

**CITY OF SALEM**  
**COMMON COUNCIL CAUCUS MEETING MINUTES**  
**DECEMBER 13, 2021**  
**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, Slaughter, Smith, Gage Absent: Groce

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

**APPROVAL OF MINUTES:**

2-15-21 regular meeting minutes	4-5-2021 special meeting minutes
3-8-2021 caucus meeting minutes	4-12-2021 caucus meeting minutes
3-8-2021 executive session minutes	4-12-2021 executive session minutes
3-15-2021 regular meeting minutes	4-19-2021 regular meeting minutes
3-29-2021 special meeting minutes	4-19-2021 executive session minutes
4-1-2021 special meeting minutes	

Motion: Gregory and Second Kellum

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

**APPROVAL OF BILLS:**

Motion: Gregory and Second Kellum

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

**MAYORAL APPOINTMENT:**

Mayor Washington Appointed Zachary Nappa as a Special Police Officer, Class II

**SWEARING IN OF OFFICER NAPA:**

Mayor Washington officiated over the swearing in of Zachary Nappa as a Special Police Officer, Class II

**PUBLIC PORTION FOR AGENDA ITEMS ONLY:**

Motion to open: Gregory and Second: Kellum

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

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

Janice Roots, Craven Ave. Salem, asked about availability of the Agenda prior to the meetings.

Motion to close the public portion on agenda items: Gregory and Second: Kellum  
All Council Members present voted in favor in a voice vote.

### **INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:**

RES. 2021-236      A RESOLUTION AUTHORIZING THE CITY TREASURER TO MAKE  
TRANSFERS OF 2021 BUDGET APPROPRIATIONS

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

RES. 2021-237      A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT  
WITH HMR ARCHITECTS, PA FOR A PRESERVATION PLAN AND  
FEASIBILITY STUDY FOR THE SARAH NICHOLSON ALLEN HOUSE, 67  
WEST BROADWAY IN SALEM, NEW JERSEY

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

RES. 2021-238      A RESOLUTION CONCURRING IN THE APPOINTMENT OF ZACHARY  
NAPPA TO THE POSITION OF CLASS II SPECIAL POLICE OFFICER OF THE  
CITY OF SALEM POLICE DEPARTMENT

Motion to table: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2021-239      A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC  
IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY  
OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12 These items are for  
(4) *Matters pertaining to a collective bargaining agreement*  
(7) *Matters relating to litigation, negotiations and attorney-client privilege*

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

RES. 2021-240      A RESOLUTION SETTING REORGANIZATION

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

RES. 2021-241      A RESOLUTION AUTHORIZING THE CITY TO ACCEPT SMALL  
CITIES CDBG 2021 GRANT AND AUTORIZING THE MAYOR TO SIGN  
THE GRANT AGREEMENT

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

RES. 2021-242      A RESOLUTION AUTHORIZING CLERK TO OBTAIN SPECIFICATIONS  
AND COST ESTIMATES FOR RECREATIONAL AREAS WITHIN THE CITY  
OF SALEM

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

RES. 2021-243      A RESOLUTION AUTHORIZING AN EMERGENCY APPROPRIATION

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

### **COMMITTEE REPORTS:**

**ADMINISTRATION** (Gage, Gregory, Kellum, Smith)

Councilman Gage stated that the committee discussed the WIPA process and the EMS contract.

**PUBLIC SAFETY** (Gage, Smith, Groce, Davis)

Mr. Angeli said that there was an outbreak of COVID at the police station.

**PUBLIC WORKS** (Groce, Gregory, Gage, Slaughter)

No report

**ORDINANCE/BUILDINGS AND GROUNDS** (Cline, Slaughter, Smith, Groce)

The committee reported that there was no new Ordinances until 2022. Mr. Angeli spoke about the bleachers and the pool.

**NEIGHBORHOOD INITIATIVES/PARKS AND RECS** (Slaughter, Kellum, Cline, Davis)

Councilwoman Slaughter spoke about the fundraising for the bleachers. She spoke about Clean Communities and what she had planned for 2022. Mr. Davis spoke about the basketball court on Hubbell.

**ECONOMIC AND COMMUNITY DEVELOPMENT** (Davis, Smith, Gregory, Kellum)

Councilwoman Davis spoke about the need to demo burnouts.

**QIZ COMMITTEE REPORT** (Cline, Gregory, Groce, Gage)

Mr. Bailey spoke about the plan to have an open house in the QIZ zone and using CDBG funds for home improvement. He spoke about making QIZ a redevelopment area.

**MAYOR'S COMMENTS:**

No comments

**ADMINISTRATOR REPORT:**

Mr. Angeli spoke about the need to reward the voting districts based on the latest census. He spoke about the minimum wage increase, the new telephone company being brought in and various other topics throughout the City

**CFO REPORT:**

Ms. Nunez spoke about the new telephone company and the resolution for a special emergency for the utility fund.

**COMMERCE DIRECTOR REPORT:**

Mr. Bailey spoke about an NJEDA meeting about expired tax credits.

**OLD BUSINESS:**

Councilwoman Kellum spoke about the bids for the HVAC system in the library.

**NEW BUSINESS:** None**PUBLIC PORTION:**

Motion to open: Gregory and Second: Kellum

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

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

Cheryl Maurer, Craven Ave., Salem, asked what time the meeting would be on the 29<sup>th</sup>. Janice Roots, Craven Ave, Salem, Asked about the rewarding of voting districts process and why it was needed. She requested that the police Chief address the issue of gun violence in the City. She asked if there was any joint training between police and school staff. Mr. Gage said that he would reach out to the Chief on the issue. Ms.

Roots asked if the agenda could be on the website ahead of time. She spoke about a situation where she overpaid her property taxes.

Motion to close the public portion on agenda items: Gregory and Second: Kellum  
All Council Members present voted in favor in a voice vote.

