APPROVING SETTLEMENT WITH G.P.M. ASSOCIATES

R18-120 A RESOLUTION AUTHORIZING TIERRA M. JENNINGS, COURT ADMINISTRATOR AS SIGNING ON THE SALEM CITY MUNICIPAL COURT BANK ACCOUNT RELATED TO THE BAIL AND GENERAL ACCOUNT

- 10. COMMITTEE REPORTS:**

ADMINISTRATION (Roots, Gage, Johnson, Carter)

PUBLIC SAFETY (Gage, Groce, Roots, Carter)

PUBLIC WORKS (Groce, Roots, Walker, Gage)

HUMAN SERVICES (Walker, Gage, Kellum, Thompson)

CITY PROPERTY/CAPITAL (Carter, Walker, Kellum, Roots)

REDEVELOPMENT (Groce, Johnson, Gage, Kellum)

NEIGHBORHOODS INITIATIVES/COMMUNITY SERVICES

(Thompson, Johnson, Roots, Carter)

11. MAYORAL COMMENTS

12. OLD BUSINESS

13. NEW BUSINESS

14. PUBLIC PORTION

15. CLOSED SESSION- CLOSED SESSION:

Personnel
Contract Negotiations

16. ADJOURNMENT

NEXT COUNCIL MEETING: August 20, 2018 6:30pm

JULY 6, 2018
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PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	Invoice
Item	Description							Enc Date	Date	
18-00884	05/15/18	16750 GLOUCESTER CO. POLICE ACADEMY								
1	ENROLLMENT FEE PICOU & SMITH		160.00	8-01-25-240-242	B	SEMINARS & TRAINING	R	05/15/18	07/06/18	
18-00892	05/17/18	51868 USA BLUEBOOK								
1	INV.#575008 & 575312		722.45	8-09-55-508-248	B	LAB ANALYSIS	R	05/17/18	07/06/18	
2	PUMP HEAD		84.90	8-09-55-508-248	B	LAB ANALYSIS	R	05/23/18	07/06/18	
3	STENNER #PUMP TUBE		129.10	8-09-55-508-248	B	LAB ANALYSIS	R	05/23/18	07/06/18	
4	STENNER 3/8 LEAD TUBE		59.30	8-09-55-508-248	B	LAB ANALYSIS	R	05/23/18	07/06/18	
5	STENNER DIGITAL PUMP		1,444.90	8-09-55-508-248	B	LAB ANALYSIS	R	05/23/18	07/06/18	
6	FREIGHT		35.41	8-09-55-508-248	B	LAB ANALYSIS	R	05/23/18	07/06/18	
			<u>2,476.06</u>							
18-00893	05/17/18	95045 VINELAND ENVIRONMENTAL								
1	INV.#66951 TOTAL COLLIFORM		200.00	8-09-55-508-248	B	LAB ANALYSIS	R	05/17/18	07/06/18	
18-00895	05/17/18	05299 C & H DISPOSAL SERVICE INC.								
1	INV.#APRIL2018 HAULING AND		8,137.50	8-09-55-508-246	B	SLUDGE REMOVAL	R	05/17/18	07/06/18	
18-00914	05/21/18	KYOCERA2 KYOCERA DOCUMENT SOLUTIONS								
1	NO CONTRACT #G2075-40465		1,731.00	8-01-25-240-299	B	MISC. EXPENSES	R	05/21/18	07/06/18	
2	DP-7110 DUAL SCAN DOCUMENT		540.00	8-01-25-240-299	B	MISC. EXPENSES	R	05/21/18	07/06/18	
3	SCAN EXTENSION KIT A		326.00	8-01-25-240-299	B	MISC. EXPENSES	R	05/21/18	07/06/18	
4	FAX SYSTEM		365.00	8-01-25-240-299	B	MISC. EXPENSES	R	05/21/18	07/06/18	
5	PF-7110 DUAL 1500 SHEET PAPER		771.00	8-01-25-240-299	B	MISC. EXPENSES	R	05/21/18	07/06/18	
6	DF-7120 1000 SHEET STAPLING		536.00	8-01-25-240-299	B	MISC. EXPENSES	R	05/21/18	07/06/18	
7	AK-7100 ATTACHMENT KIT		24.00	8-01-25-240-299	B	MISC. EXPENSES	R	05/21/18	07/06/18	
			<u>4,293.00</u>							
18-00915	05/21/18	KYOCERA2 KYOCERA DOCUMENT SOLUTIONS								
1	NO CONTRACT #G2075-40465		108.00	8-01-25-240-299	B	MISC. EXPENSES	R	05/21/18	07/06/18	
18-00922	05/21/18	TS615 KLEINFELDER								
1	INV.#001195206 PROFESSIONAL		7,864.14	8-09-55-508-300	B	ENGINEERING	R	05/21/18	07/06/18	
2	INV.#001194978 PCB EFFLUENT		290.00	8-09-55-508-300	B	ENGINEERING	R	05/21/18	07/06/18	
3	INV.#001180536 PCB EFFLUENT		1,075.00	8-09-55-508-300	B	ENGINEERING	R	05/21/18	07/06/18	
4	INV.#001184246 PCB EFFLUENT		400.00	8-09-55-508-300	B	ENGINEERING	R	05/21/18	07/06/18	
5	INV.#001191855 PCB EFFLUENT		615.00	8-09-55-508-300	B	ENGINEERING	R	05/21/18	07/06/18	
			<u>10,244.14</u>							

