CITY OF SALEM COMMON COUNCIL REGULAR MEETING AGENDA **DECEMBER 20, 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, Groce, Kellum, Slaughter, Smith, Gage

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

APPROVAL OF BILLS:

Motion: Gregory and Second Kellum

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

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

Motion to open: Gregory and Second: Kellum

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

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

No comments or questions were offered.

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

PROCLAMATION:

Mayor Washington read proclamation Honoring the Salem HS players and coaches for winning the 2021 NJSIAA South/Central regional State Championship.

Mayor Washington read proclamation Honoring the Salem Junior Rams players and coaches for winning the Sophomore League Division Championship.

PRESENTATION:

Council President Earl Gage read a proclamation honoring the service of Mayor Charles Washington, Jr.

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

A RESOLUTION AUTHORIZING THE FORECLOSURE OF TAX TITLE LIENS RES. 2021-244 IN REM Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote. A RESOLUTION APPROVING PROPOSAL FROM THE CITY ENGINEERS TO RES. 2021-245 PREPARE A WATER UTILITY RISK AND RESILIENCE ASSESSMENT AND AN EMERGENCY RESPONSE PLAN AS REQUIRED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote. RESOLUTION AUTHORIZING A REFUND OF OVERPAYMENT OF REAL RES. 2021-246 PROPERTY TAXES TO CORELOGIC FOR BLOCK 76, LOT 15 Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote. A RESOLUTION APPROVING AGREEMENT AND AUTHORIZING RES. 2021-247 THE MAYOR TO SIGN AN AGREEMENT WITH MONMOUTH TELECOM FOR PHONE SERVICE Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote. A RESOLUTION ACKNOWLEDGING THE STATE OF NEW JERSEY RES, 2021-248 INCREASE OF THE MINIMUM WAGE AND AUTHORIZING PAYROLL TO ADJUST THIS RATE FOR CITY EMPLOYEES EFFECTIVE JANUARY 1, 2022 Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote. A RESOLUTION AUTHORIZING THE CITY TREASURER TO MAKE RES. 2021-249 TRANSFERS OF 2021 BUDGET APPROPRIATIONS Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a Roll Call Vote. A RESOLUTION APPOINTING SEAN GLYNN AS PART TIME DEPUTY RES. 2021-250 MUNICIPAL TREASURER FOR THE CITY OF SALEM Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote. A RESOLUTION AUTHORIZING THE CARRY OVER OF ACCRUED RES. 2021-251 VACATION TIME TO BE EXTENDED FOR CERTAIN EMPLOYEES Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote. A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC RES. 2021-252 IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12 These items are for (8) Matters relating to the employment relationship Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote. AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE RES. 2021-253 CITY OF SALEM AND THE TOWNSHIP OF CARNEYS POINT FOR PRIMARY EMERGENCY MEDICAL SERVICE BASIC LIFE SUPPORT (AMBULANCE) COVERAGE Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2021-254

RESOLUTION AUTHORIZING SIGNING AGREEMENT WITH LAURY

PLUMBING AND HEATING FOR REPLACEMENT OF THE HVAC SYSTEM IN

THE LIBRARY

Motion to Introduce: Gregory Second: Kellum Councilman Davis voted no and all remaining Council Members present voted in favor in a voice vote.

RES, 2021-255

RESOLUTION AUTHORIZING AN AGREEMENT WITH COMPLETE

CONTROL SERVICES, INC FOR COMMUNICATIONS AND

INSTRUMENTATION SERVICES FOR VARIOUS WATER UTILITY

LOCATIONS

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

RES. 2021-256

A RESOLUTION APPROVING THE USE OF THE COMPETITIVE

CONTRACTING PROCESS FOR THE PROCUREMENT OF THE SERVICES OF

AN INDEPENDENT FINANCIAL ADVISOR

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

MAYOR'S COMMENTS:

Mayor Washington said that it has been a pleasure serving the people of Sam as Mayor. He thanked everyone that has helped and supported him during his years as Mayor.

OLD BUSINESS: None

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.

Janice Roots, Craven Ave., Salem, spoke about the 65 Billion dollar Jobs Act and stated that there was money available from the Biden Administration. She asked about broadband in the City and if the City has had any discussion about broadband. She stated that there are a lot of children that do not have access to the internet. Councilwoman Kellum asked if the City and County should apply for the funds jointly or separately. She asked why the City was hiring another CFO and was that person working under Ms. Nunez. Mr. Angeli said tha he would be working with Ms. Nunez and that he was not going to be a CFO. Councilman Groce said that it was a short term appointment.

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:

Ben Angeli/RMC

NEXT COUNCIL MEETING: JANUARY 1, 2022 AT 10:00 AM

AT THE OLDE COUNTY COURTHOUSE

THE CORNER OF MARKET AND BROADWAY IN SALEM

CITY OF SALEM AN OFFICIAL PROCLAMATION

HONORING THE SALEM JR. RAMS PLAYERS AND COACHES FOR WINNING THE SOPHOMORE LEAGUE DIVISION CHAMPIONSHIP

WHEREAS, the Salem Jr. Rams completed a winning and undefeated 2021 season and advanced to the Sophomore League Division Championship; and

WHEREAS: The Salem Jr. Rams defeated the Paulsboro Red Raiders in the Championship game by a score of 7-0; and

WHEREAS, the Salem Jr. Rams team members are:

:#1 KJ Robinson Jr., #3 Rashon Cheeks, #4 Aaron Spence, #5 Masye Turner, #6 Darryl Cabbel, #7 Jashon Brown, #8 Marshall Thomas, #9 Jermaine Spence Jr., #10 Sion Gillis, #11 Sincere Gross, #13 Kaden Robbins, #14 Jonah Lewis, #16 Omari Parsons,#17 Aiden Mason, #18 Malakai Mills, #19 Jaidan Mason, #20 Kaheem Long, #21 Cashmere Parsley, #22 Solomon Lewis, #27 Gerrod Busch, #28 Dameir Bundy, #38 Ashar Johnson, #41 Jayon Thompson, #51 Gene Anderson. #54 Jamari Anderson, #84 Gage Lyons, #97 Saheen Walls; and

WHEREAS, the Salem Jr. Rams coaches are:

Rickie Turner (Coach Roc Saban), Kevin Robinson, John Sackes, Davon Mills, Ricky Watts, James Douglas and James Davidson; and

WHEREAS, these players and their coaches have represented our City in the most positive way with their hard work and dedication to their sport; and

WHEREAS, these Salem City players are a true reflection of the young people who represent the Great City of Salem; and

WHEREAS, it is well and proper to officially recognize and bestow honor upon the Salem Jr. Rams for winning the 2021 Sophomore League Division Championship.

NOW THEREFORE, the undersigned duly authorized Officials of the City of Salem in the County of Salem and State of New Jersey, do hereby proclaim and declare honor upon the Salem Jr. Rams for winning the 2021 Sophomore League Division Championship.

Officially Recorded this 20th day of December in the year of our Lord Two Thousand Twenty-One.

ATTEST:	CITY OF SALEM
Ben Angeli, RMC	Charles Washington Jr. Mayor

CITY OF SALEM AN OFFICIAL PROCLAMATION

HONORING THE SALEM HS RAMS PLAYERS AND COACHES FOR WINNING THE 2021 NJSIAA SOUTH/CENTRAL REGIONAL STATE CHAMPIONSHIP

WHEREAS, the Salem HS Rams completed an 11-2 overall record for 2021; and

WHEREAS: on November 6th, the Rams defeated Keyport HS 51-0 in the NJSIAA Central Jersey Group 1 Tournament Quarterfinal game; and

WHEREAS, on November 13th, the Rams defeated Audubon HS 42-7 in the NJSIAA Central Jersey Group 1 Tournament Semifinal game; and

WHEREAS, on November 20th, the Rams defeated Paulsboro HS 13-12 in the NJSIAA Central Jersey Tournament Group 1 Final game and became Sectional Champions for the first time since 1983; and

WHEREAS, on December 5th, the Rams defeated Woodbury HS in the NJSIAA South Jersey Tournament Group 1 Final game and became State Champions; and

WHEREAS, NJ Advance Media/ NJ.com named the Salem Rams HS Football team the #1 ranked team in Group 1 for the 2021 season

WHEREAS, these players and their coaches have represented our City in the most positive way with their hard work and dedication to their sport; and

WHEREAS, these Salem City players are a true reflection of the young people who represent the Great City of Salem; and

WHEREAS, score boards determine champions of games but it's how we conduct ourselves on and off the field that establishes us as champions of life; you have represented yourself and our City well and are Salem City's Champions!; and

WHEREAS, it is well and proper to officially recognize and bestow honor upon the Salem HS Rams for winning the 2021 NJSIAA SOUTH/CENTRAL REGIONAL STATE CHAMPIONSHIP.

NOW THEREFORE, the undersigned duly authorized Officials of the City of Salem in the County of Salem and State of New Jersey, do hereby proclaim and declare honor upon the Salem HS Rams for winning the 2021 NJSIAA SOUTH/CENTRAL REGIONAL STATE CHAMPIONSHIP.

Officially Recorded this 20th day of December in the year of our Lord Two Thousand Twenty-One.

ATTEST:	CITY OF SALEM
Ben Angeli, RMC	Charles Washington Jr. Mayor

CITY OF SALEM RESOLUTION 2021-244

A RESOLUTION AUTHORIZING THE FORECLOSURE OF TAX TITLE LIENS IN REM

WHEREAS, pursuant to the provisions of N.J.S.A. 54:5-104.29 et seq., the Tax Collector of the City of Salem has certified to the City Council that the City of Salem, a municipality in the County of Salem, New Jersey is the holder of certain Tax Sale certificates covering the lands for the amounts, including subsequent municipal liens, as shown on the Tax Foreclosure list hereto annexed and made a part hereof being schedules 1 to 11; and

WHEREAS, the Mayor and Council of the City of Salem desire to proceed with the foreclosure action on seven (11) municipal Tax Lien Certificates on 12-27-2021.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Salem that the City of Salem Tax Collector and Adam I. Telsey, Esquire are authorized to foreclose said certificates by summary proceedings, In Rem as provided by N.J.S.A. 54:5-104.29 to 54:5-104.75

AND, BE IT FURTHER RESOLVED, that the Clerk certify a copy of this Resolution and file it on the public record.