**EXECUTIVE SESSION:**

Motion to go into executive session: Gregory and Second: Kellum  
All Council Members present voted in favor in a voice vote.

Mr. Angeli stated that Executive Session would last about one hour and that no action can be taken in a closed session. He said that action can be taken after the executive Session.

The Governing Body, City Solicitor, CFO and City Admin/Clerk moved into a closed session.

Motion to leave executive session: Gregory and Second: Kellum

Mr. Angeli stated that no action was taken in Executive Session and that all members that entered the session are still present.

**ADJOURNMENT:**

Motion: Gregory and Second: Kellum  
All Council Members present voted in favor in a voice vote.

Minutes respectfully submitted by:

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Ben Angeli, RMC

*NEXT COUNCIL MEETING: DECEMBER 20, 2021 AT 6:30 PM*

**CITY OF SALEM**  
**MAYORAL APPOINTMENTS**

Pursuant to the Authority conferred by N.J.S.A. 40A:61-4 (f) and the Ordinances of the City of Salem, **Zachary Nappa** is hereby appointed as Special Police Officer, Class II of the City of Salem effective December 16, 2021. This appointment is subject to all required approvals, including, but not limited to the N.J. Civil Service Commission and N.J. State Police Training Commission; and satisfactory completion of all required post appointment approval confirmations including, but not limited to Dept of Local Government Services, background reviews. Further employment is contingent upon successful completion of the training academy.

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City of Salem

Charles Washington, Mayor

# OATH OF OFFICE

I, **ZACHARY NAPPA**, do solemnly swear, that I will support the Constitution of the United States, and the Constitution of the State of New Jersey, and that I will bear true faith, and allegiance to the same, and to the Governments, established in the United States, and in this State, under the authority of the people, and that I will faithfully, impartially, and justly perform, all of the duties of, the office of **SPECIAL POLICE OFFICER, CLASS II** in the City of Salem, in the State of New Jersey, according to the best of my ability. So help me God.

Sworn and subscribed to before me:



This Day: December 13, 2021

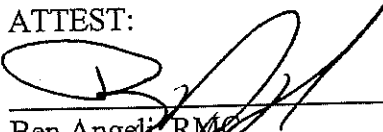


**CITY OF SALEM**  
**RESOLUTION 2021-236**

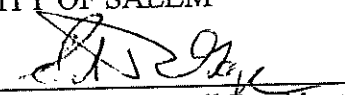
**A RESOLUTION AUTHORIZING THE CITY TREASURER TO MAKE  
TRANSFERS OF 2021 BUDGET APPROPRIATIONS**

**BE IT HEREBY RESOLVED**, by the Common Council of the City of Salem, County of Salem, State of New Jersey that the City Treasurer is hereby authorized and directed to make the attached transfers of budget appropriations in the 2021 Municipal Budget.

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 December 13, 2021

Date

12-13-21

  
Ben Angeli, RMC

	AUTHORIZING BUDGET TRANSFERS FOR FISCAL YEAR 2021 APPROPRIATIONS IN THE AMOUNT OF \$212,072.00 IN THE CURRENT FUND and \$80,000.00 WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriations transfers during the last two (2) months of the fiscal year, when it has been determined that it is necessary to expend for any of the purposes specified in the budget an amount in the excess of the sum appropriated therefore and where it has been further determined that there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill the purpose of such appropriation. NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Salem, County of Salem, State of New Jersey, the Chief Financial Officer Kenia Nunez-Acuna, be and the same is hereby authorized to make transfers among the Fiscal Year 2021 Budget in the amount of \$206,072.00 Current Fund and \$80,000.00 in the Utility Fund as follows:		
count Id	GENERAL FUNDS ACCOUNT DESCRIPTION	from	to
01-23-220-101	EMPLOYEE GROUP INSURANCE	206,072.00	-
01-20-170-200	Economic Development Oher Expense	6,000.00	
01-20-100-111	General Administration SW	-	3,300.00
01-20-110-111	MAYOR & COUNCIL S&W	-	700.00
01-20-120-111	MUNICIPAL CLERK S&W	-	1,200.00
01-20-155-200	LEGAL SERVICES OTHER EXPENSE		29,000.00
01-20-165-101	ENGINEERING SERVICES	-	7,500.00
01-21-180-101	PLANNING BOARD	-	500.00
01-25-240-200	POLICE DEPT. OTHER EXPENSES	-	12,000.00
01-26-290-111	STREET MAINTENANCE S&W	-	60,000.00
01-26-290-200	STREET MAINT. OTHER EXPENSE	-	1,000.00
01-26-302-111	STREET CLEANING S&W	-	2,500.00
01-26-302-200	STREET CLEANING OTHER EXPENSE	-	500.00
01-26-310-200	BUILDINGS & GROUNDS OTERH EXPENSES	-	25,500.00
01-27-340-101	DOG REGULATION	-	5,622.00
01-31-430-101	ELECTRICITY	-	25,000.00
01-31-435-101	STREET LIGHTING	-	5,000.00
01-31-440-101	TELEPHONE	-	11,250.00
01-32-465-299	SANITARY LANDFILL OTHER EXP	-	11,500.00
01-43-490-111	MUNICIPAL COURT S&W shet 15c	-	10,000.00
		212,072.00	212,072.00
09-55-508-000	W/S OPERATING ACCOUNT DESCRIPTION	from	to
09-55-508-100	W/S OPERATING SALARIES	80,000.00	-
09-55-508-200	W/S OTHER EXPENSES	-	80,000.00



**CITY OF SALEM  
RESOLUTION 2021-237**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT  
WITH HMR ARCHITECTS, PA FOR A PRESERVATION PLAN AND  
FEASIBILITY STUDY FOR THE SARAH NICHOLSON ALLEN HOUSE, 67 WEST  
BROADWAY IN SALEM, NEW JERSEY**

**WHEREAS**, the City owns the property known as the Sarah Nicholson Allen House, 67 West Broadway in Salem, NJ; and

**WHEREAS**, the City in connection with the 67 West Broadway Ad hoc Committee has been investigating ways and means to restore this Historical Property; and

**WHEREAS**, the City of Salem has received a Certified Local Grant (CLG) in the amount of \$44,760.00 for a Preservation and Feasibility Study the Sarah Nicholson Allen House, 67 West Broadway in Salem, NJ; and

**WHEREAS**, the City adopted Resolution 2021-194 on 10-18-21 to advertise a Request for Proposals for a Preservation Plan for the Sarah Nicholson Allen House, 67 West Broadway in Salem, NJ

**WHEREAS**, after opening and review of the proposals it was determined that the proposal submitted by HMR Architects, PA of Princeton NJ was the most beneficial proposal for the City of Salem.

