

CITY OF SALEM
COMMON COUNCIL REGULAR MEETING MINUTES
AUGUST 16, 2021
6:30 PM

OPENING 6:30 PM

PLEDGE OF ALLEGIANCE: Council President Earl Gage

INVOCATION: Councilwoman Sharen Kellum

STATEMENT OF ADVERTISEMENT:

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

ROLL CALL:

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

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

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 the Proclamation honoring the Sponsors and Volunteers of the Salem Football Skills & Development Camp

COMMUNICATIONS/APPLICATIONS/REPORTS:

Approval of an entertainment license for Holy Temple Church on 9-25-21 Praise in the Park 12PM to 4PM

Motion: Gregory and Second: Groce

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

Approval of an entertainment license for Bobbitt for County Commissioner sponsored Gospel Extravaganza on Sunday 9-19-21 from 4PM to 7PM

Motion: Gregory and Second: Groce

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

Approval of entertainment license for The Huddle of South Jersey for use of football field on 10/2, 10/9, 10/23, 11/6 and additional dates to be determined. The activities will run from 10AM to 4PM. The Huddle is

Motion: Gregory and Second: Kellum

Six Council Members voted in favor and Gregory and Davis abstained in a voice vote.

Approval of vendor license for The Huddle of South Jersey to operate a concession stand at the Walnut Street Football Field during their game days (10/2, 10/9, 10/23, 11/6 and additional dates to be determined) from 10AM to 4PM. Tabled

Approval of a road solicitation permit for the Union Fire Company for a coin toss on 9/3 and 9/4 on east Broadway and Walnut Sts.

Motion: Gregory and Second: Kellum

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

SECOND READING OF AND HEARINGS FOR ORDINANCES:

ORD. 2107 AN ORDINANCE BY THE CITY OF SALEM IN THE COUNTY OF SALEM, NEW JERSEY PROHIBITING THE OPERATION OF ANY CLASS OF RECREATIONAL OR PERSONAL CANNABIS BUSINESSES WITHIN ITS GEOGRAPHICAL BOUNDARIES AND AMENDING SECTION 130-82 OF THE CITY OF SALEM CODE

Motion to open the public hearing on ORD. 2107: Gregory Second: Kellum Voice Vote: 8-0

There were no questions or comments from the public or Council members on Ord. 2107

Motion to close the public hearing on ORD. 2107: Gregory Second: Kellum Voice Vote: 8-0

Motion to adopt ORD 2107: Gregory Second: Kellum RCV: 8-0

ORD. 2108 AN ORDINANCE AMENDING CHAPTER 130 SECTION 35 LAND USE APPLICATION AND ESCROW FEES

Motion to open the public hearing on ORD. 2108: Gregory Second: Kellum Voice Vote: 8-0

There were no questions or comments from the public or Council members on Ord. 2108

Motion to close the public hearing on ORD. 2108: Gregory Second: Kellum Voice Vote: 8-0

Motion to adopt ORD 2108: Gregory Second: Kellum RCV: 8-0

INTRODUCTION OF ORDINANCES FOR FIRST READING:

This is the first reading and introduction. The public hearing for ordinance 2109 will be on September 20, 2021 at 6:30PM

ORD. 2109 AN ORDINANCE OF THE CITY OF SALEM AMENDING SECTION 2 OF CHAPTER 43 OF THE MUNICIPAL CODE OF THE CITY OF SALEM FIXING THE TITLES, SALARIES AND COMPENSATION RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF SALEM

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

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

RES. 2021-164 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH VAN CLEEF ENGINEERING ASSOCIATES, LLC FOR THE 2021 INSPECTION OF QUINTON POND DAM

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

RES. 2021-165 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH VAN CLEEF ENGINEERING ASSOCIATES, LLC FOR THE 2021 INSPECTION OF ELKINTON POND DAM

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

RES. 2021-166 A RESOLUTION APPROVING A ONE TIME STIPEND PAYMENT FOR THE COMMERCE DIRECTOR

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

RES. 2021-167 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AWARD CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY OFFICE OF THE ATTORNEY GENERAL

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

RES. 2021-168 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*
(6) *Matters of public protection*

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

COMMITTEE REPORTS:

ADMINISTRATION (Gage, Gregory, Kellum, Smith)

Mr. Gage stated that the committee was working on the promotional schedule for City employees. He stated that the budget will be amended and the final adoption would be in October.