ATTEST:

Ben Angeli, ŘMC

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	ļ		
J. Smith			X			
E. Gage			X	<u> </u>		

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 20, 2021

12-20-24

Date

Ben Angeli

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HT#F OWNE FIRST AMERICAN FUNDING LLC OOOS FIRST AMERICAN FUNDING LLC OOOO KAUR, BALJIT OOOTO KAUR, BALJIT OOOTO KAUR, BALJIT OOOTO RODRIGUEZ, GERARDO OOOTO RODRIGUEZ, GERARDO OOOTO PROMISE HOUSE INCORPORAT OOOOO PROMISE HOUSE INCORPORAT OOOOO PROMISE HOUSE INCORPORAT OOOOO PROMISE HOUSE INCORPORAT OOOOO PROMISE HOUSE INCORPORAT OOOOOS PROMISE HOUSE INCORPORAT 13.1 PROMISE HOUSE, INC
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Schedule

CITY OF SALEM RESOLUTION 2021-245

A RESOLUTION APPROVING PROPOSAL FROM THE CITY ENGINEERS TO PREPARE A WATER UTILITY RISK AND RESILIENCE ASSESSMENT AND AN EMERGENCY RESPONSE PLAN AS REQUIRED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the City of Salem operates the City Water Utility; and

WHEREAS, the America's Water Infrastructure Act of 2018 (AWIA) requires community water systems that serve more than 3,000 people to complete a Risk and Resilience Assessment (RRA) and develop or update an Emergency Response Plan (ERP); and

WHEREAS, the City Engineers, Remington and Vernick (R&V) through their Water Resource Management Division (WRM) has submitted a proposal (Attachment "A") to complete the State required RRA and ERP; and

WHEREAS, the proposal to complete the RRA and EPA is \$15,000.00; and

WHEREAS, it is in the best interests of the City to have the RRA and EPA completed as soon as possible; and

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

NOW THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that it accepts the proposal from R&V presented by the WRM Division.

500

CITY OF SALEM

Earl Gage, Council President

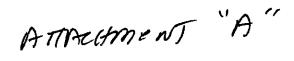
COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis	<u></u>		X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter			X			
J. Smith			X			
E. Gage			X	<u> </u>		<u> </u>

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 20, 2021.

12-20-21

Ben Angeli, RMC

Date





2059 Springdale Road, Cherry Hill, NJ 08003

December 10, 2021

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

Re:

Salem Water Department

Proposal for Engineering Services

EPA Water Utility Risk & Resilience Assessment

Dear Mr. Angeli:

WATER RESOURCE MANAGEMENT (WRM) is pleased to submit this proposal to the Salem Water Department (SWD) for professional engineering consulting services in support of the preparation of a WATER UTILITY RISK & RESILIENCE ASSESSMENT as required by the United States Environmental Protection Agency (EPA). As you may be aware, the America's Water Infrastructure Act of 2018 (AWIA) requires community water systems that serve more than 3,300 people to complete a Risk and Resilience Assessment (RRA) and develop or update an Emergency Response Plan (ERP).

The RRA plans are required to identify and evaluate the vulnerabilities, threats and consequences from potential hazards. The ERP is to develop strategies to minimize the risks and respond to threats; should they occur. The RRA does not need to be submitted to the EPA or the New Jersey Department of Environmental Protection (NJDEP); however, a copy must be kept on site, and a certification of completion must be submitted.

The submission requirements are in two (2) phases as follows:

Phase 1:

Risk & Resilience Assessment (3,301 to 49,999 people) - June 30, 2021

Phase 2:

Develop or Update Emergency Response Plan

No later than six (6) months after submission of the RRA

Based upon the population served by the SWD, Phase 1 requirements were to be prepared, reviewed, and certified no later than June 30, 2021. Because the SWD did not certify completion of the RRA by this date, they are technically in violation of the AWIA. However, EPA has been accepting late certifications if the utility enters into an Administrative Order (AO) to complete the work within an agreed-upon time frame. For several of WRM's other clients, this date has been December 31, 2021.

To prepare the necessary documents, the following scope of services will be provided:

Scope of Services

Phase 1 – Prepare Risk & Resilience Assessment

- 1. WRM will contact EPA to arrange for the preparation of the AO extending the certification deadline (note the anticipated December 31 deadline will apply to both the RRA and ERP certifications).
- 2. WRM will utilize the previously completed Asset Management Plan (AMP) and Emergency Response Plan to obtain information on the SWD's existing assets. A site visit will be conducted to review the water utility sites, assets and their vulnerability threats (human or nature).
- 3. WRM will prepare a list of the assets which are currently vulnerable and rank them. We will also use the AMP to identify critical infrastructure for inclusion in the vulnerability ranking.

Page 2 December 10, 2021 Salem Water Department EPA Water Utility Risk & Resilience Assessment

- 4. Based upon our site visit, a required Baseline Risk Assessment will be developed for each asset including determining the likelihood and consequences of a threat occurring. We will use this information in conjunction with the EPA WHEAT (Water Health and Economic Analysis Tool) calculator to develop loss of operating asset scenarios.
- 5. In accordance with the R&RA requirements, we will develop and assign threat likelihood for malevolent acts using EPA's Baseline Information on Malevolent Acts for Community Water Systems or by using the Proxy Method from AWWA J100-10(R13) Standard per EPA requirements.
- 6. The required Countermeasures Analysis will be completed that identify existing countermeasures to a threat. We Will also identify potential countermeasures that may be implemented by the Utility. Capital Costs, Operation and Maintenance costs will be provided for the potential countermeasures.
- 7. In accordance with the R&RA requirements, an Improvement Risks Assessment will be developed for each asset or threat pair including impacts to Public Health and estimated economic consequences.
- 8. WRM will assist the SWD Certification Form with the online certification process with EPA.

Please note that the above scope of work will be completed using EPA VSAT Web 2.0 software. While not required per regulation, utilization of the software allows liability protection under the Department of Homeland Security Anti-Terrorism Act.

Task 2 – Update Emergency Response Plan

- 1. WRM will review the existing Emergency Response Plan for the Water Department.
- 2. We will update the ERP to reflect the findings of the RRA, as well as including any other relevant changes since the last ERP update.
- 3. We will provide one (1) bound copy and one (1) electronic copy of the RRA and ERP documents for the SWD's
- WRM will assist the SWD Certification Form with the online certification process with EPA.

Cost of Services

Based upon the above Scope of Services, our fees for the preparation of the RRA and ERP will be on a time and material basis not to exceed \$15,000, as noted below:

not to ex	teeu (11),000, 11 (10)	Fee
Phase	Preparation of Risk and Resilience Assessment	\$10,000.00
2	Update of Emergency Response Plan	\$5,000.00
	TOTAL	\$15,000.00

Should you have any additional questions with our proposal, please contact John A. Meier, Operations Manager at 609-820-7206 or via email John.Meier@wrmops.com.

Sincerely,

WATER RESOURCE MANAGEMENT Edward Veride

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Edward Vernick, PE, CME

Chairman



December 10, 2021

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

Re:

Salem Water Department

Proposal for Engineering Services

EPA Water Utility Risk & Resilience Assessment

Dear Mr. Angeli:

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Risk & Resilience Assessment (3,301 to 49,999 people) - June 30, 2021

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Develop or Update Emergency Response Plan

No later than six (6) months after submission of the RRA

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To prepare the necessary documents, the following scope of services will be provided:

Scope of Services

Phase 1 - Prepare Risk & Resilience Assessment

- 1. WRM will contact EPA to arrange for the preparation of the AO extending the certification deadline (note the anticipated December 31 deadline will apply to both the RRA and ERP certifications).
- 2. WRM will utilize the previously completed Asset Management Plan (AMP) and Emergency Response Plan to obtain information on the SWD's existing assets. A site visit will be conducted to review the water utility sites, assets and their vulnerability threats (human or nature).
- 3. WRM will prepare a list of the assets which are currently vulnerable and rank them. We will also use the AMP to identify critical infrastructure for inclusion in the vulnerability ranking.

Page 2 December 10, 2021 Salem Water Department EPA Water Utility Risk & Resilience Assessment

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- 5. In accordance with the R&RA requirements, we will develop and assign threat likelihood for malevolent acts using EPA's Baseline Information on Malevolent Acts for Community Water Systems or by using the Proxy Method from AWWA J100-10(R13) Standard per EPA requirements.
- 6. The required Countermeasures Analysis will be completed that identify existing countermeasures to a threat. We Will also identify potential countermeasures that may be implemented by the Utility. Capital Costs, Operation and Maintenance costs will be provided for the potential countermeasures.
- 7. In accordance with the R&RA requirements, an Improvement Risks Assessment will be developed for each asset or threat pair including impacts to Public Health and estimated economic consequences.
- 8. WRM will assist the SWD Certification Form with the online certification process with EPA.

Please note that the above scope of work will be completed using EPA VSAT Web 2.0 software. While not required per regulation, utilization of the software allows liability protection under the Department of Homeland Security <u> Anti-Terrorism Act.</u>

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- 1. WRM will review the existing Emergency Response Plan for the Water Department.
- 2. We will update the ERP to reflect the findings of the RRA, as well as including any other relevant changes since the last ERP update.
- 3. We will provide one (1) bound copy and one (1) electronic copy of the RRA and ERP documents for the SWD's use.
- 4. WRM will assist the SWD Certification Form with the online certification process with EPA.

Cost of Services

Based upon the above Scope of Services, our fees for the preparation of the RRA and ERP will be on a time and material basis not to exceed \$15,000, as noted below:

NOT LO CA		Fee
Phase	Preparation of Risk and Resilience Assessment	\$10,000.00
1	Update of Emergency Response Plan	\$5,000.00
	Update of Emergency Response Team TOTAL	\$15,000.00
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Should you have any additional questions with our proposal, please contact John A. Meier, Operations Manager at 609-820-7206 or via email John.Meier@wrmops.com.

Sincerely,

WATER RESOURCE MANAGEMENT Edward Verid

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Edward Vernick, PE, CME

Chairman

CITY OF SALEM RESOLUTION 2021-246

RESOLUTION AUTHORIZING A REFUND OF OVERPAYMENT OF REAL PROPERTY TAXES TO CORELOGIC FOR BLOCK 76, LOT 15

WHEREAS, the 2021 4th quarter taxes due for the property owned by Joe and Bonnie Arnauskas known as 53 South 3rd Street, Block 76, Lot 15 in the City of Salem, New Jersey was \$398.88; and

WHEREAS, the taxpayer and mortgage servicing company made duplicate payments of the taxes resulting in an overpayment of real property taxes in the amount of \$398.88 in the 2021 tax year (Attachment "A").

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Salem that a refund of \$398.88 be paid to Corelogic for overpayment of 2021 taxes paid on behalf of the taxpayer for property designated as Block 76, Lot 15, St. in the City of Salem.