**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, after final review by the City Attorney is authorized to sign a contract with HMR Associates, PA of Princeton NJ for a Preservation Plan for the Sarah Nicholson Allen House, 67 West Broadway in Salem, NJ.

**ATTEST:**

Ben Angeli, RMC

**CITY OF SALEM**

Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on December 13, 2021.

Date

Ben Angeli, RMC

# AIA Document B104™ – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of December in the year Two thousand and twenty-one  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Salem  
17 New Market Street  
Salem, NJ 08079

and the Architect:  
(Name, legal status, address and other information)

HMR Architects, PA  
821 Alexander Road  
Princeton, NJ 08540

for the following Project:  
(Name, location and detailed description)

Sarah Nicholson Allen House  
Preservation Plan and Feasibility Study

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

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11. COMPENSATION
12. SPECIAL TERMS AND CONDITIONS
13. SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

See HMR Architects' proposal dated November 30, 2021

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of Instruments of Service without agreement to protocols governing the use of, and reliance on, the information contained in the Instruments of Service, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the Instruments of Service, and each of their agents and employees.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

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(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

**.1 General Liability**

\$1,000,000 each occurrence  
\$2,000,000 general aggregate

**.2 Automobile Liability**

\$1,000,000

**.3 Workers' Compensation**

\$1,000,000

**.4 Professional Liability**

\$2,000,000 per claim  
\$2,000,000 aggregate

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

*(Paragraph deleted)*

§ 3.1.2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, Project site, and alternative approaches to the program and preservation of the building. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Planning Documents for the Owner's approval consisting of the Preservation Plan and Feasibility Study appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Preservation Plan and Feasibility Study to the Owner, and request the Owner's approval.

*(Paragraphs deleted)*

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services two ( 2 ) visits to the site by the Architect. The Architect shall conduct site visits in excess of that amount as an Additional Service.

*(Paragraph deleted)*

§ 4.2.4 If the services covered by this Agreement have not been completed within eight ( 8 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

*(Paragraphs deleted)*

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services; that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

*(Paragraph deleted)*

§ 5.9 The Owner shall provide the Architect access to the Project site.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the cost estimate shall include the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The cost estimate also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The cost estimate does not include the compensation of the Architect, unless specifically included; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

*(Paragraph deleted)*

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

*(Paragraphs deleted)*

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 - TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.



§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1. Termination Fee:

N/A

2. Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum  
(Insert amount)

(Paragraphs deleted)

Fixed Fee of \$41,098

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:

(Table deleted)

(Paragraph deleted)

§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

HMR Architects hourly rates for additional services:

Employee or Category	Rate
Principal	\$190/hr
Project Manager	\$175/hr
Architectural Staff	\$100-\$120/hr

## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable expenses are billed at the Architect's cost without markup and are not-to-exceed \$1,825.

## § 11.9 Payments to the Architect

### § 11.9.1 Initial Payment

An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

(Paragraphs deleted)


- .4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)  
HMR Architects' proposal dated November 30, 2021.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Robert W. Russell, AIA, Principal  
HMR Architects, P.A.

\_\_\_\_\_  
(Printed name, title, and license number, if required)

**CITY OF SALEM  
RESOLUTION 2021-238**

**A RESOLUTION CONCURRING IN THE APPOINTMENT OF ZACHARY NAPPA  
TO THE POSITION OF CLASS II SPECIAL POLICE OFFICER OF THE CITY OF  
SALEM POLICE DEPARTMENT**

**WHEREAS**, the City of Salem has a need to hire Class II Special Police Officer; and

**WHEREAS**, the Mayor wishes to hire Zachary Nappa to the position of Class II Special Police Officer of the City of Salem Police Department; and

**WHEREAS**, pursuant to N.J.S.A. 40A:61-4(f) the Council has the right of advice and consent with respect to such hiring; and

**WHEREAS**, the Common Council of the City of Salem, hereby concurs with the appointment of Zachary Nappa to the position of Class II Special Police Officer.

**NOW THEREFOR BE IT HEREBY RESOLVED** that the Common Council of the City of Salem, County of Salem and State of New Jersey, hereby consents to the appointment of Zachary Nappa to the position of Class II Special Officer of the City of Salem Police Department at a salary of \$20.00 per hour and an effective starting date of December 16, 2021.

**ATTEST:**

\_\_\_\_\_  
Ben Angeli, RMC

**CITY OF SALEM**

\_\_\_\_\_  
Earl Gage, Council President

*MMB/CO*

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

I, Ben Angeli, 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 December 13, 2021.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ben Angeli, RMC

**CITY OF SALEM  
RESOLUTION 2021-239**

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

- (4) *Matters pertaining to a collective bargaining agreement*  
(7) *Matters relating to litigation, negotiations and attorney-client privilege*

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

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

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

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

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

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

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

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

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

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

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

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

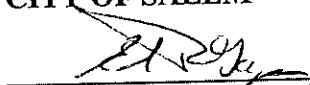
- (4) *Matters pertaining to a collective bargaining agreement*
- (7) *Matters relating to litigation, negotiations and attorney-client privilege*

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

**ATTEST:**

  
Ben Angeli, RMC

**CITY OF SALEM**

  
Earl Gage, Council President

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

I, Ben Angeli, 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 December 13, 2021.