PUBLIC SAFETY (Gage, Smith, Groce, Davis)

Mr. Gage spoke about the recent shootings in the City and the continuing search for police officers. He mentioned that we have grant money to hire officers.

PUBLIC WORKS (Groce, Gregory, Gage, Slaughter)

Mr. Angeli updated issues with water and sewer.

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

Councilwoman Cline said that they were working on the business licenses ordinance and CO ordinance. Mr. Davis had some concerns about the fee schedule that had been discussed in the past.

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

Councilwoman Slaughter spoke about the 9-26 clean-up project.

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

Mr. Bailey gave updates on projects he was working on. Mr. Davis spoke about getting some of the burned out buildings taken down,

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

Ms. Cline said that they were preparing a final budget for the State Monitor. She spoke about different ways of dividing up the \$1.5 Million that the City received in Supplemental Transitional aid.

MAYOR'S COMMENTS: No comments

CFO REPORT: Ms. Nunez spoke about the 20-21 budget process.

COMMERCE DIRECTOR REPORT: No report

OLD BUSINESS: None

NEW BUSINESS: Mr. Gage spoke about the tomato festival.

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.

Mr. Corbin, Davis Ave., asked about progress on the pool and if the money could be used for other things. He stated that he has seen lantern flies in the City. Ms. Bentley, Fenwick Ave., asked questions about the concession stand. She stated that resolution 95-113 gave them the right to use the concession stand. Asked if there was a resolution turning the concession stand over to any group like the alumni. Mr. Gage said that there had been some vandalism and the use of the stand had been turned over after that. Ms. Bentley asked for the resolution that showed that the stand had been turned over to the alumni.

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.

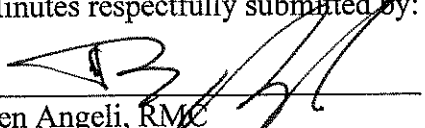
Motion to leave executive session: Gregory and Second: Kellum

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: SEPTEMBER 13, 2021 AT 6:30 PM

**CITY OF SALEM
PROCLAMATION
HONORING
the
SPONSORS AND VOLUNTEERS
of the
SALEM FOOTBALL SKILLS & DEVELOPMENT CAMP**

WHEREAS, the Mayor and Common Council of the City of Salem are honored to pay tribute to the sponsors and volunteers that organized and ran the Football Skills and Development Camp, held on July 25, 2021, and

WHEREAS, Jonathan Taylor, Indianapolis Colt's RB and a Salem High School Scholar-Athlete returned to his hometown to give back to his community by hosting the camp, free of charge for ages 5-14; and

WHEREAS, Jonathan Taylor shared his message to the campers, "no matter what you want to do in life just work hard, whether you want to be a professional athlete, a doctor, a lawyer, a teacher, you can be successful in life, all you need to do is hard work"; and

WHEREAS, Montrey Wright, Tim Gregory's Organization, The Huddle and SJRYFO (South Jersey Ram Youth Football Organization) worked together to plan, organize and helped sponsor the event; and

WHEREAS, all volunteers, and especially Veronica Wright-Santos, Chris Colon and Shonta Wright, gave a substantial amount of their time during the event; and

WHEREAS, Diamonds in the Rough gave a monetary donation and volunteered their time; and

WHEREAS, all the Coaching Staff including SHS Alumni Football players, especially Mark Anderson, Jr. and Rickie Turner, who aided the campers in participating in numerous drills, from basic stretches to agility, to position instruction such as running back, wide receiver and defensive line; and

WHEREAS, Ja'Yon Mejias created the graphic design for the youth's badges and t-shirts; and

WHEREAS, all participants who may not be mentioned such as coaches, players, training staff and campers, we offer much gratitude for their part in the success of the Salem Football & Development Camp; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Salem, in the County of Salem, State of New Jersey, do hereby proclaim and declare honor upon the sponsors and volunteers from the Salem Football & Development Camp.