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18-00953	05/23/18	NETZCM09 METZ CULINARY MANAGEMENT									
		1 INV.#41031-102938 SALEM CITY	150.00	8-01-25-260-299	B MISC. EXPENSES		R		05/23/18	07/06/18	
		2 DINNER @ LIBERTY FIRE DEPT.	150.00	8-01-25-260-299	B MISC. EXPENSES		R		05/23/18	07/06/18	
			300.00								
18-00957	05/25/18	16750 GLOUCESTER CO. POLICE ACADEMY									
		1 ENROLLMENT FEE MICHAEL BROOKS	100.00	8-01-25-240-242	B SEMINARS & TRAINING		R		05/25/18	07/06/18	
18-00958	05/25/18	50143 SEAN SIMPKINS									
		1 RE-IMBURSEMENT FOR LUNCH	32.93	8-01-25-240-245	B TRAVEL / MILEAGE		R		05/25/18	07/06/18	
18-00962	05/29/18	11788 W.B. MASON, INC.									
		1 RUGS	750.00	8-01-26-310-299	B MISC. EXPENSE		R		05/29/18	07/06/18	
		2 INV.#156003570 MATS	746.24	8-01-26-310-299	B MISC. EXPENSE		R		06/25/18	07/06/18	
			1,496.24								
18-00966	05/30/18	18270 MORANT HASSLER, LLC									
		1 INV.#14972 SERVICED AIR	472.20	8-01-26-310-299	B MISC. EXPENSE		R		05/30/18	07/06/18	
18-01023	06/01/18	80085 BORIES OUTDOOR POWER EQUIP.									
		1 INV.#4702 AUTOCUT	111.80	8-01-26-290-239	B MACHINERY / PARTS / TOOLS		R		06/01/18	07/06/18	
		2 ENGINE OIL	99.95	8-01-26-290-239	B MACHINERY / PARTS / TOOLS		R		06/01/18	07/06/18	
		3 TRIMMER LINE	111.98	8-01-26-290-239	B MACHINERY / PARTS / TOOLS		R		06/01/18	07/06/18	
			323.73								
18-01024	06/01/18	9001 DMC SUPPLIES, INC.									
		1 INV.#69347 STYROFOAM CUPS	28.00	8-01-26-290-299	B STREET MAINT - MISC.		R		06/01/18	07/06/18	
		2 TOILET TISSUE	48.00	8-01-26-290-299	B STREET MAINT - MISC.		R		06/01/18	07/06/18	
			76.00								
18-01026	06/01/18	10015 KKA-GLASSBORO WAS LIFE CARE									
		1 INV.#05/21/18 CDL FORM FEE	110.00	8-09-55-508-224	B OSHA		R		06/01/18	07/06/18	
18-01027	06/01/18	79063 TRI-COUNTY TERMITE & PEST INC.									
		1 INV.#499225 STREET DEPT.	20.00	8-01-26-310-299	B MISC. EXPENSE		R		06/01/18	07/06/18	
		2 INV.#499226 SALEM LIBRARY	20.00	8-01-26-310-299	B MISC. EXPENSE		R		06/01/18	07/06/18	
		3 INV.#499227 SALEM POLICE DEPT.	20.00	8-01-26-310-299	B MISC. EXPENSE		R		06/01/18	07/06/18	
		4 INV.#499228 LANDFILL	175.00	8-01-26-310-299	B MISC. EXPENSE		R		06/01/18	07/06/18	
		5 INV.#499324 1 NEW MARKET ST.	20.00	8-01-26-310-299	B MISC. EXPENSE		R		06/01/18	07/06/18	

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Item Description								Enc Date	Date	
18-01027	06/01/18	T9063 TRI-COUNTY TERMITE & PEST INC. Continued								
6 INV.#497558	WASHINGTON FIRE		20.00	8-01-26-310-299	B MISC. EXPENSE		R	06/01/18 07/06/18		
7 INV.#499629	17 NEW MARKET ST.		20.00	8-01-26-310-299	B MISC. EXPENSE		R	06/01/18 07/06/18		
			295.00							
18-01031	06/04/18	V5045 VINELAND ENVIRONMENTAL								
1 INV.#67549	TOTAL COLIFORM		200.00	8-09-55-508-248	B LAB ANALYSIS		R	06/04/18 07/06/18		
18-01032	06/04/18	C40020 CUMBERLAND COUNTY SPCA								
1 INV.#3197	HOLDING SERVICES		1,608.00	D-11-16-852-801	B RESERVE FOR DOG EXPENDITURES		R	06/04/18 07/06/18		
18-01033	06/04/18	48033 SWICK LUMBER & BLDG MATERIALS								
1 INV.#10700	MATERIALS PURCHASED		717.13	8-09-55-508-216	B MAINTENANCE OF OTHER EQUIP.		R	06/04/18 07/06/18		
18-01037	06/04/18	N2030 NJ DEPT. OF HEALTH								
1 VITAL RECORDS	42A & B		294.00	8-01-20-120-236	B OFFICE SUPPLIES		R	06/04/18 07/06/18		
18-01039	06/05/18	T5015 KLEINFELDER								
1 INV.#001198460	4/30-5/27		200.00	8-09-55-508-300	B ENGINEERING		R	06/05/18 07/06/18		
18-01051	06/06/18	51129 TRI COUNTY VETERINARY CLINIC								
1 INV.#168866	OFFICE VISIT FOR		292.00	8-01-25-240-299	B MISC. EXPENSES		R	06/06/18 07/06/18		
18-01052	06/06/18	11788 W.B. MASON, INC.								
1 INV.#T5524327	CLEANING		480.13	8-01-25-240-236	B OFFICE SUPPLIES		R	06/06/18 07/06/18		
18-01057	06/06/18	50023 STATEWIDE INSURANCE FUND								
1 CLAIM #01704998-01	JOSHUA		2,535.17	8-01-25-240-299	B MISC. EXPENSES		R	06/06/18 07/06/18		
18-01059	06/06/18	11788 W.B. MASON, INC.								
1 SUPPLIES			109.34	8-01-20-120-236	B OFFICE SUPPLIES		R	06/06/18 07/06/18		
18-01060	06/07/18	S0250 STAPLES								
1 INV.#3380537947	FAX MACHINE		166.23	8-01-43-490-253	B OFFICE EQUIPMENT		R	06/07/18 07/06/18		
18-01061	06/07/18	E0100 EMERGENCY SERVICES MARKETING								
1 1 YEAR OF 1AMRESPONDING			810.00	8-01-25-265-299	B MISC. EXPENSES		R	06/07/18 07/06/18		