12-13-21  
Date

  
Ben Angeli, RMC

**CITY OF SALEM  
RESOLUTION 2021-240**

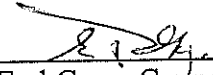
**A RESOLUTION SETTING REORGANIZATION**

**BE IT RESOLVED** that the annual Reorganization of the Common Council of the City of Salem shall be held on January 1, 2022 commencing at 10:00 AM at the Old Salem County Court House on the corner of Market and Broadway in Salem, N.J.

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 December 13, 2021.

12-13-21  
Date

  
Ben Angeli, RMC



**CITY OF SALEM  
RESOLUTION 2021-241**

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT SMALL  
CITIES CDBG 2021 GRANT AND AUTHORIZING THE MAYOR TO SIGN  
THE GRANT AGREEMENT**

**WHEREAS**, the City of Salem has applied for the Small Cities CDBG 2021 Grant; and

**WHEREAS**, the City has been awarded \$107,000.00 the New Jersey Department of Community Affairs;  
and

**WHEREAS**, the City of Salem desires to accept the award; and

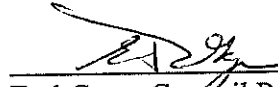
**WHEREAS**, the City of Salem desires to authorize the Mayor to sign the agreement (Attachment "A")  
presented by the State of New Jersey, Department of Community Affairs; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Salem, in the County  
of Salem, New Jersey hereby accepts the grant award in the amount of \$107,000.00 and authorizes the mayor  
to sign the grant agreement.

**ATTEST:**

  
Ben Angeli, RMC

**CITY OF SALEM**

  
Earl Gage, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a  
true and correct copy of a Resolution adopted by the Common Council of the City of Salem on December 13,  
2021.

12-13-21  
Date

  
Ben Angeli, RMC

**GRANT/LOAN AGREEMENT**

**BETWEEN THE**

**STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS**

**AND**

**City of Salem**

**GRANT/LOAN AGREEMENT NUMBER: 2021-02292-0299-00**

**PROGRAM NAME: Small Cities CDBG 2021**

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections:

- A. Specific Terms and Conditions;
- B. Agreement Budget;
- C. Work Plan; and
- D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant and/or loan.

**RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES**

The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

**FOR RECIPIENT USE ONLY:**

**ACCEPTED AND AGREED TO FOR RECIPIENT:**

BY: The Honorable Charles Washington  
Mayor  
Salem City

**FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY:**

**DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:**

BY: Dipali Patel  
Fiscal Administrator

I attest that sufficient funds have been appropriated by the  
State Legislature and are available for this grant/loan award.

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL OFFICER:**

BY: Janel Winter  
Division Director

## AGREEMENT DATA SHEET

(X) GRANT ( ) LOAN

**PROJECT INFORMATION**

FUNDING PROGRAM NAME:  
PROJECT TITLE:  
SERVICE AREA(S):

Small Cities CDBG 2021  
Salem City Housing Rehabilitation  
City of Salem

**RECIPIENT INFORMATION**

AGENCY NAME:  
ADDRESS:

City of Salem  
17 New Market Street  
Salem, New Jersey 08079-1408

CHIEF FINANCIAL OFFICER:  
VENDOR ID #  
TELEPHONE NUMBER:  
CHARITIES REGISTRATION #:  
(Nonprofit Agencies Only)  
DUNS #:

Ms. Kenia Nunez  
216001146-99  
(856) 935-0373  
EX0000000  
018226670

**STATE INFORMATION**

DEPARTMENT:  
DIVISION:  
ADDRESS:

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
Division of Housing and Community Resources  
101 South Broad Street, 5th Floor  
PO Box 806  
Trenton, NJ 08625-0806

CONTACT PERSON:  
TELEPHONE NUMBER:

Colleen Devereux  
(609) 633-6329

**FEDERAL INFORMATION**

FEDERAL AWARD AGENCY NAME: Department of Housing and Urban Development  
CFDA NAME:

**FUNDING AMOUNT AND SOURCE OF FUNDS**

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (Federal Funds)	2021-100-022-????-078-F292-20SC-6120	\$107,000.00	
Federal Award #:	Total Amount Federal Award: \$6,852,205.00	Federal Award Date:	
B20DC340001		7/1/2020	
<b>SUBTOTAL</b>		<b>\$107,000.00</b>	
<b>OTHER FUNDS</b>		<b>\$90,000.00</b>	
<b>TOTAL</b>		<b>\$197,000.00</b>	

**GRANT/LOAN AWARD PERIOD**

GRANT/LOAN AWARD PERIOD: January 01, 2021 THROUGH: December 31, 2022  
LENGTH OF AWARD PERIOD: 2 Years  
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: March 31, 2023

**PURPOSE OF GRANT/LOAN**

This award will provide funding to fight Slum and Blight by helping low income residents in the community rehabilitate homes to maintain sustainable living conditions and removing burnt out dilapidated housing structures that pose a threat to the health and safety to residents.

**Section A      SPECIFIC TERMS AND CONDITIONS**

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

**1. BONDING AND INSURANCE****Fidelity Bonding:**

- ☒ (X) Fidelity Bonding with the limit of liability of at least \$ 50,000.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- ☐ ( ) No Fidelity Bonding shall be required.

**Insurance(s):**

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- ☐ ( ) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- ☐ ( ) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- ☐ ( ) Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability Insurance with a limit of not less than \$100,000.
- ☐ ( ) Additional Insurance Coverage(s) required:
- ☒ (X) No Additional Insurance shall be required.

**2. METHOD OF PAYMENT****Advance Payment**

- ☐ ( ) An Advancement of Funds in the amount of \$      shall be made.
- ☒ (X) No Advancement of Funds shall be made.