Officially recorded this 16th day of August in the Year of Our Lord Two Thousand Twenty-One.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Mayor Charles Washington, Jr.

CITY OF SALEM
ORDINANCE NO. 2107

**AN ORDINANCE BY THE CITY OF SALEM IN THE COUNTY OF SALEM, NEW JERSEY
PROHIBITING THE OPERATION OF ANY CLASS OF RECREATIONAL OR PERSONAL
CANNABIS BUSINESSES WITHIN ITS GEOGRAPHICAL BOUNDARIES AND AMENDING
SECTION 130-82 OF THE CITY OF SALEM CODE**

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, section 31b of the Act authorizes municipalities by ordinance to prohibit the operation of any one or more classes of cannabis establishments, distributors, or delivery services anywhere in the municipality; and

WHEREAS, section 31b of the Act also stipulates, however, that any municipal regulation or prohibition must be adopted within 180 days of the effective date of the Act (*i.e.*, by August 22, 2021); and

WHEREAS, pursuant to section 31b of the Act, the failure to do so shall mean that for a period of five years thereafter, the growing, cultivating, manufacturing, selling and reselling of cannabis and cannabis items shall be permitted uses in all industrial zones, and the retail selling of cannabis items to consumers shall be a conditional use in all commercial and retail zones; and

WHEREAS, at the conclusion of the initial and any subsequent five-year period following a failure to enact local regulations or prohibitions, the municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, but any such ordinance would be prospective only and would not apply to any cannabis business already operating within the municipality; and

WHEREAS, the of the City of Salem has determined that, due to present uncertainties regarding the potential future impacts that allowing one or more classes of cannabis business might have on New Jersey municipalities in general, and on the City of Salem in particular, it is at this time necessary and appropriate, and in the best interest of the health, safety and welfare of City of Salem's residents and members of the public who visit, travel, or conduct business in the City, to amend the City of Salem's zoning regulations to prohibit all manner of recreational marijuana-related land use and development within the geographic boundaries of Salem City; and

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

1. Pursuant to section 31b of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16), all cannabis establishments, cannabis distributors or cannabis delivery services are hereby prohibited from operating anywhere in City of Salem, except for the delivery of cannabis items and related supplies by a delivery service to consumers and those medical cannabis establishments permitted under City Ordinance 2009 adopted October 19, 2020 as codified in the Salem City Code 130-5, 130-134 and 135-6.

2. Chapter 130 Section 82 (130-82) of the Salem City Code is hereby amended by adding to the list of prohibited uses, the following: " All classes of recreational or personal use cannabis establishments or recreational or personal use cannabis distributors or personal use or recreational cannabis delivery services as said terms are defined in section 3 of P.L. 2021, c. 16, are prohibited but not the delivery of cannabis items and related supplies by a delivery service or as those uses permitted in Chapter 130-154 as related to medical cannabis."

3. The restrictions and land use regulations set forth in Ordinance 2009 adopted October 19, 2020 and codified in the Salem City Code 130-5, 130-134 and 135-6 pertaining solely to medical cannabis operations are ratified.

4. Any article, section, paragraph, subsection, clause, or other provision of the City of Salem Code inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

5. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

6. This ordinance shall take effect upon its passage and publication and as otherwise provided for by law.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

Introduced: June 21, 2021

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on June 21, 2021. Public Hearing shall take place on August 16, 2021.

6-21-2021
Date


Ben Angeli, RMC

**CITY OF SALEM
ORDINANCE NO. 2108**

**AN ORDINANCE AMENDING CHAPTER 130 SECTION 35 LAND USE
APPLICATION AND ESCROW FEES**

WHEREAS, the Common Council of the City of Salem has undergone a review of its ordinances establishing fees for application and services rendered by the Planning Board and seeks to amend fees set forth in Chapter 130-35 of the City Code.