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18-01094	06/11/18	34761	ONE CALL CONCEPTS								
			1 INV.#805538 MARKOUT 5/31/18	35.00	8-09-55-508-250	B	DISTRIBUTION MAINS	R	06/11/18 07/06/18		
18-01095	06/11/18	5275	CAMPBELL PLUMBING & SUPPLY,								
			1 INV.#5247 MATERIALS PURCHASED	119.18	8-09-55-508-218	B	MATERIALS/SUPPLIES	R	06/11/18 07/06/18		
18-01096	06/11/18	58046	WILLIAMS AUTO PARTS								
			1 INV.#1925 PARTS & MATERIALS	632.03	8-09-55-508-214	B	MAINTENANCE/MOTOR VEHICLE	R	06/11/18 07/06/18		
18-01097	06/19/18	P0026	PITNEY BOWES INC - SUPPLIES								
			1 INV.#1007408598 FINANCE	132.09	8-01-20-130-299	B	FINANCE MISCELLANEOUS	R	06/19/18 07/06/18		
			2 MUNICIPAL CLERK	132.09	8-01-20-120-299	B	MUNICIPAL CLERK MISCELLANEOUS	R	06/19/18 07/06/18		
			3 TAX ASSESSOR	132.09	8-01-20-150-299	B	MISC. EXPENSES	R	06/19/18 07/06/18		
			4 HOUSING DEPT.	132.09	8-01-22-200-299	B	HOUSING MISCELLANEOUS	R	06/19/18 07/06/18		
			5 WATER & SEWER DEPT.	132.09	8-09-55-508-299	B	MISC.	R	06/19/18 07/06/18		
				660.45							
18-01098	06/19/18	16750	GLoucester CO. POLICE ACADEMY								
			1 ENROLLMENT FEE DERIC ADAMS	100.00	8-01-25-240-242	B	SEMINARS & TRAINING	R	06/19/18 07/06/18		
18-01100	06/19/18	NAT10005	NATIONAL TIME SYSTEMS								
			1 INV.#31251 AOD BASE PRICE	66.00	8-01-26-310-299	B	MISC. EXPENSE	R	06/19/18 07/06/18		
			2 AOD EMPLOYEE SELF SERVICE	8.40	8-01-20-110-299	B	MAYOR & COUNCIL MISCELLANEOUS	R	06/19/18 07/06/18		
			3 AOD LEAVE MANAGEMENT	4.20	8-01-20-110-299	B	MAYOR & COUNCIL MISCELLANEOUS	R	06/19/18 07/06/18		
			5 AOD USER ACCT.	76.00	8-01-20-110-299	B	MAYOR & COUNCIL MISCELLANEOUS	R	06/19/18 07/06/18		
			6 IDPunch 7 FINGER READER	200.00	8-01-20-110-299	B	MAYOR & COUNCIL MISCELLANEOUS	R	06/19/18 07/06/18		
				354.60							
18-01101	06/19/18	39874	PITNEY BOWES								
			1 INV.#3306233051 3/30-6/29/18	179.40	8-01-20-130-299	B	FINANCE MISCELLANEOUS	R	06/19/18 07/06/18		
			2 HOUSING	179.40	8-01-22-200-299	B	HOUSING MISCELLANEOUS	R	06/19/18 07/06/18		
			3 TAX ASSESSOR	179.40	8-01-20-150-299	B	MISC. EXPENSES	R	06/19/18 07/06/18		
			4 MUNICIPAL CLERK	179.40	8-01-20-120-299	B	MUNICIPAL CLERK MISCELLANEOUS	R	06/19/18 07/06/18		
			5 WATER & SEWER DEPT.	179.40	8-09-55-508-299	B	MISC.	R	06/19/18 07/06/18		
				897.00							
18-01103	06/19/18	05239	C & H DISPOSAL SERVICE INC.								
			1 INV.#MANV2018 HAULING & DISP.	4,882.50	8-09-55-508-246	B	SLUDGE REMOVAL	R	06/19/18 07/06/18		

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Item Description					Acct Type	Description		Enc Date	Date	
18-01143	06/20/18	50024		STATE OF NJ DEPT. OF LABOR						
1	INV.#180517480	ENVIRONMENTAL	10.78	8-01-25-240-111	B	POLICE DEPT. S&M	R	06/20/18	07/06/18	
18-01145	06/20/18	AVCC00001		ACTION UNIFORM CO.						
1	INV.#19824	BADGES	1,100.00	8-01-25-240-299	B	MISC. EXPENSES	R	06/20/18	07/06/18	
18-01148	06/22/18	80100		BAYSHORE FORD PENNSVILLE						
1	INV.#1003027637	01 WIRE ASY	17.90	8-01-26-315-226	B	POLICE VEHICLES	R	06/22/18	07/06/18	
2	CONTROL		81.90	8-01-26-315-226	B	POLICE VEHICLES	R	06/22/18	07/06/18	
			99.80							
18-01149	06/22/18	45904		RUDERMAN, HORN & ESNERADO, PC						
1	PROFESSIONAL SERVICES	4/27/17	900.00	8-01-20-105-201	B	LABOR ATTORNEY	R	06/22/18	07/06/18	
2	NOVEMBER 3, 2017		1,170.00	8-01-20-105-201	B	LABOR ATTORNEY	R	06/22/18	07/06/18	
3	JANUARY 3, 2018		720.00	8-01-20-105-201	B	LABOR ATTORNEY	R	06/22/18	07/06/18	
			2,790.00							
18-01151	06/22/18	40737		EUROFINS QC, INC.						
1	INV.#1936777	6/15/18	118.00	8-09-55-508-248	B	LAB ANALYSIS	R	06/22/18	07/06/18	
18-01152	06/22/18	V5045		VINELAND ENVIRONMENTAL						
1	INV.#67833	HAA/TTHM R3173	800.00	8-09-55-508-248	B	LAB ANALYSIS	R	06/22/18	07/06/18	
18-01153	06/22/18	V5045		VINELAND ENVIRONMENTAL						
1	INV.#88057	TOTAL COLLFORM	200.00	8-09-55-508-248	B	LAB ANALYSIS	R	06/22/18	07/06/18	
18-01156	06/22/18	51118		TREASURER, STATE OF NEW JERSEY						
1	INV.#180517470	ENVIRONMENTAL	13,265.28	8-09-55-508-228	B	LICENSES & PERMITS	R	06/22/18	07/06/18	
18-01157	06/22/18	51118		TREASURER, STATE OF NEW JERSEY						
1	INV.#180517480	ENVIRONMENTAL	2,300.00	8-09-55-508-228	B	LICENSES & PERMITS	R	06/22/18	07/06/18	
18-01158	06/22/18	40737		EUROFINS QC, INC.						
1	INV.#1923004		171.00	8-09-55-508-248	B	LAB ANALYSIS	R	02/27/18	07/06/18	
18-01161	06/25/18	P0026		PITNEY BOWES INC - SUPPLIES						
1	INV.#1007634146	POSTAGE MACH.	120.00	8-01-43-490-222	B	POSTAGE	R	06/25/18	07/06/18	