**Payment Type****Payments shall be made as indicated below:**

- (X) Reimbursement payments based on the actual rate of disbursement shall be made
- ( ) Monthly
- (X) Quarterly
- ( ) Other: Quarterly Minimum \$20,000
- ( ) Other:

**Final Payment Withheld**

- ( ) Final payment of \$0.00 shall be withheld pending receipt of final reports.
- (X) No Final payment shall be withheld.
- ( ) Other:

**3. BUDGET VARIANCE FLEXIBILITY**

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department.

**4. PROJECT INCOME****Project income, if any, shall be:**

- ( ) Added to project funds to further eligible program objectives; or
- ( ) Deducted from Recipient's payment request for allowable costs; or
- ( ) Used for the cost-sharing or matching requirement; or
- (X) Returned to the Department.
- ( ) Not Applicable.

## 5. FINANCIAL AND PERFORMANCE REPORTING

**Financial Reports** - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget Included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

**Performance Reports** - A Performance report(s) indicating the progress of the project shall be submitted:

- ☐ Monthly
- ☒ Quarterly
- ☐ Annually
- ☐ Other:

**Final Report** - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

## 6. AUDIT REQUIREMENTS

- ☒ Audit Required.
- ☐ Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

**Audit Costs** - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- ☐ Provided for by this Grant/Loan Agreement.
- ☐ Provided by the Recipient from other funding sources.
- ☒ Not Applicable.

**Additional Schedules** - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- ☐ Additional Supplemental Schedules required as listed below:
- ☒ No Additional Supplemental Schedules required.

## 7. GRANT ADMINISTRATION AUTOMATION

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the DCA System for Administering Grants Electronically (<https://dcasage.intelligrants.com/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

**FEDERAL LOBBYING CERTIFICATION  
FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned, on behalf of the Recipient, hereby certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**FOR RECIPIENT:**

**BY: The Honorable Charles Washington**



## NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

## APPLICATION FOR GRANT FUNDS

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, 'Debarment and Suspension,' the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. have not within a 3-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

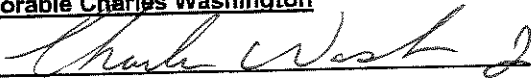
The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

## NAME OF AGENCY

Salem City

## NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

The Honorable Charles Washington  
Mayor



**NOTE:** The following document related to Debarment and Suspension as required by Federal regulations will be used as the basis for completion of this certification:

List of *parties excluded* from Federal Procurement or Non-Procurement Programs. This document is distributed by U.S. General Services Administration, U.S. Office, Washington, D.C. This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.





HR GA Type

SECTION C  
Page 1 of 2

## GRANT/LOAN AGREEMENT: 2021-02292-0299-00

## Small Cities Community Block Grant Program

GRANTEE: City of Salem

Scope of Services

1. The City of Salem (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department) and shall comply with the Grant Agreement Compliance Items and Schedule as set forth in Exhibit I, Section C, of this grant agreement.
2. The Grantee shall use up to \$107,000 of Community Development Block Grant Funds provided under this grant agreement for the administration and rehabilitation of up to six (6) owner-occupied single-family homes of low-income households located throughout the town. These are eligible activities under the provisions of Section 105 (a) (4) and (13) of the Housing and Community Development Act of 1974 as amended. The program will serve approximately 16 residents of low or moderate income.
3. The Grantee shall establish a property rehabilitation program with funds provided in paragraph 2 (above) and indicated in Section B in this grant agreement. The funds shall be issued to eligible recipients and shall be used for property rehabilitation activities in accordance with the provisions of the Rehabilitation Assistance Policy and Procedural Manual to be developed in accordance with Paragraph 5 below. The Grantee shall complete the program by the end date of the grant award period. Expenses incurred by the Grantee after the end of this period are made at the risk of the Grantee. Unobligated balances as of the end of the grant award period revert to the control of the Department.
4. The rehabilitation program will benefit approximately 6 households of low and moderate income. Low and moderate income is defined as the combined household and/or family income that does not exceed the current Section 8 Income Limits for residents of the county as determined by the federal Department of Housing and Urban Development, or as may be subsequently revised by the agency. Access to the most recent income limits can be found at the following websites:
  - a. <https://www.huduser.gov/portal/datasets/il.html> - US Department of Housing and Urban Development website and in Data Sets click on - Income Limits, current year, IL Documentation, NJ, the county and view county
  - b. <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html> - NJ Small Cities CDBG Program website and scroll to General Information then click on Current HUD Income Limits and follow the same instructions as above
5. The Grantee shall within 90 days of the execution of this grant agreement, prepare, and adopt a "Rehabilitation Assistance Policy and Procedures Manual" (hereafter Manual) for the administration, processing, and implementation of the property rehabilitation program described in Paragraph 3 above. The Manual shall be submitted to and approved by the Department prior to disbursement of funds for property rehabilitation activities. The Manual shall be incorporated as part of this grant agreement and maintained on file with the Department and shall be consistent with the guidelines in Section C, Exhibit II, of this grant agreement. The Department must approve any subsequent changes or revisions to the approved Rehabilitation Assistance Policy and Procedures Manual in writing.