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of Salem, in the County of Salem and State of New Jersey that Section 35 of Chapter 130 of the Municipal Code, Land Use be amended as follows:

§130-35 A and B entitled “Fees” is hereby amended to read as follows:

A. The following fees shall be charged an applicant for review of an application by the Planning Board:

Every application for development shall be accompanied by Check(s) payable to City of Salem in accordance with the following schedule of Administrative Escrow Fees. **Administrative Fees and Escrow Fees shall be paid in separate checks.**

		Administrative Fees	Escrow Deposits
1.	Informal Review a. One (1) fifteen (15) minute appearance b. Any additional appearance	\$100 \$200	\$300 \$750
2.	Subdivisions a. Minor Subdivision Plat b. Preliminary Major Subdivision Plat c. Final Major Subdivision Plat d. Amended: Minor, Preliminary Major and/or Final Major Subdivision Plat e. Request for Re-approval or Extension of Time	\$100 \$500 \$500 \$200 \$300	\$1000 \$500 plus \$150 per lot. Minimum deposit shall be \$2000 \$250 plus \$75 per lot. Minimum deposit shall be \$1000 \$1000 \$300 plus \$25 per lot. Minimum deposit shall be \$500

3.	Site Plans		
	a. Minor	\$200	\$2000
	b. Preliminary Major Site Plan	\$300	\$500/acre or part thereof, plus \$50 per dwelling unit in the case of multiple family units and/or \$0.10/gross sq. ft. of building area in the case of non-residential buildings, provided a minimum \$4000 shall be deposited.
	c. Final Major Site Plan	\$200	\$250/acre or part thereof, plus \$25 per unit in the case of multiple-family units and/or \$0.05/gross sq. ft. of building area in the case of non-residential buildings, provided a minimum \$2000 shall be deposited.
	d. Amended Minor, Preliminary Major and/or Final Major Site Plan	\$200	\$1000
	e. Request for Re-approval or Extension of Time	\$300	\$300 plus \$100 per acre or part thereof
	f. Conditional uses (In addition to fees for Required Site Plan or Subdivision Review)	\$300	\$100 per acre or part thereof, Minimum deposit is \$1000
4.	Variances		
	a. Use and Others (NJSA 40:55D-70d)	\$300	\$2000
	b. Conditional Use and Bulk (NJSA 40:55D-70c)	\$300	\$500 first variance plus \$200 each additional variance
	c. Hardship (NJSA 40:55D-70c)	\$300	\$500
	d. Appeals and Interpretations	\$300	\$1000
	e. Permit (NJSA 40:55D-34 & 35)	\$300	\$1000
5	Site Plan Waivers	\$200	\$500

Application and Escrow Fees (Amended 3-6-1996 by Ord. No. 96-2)

1. The application fees and escrow fees received hereinabove are minimums which must accompany the application. An application shall not be deemed complete until the application fee and escrow fee required have been paid. The Planning Board shall exercise its discretion in

establishing the figure required for the escrow fund in the event that the project will require more time for review than has been provided for by the figures received hereinabove or the project is of a nature that is not expressly included in one of the aforementioned categories.

2. Application fees and escrow fees must be submitted in separate checks payable to Salem City.

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

BE IT FURTHER ORDAINED that this ordinance shall take effect after adoption and publication in accordance with law.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Earl Gage, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on July 19, 2021. Public Hearing shall take place on August 16, 2021.

Date

Ben Angeli, RMC

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

Date

Charles Washington Jr, Mayor

I, Ben Angeli, Municipal Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on August 16, 2021.

Date

Ben Angeli, RMC

**CITY OF SALEM
ORDINANCE 2109**

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

BE IT ORDAINED by the Common Council of the City of Salem, in the County of Salem and State of New Jersey that Section 2 of Chapter 43 of the Municipal Code as last amended by Ordinance 1307, 1622, 1907 and 2008 be amended as follows:

SECTION 1.

This ordinance sets the minimum and maximum salaries (listed in Attachment A) for the non-contractual officers and employees of the City of Salem, Salem County, State of New Jersey, in accordance with the provisions of this Ordinance, as set forth below to be effective upon adoption.