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18-01164	06/25/18	COOK'S CLEANER	1 UNIFORM CLEANING 2/18-5/18	247.00	8-01-25-240-232	B CLOTHING & UNIFORMS	R		06/25/18	07/06/18		
18-01172	06/26/18	PRINTERS OF SALEM COUNTY, LLC	1 INV.#15378 CCR REPORT FLYERS	1,851.00	8-09-55-508-222	B OFFICE SUPPLIES	R		06/26/18	07/06/18		
18-01174	06/26/18	A & M PRODUCTS	1 INV.#9408 UNLINED GLOVES	129.80	8-01-26-290-239	B MACHINERY / PARTS / TOOLS	R		06/26/18	07/06/18		
18-01180	06/27/18	WALT'S DIXIE CHOPPER	1 INV.#0015515 BLADE & BELTS	199.81	8-09-55-508-253	B OTHER REPAIRS	R		06/27/18	07/06/18		
18-01181	06/27/18	CAMPBELL PLUMBING & SUPPLY,	1 INV.#5275 MATERIALS PURCHASED	339.66	8-09-55-508-218	B MATERIALS/SUPPLIES	R		06/27/18	07/06/18		
18-01238	06/29/18	DAVID CRESCENZI	1 INV.#2467190 DOMAIN RENEWAL	400.00	8-01-26-310-299	B MISC. EXPENSE	R		06/29/18	07/06/18		
18-01251	07/03/18	ND DEPT HEALTH & SENIOR	1 APRIL & JUNE DOG LICENSES	24.60	D-11-05-851-802	B DOG FEES DUE STATE OF NJ	R		07/03/18	07/06/18		
Total Purchase Orders:				81	Total P.O. Line Items:	141	Total List Amount:	103,725.82	Total Void Amount:	0.00		

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total	
CURRENT FUND	8-01	40,291.73	0.00	40,291.73	0.00	0.00	40,291.73	
W/S OPERATING	8-09	61,799.09	0.00	61,799.09	0.00	0.00	61,799.09	
	Year Total:	102,090.82	0.00	102,090.82	0.00	0.00	102,090.82	
DOG FUND	D-11	1,635.00	0.00	1,635.00	0.00	0.00	1,635.00	
Total of All Funds:		103,725.82	0.00	103,725.82	0.00	0.00	103,725.82	

**CITY OF SALEM
MINUTES OF THE COMMON COUNCIL MEETING
OF JUNE 18, 2018**

A meeting of the Common Council of the City of Salem was called to order President Karen Roots. The meeting took place at the 1 New Market Street at 6:30 p.m. The meeting was opened with the Pledge of Allegiance. Present: Council President Karen Roots, Councilpersons Ruth Carter, Earl Gage, Vaughn Groce, Sharon Kellum, Horace Johnson. Also in attendance were Jennifer Blumenthal-City Administrator, Andrea Rhea-City Solicitor, Dave Crescenzi-CFO, and Tierra M. Jennings-City Clerk. Councilman Walker and Councilwoman Lydia Thompson were absent.

INVOCATION

DEACONESS SALLY MAURER

STATEMENT OF THE OPEN PUBLIC MEETINGS ACT

NOTICE OF THE REGULAR MEETINGS OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SALEM, AS REQUIRED BY N.J.S.A. 10:4-6 ET SEQ., THE "OPEN PUBLIC MEETINGS ACT", HAS BEEN PROVIDED BY THE PUBLIC ADVERTISEMENT AND POSTING AT THE MUNICIPAL ANNEX OF A SCHEDULE ADOPTED BY RESOLUTION ON JANUARY 1ST, 2018 SETTING FORTH THE TIME, DATE AND PLACE OF ALL THE REGULAR MEETINGS OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SALEM.

APPROVAL OF PAYMENT OF BILLS

Motion made by Councilman Gage and seconded by Councilwoman Kellum to approve payment of bills. All in Favor. Motion carries

APPROVAL OF MINUTES

Motion made by Councilman Gage and seconded by Councilman Carter to adopt the minutes of May 21, 2018 (Open and Closed Session). All in favor. Motion carries.

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION

**CITY OF SALEM
RESOLUTION 2018-105**

**A RESOLUTION AUTHORIZING THE MUNICIPAL TAX COLLECTOR TO SEND
ESTIMATED TAX BILLS**

WHEREAS, N.J.S.A. 54:4-66.2 authorizes the Collector to prepare and deliver estimated tax bills upon approval of the governing body; and

WHEREAS, David Crescenzi as both the City's Tax Collector and Chief Financial Officer has requested that the City Council authorize estimated bills as he will be unable to complete mailing or delivery of tax bills by the statutory date due to a delay in the passage of the State of

New Jersey's budget and the Salem County Tax Board is therefore unable to certify Salem City's tax rate at this time and for other good cause;

NOW THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, pursuant to N.J.S.A. 54:4-66.3, as follows:

- (i) That the Tax Collector is hereby authorized to prepare and mail or otherwise deliver estimated tax bills pursuant to N.J.S.A. 54:4-66.2.
- (ii) The entire estimated tax levy for 2018, in accordance with the estimate of the Tax Collector/CFO in consultation with the County Tax Board in accordance with N.J.S.A. 54:4-66.3, is hereby set at \$8,784,882.67
- (iii) In accordance with the law the 3rd installment of 2018 taxes shall not be subject to interest until the later of August 10th, 2018 or the 25th calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter			X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum		X	X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2018-106**

**A RESOLUTION AUTHORIZING SIGNING THE FY2019 CITY OF SALEM
MUNICIPAL ALLIANCE SERVICES CONTRACT BETWEEN THE CITY, THE
MUNICIPAL ALLIANCE AND COUNTY OF SALEM**

BE IT HEREBY RESOLVED by the Common Council of the City of Salem in the State of New Jersey that the Mayor and City Clerk are hereby authorized, empowered and directed to sign the FY2019 City of Salem Municipal Alliance Services Contract between the City of Salem,

City of Salem Municipal Alliance and the County of Salem upon approval of the format of same by the City Solicitor.

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter			X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum		X	X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2018-107**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
A JURISDICTIONAL AGREEMENT WITH THE CITY OF SALEM
AND THE COUNTY OF SALEM FOR THE WALNUT STREET IMPROVEMENT
PROJECT**

WHEREAS, the City is interested in obtaining third party financial support from the South Jersey Transportation Planning Organization (SJTPO) to fund the construction of improvements to that part of a County road named Walnut Street, aka CR 665, part of which lies within its City boundary limits; and

WHEREAS, the subject third party funding entity has requested the County and the City specify the terms of their agreement that the City of Salem has jurisdiction as the County's agent to secure funding and construct improvements to Walnut Street for the County and the City's mutual benefit that are intended to safeguard pedestrian traffic; and

WHEREAS, after Walnut Street's reconstruction occurs based upon SJTPO grant funding and the City's subsequent construction activity the City and County agree that subsequent, perpetual maintenance of the Walnut Street shall be the County's sole obligation

NOW THEREFORE, BE IT RESOLVED, upon being awarded funds for the project by SJTPO, the City agrees to assume and obtain jurisdiction for roadway maintenance and control upon Walnut Street within its boundary in that area shown on the map entitled Salem County Public Roadway Jurisdictional Map, Walnut Street in the City of Salem and the City's jurisdiction shall be made temporary and shall cease upon completion of the subject Walnut Street renovation work as certified by both the County and City's Engineers

BE IT FURTHER RESOLVED by the Common Council of the City of Salem, in the County of Salem, in the State of New Jersey that the Mayor and City Clerk are hereby authorized, empowered and directed to sign jurisdictional agreement between the City of Salem and the County of Salem.