SECTION C  
Page 2 of 2

- a. The Manual must include provisions to include housing rehabilitation services for manufactured/mobile homes, if applicable.
  - b. The Manual must indicate that Grantee will install smoke and carbon-monoxide detectors as required by applicable codes in all housing units assisted with SC-CDBG Program funds.
6. The Grantee shall not incur costs for any activity set forth in this grant agreement prior to the execution of this grant agreement, except for those activities required to comply with the environmental review procedures for Title I Community Development Block Grant programs as set forth in federal regulation 24 CFR Part 58 and to prepare the administrative framework required for grant management. Furthermore, no funds shall be released to the Grantee until the Department has certified in writing that the Grantee has complied with the environmental review procedures cited above.
7. Prior to the disbursement of funds for the purposes described in Paragraph 2, Section C, of this grant agreement, the Grantee shall submit to the Department, for the Department's approval:
  - a. Certification from the Grantee that \$5,350 in required matching funds has been allocated toward this project. Matching funds shall be used for payment of housing rehabilitation activities that exceed the grant amount.
  - b. A statement describing efforts to be undertaken by the Grantee to affirmatively further fair housing.
  - c. Evidence that the Grantee has officially adopted the State Citizen Participation Plan, based on guidelines provided by the Department.
8. Administration of this project shall be the responsibility of the Grantee and shall be performed in accordance with the grant management plan submitted by the Grantee to the Department for the Department's approval. The approved plan shall be incorporated as part of this grant agreement by reference. The Grantee may retain the services of consultants to assist in administering this project provided that the Department, prior to their signing, approves the terms of any agreements with said consultants in conformance with guidelines provided to the Grantee by the Department.
9. In making disbursements to any third party with whom the Grantee may contract to undertake the activities described in Paragraph 2, Section C, of this grant agreement, the Grantee shall ensure that disbursements are made after the Grantee has assured that the activities are completed in a satisfactory manner.
10. Any Advertising, articles, or signs posted about this project must include an acknowledgment of the State's and federal government's involvement in the project. Your advertisements in any medium used must contain the following wording in a prominent place: *Financial assistance for this (these) activity (ies) is made possible by a grant in the amount of (as specified above in Paragraph 2, Section C) from the New Jersey Department of Community Affairs, Division of Housing and Community Resources, New Jersey Small Cities Community Development Block Grant Program, (name of the) Governor of the State of New Jersey, (name of the) Commissioner of the New Jersey Department of Community Affairs. Funding for the State's CDBG Program was provided by a grant from the United States Department of Housing and Urban Development, State Community Development Block Grant Program.*

**SECTION C**  
**Exhibit I**

**GRANT AGREEMENT COMPLIANCE ITEMS AND SCHEDULE**

**NOTE:** *Failure to comply with this schedule without the prior permission of the Department of Community Affairs is grounds for termination of the Small Cities CDBG award.*

1. For all grants, Grantee must electronically sign and submit the grant agreement to the Department within fifteen (15) days.
2. For all grants, Grantee must set up and maintain files and record systems within the municipality or County office within thirty (30) days.
3. Within thirty (30) days, Grantee must provide the Department with the following documents for its review and approval:
  - a. Submission of the environmental review determination of exemption or equivalent if the proposed project is Exempt or Categorically Excluded and documentation shows compliance with 24 CFR Part 58.5 is not triggered (section 58.35(a) or section 58.35(b)) - see "Environmental Review" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>
  - b. Submission of the Request for Release of Funds and Environmental Certification if the proposed project is Categorically Excluded and documentation shows compliance with 24 CFR Part 58.5 is triggered (section 58.35(a)) or an Environmental Assessment is required (section 58.36 and 58.40) see - "Environmental Review" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>
  - c. Certification of Efforts to Comply with Section 3 of the Housing and Urban Development Act of 1968 requirements 24 CFR Part 135 (see "Section 3 Requirements" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
  - d. Provide the Department a copy of draft consultant agreements for review and approval prior to execution (see "Grant Management" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
4. Within ninety (90) days, Grantee must submit a set of final cost estimates and bid specifications (for Public Facility and Innovative Development projects only).
5. Within ninety (90) days, Grantee must provide the Department with the following document for its review and approval (for a Housing Rehabilitation grant only):
  - a. Provide the Department with a "Housing Rehabilitation Policy and Procedural Manual" for housing rehabilitation projects (see "Model Housing Rehabilitation Policy and Procedural Manual" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)

SECTION C  
Exhibit II  
Page 1 of 2

GUIDELINES  
REHABILITATION POLICY AND PROCEDURES MANUAL

At a minimum, the manual describing the Grantee's rehabilitation policy and procedures must include information that addresses each of the sections in the following outline. The content of the manual should be detailed enough so that someone unfamiliar with the program can understand how it works. This document and subsequent amendments to it must be adopted by resolution by the governing body of the Grantee and receive approval by the Department. It may be used after the initial program is completed to govern the Grantee's use of program income and recaptured funds.

***The manual must include a provision giving priority to applicants with emergency rehabilitation situations. An emergency situation is one in which the building occupants face a serious and immediate threat to their health and safety.***

POLICIES AND PROCEDURES OUTLINE

I. PROGRAM PURPOSE

Briefly describe the goals the program is intended to achieve.

II. ELIGIBILITY

Describe any target area(s) to which funds will be directed and the criteria to be applied to select program participants. In all cases, the most recent federal Section 8 income limits must be used.

III. ELIGIBLE ACTIVITIES

Clearly describe what improvements will be addressed. Such improvements must conform with the State Rehabilitation Code (N.J.A.C. 5:23-6). In all situations, funds must first be directed to eliminate code violations and to abate conditions that threaten the life or health of residents. Energy conservation and weatherization improvements are also eligible. Improvements intended primarily for cosmetic purposes may not be funded with Small Cities Program funds.

IV. FUNDING TERMS

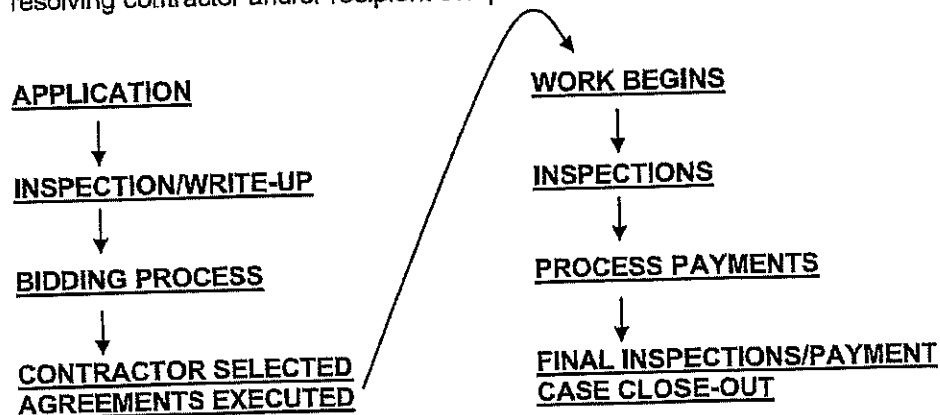
Spell out the conditions or terms for a Housing Rehabilitation grant/loan associated with the assistance provided. Where applicable, indicate interest rates, payment schedules, security requirements (e.g., liens, collateral, etc.) and forgiveness or deferment provisions.