SECTION 2. Collective Bargaining Units

Salaries, remuneration, allowances and expenses as may be provided for by any Collective Bargaining Agreement or Employment Agreement approved by the Common Council of the City of Salem shall be paid in accordance with said agreement(s).

SECTION 3. All ordinances or parts of ordinances or any resolutions of the City of Salem inconsistent herewith are repealed in full.

SECTION 4. If any part or parts of the Ordinance are for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately after final passage and publication as provided by law.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Earl Gage, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on August 16, 2021. Public Hearing shall take place on September 20, 2021.

Date

Ben Angeli, RMC

Salary Ordinance - Attachment

Sep-21

	SALARY RANGE		
	Minimum	Maximum	
ADMINISTRATION	=====	=====	
Mayor		\$8,700.00	Yearly
Council President		\$7,200.00	Yearly
Council Member		\$6,700.00	Yearly
City Administrator	\$40,000.00	\$85,000.00	Yearly
City Clerk	\$40,000.00	\$55,000.00	Yearly
Deputy Municipal Clerk	\$20,000.00	\$40,000.00	Yearly
Director of Commerce	\$35,000.00	\$67,000.00	Yearly
MUNICIPAL COURT	=====	=====	
Judge	\$18,000.00	\$24,000.00	Yearly
Court Administrator	\$38,000.00	\$60,000.00	Yearly
Deputy Court Administrator	\$28,000.00	\$40,000.00	Yearly
FINANCE	=====	=====	
Chief Financial Officer / Tax Collector	\$70,000.00	\$104,000.00	Yearly
Chief Financial Officer	\$75,000.00	\$90,000.00	Yearly
Tax Collector	\$30,000.00	\$60,000.00	Yearly
Tax Assesor	\$15,000.00	\$24,000.00	Yearly
Deputy Treasurer	\$40,000.00	\$65,000.00	Yearly
Tax Search Officer	\$800.00	\$1,300.00	Yearly
Municipal Search Officer	\$800.00	\$1,300.00	Yearly
Public Safety	=====	=====	
Chief of Police	\$80,000.00	\$115,000.00	Yearly
Lieutenant	\$75,000.00	\$95,000.00	Yearly
Corporal - Additional		\$1,000.00	Yearly
Special Officer, Class 2		\$35.50	Per Hr.
Special Officer, Class 1		\$15.30	Per Hr.
Emergency Management Coordinator	\$4,000.00	\$6,000.00	Yearly
Deputy Emergency Mgmt. Coordinator	\$2,000.00	\$4,000.00	Yearly
Confidential Secretary (Full Time)	\$35,000.00	\$50,000.00	Yearly
Confidential Secretary (Part Time)	\$15.00	\$35.00	Per Hr.
Public Works	=====	=====	
Superintendent of Public Works	\$90,000.00	\$160,000.00	Yearly
Water Superintendent	\$80,000.00	\$95,000.00	Yearly
Sewer Superintendent	\$80,000.00	\$95,000.00	Yearly
Street Superintendent	\$65,000.00	\$85,000.00	Yearly

**CITY OF SALEM
RESOLUTION 2021-164**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH VAN CLEEF ENGINEERING ASSOCIATES, LLC FOR THE 2021
INSPECTION OF QUINTON POND DAM**

WHEREAS, the City of Salem is in need of professional services to conduct an inspection of the Quinton Pond Dam in accordance with the NJDEP's guidelines for the same; and

WHEREAS, the firm of Van Cleef Engineering Associates, Inc. has proposed to provide the services in accordance with their letter dated April 21, 2021 in the amount of \$3,000.00; and

WHEREAS, the Salem City CFO has certified that the funds are available for the services.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, in the County of Salem and the State of New Jersey that the Mayor is authorized to execute an agreement with Van Cleef Engineering Associates, Inc. to provide services for the inspection and report in accordance with the NJDEP's guidelines in the amount of \$3,000.00 as set forth in their proposal dated April 21, 2021

ATTEST:


Ben Angeli, RMC

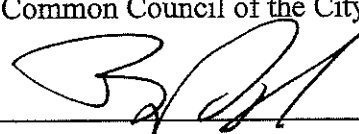
CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 16, 2021.