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter		X	X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum			X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2018-108**

**APPROVING THE RENEWAL OF PLENARY RETAIL DISTRIBUTION LICENSES
FOR ALCOHOLIC BEVERAGES**

WHEREAS, the following entities have applied to the City of Salem for renewal of Plenary Retail Distribution Licenses to sell alcoholic beverages for the year commencing July 1st, 2018 and ending June 30th, 2019 on premises set forth in said application; and

WHEREAS, the hereinafter named entities, the applicants, have complied with the requirements provided by law for the obtaining of such Plenary Retail Distribution Licenses; and

WHEREAS, no objections have been made to the granting of such licenses to said applicants, and the City Clerk has made careful examination of the documents for renewal, and finding the same to be in proper order and knowing of no reason why the license should not be granted;

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 hereinafter named applicants be hereby granted renewal of Plenary Retail Distribution Licenses, as numbered in this resolution, to sell alcoholic beverages at the premises stated, and subject to law and regulations:

<u>APPLICANT</u>	<u>PREMISES</u>	<u>LICENSE NO.</u>
OMRISH, INC.	331 East Broadway	1712-44-001-005
SALEM LIQUOR INC.	44 West Broadway	1712-44-009-008

BE IT FURTHER RESOLVED, that Tierra M. Jennings, City Clerk be and hereby is designated as the person authorized to issue the aforesaid licenses on behalf of the City of Salem, and furthermore shall forward a certified copy of this resolution to the Director of the New Jersey Division of Alcoholic Beverage Control, in accordance with the Director's instructions.

CITY LICENSE FEE CHARGED: \$300.00

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter		X	X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum			X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2018-109**

**A RESOLUTION APPROVING THE RENEWAL OF A CLUB LICENSE FOR
ALCOHOLIC BEVERAGES**

WHEREAS, the following entities have applied to the City of Salem for renewal of a Club License to sell alcoholic beverages for the year commencing July 1st, 2017 and ending June 30th, 2018 on premises set forth in said application; and

WHEREAS, the hereinafter named entity, the applicant has complied with the requirements provided by law for the obtaining of such Club License; and

WHEREAS, no objections have been made to the granting of such license to said applicant, and the City Clerk has made careful examination of the application for renewal, and finding the same to be in proper order and knowing of no reason why the license should not be granted;

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 hereinafter named applicants be hereby granted Club Licenses, as numbered in this resolution, to sell alcoholic beverages on the premises stated, subject to law and regulations:

APPLICANT

Fraternal Order of Eagles
Salem Aerie 1966

PREMISES

232 East Broadway

LICENSE NO.

1712-31-011-001

BE IT FURTHER RESOLVED, that Tierra M. Jennings, City Clerk be and hereby is designated as the person authorized to issue the aforesaid licenses on behalf of the City of Salem and furthermore shall forward a certified copy of this resolution to the Director of the New Jersey Division of Alcoholic Beverage Control, in accordance with the Director's instructions.

LICENSE FEE CHARGED: \$150.00 each

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter		X	X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum			X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2018-110**

**A RESOLUTION APPROVING ENGINEERING SERVICES FOR THE
WATER METER REPLACEMENT PROGRAM**

WHEREAS, the City of Salem approved a contract with City Engineers, Remington & Vernick for the calendar year 2018; and

WHEREAS, City requires engineering services related to water meter replacement program in the City; and

WHEREAS, Remington and Vernick Engineers has submitted a proposal to perform engineering services for the project as attached hereto by letter dated December 29, 2017; and

WHEREAS, the CFO has certified 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 Remington & Vernick Engineers are authorized to perform the engineering services as more fully outlined in its proposal letter for the sum not to exceed \$35,000. As available through and in accordance with the demolition bond loan program.

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter			X			
E. Gage	X		X			

V. Groce			X			
H. Johnson			X			
S. Kellum		X	X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2018-111**

**A RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT WITH
THE CWA LOCAL 1040**

WHEREAS, the CWA Local 1040 filed an unfair practice charge on behalf of the crossing guards against the City with the Public Employment Relations Commission; and

WHEREAS, the parties have resolved the same in accordance with the attached settlement agreement.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Salem that the Mayor is authorized to execute the attached settlement agreement on behalf of the City.

BE IT FURTHER RESOLVED that the CFO is authorized to issue back pay to the crossing guards in accordance with the agreement effective the next pay period.

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter			X			
E. Gage	X		X			
V. Groce					X	
H. Johnson			X			
S. Kellum		X	X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2018-112**

**A RESOLUTION APPROVING SOLICITATION OF PROPOSALS FOR
SPECIAL COUNSEL FOR THE IN REM FORECLOSURE PROCESS AND
CONSULTATION RELATED TO TAX LIENS**

BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the CFO and Clerk are authorized to solicit proposals for legal services related to in rem foreclosures and services as may be applicable to tax title liens held by the City of Salem. .

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter			X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum		X	X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2017-113**

**A RESOLUTION APPROVING THE RENEWAL OF PLENARY RETAIL
CONSUMPTION LICENSES FOR ALCOHOLIC BEVERAGES**

WHEREAS, the following entities have applied to the City of Salem for renewal of Plenary Retail Consumption Licenses to sell alcoholic beverages for the year commencing July 1st, 2018 and ending June 30th, 2019 on premises set forth in said application; and

WHEREAS, the hereinafter named entities, the applicants have complied with the requirements provided by law for the obtaining of such Plenary Retail Consumption Licenses;

WHEREAS, no objections have been made to the granting of such licenses to said applicants, and the City Clerk has made careful examination of the applications for renewal, and finding the same to be in proper order and knowing of no reason why the licenses should not be granted;

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 hereinafter named applicants be hereby granted Plenary Retail Consumption Licenses, as numbered in this resolution, to sell alcoholic beverages on the premises stated, subject to law and regulations:

<u>APPLICANT</u>	<u>PREMISES</u>	<u>LICENSE NO.</u>
Bravos Famous Pizza 2 LLC	179 West Broadway	1712-33-008-010

BE IT FURTHER RESOLVED, that Tierra M. Jennings, City Clerk be and hereby is designated as the person authorized to issue the aforesaid licenses on behalf of the City of Salem and furthermore shall forward a certified copy of this resolution to the Director of the New Jersey Division of Alcoholic Beverage Control, in accordance with the Director's instructions.