ATTEST:

Ben Angeli/RMC

CITY OF SALEM

Earl Gage, Council Presiden

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 Dan Angeli Clerk of the City of	Salem, in the County of Salem, do hereby certify the foregoing to be a
i, Ben Angen, Clerk of the City of	on adopted by the Common Council of the Lity of Salem on December
	on adopted by the common common of
20, 2021.	on adopted by the common country

12-26-21

Ben Angeli, RMC

Date

Page No: 1

CITY OF SALEM Tax Account Detail Inquiry

BLQ: 76. 15. Name: ARNAUSKAS. JOE A + BONNIE L

Tax Year: 2021 to 2021 Property Location: 53 S THIRD ST

SKAS, JOE A + BO	NNTE L		Property Lo	cation				
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omestead Credit	Corelaic	CK	10783	163	ТКТ	325.83	0.00	881.07
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Total Principal Balance for Tax Years in Range:

CITY OF SALEM RESOLUTION 2021-247

A RESOLUTION APPROVING AGREEMENT AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH MONMOUTH TELECOM FOR PHONE SERVICE

whereas, the City of Salem desires to investigate ways to cut expenses and save taxpayer money; and whereas, the City CFO, researched various options pertaining to the phone services needed and currently provided to the City; and

WHEREAS, Monmouth Telecom of red bank, NJ presented a proposal to the City; and

WHEREAS, the City Administrator, CFO and Police Chief met with the representative from Monmouth Telecom; and

WHEREAS, upon review of the proposal, it was determined that the City would be able to receive the same and better service at a considerable savings; and

WHEREAS, upon the recommendation of the City Administrator, CFO and Police Chief the City desires to enter into an agreement with Monmouth Telecom of Red Bank, NJ; and;

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

NOW THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that it consents to the execution of an agreement with Monmouth Telecom of Red Bank, NJ

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the agreement with Monmouth Telecom of Red Bank, NJ.

Ben Angeli RMC

CITY OF SALEM

Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	Ň	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce	· · · · · · · · · · · · · · · · · · ·		X			
S. Kellum	<u> </u>	X	X			
G. Slaughter			X			
J. Smith			X			
E. Gage			X			

and an	m do hereby certify the foregoing to be a true
I Ben Angeli, Clerk of the City of Salem, in the County of Salem	D - 1 - 20 2021
I, Ben Angeli, Clerk of the City of Salem, in the County of Salen and correct copy of a Resolution adopted by the Common Council	il of the City of Salemon December 20, 2021.
and correct copy of a Resolution adopted by and bearing	

12-20-21

Ben Angeli, RMC

Date



Full Service

Telephony & Internet Monmouth Telecom Multi Location Hosted VOIP PBX Service Package Agreement Customer Name: The City of Salem See Attachment A Install Address: One-Time Charges Quantity: 57 Equipment Required: IP Phone Model: Customer provided Aastra 6731 and Aastra 6757 phones Quantity: 2 Quantity: Additional: SIP Proxy Device \$676.00 Additional: Total Equipment Charge(s): \$676,00 Total One-Time Charges: One-Time Configuration Charge: Customer acknowledges any equipment that is not approved by Monmouth Telecom will incur additional costs in terms of labor and possible equipment for implementation. Notes: Minutes to be shared between locations. Customer to self-Hosted VOIP Services: configure and self-install their own Aastra phones and HP Pro-curve 1810G-24 Switches. Monmouth Telecom to install the SiP Proxy, **This is Rate Per Extension: \$8.00 an estimate based on information given to Monmouth Telecom by the # of Extensions: 42 ⊠ On-Net customer, Does not include wiring. If there is a need for additional Rate Per Extension: \$18.00 hardware, materials or labor at the time of install, it will be handled # of Extensions: 15 Off Net* with a change order to be approved by the customer.** Rate Per Extension: \$2.50 # of Extensions: 10 Mobile App ☑ 7,500 Block of Domestic Local & Long Distance Minutes at The customer agrees they will seek support and diagnostics from their device vendor or will utilize Monmouth Telecom support and diagnostics as Physical Location Address for E911 Form is required to be 1. Monmouth Telecom will provide SIP credentials and server IP/Hostname outlined in #3 and #4 information for phones 2. Monmouth Telecom will provide detailed Per Minute Local Calling instructions for customer to reprogram their phones to be used with Monmouth Telecom's system, 3. If needed, Monmouth Telecom will provide \$0,010 Rate: up to 1 hour (per phone Brand) of remote configuration support. 4. Per Minute Domestic Long \$0.019 Additional remote configuration support after the 1st hour (see #3) will be Distance Rate: charged at the rate of \$105/hr billed in 30 minute increments. Domestic Inbound Per Minute \$0,027 Monthly Total Charges \$758.50 800 Rate (Excluding minutes, taxes, surcharges, access or local loop charges, inbound 800, international long distance minutes or directory assistance) Length of Contract: 3 Years Customer must Initial one option from each section: Customer Acknowledgement: (initial) Installation Customer self installation of HPEX equipment *Monmouth Telecom to install the HPBX equipment Customer Acknowledgement: (initial) Configuration Customer will self configure the HPBX equipment. *Monmouth Telecom will configure the HPBX equipment (exclusions in notes box) Customer Acknowledgement: (initial) Customer handles all wiring for HPBX equipment *INCURS ADDITIONAL CHARGES FOR LABOR, DISPATCH, AND MATERIALS. A no charge limited duration site survey will be required prior to Work Commencement.

100% DEPOSIT FOR EQUIPMENT REQUIRED BEFORE EQUIPMENT IS ORDERED.

Mommouth Telecom's HOSTED VOW PBX SERVICE over a 3" party internet connection has no guaranteed packet delivery. Voice quality is not consistently assured.

Mommouth Telecom's supplied Bogan device should be compatible with the customer's existing power amplifier for overtheed praying. If the Customer's power emplifier is not compatible, the Customer will be responsible for purchasing additional equipment and istantian furtherising with our Bogen device.

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Print Name & Title

Date

Agreed and Accepted:

Authorized signature



ATTACHMENT A

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* Phone (732) 704–1000 * Fax (732) 704–1180

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10 Drs. James Parker Bivd., Suite 110, Red Bank, NJ 07701
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* Subject to change by customer through Web Interface.

6/22/21

10 Drs. James Parker Blvd., Suite 110, Red Bank, NJ 07701
Phone (732) 704-1000 * Fax (732) 704-1180
Email: contracts@monmouth.com * http://www.monmouth.com

Monmouth Telephone & Telegraph, Inc.

Toll-Free Number Responsible Organization Change Form

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HOSTED VOIP PBX SERVICE

Service Agreement Terms & Conditions

This Service Agreement is between Monmouth Telecom and the Customer. Provided that the Customer is not in default of its obligations stated herein, Monmouth Telecom will provide the Customer with VoIP (Voice over Internet Protocol) hosted phone service based on the Terms and Conditions contained herein. These terms and conditions wan provide the Capacities with your (young over magnet routers) nosted photo societies on the routers of the parties or by any successors, assigns, or related entities, shall apply not only to this Agreement, but, to all prior and subsequent agreements entered into by the parties or by any successors, assigns, or related entities.

1. The oustomer will provide Monmouth Telecom with remote access to any Device, I Remate Access: such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device, that is used in material conjunction with the service.

II Thaft of Service:

- 1. You agree to notify Monmouth Telecom immediately, in writing and by calling Monmouth Telecom's customer support line, if the Device, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device, used in conjunction with the Service, is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call and write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of
- 2. Additionally, you will be provided with a password, user ID, and/or PIN and telephone number. You are solely responsible for maintaining the confidentiality of your password and PIN, and, at all times, you will be solely responsible for all transactions and activities that occur as a result of use of such password and/or PIN, even if such transactions and/or activities were not authorized by you. You are solely liable for any transactions or activities by you or anyone else that occur on your Account. You shall immediately notify Monmouth Telecom, if any unauthorized use of your Account or any other breach of security has occurred. In no event shall Monmouth Telecom be liable for any unauthorized use of your Account

Customer Configuration Support is available Monday through Friday, 8:30a.m. to III Support: 5:30p.m. On-Site support is only available to customers who purchase such support under separate annual software maintenance and support agreements.

- I. The User Portal site is provided "as is" and "as available", and Monmouth Telecom does not guarantee that the site will be accurate, complete, or free of computer viruses or other harmful components. Monmouth Telecom makes no warranties, express or implied, including but not limited to the implied warranties of merchantability and or fitness for a particular purpose. No advice or information, whether oral or written, obtained by you from Monmouth Telecom, its employees or through or from the services shall create any warranty not expressly stated in the Terms and Conditions of the contract,
- V Products and or Devices from Third parties;
- 1. The customer's decision to acquire or use Third Party Products and or Devices (IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device) is the customer's sole responsibility, even if Monmouth Telecom helps the customer identify, evaluate or select them. For purposes of this contract, "Third Party Products and or Devices" shall mean any products manufactured by a party other than Monmouth Telecom, and may include, without limitation, products ordered by the customer pursuant to Monmouth Telecom's recommendations. Monmouth Telecom is not responsible for and will not be liable for, the quality or performance of such third party products and or devices.

VI Contract Origination and Setup

1. All Monmouth Telecom Services are subject to availability and credit approval. The 1st mouth of service charges plus any one-time setup fees and all customer purchased equipment must be paid by the Customer upon oustomer signing of this contract and submission to Monmouth Telecom for acceptance. Payment will be in a form of check or bank draft payable to Monmouth Telecom. This payment may be deposited by Monmouth Telesom upon receipt of the contract, regardless of acceptance. Once this contract is accepted and signed by Monmouth Telecom these payments are not refundable. If Monmouth Telecom does not accept this contract payment will be promptly refunded to the Customer.

- 2. Monmouth Telecom will commence regular monthly billing for Voice Services upon the earlier of either assigning telephone numbers as requested by the Customer or by porting the customer's telephone numbers to Monmouth Telecom.
- 3. It is the Customer's responsibility to provide a connection path from any Third Party vendor's internet access (other than a Monmouth Telecom TI connection) to the equipment installed by Monmouth Telecom and to utilize the Hosled PBX Services once Monmouth Telegon has installed all equipment and is operational. The Customer understands that regular monthly billing by Monmouth Telecom for Hosted PBX Service charges will commence immediately after Monmouth Telecom has installed regardless of the status of the connection between the Customer and Monmouth Telecom

Monmouth Telecom will commence regular monthly billing for Hosted FBX Service upon the earlier of either assigning telephone numbers, by porting the customer's telephone numbers to Monmouth Telecom or moving some or all of the customer's telephone numbers from another Monmouth Telecom service to

the Hosted PBX Service.