8-16-21
Date


Ben Angeli, RMC



Since 1972 • Consulting Civil Engineers | Land Development | Municipal |
Bridges | Highways | Construction Management | Construction Inspection |
Dams | Geotechnical | Hydraulics/Hydrology | Water/Wastewater |
Stormwater Management | Surveying | Planning | Landscape Architecture

Nell I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E., P.P., CME, CPWM
Samuel D. Costanzo, P.E. & P.P.
Cynthia V. Norfleet, COO
Mark A. Bahnck, P.E.
Lawrence M. Diffley, P.E., PTOE
Michael K. Ford, P.E., P.P.
Jeffrey W. Munzing, P.E.
Stanley J. Schrek, P.E., A.I.A., P.P., CME, LEED AP
Herbert J. Seeburger, Jr., P.E., CME, CPWM

April 21, 2021

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

Re: Proposal for 2021 Inspection of Quinton
Pond Dam, NJDEP File No. 30-2, Quinton
Township, Salem County, NJ
Proposal No. XNJ-SA-A-02

Dear Mr. Angeli:

Pursuant to your request, we are submitting our proposal for the inspection of Quinton Pond Dam (NJDEP File No. 30-2) owned by the City of Salem. The inspection will be performed in accordance with the NJDEP "Guidelines for Inspection of Existing Dams", dated January 2017.

SERVICES TO BE RENDERED BY THE CONSULTANT

The Consultant shall provide the following services in accordance with NJDEP requirements and guidelines for a "Regular" dam inspection:

1. Perform a visual field inspection of the dam and its appurtenances by a qualified, New Jersey licensed professional engineer to detect any signs of deterioration or developing weakness of the dam or unsafe hydraulic or structural behavior.
2. A completed Visual Inspection Checklist (per NJDEP guidelines). Recommendations for repairs and improvements to the dam will be included with the Visual Inspection Checklist, however, quantities and associated costs will be provided under Item 4 of "Additional Services to be Rendered by the Consultant", as authorized by the client.
3. A completed New Jersey Dam Safety Compliance Schedule Form (per NJDEP guidelines).
4. One (1) copy of the Dam Inspection Report (including the Visual Inspection Checklist and the New Jersey Dam Safety Compliance Schedule Form) with repair recommendations and color photographs will be provided to NJDEP with an additional copy of this report submitted to the City of Salem.
5. Since this dam is classified as a Class II (Significant Hazard) dam, all addresses, e-mails and phone numbers contained in the existing Emergency Action Plan will be verified and updated, as required.
6. The existing Operation and Maintenance Manual will be confirmed and its adequacy determined.

A hydraulic/hydrologic study of the dam is not included as part of this inspection.

ADDITIONAL SERVICES TO BE RENDERED BY THE CONSULTANT

The Consultant shall provide the following additional services only upon specific written authorization by the Client. The cost of providing these services shall be negotiated and agreed to by the Client prior the Consultant proceeding with the work.

1. Surveying and/or office research/investigation required to determine the drainage area, impoundment

VanCleeEngineering.com

Please Reply To:

PHILLIPSBURG NJ OFFICE

755 Memorial Parkway, Suite 110 • Phillipsburg NJ 08865
908.454.3080 • Fax: 908.454.1397

With Other Offices In:

Hillsborough NJ • Lebanon NJ • Mt. Arlington NJ • Freehold NJ
Toms River NJ • Hamilton NJ • Doylestown PA • Bethlehem PA
Mechanicsburg PA • Leesport PA • Newark DE

RE: Proposal for 2021 Inspection of Elkinton
Pond Dam, NJDEP File No. 30-1
Alloway & Quinton Townships, Salem Co., NJ
Proposal No. XNJ-SA-A-02

April 21, 2021
Page -2-

area and other hydraulic/hydrologic information. For purposes of this proposal, the existing hydraulic/hydrologic information and inundation mapping will be considered satisfactory.