LICENSE FEE CHARGED: \$600.00 each

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter			X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum	X		X			
L. Thompson						X
R. Walker						X
K. Roots			X			

**CITY OF SALEM
RESOLUTION 2018-114**

**A RESOLUTION APPROVING ENGINEERING SERVICES FOR THE
DESIGN, PERMITTING AND CONSTRUCTION OF WELL NO. 9**

WHEREAS, the City of Salem approved a contract with Sickels and Associates as the City's wastewater engineers for the calendar year 2017 and 2018; and

WHEREAS, City requires engineering services related to the construction of Well No. 9; and

WHEREAS, Sickels and Associates has submitted a proposal to perform specific services related to all phases of the project and resolutions were adopted approving services through phase 9 of the project; and

WHEREAS, funding for the services will be available through USDA and NJDCA Small Cities grant programs, which programs require specific contractual provisions related to the engineering services; and

WHEREAS, Sickels and Associates has submitted a proposed contract as approved by the USDA for services related to the project.

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 an agreement with Sickels and Associates in the form attached hereto for services related to design, permitting and construction of well no. 9

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter			X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum		X	X			
L. Thompson						X
R. Walker						X
K. Roots			X			

Administration: (Roots, Hassler, Johnson, Carter)

Met on June 11. Went over personnel matters that cannot be discussed in open session

Public Safety: (Gage, Groce, Hassler, Carter)

Will meet next Monday Night unless other situations may arise

Public Works: (Groce, Roots, Hassler, Gage)

Had meeting right before council meeting. Discussed maintenance issues on sewer side.

Neighborhood Initiatives/ Community Service: (Thompson, Johnson, Roots, Carter)

Showers will need to be fixed. Filling of pool to be pushed back a few days around Thursday of this week with sampling on Monday.

City Property/Capital: (Carter, Walker, Kellum, Roots)

Will meet on July 9

MAYORAL COMMENTS

Stated that the evaluation has been done by Commissioner's Office regarding initiatives in regards to the City. They will be supplying additional resources to what the City has already had in place

The City of Salem will be the one of the cities to be under the State Resource Program

Feasibility Study has been completed for grocery store

Railroad project to be completed in September 2018. There has been a lot of progress made and is excited as to what is to come

Mayor spoke about Commerce Department meeting and stated that there was a lot of pieces of the NTI that were missing. The City reached out to NACA who provides mortgages for low to moderate income throughout the nation.

OLD BUSINESS

Earl stated they will need to do a follow up meeting about surface water

NEW BUSINESS

Vaughn stated that the rails need to be replaced on Grieves Parkway

PUBLIC PORTION

Curtis 111 8th Street- Aisha Schofield 385 East Broadway- Stated that are in business in shopping for residents. They can choose any store that they want called Store to Door. You can go on their website

Sharon Stevenson 110 Seventh Street- 108 Seventh Street grass is growing too high and that the mosquitos.

Joy Coleman- Stated that the dates for Council on newsletter are incorrect. Stated that there are dirt bikes that are on City streets. Also stated that she cannot hear when Council members are speaking. She ask for them to speak louder. Asked about street cleaner

Heather Ashfield- Stated that there has been a spree of arson fires. Council directed her to contact the Chief.

Motion made by Councilman Gage and seconded by Councilman Kellum to close public portion. All in Favor. Motion carries.

Motion made by Councilman Gage and seconded by Councilman Kellum to adopt Resolution 2018-115 for Closed Session. Roll Call. Motion carried 6-0

**CITY OF SALEM
RESOLUTION 2018-115**

**A RESOLUTION AUTHORIZING A CLOSED SESSION OF THE COMMON
COUNCIL OF THE CITY OF SALEM**

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 Common 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, the Common Council of the City of Salem 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:

- A. PERSONNEL
- B. LITIGATION

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.

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter	X		X			
E. Gage			X			
V. Groce			X			
H. Johnson			X			
S. Kellum		X	X			
L. Thompson						X
R. Walker						X
K. Roots			X			

When Council came out of closed session, the following business took place,

Motion made by Councilman Gage and seconded by Councilman Johnson to approve Memorandum of Understanding for SRA. All in Favor. Motion carries

**CITY OF SALEM
RESOLUTION 2018-116**

**A RESOLUTION APPOINTING TIERRA JENNINGS AS MUNICIPAL
COURT ADMINISTRATOR**

WHEREAS, the City of Salem has the need for a Municipal Court Administrator

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that Tierra Jennings be appointed as Municipal Court Administrator for the City of Salem for an annual salary of \$56,200.00 in accordance with the City Salary Ordinance .

BE IT FURTHER RESOLVED that said appointment shall be on an interim basis commencing July 2, 2018 and ending on July 2, 2019 during which time she shall endeavor to obtain her municipal court administrator certificate.

Adopted: June 18, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter			X			
E. Gage	X		X			
V. Groce			X			
H. Johnson			X			
S. Kellum		X	X			
L. Thompson						X
R. Walker						X
K. Roots			X			

ADJOURNMENT

With no further business before Council, Councilman Gage motioned to adjourn the meeting, Councilman Johnson seconded. Motion carried unanimously. The council meeting ended at pm.

Respectfully Submitted:

Approved: June 18, 2018

City Clerk

CITY OF SALEM
AN OFFICIAL PROCLAMATION HONORING NATIONAL
NIGHT OUT

WHEREAS, the Salem City Municipal Alliance, supported by the Governor’s Council against Drug and Alcohol Abuse (GCADA) is participating in the National Association of Town Watch’s (NATW) national community-building campaign on Tuesday, August 7, 2018 entitled “National Night Out”; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in your city to join over 38 million neighbors across approximately 16 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live; and

WHEREAS, neighbors in your city assist the local law enforcement agency through joint community-building efforts and support National Night Out 2018; and

WHEREAS, it is essential that all neighbors of your city come together with police and work together to build a safer, more caring community; and

NOW, THEREFORE We, Mayor and Common Council of Salem, do hereby call upon all neighbors of our city to join the Municipal Alliance, GCADA, and National Association of Town Watch in support for National Night Out on Tuesday, August 7, 2018.

FURTHER, LET IT BE RESOLVED THAT the mayor and Common Council, do hereby proclaim Tuesday, August 7, 2018 as “National Night Out” in Salem.

Officially recorded this 18TH day of June in the year of our lord two thousand eighteen.