**SECTION C**  
**Exhibit II**  
**Page 2 of 2**

**V. IMPLEMENTATION PROCESS**

Describe each step of the entire process as set forth below.

- A. Application – include a sample form; list documents that applicants must provide; and specify where, when and to whom applications are submitted.
  - B. Selection – specify how eligibility is determined; how and by whom inspections are performed and work write-ups and cost estimates are prepared, including lead paint inspections and write-ups.
  - C. Bidding and Awarding Contracts – describe how rehabilitation contractors are selected and approved and how and when appropriate agreements are executed. Comply with the requirements in Paragraph 3.4, Section D of this grant agreement to procure services for building inspection and cost write-ups, lead safety, asbestos and mold removal services.
  - D. Construction – indicate how and when work on the unit will be inspected and how and under what conditions payments will be made to the contractor. Often provision is made for interim and final payments, following inspection by the appropriate code official of the work performed and sign-offs by the homeowner and the local program coordinator.
- VI. Describe staffing and job responsibilities of each person involved in administering the program.
  - VII. Describe marketing strategy and include copies of all forms, logs, form letters, and inspection reports to be used in the program.
  - VIII. Establish a mechanism for hearing and deciding appeals of staff decisions and for resolving contractor and/or recipient complaints.





**SECTION D**  
**Page 1 of 2**

**GRANT/LOAN AGREEMENT: 2021-02292-0299-00**  
**Small Cities Community Development Block Grant**  
**GRANTEE: City of Salem**

**PROGRAM PROVISIONS**

**1. GENERAL SMALL CITIES PROVISIONS**

- 1.1 The Grantee is responsible for the completion of Financial Status Reports, Quarterly Progress Reports, Section 3 Reports, and a Final Performance Report during the term of this Agreement, as contained on the Small Cities website in the Small Cities Community Development Block Grant Program Handbook;  
<http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>
- 1.2 The Grantee shall return all program income as defined in 570.489 (e) of 24 CFR Part 570 as prescribed by the Department. The Grantee may use program income in accordance with a plan approved by the Department and in accordance with guidelines set forth in the Small Cities Program Handbook, if applicable.
- 1.3 The Grantee agrees to comply with all program requirements in the Small Cities Handbook and with changes made by the Department during the term of this Agreement.
- 1.4 The Department shall recover up to the full amount of the grant awarded under the terms of this Agreement if project activities for which funds are provided do not satisfy one of the statutory objectives of the Community Development Block Grant Program as set forth in the Housing and Community Development Act of 1974, as amended.

**2. CONTINUANCE OF PROGRAM FUNDING**

- 2.1 The Grantee shall provide for the continuous administration and management of the program covered by this Agreement through its conclusion within the approved cost for program administration set forth in Section B of this Agreement. This provision does not restrict the use of funds from other sources to pay for such costs.
- 2.2 The Grantee agrees to provide additional funds in excess of the grant amount that may be necessary to complete the project activities described in Section C of this Agreement.
- 2.3 The funds provided by this grant agreement are solely for the activities described in Section C. The inability on the part of the Grantee to complete the activities funded with this grant will result in termination of the grant agreement.

**SECTION D**  
**Page 2 of 2****SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****3. OTHER ASSURANCES**

- 3.1 Where federal and State requirements differ, the more stringent requirement shall be followed.
- 3.2 Any interest earned by funds disbursed by the Department to the Grantee but not disbursed by the Grantee in a timely fashion shall be returned to the Department in accordance with instructions provided by the Department.
- 3.3 The Grantee agrees to pay for the cost of any required Single Audit. The Department reserves the right to conduct or contract for additional audits which are necessary to carry out its responsibilities under Federal and State law or regulation. Any additional audit effort shall be planned and carried out in such manner as to avoid duplication of audits carried out under the federal Single Audit Act of 1984, New Jersey Department of Treasury Circular Letter 93-05, and subsequent revisions to State audit policy. Arrangements for the cost of such additional Audits shall be made by the Department.
- 3.4 The Grantee agrees to use Competitive Contracting, N.J.S.A. 40A:11-4.1 through 4.5 (no bid threshold is permitted in 4.1) for the procurement of all professional services (engineering, architectural) and all grant management services including all service contracts for housing programs (excluding Rehabilitation Contractors), if grant funds will be used for these expenses. Cost must be a factor in the evaluation process of the proposal. More than one proposal must be received and evaluated using criteria. Grantee shall comply with all procedures in the statute and avoid conflicts of interest. The procurement process must receive approval from the Department prior to the award and Grantee will maintain records sufficient to detail the significant history of the procurement. Cost incurred that do not comply with Competitive Contracting will not be eligible for reimbursement.
- 3.5 The Grantee agrees to manage the selection and approval of housing rehabilitation contractors as described in the Rehabilitation Policy and Procedures Manual approved by the Department and as described in Paragraph V, C in Section C, Exhibit II of this grant agreement.
- 3.6 The Grantee agrees to require that all rehabilitation contractors and inspectors be registered in the New Jersey Division of Consumer Affairs home improvement contractors register prior to acceptance to the housing program. Grantee shall maintain proof of registration in the project files.

**4. TERMINATION**

The Department reserves the right to terminate its commitment to fund the project if there is no progress on the project set forth in this Agreement within six (6) months of the starting date of the Agreement.