2. Updating and/or preparation of an Emergency Action Plan beyond verifying and updating the contact information as outlined in Item 5 of "Services to be Rendered by the Consultant".
3. Updating and/or preparation of an Operation and Maintenance Manual based on the findings of the review outlined in Item 6 of "Services to be Rendered by the Consultant".
4. Design work and/or cost estimates required for the recommended repairs and/or rehabilitation of the dam.
5. Coordination, technical assistance and/or additional field visits, as requested by the Client, in the implementation of any recommended repairs to the dam.

REIMBURSEMENT

The work listed under **SERVICES TO BE RENDERED BY THE CONSULTANT** shall be performed for a lump sum fee of **\$3,000.00**.

Revisions required as a result of a change in scope of the project or any work required which is not specifically included in this proposal under **SERVICES TO BE RENDERED BY CONSULTANT** shall be considered Extra Work and shall be billed at the then current hourly billing rates established by this office. Any design or drafting work required to implement recommended repairs and/or rehabilitation of the dam will be considered as Extra Work.

Reimbursement for services shall be made monthly based upon the percentage of work which has been completed. Interest at a rate of 1½ % per month shall be charged against any invoices which have not been paid within 30 days of invoice date. Any approved direct costs incurred by the Consultant beyond the scope of this Proposal shall be reimbursed at the direct cost plus 20 percent.

Failure to compensate the consultant within thirty (30) days of statement invoice may result in the discontinuance of work until satisfactory arrangements can be made.

TERMINATION OF AGREEMENT

If this agreement is terminated at the request of either party for valid reasons, the consultant shall be compensated based upon the status of the project at time of termination at the then current hourly billing rates for any work completed since the previous invoice.

REPORT DOCUMENTS

All original reports and related documents, including drawings, field notes, calculations and any other work product generated for this project, shall remain in the possession of the Consultant, unless otherwise provided by statute or written contractual agreement.

All work product, whether original or copies, shall remain the property of the Consultant. The Client shall be permitted to retain copies of the report and other work product for information, reference and use in connection with the Project. However, neither the Client nor any of his successors shall be entitled to use the report or other work product for their intended purpose unless the Consultant has been fully compensated for his work in their preparation. Further, this report shall not be used by the Client for any purpose other than that for which it is intended, except by agreement in writing and with appropriate



RE: Proposal for 2021 Inspection of Elkinton
Pond Dam, NJDEP File No. 30-1
Alloway & Quinton Townships, Salem Co., NJ
Proposal No. XNJ-SA-A-02

April 21, 2021
Page -3-

compensation to the Consultant. The Client shall not sell or otherwise distribute any copies of the report without the Consultant's written consent.

SCHEDULE OF WORK

We will be available to begin work on this project within ten (10) days from Notice to Proceed. We will make arrangements with you to schedule our site visit to perform the inspection of the dam. NJDEP "Guidelines for Inspection of Existing Dams", dated January 2017, require that all dam inspections be performed during the period of March through December. It would be our preference to perform the inspection in April or early May before vegetation fully emerges so that we can perform a more thorough inspection of the earthen embankment.

If you have any questions or would like to discuss this Proposal, please do not hesitate to call us. If acceptable, please sign in the space provided and return one (1) copy for our files.

Very truly yours,

VAN CLEEF ENGINEERING ASSOCIATES, LLC

A handwritten signature in black ink, appearing to read "Peter W. Olieman".

Peter W. Olieman, P.E.
Director of Environmental Engineering

ACCEPTED:

SIGNATURE

DATE

TYPED OR PRINTED NAME

TITLE

**CITY OF SALEM
RESOLUTION 2021-165**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH VAN CLEEF ENGINEERING ASSOCIATES, LLC FOR THE 2021
INSPECTION OF ELKINTON POND DAM**

WHEREAS, the City of Salem is in need of professional services to conduct an inspection of the Elkinton Pond Dam in accordance with the NJDEP's guidelines for the same; and

WHEREAS, the firm of Van Cleef Engineering Associates, Inc. has proposed to provide the services in accordance with their letter dated April 21, 2021 in the amount of \$3,000.00; and

WHEREAS, the Salem City CFO has certified that the funds are available for the services.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, in the County of Salem and the State of New Jersey that the Mayor is authorized to execute an agreement with Van Cleef Engineering Associates, Inc. to provide services for the inspection and report in accordance with the NJDEP's guidelines in the amount of \$3,000.00 as set forth in their proposal dated April 21, 2021

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 16, 2021.