ATTEST:

CITY OF SALEM

Tierra M. Jennings, City Clerk

Charles Washington, Jr. Mayor

**CITY OF SALEM
RESOLUTION 2018-**

A RESOLUTION APPROVING SETTLEMENT WITH G.P.M. ASSOCIATES

WHEREAS, the City Council authorized litigation in the Superior Court of New Jersey, Salem County, Law Division, Docket No. SLM- L -173- 17 entitled City of Salem vs. GE, Inc. et al; and

WHEREAS, the City has negotiated a settlement with G.P.M. Associates, Inc., one of the defendants in the above referenced proceeding; and

WHEREAS, the terms of the settlement are more fully set forth on the attached agreement and release, which is incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, that the settlement agreement with G.P.M. Associates is approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the attached settlement agreement and release .

ATTEST:

CITY OF SALEM

Karen Roots, Council President

Adopted: March 19, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter						
E. Gage						
V. Groce						
H. Johnson						
S. Kellum						
L. Thompson						
R. Walker						
K. Roots						

I, _____, 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 July 16, 2018.

Date

SETTLEMENT AGREEMENT AND RELEASE

NOW, this day of July, 2018 the CITY OF SALEM, New Jersey (“SALEM”) and G.P.M. Associates, Inc (“GPM”) hereby enter into this Settlement Agreement and Release (the “Settlement” or “Settlement Agreement”) to resolve all matters in dispute by and between them, that are and/or were the subject of the above-captioned action pending in the Superior Court of New Jersey, Salem County, Law Division, Docket No. SLM L-173-17, known as City of Salem vs. GE, Inc., et al (the “Action” or the “Litigation”), as follows:

The Parties to this Settlement Agreement desire to settle all of the rights, obligations and disputes asserted or that could have been asserted in the above-captioned litigation arising out of the professional services rendered by GPM and/or its agents, servants, partners, professionals, principals, and/or employees; and

WHEREAS, the Parties to this Settlement continue to deny any and all liability to one another; and

WHEREAS, this Settlement has been negotiated at arm’s length, and the Parties each believe that this Settlement is fair and equitable, and in their own best interests; and

WHEREAS, this Settlement provides substantial benefits to each Party hereto, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

A. **The Settling Defendant's Payment to the Association:** In exchange for the releases, promises and other good and valuable consideration referenced in this Settlement Agreement below, GPM shall pay to SALEM in good funds an amount equal to Eight Hundred and Fifty Thousand dollars (\$850,000.00). GPM's payment shall be made payable to the "Dilworth Paxson LLP, Trust Account." Such payment shall be made on or before August 6, 2018. The release terms of this Settlement Agreement and Release shall not become enforceable until SALEM through counsel receives confirmation that the GPM's funds have cleared after they have been deposited into Dilworth Paxson, LLP trust account.

In the event that any of the parties are in violation of the terms of this Agreement, the aggrieved party(ies) may bring a motion for enforcement of the terms of this Agreement. The prevailing party in such enforcement action shall be entitled to seek and recover costs of the enforcement action including counsel fees.

Upon receipt and clearance of the settlement sum, the parties, through counsel shall execute and file a Stipulation of Dismissal, with Prejudice of all claims and counterclaims between them, only, with the Superior Court of the State of New Jersey.

B. **SALEM's Release to GPM:** In consideration of the execution of this Settlement Agreement and the terms and provisions contained herein, including the payment by GPM to SALEM outlined in paragraph A above, SALEM by and through its officers, directors, agents, members, employees, and all manner of successors and assigns, hereby agrees that it/they shall not pursue any further litigation against GPM (with the possible exception of an action to enforce the terms of this Settlement should that become necessary), and in consideration of the promises contained herein, SALEM for and through

its officers, directors, agents, employees, and all manner of successors and assigns, hereby unconditionally and irrevocably forever discharges, acquits, releases, and remises GPM, its insurers, officers, directors, agents, partners, professionals, principals, employees, attorneys, parent and subsidiary corporations, (and where applicable) limited and/or general partners, and all manner of successors and assigns, jointly and severally, all and singularly, of and from all manner of actions and causes of action, suits, debts, accounts, bonds, covenants, agreements, judgments, liabilities, claims and demands of whatsoever kind, in law or in equity, known or unknown, foreseen and unforeseen, from the beginning of the world to the date of this Settlement, arising out of or relating to the design or construction of a project known as the City of Salem Surface Water Treatment Plant, Salem, N.J. (the "Project") as identified in the above-captioned Litigation, that were brought or that could have been brought in the Litigation, including without limitation claims for negligence, breach of contract, consumer fraud, legal or equitable fraud, misrepresentation, unjust enrichment, contribution, indemnity, exemplary damages, punitive damages or for attorneys' fees and costs, and claims by SALEM against policies of insurance issued by the GPM's insurers, whether they arise under federal law, state law, or any other jurisdiction of any kind including, without limitation, all those rights and claims assigned to SALEM or by any other party arising out of or associated with this Litigation; provided, however, that nothing herein shall constitute a release or discharge with respect to any party's right to enforce this Release.

SALEM's Release applies to those claims, known and unknown, that have been asserted or could have been asserted by SALEM against GPM, its insurers, officers, directors, agents, partners, professionals, principals, employees, attorneys, parent and

subsidiary corporations, (and where applicable) limited and/or general partners, and all manner of successors and assigns, jointly and severally, all and singularly. This release pertains only to the claims that SALEM made or could have made against GPM. Any and all claims which SALEM has made or could have made against any other party involving or arising out of the Project are specifically excluded from the scope of this Agreement.

C. SALEM agrees to indemnify and hold GPM harmless from all cross-claims for contribution and/or indemnification, which have been asserted, or could have been asserted, in this Litigation by any party seeking to have the jury assign a percentage of liability against GPM under the Joint Tortfeasors Act.

D. In further consideration, GPM hereby releases, waives and discharges any Counterclaim raised by it or capable of having been raised by him in the above Litigation against SALEM and its employees, agents, officers, directors, assigns or successors, and further assigns as may be allowed by law all such claims and defenses to SALEM.

E. In the manner set forth in detail herein, it is the intention of the parties that neither SALEM nor GPM, nor their successors, assigns, heirs, agents, employees, attorneys, insurers or other persons who may have rights in this matter, will initiate or pursue future litigation regarding claims associated with the Project as identified in the above-captioned Litigation, against one another (with the exception, if necessary, of actions designed and intended to enforce this Settlement or its separate provisions).