- Customers shall provide all necessary preparations required to comply with Monmouth Telecom installation, maintenance and operational specifications; and will be responsible for all the costs of relocation of services once installed by Monmouth Telecom and or its vendors; and will provide Monmouth Telecom and its communication services and equipment, reasonable access to the customer's premises to perform any acts required by this agreement,
- Monmouth Telecom may schedule the port of the Customer's telephone numbers over to its system within 3 days after Monmouth Telecom's installation of the initial contracted Hosted VoIP PBX Service equipment. The date set by Monmouth Telecom shall be considered a firm date. If the customer wishes to postpone the port date past the specified time, the customer understands that it is still responsible for full monthly charges to Monmouth Telecom.
- Monmouth Telecom will commence regular monthly billing in full for packaged services immediately after Monmouth Telecom deems customer's service viable. Monmouth Telecom will commence regular monthly billing for non-packaged services including transfer to the customer immediately after Monmouth Telecom decans customer's service viable. It is specifically understood that Customer's responsibility for this billing is not dependent upon its actual use of Monmouth Telecom's service and Customer may be responsible for billing from its prior telephone carrier as well as Monmouth Telecom until Customer cancels its service with a prior carrier. It is Customer's responsibility to terminate its service with its prior carrier in accordance with the terms of its contract and be responsible for any termination fees it incurs as a result.
- There is a \$50.00 minimum billing charge per month.
- Monmouth Telecom services are only to be used for lawful purposes. Any transmission or re-transmission of material in violation of any Federal or State lows and or regulations is expressly prohibited. This extends to include, but is not limited to: Any copyrighted materials, materials or communications judged to be threatening or obscene, any material or communications prohibited by trade secret. As a customer of Monmonth Telecom and a user of our services your company agrees to indemnify and to hold harmless Monmouth Telecom from ANY and ALL claims resulting from the company's use of the service.

10. Should the customer fail to appear at any scheduled installation place and time or fail to provide sufficient access for installation, the customer shall incur a

\$500.00 "no show" charge.

- 11. Customer agrees to activate all contracted Hosted PBX Services with Monmouth Telecom within 15 days of Monmouth Telecom's installation and activation of the Hosted PBX Service. If Customer fails to do so within 10 days of written request by Monmouth Telecom, Monmouth Telecom may at its sole discretion deem the Customer in default and terminate Monmouth Telecom's contractual obligation in which case Customer shall pay an additional cancellation fee of \$500,00 in addition to all other pensities for cancellation or default set forth in
- 12. This contract shall have an effective date of acceptance of the contract by Monmouth Telecom. For the purpose of determining the maturity date of this contract, however, it shall be deemed to have a start date of the later of when

data or voice service commences or when the port of the customer's numbers

13. Customer authorizes Monmouth Telecom to do any additional wiring should it be necessary. The Customer understands that they will be billed for these services.

VII Terms and Conditions of Usage:

Monmouth Telecom exercises no control whatsoever over the content of any

2. Title and property rights, including all intellectual property rights to services, are and shall remain with Monmouth Telecom whether or not they are embedded in any programming, software and or hardware. The customer recognizes that Monmonth Telecom services and or products, programming and software used hereunder constitute valuable trade secrets of Monmouth Telecom. The customer will use its best efforts to protect and keep confidential any and all programming and software used by it and shall never make any attempts to copy, examine, in any way alter, re-engineer, tamper with, or otherwise misuse such services,

All equipment for this service is generally provided by the Customer, However, if Monmonth Telecom does provide any equipment, such equipment shall remain the property of Monmouth Telecom and upon contract maturity or termination must be returned by the Customer to Monmouth Telecom in the same proper working condition that it was received less normal wear and tear. Customer will be responsible for the full retail price on any equipment which is

not returned or is returned in a damaged condition. 4. If customer makes any configuration changes that result in Monmouth Telecom needing to either dispatch or provide remote support, customer is responsible for any applicable charges at the standard rates.

VIII Payments, Contract Renewal and Termination:

Notwithstanding any partial payment by the customer, title to goods shipped shall remain with Monmouth Telecom until the entire price has been paid; and if the customer defaults in the payment of any charges when due, Monmouth Telecom may remove and repossess any and all goods delivered, and may terminate access to any remotely hosted service and cause expiration of any software licenses delivered in conjunction with such services and or goods, in addition to any other legal remedies it may have.

Customer waives the right to process chargebacks on their credit card for

3. The term shall be the period of time listed on the Service Agreement. Customer is responsible for the rates listed on the Service Agreement and all applicable local state and federal taxes, charges and assessments and other applicable

Payment for services is made on a monthly basis. Payment is due on receipt with Customer's payment to be received by Monmouth Telecom not later then the earlier of the 20th day of the billing month or 15 days from the date of transmission of electronic notification that the invoice is available on Monmouth Telecom's web site. This date shall hereinafter be referred to the "payment due date". If payment is not received by the "payment due date" then interest will be charged at the rate of one and one-half percent (1 1/2%) per month. An act of default accelerates payments to be due at once, and any type of credit is no longer extended. If service is subject to interruption, the balance of customer's account will accrue interest at a rate of one and one-half percent (1 1/4%) per month. In the event that Monmouth Telecom finds it necessary to send an account to an outside agency or to an attorney's office due to the delinquent status of the account, a fee of Thirty Percent (30%) will be added to the balance due. If Monmouth Telecom has to institute suit in a court of law to recover any monies due under this contract, the customer shall pay all fees and court costs in addition to the attorney's fee mentioned above. If the Customer raises any counterclaims to the collection action or files any separate actions or appeals that are later dismissed by the court, Customer shall pay in addition all legal fees incurred by Monmouth Telecom in defending the counterclaim, lawsuit, or appeal. Late payments will still accrue interest at one and one-half percent (1 1/2%) per month of the unpaid balance until the account is paid in full. This policy will be strictly enforced.

5. In the event the Customer fails to pay its bill by the "payment due date", Monmouth Telecom may send the Customer an Interruption of Service Notice. If Customer still fails to pay its bill by the date specified in the Notice (normally 24 to 48 hours) Monmouth Telecom may interrupt service. If the Customer requests to be reactivated within 5 days after deactivation, all outstanding charges including a restoration fee of \$200.00 will be due in advance. Customers will pay all sales and use taxes, as well as all duties or levies on products and

All bills are presumed accurate and shall be binding on the customer unless written notice of the disputed charge(s) is received in writing 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). Written Notification can be sent via

email to accounting@monmouth.com or faxed to 732-704-1180. The undisputed portions of the bill must be paid by the "payment due date" and a copy of the written dispute notification must accompany payment.

7. All Regulatory Fees that are charged on the monthly invoices represent a good faith estimate of what Monmouth Telecom believes must be forwarded to the respective government agencies in the future. All regulatory fees are presumed accurate and shall be binding on the customer unless written notice of the disputed fee(s) is received in writing 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). Written Notification can be sent via email to accounting@monmouth.com or faxed to 732-704-1180.

Monmouth Telecom will make a good faith effort to respond to all billing disputed within (30) days of receipt. Should Monmouth Telecom deny a dispute filed by the customer, the customer shall have ten (10) business days by which to pay the disputed amount(s). Should the disputed amounts in any two (2) consecutive months exceed twenty-five percent (25%) of invoiced charges, the customer shall be required in each succeeding month to pay by the "payment due date" the greater of all undisputed charges or seventy-five percent (75%) of the total charges involced in that mouth, pending the final resolution of the disputed amounts by Monmouth Telecom as set furth above,

For any instance in which a customer requires out of state (New Jersey) Direct Inward Dial Numbers (DIDs) the customer will be billed the current rate for each number. There is also a one-time activation charge of \$10.00 per number.

10. The customer is liable for all outbound calls made on its telephone system whether authorized, unauthorized, or fraudulent, It is the customer's responsibility to protect its telephone system from security violations and unauthorized use and the oustomer must pay for all calls made through its telephone system. The customer is encouraged to protect itself from potential abuses by utilizing Monmouth Telecom's available features of international call blocking and account codes, however, these services are offered by way of assistance only, and cannot provide 100% protection against fraud and security penetrations for which customer does remain responsible.

11. Upon default by the customer, Monmouth Telecom will reclaim handware and or software it owns. In this case the customer will provide full and free access to the hardware and or software. Monmouth Telecom will retain all payments made hereunder, and recover charges and costs owed by the Monmouth Telecom

12. During the contractual period, the number of lines cannot be decreased. There is no termination charge when a customer upgrades to a higher level of service.

- 13. While it is Manmouth Telecom's intention not to raise rates during the course of this contract, Monmouth Telecom does reserve the right to raise rates in the event of a material increase in its costs of providing service due to government regulation, regulatory fees, or increases from underlying carriers or software and hardware providers. In the event of such increase, Customer may cancel this contract without termination fees by giving Monmouth Telecom written notice within 30 days of receiving notice of the rate increase. In the event of such cancellation, if Customer fails to port all of its lines within 30 days of receipt of notice of rate increase then it must pay the increased rates on all lines and services until its port date and all services shall be permanently terminated 90 days from the date of receipt of the notice of rate increase regardless of whether
- 14. All contracts are non-cancelable until they reach maturity. The contract when it reaches maturity shall automatically renew for a period equal to the initial contract term and shall continue to renew automatically under the terms and conditions specified in this Contract. Upon renewal the Customer shall be liable for damages for default or early cancellation of the contract for the full length of the renewal term as set forth in Section VIII Paragraph 15 with the first year of the renewal contract being considered the first year of the contract term.
- This contract may only be cancelled by the Customer giving a written cancellation notice at least 60 days before the contract maturity date. The only form of written cancellation notice that shall be effective is written notice on company letterhead, signed by an officer or principal of the company, and sent via certified mail, return receipt requested to Monmonth Telecom, 10 Drs. James Parker Blvd., Suite 110, Red Bank, NJ 07701 Attention: Accounting, Customer shall be liable for all charges during the 60 day period. Billing will cease on the last day of that corresponding month.
- 16. The parties agree that damages in the event of Customer default or early cancellation of the contract cannot be readily determined. This is because costs incurred by Monmouth Telecom, initial sctup fees paid to others by Monmouth Telecom, and cancellation charges from Verizon and other service providers cannot be easily separated out and assigned to individual customer accounts. The parties therefore agree that the following liquidated damages are fair and sonable under these circumstances:
 - A. In the event customer cancels or defaults upon a one-year contract then customer shall pay 100% of the fixed monthly charges (all charges excluding charges for minutes) for all months remaining on the contract.