**CITY OF SALEM  
RESOLUTION 2021-242**

**A RESOLUTION AUTHORIZING CLERK TO OBTAIN SPECIFICATIONS  
AND COST ESTIMATES FOR RECREATIONAL AREAS WITHIN THE CITY  
OF SALEM**

**WHEREAS**, the City is the owner of real properties, commonly known as the Walnut Street field and the City pool that have provided decades of enjoyment and recreation for the youth programs and Salem residents; and

**WHEREAS**, the City Council remains dedicated to continuing to provide recreational facilities for the general enjoyment and welfare of Salem City residents; and

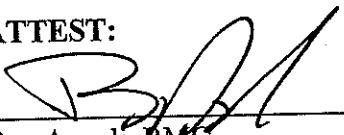
**WHEREAS**, in order to continue to provide access to the recreational facilities, certain upgrades or renovations are contemplated; and

**WHEREAS**, in order to ascertain the scope and budget of the above projects, the City needs to obtain the costs associated with them, and consider any funding sources that might be available, including, but not limited to, grants and donations made to the City for such projects.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Common Council of the City of Salem that the Clerk is authorized to obtain specifications and cost estimates from the City Engineer for the refurbishment, replacement and/or renovation of the bleachers at the Walnut Street field, including a proposed timeline associated with the project.

**BE IT FURTHER RESOLVED** that the Clerk is authorized to obtain specifications and cost estimates for the refurbishment and/or repair of the City pool, along with a timeline associated with the project.

**ATTEST:**

  
Ben Angeli, RMC

**CITY OF SALEM**

  
Earl Gage, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on December 13, 2021.

12-13-21  
Date

  
Ben Angeli, RMC

**CITY OF SALEM  
RESOLUTION 2021-243**

**A RESOLUTION AUTHORIZING AN EMERGENCY APPROPRIATION**

**WHEREAS**, an emergency has arisen with respect to Utility Fund Operations, the Wastewater Supervisor and Superintendent of the Utility Fund and Public Works, both resigned within 1 (one) month of each other leaving the City of Salem without appropriate certified personnel; and the City having to contract with outside professional contractors possessing the certification needed to maintain operable the Utility Operations while maintaining compliance with NJ Dept. of Environmental Protection concerning wastewater management, and no adequate provision was made in the 2021 budget for the unforeseen aforesaid purpose, and

**WHEREAS**, N.J.S.A. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

**WHEREAS**, the total amount of emergency appropriation(s) created including the appropriation to be created by this resolution is \$90,000.00, and three percent of the total operations in the budget for the year is \$ 3,678,670.78

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the city of Salem, County of Salem, State of New Jersey (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-48 that:

1. An emergency appropriation be and the same is hereby made for in the amount of \$90,000.00
2. That said emergency appropriation shall be provided in full in the 2022 budget.
3. That the Chief Financial Officer has certified that the expenditures to be financed through this resolution are related to the aforementioned emergency.
4. That two certified copies of this resolution be filed with the Director of Local Government Services.

**ATTEST:**

  
Ben Angeli, RMC

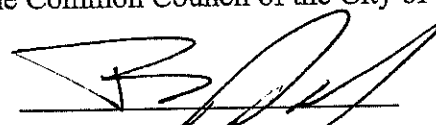
**CITY OF SALEM**

  
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 December 13, 2021.

12-13-21  
Date

  
Ben Angeli, RMC

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
TRENTON, N.J.

EMERGENCY APPLICATION – N.J.S.A. 40A:4-46

Permission is hereby granted to the City of Salem in the County of Salem under the provisions of N.J.S.A. 40A:4-46 the following emergency appropriation in the amount of \$90,000.00 for the purpose of:

Water/Sewer Utility – Other Expense

The resolution authorizing the emergency appropriation was adopted at the meeting of the governing body on December 13, 2021 and a certified copy was filed with the Division on December 16, 2021.

Approved for:  
Director, Division of Local Government Services

By: 

Christine M. Zapicchi, Chief  
Bureau of Financial Regulation and Assistance

Date: December 16, 2021

To: Ben Angoli, Municipal Clerk  
City of Salem  
17 New Market Street  
Salem, New Jersey 08079

CC: Chief Financial Officer

This statement must be prepared in duplicate by the Chief Financial Officer or other responsible official, and must be filed with the Municipal Clerk prior to the adoption of the emergency resolution. The duplicate thereof must be filed with the Director of Local Government Services at the time of filing the emergency resolution.

Need of Emergency Appropriation:

[DOCUMENT FULLY THE CIRCUMSTANCES FOR THE EMERGENCY RESOLUTION. SHORT TERSE STATEMENTS SUCH AS "INSUFFICIENT APPROPRIATION," "ROADS NEED REPAIR" ARE NOT ACCEPTABLE AND WILL ONLY DELAY THE REVIEW OF THE EMERGENCY.]

Date of Occurrence: April 16, 2021 last day of the Wastewater Supervisor and June 30, 2021 last day of the Superintendent of the Utility Fund and Public Works, leaving the City of Salem without appropriate certified personnel; and the City having to contract with outside professional contractors possessing the certification needed to maintain operable the Utility Operations while maintaining compliance with NJ Dept. of Environmental Protection concerning wastewater management.

Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation? YES

Have any payments been made in connection with this emergency appropriation? YES

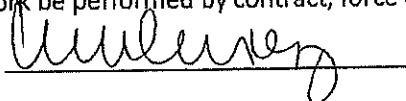
If costs are in excess of \$44,400.00 for either labor or materials, or both, will bids be advertised for?

We unsuccessfully advertise for the two vacancies, leaving the City no other options but enter into a contract agreement with the contracted professionals. We did not receive any responses when we advertised for the two vacancies. In the past (2018 and 2019) the current contractors served as Contractors for the Utility Funds when certified personnel was not available.

If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? Will be on 12/13/2021

Will work be performed by contract, force account or otherwise? CONTRACT

Signed



Title CHIEF FINANCIAL OFFICER