F. This Settlement contains the sole and entire agreement between the Parties, and fully supercedes any and all prior agreements and understandings pertaining to the subject matter hereof. The Parties represent and acknowledge that, prior to executing this Settlement, each consulted with its counsel, each party obtained the advice of its counsel

prior to making the decision to execute this Settlement, and that each party has not relied upon any representation or statement not set forth in this Settlement made by any party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement. No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Settlement.

G. The Parties to this Settlement Agreement, by execution of it, agree only that the terms are entered to avoid the risks of trial, and that nothing within this Agreement shall be a representation or admission or limitation of liability by any party.

H. The terms of this Settlement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and any third party taking by, through or under any party hereto.

I. The Parties acknowledge that each of them participated in the negotiation and drafting of this Settlement with the assistance of counsel and waive the defense of *contra proferentum*, i.e. that this Settlement or any part thereof may be ambiguous and therefore construed against any party as the drafter thereof.

J. If any term of this Settlement, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this settlement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Settlement shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, if either the payment (Section A), the release (Section B), or the indemnification provision (Section C) are found to be unenforceable or invalid by a court of competent jurisdiction, then such invalidity or unenforceability shall be cause for

rescission of the entire Agreement at the election of the Party whose interests are injured by the finding of invalidity or unenforceability.

K. The Parties understand that this Settlement Agreement shall not be effective until formally approved by the City Council of the City of SALEM.

L. GPM agrees to cooperate with SALEM 's continuing prosecution of the Litigation by making Project records that it has in its possession available and to comply with any subpoena properly served upon GPM or its present or former principles during the pendency of this Litigation for the purpose of providing any document or testimony relevant thereto, consistent with the Rules Governing the Courts of the State of New Jersey. GPM shall further provide currently known addresses of present or former employees or representatives involved in the Project to SALEM's counsel concurrently with execution of this Settlement Agreement.

M. Counsel for the Parties shall each execute and SALEM, through its counsel, shall file a Stipulation of Dismissal with prejudice and without costs of the litigation as between them, promptly following the clearance of the funds paid under Paragraph A, above.

N. This Settlement shall be interpreted under the laws of the State of New Jersey. It is agreed that neither this Settlement nor any of the terms hereof may be offered into evidence or otherwise used for any purpose in any subsequent litigation other than in a summary action to enforce the provisions contained herein.

O. This Settlement may be executed in counterparts, and multiple copies of this Settlement may be executed, each of which, however, shall be one and the same document. Facsimile or scanned signatures shall be binding to the same effect as originals and the

Parties agree to be bound thereby and to waive any argument that such facsimile signatures are invalid.

P. Any headings in this Settlement are for convenience of reference only and are not a material part of this Settlement.

Q. Each party represents and warrants that he/she/it has the authority to enter into, and be bound by, this Settlement and that the individuals executing this Agreement on their respective behalf have full authority to sign and bind them to these terms..

R. Confidentiality. It is a material inducement for the Parties to enter into this compromise and settlement of their disputes and differences that such disputes and differences, and the terms and provisions of this Agreement, shall be, and remain, strictly confidential. Accordingly, the terms of this Agreement shall not be disclosed to any Person, except that the terms of this Agreement may be disclosed: (a) as required by law or court order; (b) to any insurer or reinsurer of the Settling defendant; (c) to counsel, accountants, property managers, unit owners, and auditors of any of the Parties to this Agreement; (d) in any action or proceeding between the Parties where the existence or terms of the Agreement are at issue; or (e) by written agreement of the Parties. If this Agreement or its terms are disclosed pursuant to subparagraphs (a) or (d) above, the party disclosing such information shall give prior written notice thereof to each of the other Parties. If this Agreement or its terms are disclosed pursuant to subparagraphs (b), (c), or (c) above, the party disclosing such information shall advise the recipient of the provisions of this paragraph.

CITY OF SALEM

Dated: _____

By: _____
Name Title

G.P.M. Associates, Inc

Dated: _____

By: _____
Name Title

**CITY OF SALEM
RESOLUTION 2018-118**

A RESOLUTION AUTHORIZING TIERRA M. JENNINGS, COURT ADMINISTRATOR AS SIGNER ON THE SALEM CITY MUNICIPAL COURT BANK ACCOUNTS RELATED TO THE BAIL AND GENERAL ACCOUNT

WHEREAS, Salem City maintains a bank account related to the office of the Salem City Municipal Court Bail Account fees and disbursements at FRANKLIN BANK under account number 1900018717; and

WHEREAS, Salem City maintains a bank account related to the office of the Salem City Municipal Court General Account fees and disbursements FRANKLIN BANK under account number 1900018727; and

WHEREAS, the City wishes to have clarified on the records of the Banks that Tierra M. Jennings, MCA shall be an authorized signer and authorized agent in all respects regarding said accounts; now therefore

BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that Tierra M. Jennings, MCA is to be denoted as authorized signer and authorized agent in all respects in relation to the aforesaid accounts and all Court Officials are authorized, empowered and directed to execute any and all documents and/or take such other actions as are necessary or required by the said bank to implement the foregoing effective immediately.

ATTEST:

CITY OF SALEM

Place Name Here, City Clerk

Karen Roots, Council President

ADOPTED: JULY 16, 2018

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
R. Carter						
E. Gage						
V. Groce						
H. Johnson						
S. Kellum						
L. Thompson						
R. Walker						

K. Roots							
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I, Place Name Here, 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 July 16, 2018.

Date

Place Name Here, City Clerk

cityadmin@cityofsalemnj.gov

From: Tierra M. Jennings <Tierra.Jennings@judiciary.state.nj.us>
Sent: Thursday, July 12, 2018 1:48 PM
To: cityadmin@cityofsalemnj.gov
Subject: AGENDA ITEMS FOR THIS MONDAY NEEDED FOR SALEM CITY COURT

Good Afternoon, Jennifer. Please add resolution to this Monday's agenda to put me as a signer for checks for the Court's bail and general account. The resolution is already in the folder. Please let me know if you have any questions.

Tierra M. Jennings, Municipal Court Administrator
Salem City (1712)
129 West Broadway
Salem, NJ 08079
Phone: (856) 935-1734
Fax: (856) 935-0319
Email: tierra.jennings@njcourts.gov

Confidentiality Notice The documents accompanying this emailed transmission contain information from the Salem City Municipal Court, which are CONFIDENTIAL and/or LEGALLY PRIVILEGED. The information is intended only for the use of the individual and entity named in this transmittal sheet. If you are NOT the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this emailed information is strictly prohibited, and that the documents should be returned to the SALEM CITY MUNICIPAL COURT forthwith. In this regard, if you have received the email in error, please notify the Salem City Municipal Court immediately at (856) 935-1734.