- B. In the event the Customer cancels or defaults upon a renewal contract then the first year of the renewal shall be considered the first year of the contract for the purposes of calculating damages.
- C. In the event customer cancels or defaults upon a multi-year contract then customer shall pay 100% of the fixed monthly charges for all months remaining on the contract.
- D. In return for this liquidated damage payment, Monmouth Telecom is waiving its collection of profit on the minutes it was entitled to and which were calculated into the original costs of initiating service to the customer.
- E. The Customer is also responsible for 100% of any termination liability, payable to the third parties, resulting from contract termination.
- The parties agree that Monmouth Telecom incurs certain costs in initiating a contract regardless of whether services commence. The parties agree that in the event the customer cancels the contract before the commencement of service it shall pay to Monmouth Telecom liquidated damages in the amount of \$1000.00
- In the event that Monmouth Telecom receives a port out request on behalf of the customer effective prior to the expiration of this contract or any renewal periods, the following events shall be deemed to take place:
 - A. The port out request shall be considered an early termination of this contract and the customer shall be considered to be in default.
 - B. All provisions of Paragraph 15 of this Section VIII will apply. C. Customer's service is subject to disconnection at any time.
 - In the event that Moumonth Telecom receives a port out request on behalf of a customer who has provided proper notice pursuant to Paragraph 14 of this Section VIII, then the Customer shall be responsible for payment for a minimum period of 60 days after the effective date of the cancellation, however, the service is subject to disconnection at any time after the effective
 - In the event this Order is placed by an existing Customer and is an Order date of the cancellation. for additional services then the contract end date for the original service shall be extended to the contract end date for the new service. This is so the Customer shall have only one end of service date with Moninouth Telecom.
 - If the customer has more than one account or more than one service agreement with Monmouth Telecom, and fails to pay any one bill by "payment due date", or defaults on any service agreement, then all of the customer's accounts are deemed to be in default and all accounts are subject to the termination provisions and interruption of service provisions set forth in these
 - An act of Customer default includes but is not limited to: failure to pay Terms and Conditions. bill by the "payment due date", Monmouth Telecom's receipt of a request to port before the expiration of the contract term or renewal term, and any other violation of the Terms and Conditions of this agreement.
 - In the event of Customer's default Monmouth Telecom may at its election give written notice by mail, fax, or email of the default. Upon Customer's act of default all charges set forth as liquidated damages in Section VIII paragraph 15 shall immediately become due and payable. Monmouth Telecom may at its election suspend all service to customer after 24 hours of Customer's receipt of 7. notice of default from Monmouth Telecom. A notice of suspension shall be considered a notice of default under this contract.

20.

- 1. The service is not designed, manufactured or intended for any use requiring failsafe performance in which the failure of the service or device could lead to death, serious personal injury, severe physical or environmental damage ("High Risk Activities"). This includes the operation of aircraft or nuclear facilities. The oustomer agrees not to use or license the use of the service and or a device in connection with any High Risk Activities.
- X Disclaimer of Warranties; Limitations of Liability;
- Disclaimer of Warranties. Except as expressly set forth, MT provides the service "as is" and with all faults. Monmonth Tolecom hereby disclaims all other warranties, express, implied or statutory, arising by law or otherwise, including but not limited to any implied warranties of merchantability, filness for a particular purpose or use, title and non-infringement, with regard to the service. Without limiting the foregoing, Monmouth Telecom does not warrant that the service will be free of bugs, errors, viruses or other defeots.
- (Disclaimer of Certain Damages) In no event will Monmouth Telecom be liable for the cost of cover or for any incidental, indirect, special, statutory, punitive, consequential or similar damages or liabilities whatsoever including, but not limited to loss of data, information, revenue, profit or business arising out of or relating to the use or inability to use the service or otherwise under or in connection with this service, whether based on contract, tort (including negligence), strict liability or other theory even if Monmouth Telecom has been
- 3. Monmonth Telecom is not liable for damages associated with service, channels advised of the possibility of such damages. or equipment which it does not furnish; nor for damages to Customer's premises resulting from the performance of Services, including the installation of equipment or associated wiring. In no event shall Monmouth Telecom be liable

- to customer for any indirect, special, incidental, consequential or punitive damages of any kind, including lost profits, regardless of whether such damages were foresceable, and regardless of the form of the action. The total liability of Monmouth Telecom shall not exceed the amounts paid by the customer to Momnouth Telecom for the service to which the Claim relates.
- Physical Equipment and or Software products that are not provided by Monmouth Telecom are the responsibility of the customer, company or individual or both as the limits of the law allows for, Monmouth Telecom will not be responsible for the installation and or service on equipment and or software that was not provided by Monmouth Telecom, All customers are responsible for the use and compatibility of bardware and software not provided by Monmouth Telecom. In the event that the customer uses hardware and software that impairs the customer's use of Monmouth Telecom services, the customer shall nonetheless be liable for regular payments to Monmouth Telecom, Upon notice from Monmouth Telecom that the hardware and or software not provided by Monmouth Telecom is causing, or, in the sole opinion of Monmouth Telecom, is likely to cause hazard, interference or service obstruction, the customer shall eliminate the hazard, interference or service obstruction at once. Customers will, if necessary pay Monmouth Telecom to troubleshoot problems caused by such equipment and or software not provided by Monmouth Telecom. Monmouth Telecom will not be responsible if any changes in hardware, software or service cause equipment not provided by Monmouth Telecom to become obsolete, require modification or alteration, or in any other way affect the total performance of Monmouth Telecom on an end-toend basis and protect the Monmouth Telecom backbone network and those networks attached to the Monmonth Telecom network. In the cases of customer owned lardware and or software connected to the Monmonth Telecom network the customer is totally responsible for any and all service to that equipment. Monmouth Telecom, at its option, can supply technical services in the form of consulting and or service to Monmouth Telecom customers at their request, Such services are billed out at rates set on the Monmouth Telecom pricing sheet and or at rates that are in effect at the time such services are requested. Monmonth Telecom has the right to refuse any such technical services at its sole option. As a Monmouth Telecom customer you may not sell, assign or transfer your
- service order without the prior written consent of Monmouth Telecom. Monmouth Telecom may at anytime sell, assign or transfer this agreement with written notice. Monmouth Telecom will not be responsible for performance of its obligations hereunder when delayed or hindered by war, riots, embargoes strikes or acts of its vendors and suppliers, concealed acts of workman (whether of Monmouth Telecom or others), or accidents. Monmouth Telecom will attempt to notify customers in the event of any of the foregoing occurrences. Should such occurrence continue on for more than 30 days, Monmouth Telecom or its customers may cancel service for the affected services and or products with no
- The provision of Monmouth Telecom services and or products is subject to Monmouth Tolecom continuing approval of oustomer credit-worthiness.
- Any legal action arising out of failure, malfunction or defects in Monmouth Telecom services or goods shall be brought within a period of one year of the occurrence or is deemed waived.
- Customer agrees to defend, indomnify, and hold harmless Monmouth Telecom and its employees, officers, directors, agents, parents, affiliates, vendors, and subsidiaries from any losses, damages, costs or expenses resulting from any and all claims and liabilities, including costs and expenses and reasonable attorney's fees, attributed to, arising out of or resulting from Monmouth Telecom's provision or Customer's use of the services. These indemnification obligations shall survive termination or expiration of the service term.

XI Governing Law:

- This agreement shall be governed under the Laws of the State of New Jersey. The parties agree that any legal actions involving this contract shall be brought by way of arbitration proceedings and shall be venued within Monmouth County, New Jersey. The Arbitration shall be under the rules and regulation of the American Arbitration Association and the results of any such arbitration shall be binding and enforceable in any court of competent jurisdiction.
- 1. If any provision of the contract and or agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision in the contract and or agreement but such other clauses or provisions shall remain in full force and effect and shall control.

1. No agent, employee, or representative of Monmouth Telecom has the authority to bind the parties to any representation or warranty unless such is specifically included in these terms and conditions, the Monmouth Telecom order form, or a written amendment thereto. All notices to parties of disputes arising under this Agreement shall be sent by certified mail to the parties addressed as shown on their most recent service order.

- When you as a company and or individual sign a Monmouth Telecom contract, this constitutes acceptance of these Terms and Conditions. The parties hereto agree that this agreement constitutes and expresses the whole agreement of the parties. No alterations or variations of this agreement shall be valid unless made in writing, dated, and signed by both parties. The parties agree that this is the entire agreement and that it supersedes any and all verbal or written agreements
- 3. Customer hereby authorizes Monmouth Telecom to contact its pre-existing carrier(s) and inquire about information regarding the Customer Company
- Customer understands it is responsible for any and all calls made through
- Voice Service is provided through Moumouth Telephone & Telegraph Inc., a subsidiary of Monmouth Telecom, and is provided in accordance with the provisions of Monmouth Telephone & Telegraph's tariff filed with the New Jersey Board of Public Willities. The Customer has read and understands the Terms and Conditions of this Agreement.

- The Customer has read and understands the Terms and Conditions of this
- If customer needs to relocate (move) service(s) to another location, installation fees will be determined on an individual case basis (ICB).
- Section Titles herein are for reference only and have no legal significance.
- The Customer acknowledges that Monmouth Telecom complies with applicable customer privacy requirements, including federal and state laws concerning the protection, use, and disclosure of customer proprietary network information
- 10. These Terms and Conditions hereby supersede all previous representations, understandings, or agreements and shall prevail not withstanding any variance with terms and conditions of ANY prior Hosted VoIP PBX Service agreements.
- 11. These turns and conditions shall apply not only to this Agreement, but, to all prior and subsequent agreements entered into by the parties or by any successors, assigns, or related entities.

The Customer has read and understands These Terms and Conditions bereby supersede all previous representations, we terms and conditions of ANY prior	the Terms and Conditions of this Agreement. Inderstandings, or agreements and shall prevail not withstanding any v r Hosted VoIP PBX Service agreements.	variance with
Accepted By:Print name & Title	Signature	Date
CUSTOMER:Print Company Name		
Authorized Representative Of Monmouth Telecom: Print name & Title	Signature Date	



Hosted VOIP PBX SERVICE

UPDATE FORM for DIRECTORY and 411 INFORMATION LISTING

ccount #: Custom	er Name:			☐ OFF Net
New Listing specified below No Lis	ting required		ON Net	
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Name:				
Address:				
Phone Number:				
Customer Name (Print name & Title):				
 -			<u></u>	Date:
Customer Signature:				



Hosted VOIP HOSTED PBX E911 Service 911 Dialing DISCLOSURE

Monmouth Telecom Hosted PBX 911 service is different from traditional wire line 911. Please read this disclosure in its entirety to understand your responsibilities pertaining to Hosted PBX 911 service as well as the limitations of Hosted PBX 911 service. This disclosure and process has been designed to conform with Federal Regulation.

Prior to the initial setup of your telephone service you must provide the physical location (address) from which the service will be used. It can take several hours to verify your address and activate 911 services at this address. IF YOU MOVE A TELEPHONE or SOFT PHONE TO ANOTHER LOCATION, YOUR AUTHORIZED ADMINISTRATIVE CONTACT MUST CALL MONMOUTH TELECOM at 732-704-1000, Option 1, Monday through Friday 8:00a.m. to 5:30p.m., all other hours call our Network Operations at 732-704-1400 AND NOTIFY MONMOUTH TELECOM OF THE UPDATED PHYSICAL LOCATION (address). IF YOUR AUTHORIZED ADMINISTRATIVE CONTACT DOES NOT UPDATE THE NEW LOCATION, YOUR 911 CALLS MAY BE SENT TO AN EMERGENCY CENTER NEAR YOUR OLD PHYSICAL LOCATION (address). THIS COULD HAVE THE TO AN EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIALLY DISASTROUS EFFECT OF DELAYING LIFE SAVING EMERGENCY SERVICES BY UP TO POTENTIAL PROVIDED TO POTENTIAL PROVID

Please note that our E911 service will not function in the event of a broadband, cell service or power outage or if your broadband, cell service, Internet Service Provider (ISP), or Monmouth Telecom service is suspended or terminated. Please be advised that E911 service through Monmouth Telecom will not work outside of the 50 States of the U.S.A.

The documentation that accompanies each Device or Software that you purchase for telephone service should include a sticker concerning the potential non-availability of traditional 911 or E911 Service (the "911 Sticker"). It is your responsibility to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device or Software, or you require additional 911 Stickers, please contact our customer a 911 Sticker with your Device or Software, or you require additional 911 Stickers, please contact our customer service department.

You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the sole purpose of dispatching emergency services personnel to your registered location.

Pilipida, 1-3	
l acknowledge that I have read and understand this 911 Disclosure.	, <u></u> ,
COMPANY:Print Company Name	
Accepted by: Print name & Title Signature	Date

Hosted VOIP PBX Service

Physical Location (Address) for E911 Service for OFF-NET Telephone(s)

Prior to the initial setup of your telephone service you <u>must</u> provide the physical location (address) from which the service will be used. This form is <u>required</u>.

ch the service will be used. In count #:	Customer Name:		
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ame:			
ity/State/Zip:			
		Extension #:	
Phone Number: Number of Phones at this loc	auon.		
Location #2			
Address: City/State/Zip:			•
		Extension #:	
Phone Number. Number of Phones at this Ic	cation:		
Location #3			
Name:			
Address: City/State/Zip:			
3.1		Extension #:	
Number of Phones at this I	ocation:		
Location #4			
Name:			
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- ilbor		Extension #:	
Number of Phones at this	location:		
Location #5			
Name:			
Address:			
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Number of Phones at this	s location:	LAGINOCI	
Customer Name (Print name			Date:
Customer Signature:			F1 (1-1-1)



HOSTED VOIP PBX CONTRACT FEATURES

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(\$.01 per minute suitings Oty: Rate pe	e inbound/outbound) r telephone number: \$ 6.00	Fax Number:		
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Ofv: 1 Rate:	valtability to take extension \$2,50 per extension.			
Storage is required for a Rate: \$ 2.50 per month	lies to all extensions Y nis feature and is sold in blo per extension plus \$10.00 p	oer 10GB storage pro	for \$10,00 per customer. s \$10.00 Install charge	
Blocks of Voice Rec	ording Storage (Block of \$ 10.00 per month per block)	(f 10 GB) sk		
Oty: Rate	paming employee's voice n half of extension price, no			
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 Inbound Call Nan Cost \$ 0.01 per inbo 	ne Delivery? Yes und call (you must specify	Lines(s) to be applie	Below:	
Customer's Authoriz	ed Contact Name and		Customer Contact's Phone:	
			Date:	Pa



Technical Notes

[COMMON TO SEE						
Customer Name:	Account Number:					
IP Address Assignment	Circuit ID#					
Router IP:	Physical POP Location:					
IP Subnet:	Date Installed:					
Subnet Mask:						
	Date:					
Customer's Authorized Signature:	a consider instructions:					
Customer's Authorized Signature. Please Use The Space Below For Other	er Notes Or Special Instruction					
Please Use The Space						

A RESOLUTION ACKNOWLEDGING THE STATE OF NEW JERSEY INCREASE OF THE MINIMUM WAGE AND AUTHORIZING PAYROLL TO ADJUST THIS RATE EFFECTIVE JANUARY 1, 2022

WHEREAS, the City of Salem acknowledges that the State of New Jersey has mandated that the minimum wage be raised to \$13.00 an hour effective January 1, 2022; and

WHEREAS, the City of Salem desires to be compliant with this increase; and

WHEREAS, the City Administrator and CFO will direct the Payroll Department and payroll Company to raise the minimum wage for any City of Salem employee making less than \$13.00 an hour to the new rate.; and

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

NOW THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the minimum wage for City employees be raised to \$13.00 an hour effective January 1, 2022

ATTEST

Ben Angeli, MMO

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			

	to of Salam do hereby certify the foregoing to be a true
I, Ben Angeli, Clerk of the City of Salem, in the County	ty of Salem, do hereby cortify the 1910going to 2021
I, Ben Angeli, Clerk of the City of Salem, in the County and correct copy of a Resolution adopted by the Common	or Council of the City of Salem on December 20, 2021.
and correct copy of a research	

12-26-21

Ben Angeli, RMC

Date



December 2021

MINIMUM WAGE SET TO INCREASE IN NEW JERSEY

The new minimum wage in New Jersey will be \$13.00 an hour and the new tipped rate will be \$5.13 an hour effective January 1st, 2022. *

Unless instructed otherwise, CASA will increase the hourly rate to \$13.00 and \$5.13 for all New Jersey clients. The increase will be effective with your first period ending date of January 2022.

THIS WILL ENSURE AN ACCURATE MINIMUM WAGE UPDATE FOR YOUR FILE AND BRING YOU INTO COMPLIANCE WITH THE NEW STATE REGULATIONS.

* The minimum wage for small employers and seasonal workers will increase to \$11.90. If your business meets the requirements for the small employer or seasonal worker exemptions, you must contact CASA to coordinate your minimum wage update for 2022.

If you have any questions, please contact CASA Payroll at 609-383-0677.

Thank you for your assistance.

CITY OF SALEM

RESOLUTION 2021-249

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:

CITY OF SALEM

Earl Gage, Commoil 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		<u> </u>	
J. Smith			X			
E. Gage			X	<u> </u>		

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 20, 2021

12-20-21

Date

Ben Angeli, RMC

	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:		·
White the second			
	GENERAL FUNDS ACCOUNT DESCRIPTION	from	to
Account ld	EMPLOYEE GROUP INSURANCE	206,072.00	-
	Economic Development Oher Expense	6,000.00	
L-01-20-170-200	General Administration SW	-	3,300.00
1-01-20-100-111		_	700.00
1-01-20-110-111	MAYOR & COUNCIL S&W	-	1,200.00
1-01-20-120-111	MUNICIPAL CLERK S&W		29,000.00
	LEGAL SERVICES OTHER EXPENSE	_	7,500.00
	ENGINEERING SERVICES	-	500.00
	PLANNING BOARD	-	12,000.00
1-01-25-240-200	POLICE DEPT. OTHER EXPENSES	-	60,000.00
	STREET MAINT OTHER EYPENSE	-	1,000.00
	STREET MAINT, OTHER EXPENSE	-	2,500.00
1-01-26-302-111	STREET CLEANING S&W	-	500.00
1-01-26-302-200	STREET CLEANING OTHER EXPENSES	-	25,500.00
	BUILDINGS & GROUNDS OTERH EXPENSES	-	5,622.00
	DOG REGULATION		25,000.00
1-01-31-430-101		-	5,000.00
	STREET LIGHTING	-	11,250.00
1-01-31-440-101	SANITARY LANDFILL OTHER EXP	-	11,500.00
1-01-32-465-299	MUNICIPAL COURT S&W shet 15c	-	10,000.00
1-01-43-490-111	MONICIFAL COOKT SQW SHEET 25	212,072.0	0 212,072.00
		40(2)336 2	100
	O W/S OPERATING AGGIERY DESCRIPTION	80,000.0	•
14 AO EE E09-100	0 W/S OPERATING SALARIES		80,000.00

A RESOLUTION APPOINTING SHAWN GLYNN AS PART TIME DEPUTY MUNICIPAL TREASURER FOR THE CITY OF SALEM

WHEREAS, the Council seeks to appoint Shawn Glynn to the position of Deputy Treasurer on a part-time basis; and

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that Shawn Glynn shall be employed by the City of Salem as a part time deputy municipal treasurer, a non-union and unclassified position in the civil service system commencing on December 21, 2021.

BE IT FURTHER RESOLVED that the employee shall be paid an hourly rate of \$40.00 Per hour for no more than 32 hours per week and be compensated for any required Continuing Education Classes.

BE IT FURTHER RESOLVED that the residency requirement shall not apply to the employee given the specialized background required for the position.

ATTEST

Ben Angeli, **K**M

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			<u></u>

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 20, 2021.

12-26-51

Ben Angeli, RMC

Date

A RESOLUTION AUTHORIZING THE CARRY OVER OF ACCRUED VACATION TIME TO BE EXTENDED FOR CERTAIN EMPLOYEES

WHEREAS, the personnel policy provides non-contractual employees with paid vacation leave and provides that employees who do not use all of their vacation allowance may add their unused vacation days for the following year; however, if the days are not used in the second year, they will be forfeited; and

WHEREAS, three non-contractual employees who serve as Department heads in the City have been unable to use all of their allotted vacation time and have requested that unused vacation time be carried over into a third year so that the time is not forfeited; and

WHEREAS, City Council finds good cause to allow the employees to carry over their unused vacation time.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Salem that unused vacation time accumulated by the CFO, Administrator and Commerce Dept Director may be carried over and used into a third year.

BE IT FURTHER RESOLVED that if such days are not used in the third year, they shall be forfeited.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Earl Gage, Council Presiden

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline	11,101,22		X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter			X			
J. Smith			X			
E. Gage			X		<u> </u>	

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 20, 2021.

12-26-21

Ben Angeli, RMC

Date

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

(8) Matters relating to the employment relationship

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, 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, THERFORE 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:

(8) Matters relating to the employment relationship

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 Fesident

COLBICII	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
COUNCIL	INOVED	02001122	X			
S. Cline			X			
R. Davis				<u> </u>		
T. Gregory	X		X	<u> </u>		
V. Groce			X	ļ		
S. Kellum		X	X	<u> </u>		
G. Slaughter			X			
J. Smith			<u> </u>	<u> </u>		
E. Gage			<u> </u>			

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 20, 2021.

19-90-51

Date

Ben Angeli, RMC

AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE CITY OF SALEM AND THE TOWNSHIP OF CARNEYS POINT FOR PRIMARY EMERGENCY MEDICAL SERVICE BASIC LIFE SUPPORT (AMBULANCE) COVERAGE

WHEREAS, due to a decrease of service and cost escalation, the City of Salem is desirous of implementing a Shared Services Agreement with the Township of Carneys Point to share services and reduce costs by working together to provide for Primary Emergency Medical Service Basic Life Support (Ambulance) Coverage by American Legion Ambulance Association; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as these Municipalities to enter into Shared Services Agreement with other local units; and

WHEREAS, it is in the best interest of the City of Salem to enter into a Shared Services Agreement (Attachment "A") with the Township of Carneys Point; and

WHEREAS, the cost of the Shared Services shall be assumed by the City of Salem and the Township of Carney Points based on the approved fee schedule (Included with Attachment "A"); and

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Salem hereby authorizes the City of Salem enter into a Shared Services Agreement with the Township of Carneys Point for Primary Emergency Medical Service Basic Life Support (Ambulance) Coverage to be effective January 1, 2022, pending certification and approval of funding, for the term expiring December 31, 2024.

BE IT FURTHER RESOLVED, the Council of the City of Salem resolves that the Mayor is hereby authorized as signatory on behalf of the City of Salem.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following City of Salem Departments: Administration, Clerk, Finance, Fire, Police as well as the Township of Carneys Point, and the Division of Local Government Services Attn: Shared Services.

ATTEST:

Ben Angeli **/**RM**Ø**

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	7.		X			
S. Kellum		X	X			
G. Slaughter			X			
J. Smith			X			
E. Gage			X			

I, Ben Angeli, Clerk of the City of Sattrue and correct copy of a Resolution	lem, in the County of Salem, do hereby certify the foregoing to be a adopted by the Common Council of the City of Salem on December
20, 2021.	
12-26-21	R/M
Date	Ben Angeli, RMC

Date

SHARED SERVICES AGREEMENT BETWEEN THE CITY OF SALEM AND THE TOWNSHIP OF CARNEYS POINT FOR PRIMARY EMERGENCY MEDICAL SERVICE BASIC LIFE SUPPORT (AMBULANCE) COVERAGE

This **SHARED SERVICES AGREEMENT** (hereinafter, "Agreement") effective on the 1st day of January, 2022, between the City of Salem with offices located at 17 New Market Street, Salem, New Jersey 08079 (hereinafter "City") and the Township of Carneys Point (hereinafter "Township"), with facilities located at 303 Harding Highway, Carneys Point, New Jersey, 08069 to share services and reduce costs by hiring American Legion Ambulance Association ("ALAA") to provide for Primary Emergency Medical Service Basic Life Support (Ambulance) Coverage.

L PURPOSE & SCOPE

- WHEREAS, the purpose of this Agreement is to reduce the costs associated with a decrease in volunteer members providing the service and the increasing cost to maintain a single municipal operated basic life support organization.
- WHEREAS, the parties are desirous of entering into an Agreement pursuant to NJ.S.A. 40A:65-1 et seq. to provide for a Shared Services Agreement for Primary Emergency Medical Service Basic Life Support (Ambulance) Coverage.
- NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Township and the City agree to the following:

II. INCORPORATION OF RECITALS

All the above recitals are incorporated as if fully set forth at length herein.

III. TERM

This Agreement shall commence as of the date executed herein for a term ending on December 31, 2024, which shall be renewable, on an annual basis, beginning January 1st of each year, unless either party provides written notice to the other party ninety (90) days prior to the termination date as to their intention not to renew this Agreement. Notwithstanding the above term, either party may terminate this Agreement with or without cause upon providing one hundred and twenty (120) days prior written notice to the other party. Notices shall be sent by certified mail, return receipt requested, to the

attention of the Township Manager of the Township and the Business Administrator of the City, respectively, and of the President of American Legion Ambulance Association, of each party hereto, at the addresses set forth herein below.

IV. DUTIES AND RESPONSIBILITIES OF THE TOWNSHIP AND THE CITY

The Township's and the City's duties and responsibilities under this Agreement shall consist solely of the following:

- A. The Township of Carneys Point shall be deemed the lead agency for purposes of this agreement to hold American Legion Ambulance Association to the deliverables as stated in the RFP response. As such, payment of the cost of the services to be provided by American Legion Ambulance Association to the City of Salem shall be assumed by the City of Salem.
- B. The American Legion Ambulance Association shall send a quarterly bill to the City and Township. The City and Township shall send their proportionate share within the first fifteen (15) days of each quarter. The cost of the services shall be calculated by using the Municipal Ambulance Board's approved fee schedule.
- C. The Municipal Ambulance Board's fee schedule shall be reconciled annually to allow proper funding to sustain the performing EMS system.

V. BREACH AND DEFAULT

- A. The aggrieved party shall also have any and all other rights and remedies as may be provided in law or equity in the event that the defaulting or breaching party fails to cure such default within the applicable grace period provided herein.
- B. In the event of any breach or default of this Agreement the aggrieved party may at any time, and in its sole discretion after notice, cure said breach or default for the account of and at the expense of the defaulting or breaching party. If the aggrieved party is compelled to pay or elects to pay any sum or money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees and court costs in instituting, prosecuting or defending any action to enforce the aggrieved party's rights under this Agreement, the sum so paid by the aggrieved party, with all interest, costs and damages, shall be deemed to be additional costs and shall be due from the defaulting or breaching party within thirty (30) days following the incurring of the respective expenses by the aggrieved party.

VI. MODIFICATION

Modifications within the scope of this instrument shall be made by mutual consent of parties, by the issuance of a written amendment; signed and dated by all parties prior to any changes being performed.

VII. NOTICES

All notices required under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notices shall be sent to the following:

Township of Carneys Point Attn.: Kenneth H. Brown, Mayor 303 Harding Highway Carneys Point, New Jersey 08069

AND

City of Salem Attn: Charles Washington, Jr., Mayor 17 New Market Street Salem, New Jersey 08079

AND

American Legion Ambulance Association Attn.: President 32 Maple Court Woodstown, New Jersey 08098

VIII. INDEMNIFICATION

In reference to this Agreement each party shall indemnify, protect, and hold harmless the other from and against any and all damages of any nature and kind, claims, suits of proceedings of any nature and kind, judgments, liabilities, losses, costs and expenses (including, but not limited to, attorneys fees, court and arbitration costs) brought against either party hereto in connection with the services contemplated in this Agreement.

IX. COMPLIANCE WITH SHARED SERVICES ACT

- A. Pursuant to the Shared Services Act <u>N.J.S.A.</u> 40A:65-l, et seq., this Agreement shall be filed with and open to the public for inspection at the offices of the Township Clerk of the Township of Carneys Point and the Business Administrator of the City of Salem, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto.
- B. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes by both parties hereto.

X. MISCELLANEOUS

Both parties hereto agree that the execution of this Agreement is an authorized act of each of the respective parties hereto. The proper resolutions of the parties have been adopted pursuant to law, authorizing execution of this agreement.

- A. Failure of either party to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Agreement or to exercise any of their respective rights hereunder shall not waive such rights, but each party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.
- B. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable, or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.
- C. The section headings contained herein are for convenience only and are not to be given any substantive effect.
- D. This Agreement executed by the parties constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties hereto.

- E. All the terms, covenants and conditions herein contained shall be for and inure to the benefit of, and shall be binding upon, the respective parties and their successors and assigns.
- F. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original thereof and which, together, constitute the whole.
- G. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, salem County, exclusive jurisdiction and venue of the Superior Court of New Jersey, exclusive jurisdiction and venue of the Superior Court of New Jersey, exclusive jurisdiction and jurisdiction and jurisdiction and jurisdic
 - H. Each party's obligations shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seals, this the 1st day of January 2022.

Witnessed or attested by:	CITY OF SALEM	
Clerk Witnessed or attested by:	Charles Washington, Jr., Mayor TOWNSHIP OF CARNEYS POINT	-
Clerk Witnessed or attested by:	By: Kenneth H. Brown, Mayor AMERICAN LEGION AMBULANG	_ CE
Witness	By:	

2022 Municipal Contribution to American Legion Ambulance Association

Municipality	Population 2020 Census	Projected 2022 Volume	Projected 2022 % of Calls in County	Artici p Ba	ecter ited cas se cal get	Proje Amici Credit B Rever	pated ased on		cipated Gap	Fina	rent ncial port	Partic Cost (gram:)	Parti Costs 649	022 cipation "the 7" at 6 of CP ntract
,				Ś	51,887	\$	39,723	\$	12,164	\$	-	\$	12,164 180,450	e c	116,000
Alloway Twp.	3,467	261	2%	1 ?	513,800		393,350	\$	120,450		60,000	\$	72,749	\$	14,239
ameys Point Twp.***	8,049	2,585	23%		35,188	3	26,939	₽\$	8,249		14,000	\$	5,313	13131,000,00	
Imer Boro	1,000		1%	\$	22,663	\$	17,350		5,313	\$		\$	8,459	i	
Elsinboro Twp.	1,036	100	2%	\$	36,082	\$	27,624	\$_	8,459	\ <u>\$</u>		3	18,805		
ower Alloway Creek	1,770		4%	15	80,216	\$	61,411		18,805			Ś	13,842		
Mannington Twp.****	1,806		3%	Ś	59,044	\$	45,202	\$	13,842 45,859			Š	45,859		
Oldsman Twp.	1,773			\$	195,620		149,761	15	45,655	╁╌╴		<u> </u>			
Pennsgrove Boro	5,147		+	\$	402,273		307,968		28,452	i S-	20,000 ـــــــــــــــــــــــــــــــــ	S	48,452	A CONTRACT OF STREET	31,009
Pennsville Twp.	13,409 4,016			\$ 1	121,368		92,916 157/294		48,166		39,600		87,766		56,170
Pilesgrove Twp.	9,39	A CONTRACTOR OF THE CONTRACTOR	The second secon	\$	205,460		41,549	_	12,72		-	\$	12,723		67,45
Pittsgrove Twp.	2,66			\$	54,273		215,509		65,99	\$	39,400		105,39		38,52
Quinton Twp.	5,14	5 L 41E		Ş	281,501 103.17		78,990		24,18		36,000	The second	60,188 52,188		33,40
Salem City Upper Pittsgrove Twp		519	the second secon		103.17		78,990		24,18	3 影響	28,000	15	117,16		356,79
Woodstown Boro	3,50	51		25.0	12,265, <i>73</i>		1,734,57			چ	p in Neut			\$	531,15
Total Activity]	11,39		2466-13-1						oa Ask	ing Count	y to Co	ver	\$	174,36
* Including Norma					ursing hom	or to ac	ount on t	he his	ther value	RΑ	Position		unty Supp	\$ or. \$	125,00 299,3 0

Estimated Cost/Per Capi \$25.00 Expense 2022 Projection \$ 2,265,731
Revenue 2022 Projectior \$ 1,734,575
Gapito cover \$ 531,156

^{***}Carneys Point's percentage of usage based on population includes nursing homes to account on the higher value

^{****}Call volume does not include calls at the Salem County Correctional Facility

RESOLUTION AUTHORIZING SIGNING AGREEMENT WITH LAURY PLUMBING AND HEATING FOR REPLACEMENT OF THE HVAC SYSTEM IN THE LIBRARY

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

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

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

WHEREAS, Kenia Nunez has recommended that the City accept the quote from Laury Plumbing and Heating of Pennsville in the amount of \$20,000.00; and;

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

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the Mayor is authorized to sign the agreement with Laury Plumbing and heating of Pennsville to replace the HVAC system in the Salem Public Library

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Earl Gage, Council President

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

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 20, 2021.

12-20-21

Date

Ben Angeli, RMC



511 Plum Street 856-692-3861 PO Box 727 2710 Vineland, NJ 08362-0727 jbucolo@ LauryHeating.com

(fax) 856-935-

Bucolo 609-352-1698

8/5/2021

John

Salem City Free Library 112 W. Broadway Salem, NJ 215-200-4344

mysalemlibrary@gmail.com

609-364-6572

COOLING PROPOSAL

Furnish and Completely Install:

1-Carrier 38AUZA12A0A5OAOAO High Eff. Central A/C - 10 Tons re- located behind the library

1-Carrier 40RUAA12AZA6OAOAO High Efficiency Indoor Fan Coil above the ceiling in the library

1-CAHWCOIL001A Hot Water Coil and piping

Wiring - Condensate Drain Connections

Clean and vacuum existing refrigerant lineset

One Year Parts and Labor Warranty

Five Year Partsr Warranty on the Compressor

Total Price-\$19,770

Respectfully Submitted; John Bucolo

Laury Heating Cooling Plumbing Sales Engineer

Terms: 50% deposit - 50% at completion unless financed Past due accounts will be charged at the rate of 18% per annum including all reasonable attorney fees Permit fees are not included in this quote.

•	·	Date	
Acceptance:			

Serving South Jersey Since 1945

RESOLUTION AUTHORIZING AN AGREEMENT WITH COMPLETE CONTROL SERVICES, INC FOR COMMUNICATIONS AND INSTRUMENTATION SERVICES FOR VARIOUS WATER UTILITY LOCATIONS

WHEREAS, the communications and instrumentation systems throughout the Water Utility has serious issue; and

WHEREAS, the Water Department Manager and has determined that it is costing the City in employee overtime to cover for false alarms or no alarms throughout the system; and

WHEREAS, it is vital to the efficient running of the Utility and in the Public Interest that the systems be repaired immediately; and

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

WHEREAS, Kenia Nunez has recommended that the City accept the quote (Attachment "A") from COMPLETE CONTROLS, INC of Egg Harbor City in the amount of \$17, 508.40.00; and;

WHEREAS, the CFO has determined that this is a necessary service and that the funds are available. Budget Account # 1-09-55-508-299

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the Mayor is authorized to accept the agreement from COMPLETE CONTROLS, INC of Egg Harbor City to repair the communications and instrumentation systems in various Water Utility locations

\ I_

Ben Angeli, RMC

CITY OF SALEM

Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
E. Gage			Χ			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X		·	ļ
G. Slaughter			X			
J. Smith			X	<u> </u>		

I, Ben Angeli, Clerk of the City of Salem, in the Canad correct copy of a Resolution adopted by the Cor	ounty of Salem, do hereby certify the foregoing to be a true mmon Council of the City of Salem on December 20, 2021.
Date	Ben Angeli, RMC



Complete Control Services 1515 Grant Street Egg Harbor City, NJ 08215 Phone: (609) 593-6219 Fax: (609) 593-6298 sales@completecontrolservices.com www.CompleteControlServices.com

Ship to ATTN John Mangenero (WRM) 518 Grieves Parkway Salem NJ 08079

Bill to City of Salem 17 New Market Street Salem NJ 08079

Email Address: john.manganaro@wrmops.com

Quote q700

Sales Rep: Steven Vanes Jr

Quote Expiration Date: 1/16/2022

Complete Control Services (CCS) is pleased to provide you with this proposal for the below referenced project.

mplete Control Servic	ces (CCS) is pleased to provide you with this proposal for the below relations.		Amount
i de la companione de l	Description :	Quantity 1	\$0.00
roject	City of Salem Water Treatment Plant SCADA Repairs/Programming		
	Plant: -Programming of Wells 2,6,7,8 -Programming of Start/Stop Level Setpoints and Control via Existing HMI Touchscreen Settings		
	Control Room: -CCS to Transfer Software and Graphics from Old PC to New PC Note: Original "Wonderware" Install Discs are Required to Transfer Software.		
	-CCS to Add Tank Start/Stop Well Control Setpoints and Start Control to Graphics Note: Existing Software Must Have Development License In Order to Make Graphic Modifications		
	Well 2: -Replacement of Existing Failed HMI Touchscreen -VFD Terminations for Well Start -VFD Programming for Well Remote Start		
	Well 6: -VFD Terminations for Well Start -VFD Programming for Well Remote Start		
	Well 7: -VFD Terminations for Well Start -VFD Programming for Well Remote Start		
	Well 8: -Replace Failed PLC CPU -Add PLC Programming for Remote Communication and Start/Stop Ability -Add HMI Touchscreen Programming -VFD Terminations for Well Start -VFD Programming for Well Remote Start		



Complete Control Services 1515 Grant Street Egg Harbor City, NJ 08215 Phone: (609) 593-6219 Fax: (609) 593-6298

sales@completecontrolservices.com www.CompleteControlServices.com

Instrumentation • C		Constitution	A m	ount
ltera e e e	Description Description	1		\$600.00
dministrative/Design	- Land Coope of Work Listed	32		\$4,800.00
abor, Non Contracted Rate	-All Technician Labor Required for Scope of Work Listed	1		\$8,400.00
rogramming	-All Programming Labor Required for Scope of Work Listed	1		\$2,400.00
Communication Testing/Startup	-Full Field Testing and Startup Procedures -Full Acceptance Testing and Reporting	1 - 1		\$799.50
HMI Touch Screen EA9-T6CL-R	C-more EA9 series touch screen HMI, 6in color TFT LCD, 320 x 240 pixel, QVGA, LED backlight, supports (1) serial and (2) USB ports and (1) memory card slot.			\$7,80
DirectLOGIC D4-454 Battery	Battery, replacement. For use with CLICK, DL06, D2-250(-1), D2-260, D2-262, D3-350, D4-454 and all Productivity Series CPUs and C-more EA7 series touch screen panels.			\$451.10°
Project	DirectLOGIC DL205 CPU, 15.8k words ladder memory, (1) RS-232 (RJ12) and (1) RS-232/RS-422/RS-485 (DB15HD female)			
	port(s).	1		\$50.00
Shipping Costs			Total:	\$17,508.40
	75 M 40 00		i Oidi.	ψι, 1000ι.

Subtotal: \$17,508.40

Tax:

\$0.00

- 1) This proposal is exclusive of any New Jersey Sales and Use Tax. CCS will request status from Taxation Department. If they determine the project to be taxable, NJ Sales Tax will be added to the final invoice.
- 2) Schedule: Schedule to be determined upon quote approval.
- 3) Payment: Invoicing to occur on a monthly order placement and labor completed basis.
- 4) Validity: This proposal is valid for 30 days from proposal date.
- 5) Limited Warranty: Goods are warranted for twelve (12) months from the date of final Acceptance or eighteen (18) months from the date of delivery, whichever period expires first.

Sincerely,

Steven R. Vanes Is

Director of Business Development (Signed electronically)

A RESOLUTION APPROVING THE USE OF THE COMPETITIVE CONTRACTING PROCESS FOR THE PROCUREMENT OF THE SERVICES OF AN INDEPENDENT FINANCIAL ADVISOR

WHEREAS, the Council seeks to procure the services of an independent financial advisor as set forth in the Water Infrastructure Protection Act (WIPA), N.J.S.A. 58:30-1 et seq, to review, analyze and report on the value of the City's public water and wastewater systems, the short and long-term impacts to rate payers of the cash flow structure of the proposed sale of said systems and to provide an estimate as to the financial requirements necessary to address the emergent conditions and to operate and maintain the systems; and

WHEREAS, the Council seeks to procure the services using the competitive contracting process, which is authorized by N.J.S.A. 40A:11-4.1(m), consulting services

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the competitive contracting process as authorized by N.J.S.A. 40A:11-4.1 et. seq shall be used to procure the services of an independent financial advisor (as set forth in the Water Infrastructure Protection Act (WIPA), N.J.S.A. 58:30-1 et seq) to review, analyze and report on the value of the City's public water and wastewater systems, the short and long-term impacts to rate payers of the cash flow structure of the proposed sale of said systems and to provide an estimate as to the financial requirements necessary to address the emergent conditions and to operate and maintain the systems.

BE IT FURTHER RESOLVED that legal counsel is authorized to prepare the specifications for, and the Clerk is authorized to advertise, a Request for Proposals for an independent financial advisor in a form approved by legal counsel.

ATTEST:

Ben Angeli, Ølerk

CITY OF SALEM

Earl Gage, Council Rresident

COUNCIL	MOVED	SECONDED	Υ	N	ABSTAIN	ABSENT
COUNCIL	NOVED	00001112	X	li		
R. Cline						
R. Davis			X	<u> </u>		
T. Gregory	X		<u> </u>		·	
V. Groce			X			
S. Kellum		X	X			
G. Slaughter			<u> </u>			
J. Smith			<u> </u>			
E. Gage			<u> </u>	<u> </u>		

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 20, 2021.

13-20-21

Ber Angeli, Clerk