Date

Ben Angeli, RMC



Since 1972 • Consulting Civil Engineers | Land Development | Municipal |
Bridges | Highways | Construction Management | Construction Inspection |
Dams | Geotechnical | Hydraulics/Hydrology | Water/Wastewater |
Stormwater Management | Surveying | Planning | Landscape Architecture

Neil I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E., P.P., CME, CPWM
Samuel D. Costanzo, P.E. & P.P.
Cynthia V. Norfleet, COO
Mark A. Bahnick, P.E.
Lawrence M. Diffley, P.E., PTOE
Michael K. Ford, P.E., P.P.
Jeffrey W. Munzing, P.E.
Stanley J. Schrek, P.E., A.I.A., P.P., CME, LEED AP
Herbert J. Seeburger, Jr., P.E., CME, CPWM

April 21, 2021

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

Re: Proposal for 2021 Inspection of Elkinton
Pond Dam, NJDEP File No. 30-1,
Alloway & Quinton Townships, Salem
County, NJ; Proposal No. XNJ-SA-A-02

Dear Mr. Angeli:

Pursuant to your request, we are submitting our proposal for the inspection of the Elkinton Pond Dam (NJDEP File No. 30-1) owned by the City of Salem. The inspection will be performed in accordance with the NJDEP "Guidelines for Inspection of Existing Dams", dated January 2017.

SERVICES TO BE RENDERED BY THE CONSULTANT

The Consultant shall provide the following services in accordance with NJDEP requirements and guidelines for a "Regular" dam inspection:

1. Perform a visual field inspection of the dam and its appurtenances by a qualified, New Jersey licensed professional engineer to detect any signs of deterioration or developing weakness of the dam or unsafe hydraulic or structural behavior.
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4. One (1) copy of the Dam Inspection Report (including the Visual Inspection Checklist and the New Jersey Dam Safety Compliance Schedule Form) with repair recommendations and color photographs will be provided to NJDEP with an additional copy of this report submitted to the City of Salem.
5. Since this dam is classified as a Class I (High Hazard) dam, all addresses, e-mails and phone numbers contained in the existing Emergency Action Plan will be verified and updated, as required.
6. The existing Operation and Maintenance Manual will be confirmed and its adequacy determined.

A hydraulic/hydrologic study of the dam is not included as part of this inspection.

ADDITIONAL SERVICES TO BE RENDERED BY THE CONSULTANT

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1. Surveying and/or office research/investigation required to determine the drainage area, impoundment

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RE: Proposal for 2021 Inspection of Elkinton
Pond Dam, NJDEP File No. 30-1
Alloway & Quinton Townships, Salem Co., NJ
Proposal No. XNJ-SA-A-02

April 21, 2021

Page -2-

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RE: Proposal for 2021 Inspection of Elkinton
Pond Dam, NJDEP File No. 30-1
Alloway & Quinton Townships, Salem Co., NJ
Proposal No. XNJ-SA-A-02

April 21, 2021
Page -3-

compensation to the Consultant. The Client shall not sell or otherwise distribute any copies of the report without the Consultant's written consent.

SCHEDULE OF WORK

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If you have any questions or would like to discuss this Proposal, please do not hesitate to call us. If acceptable, please sign in the space provided and return one (1) copy for our files.

Very truly yours,

VAN CLEEF ENGINEERING ASSOCIATES, LLC

A handwritten signature in black ink, appearing to read "Peter W. Olieman".

Peter W. Olieman, P.E.
Director of Environmental Engineering

ACCEPTED:

SIGNATURE

DATE

TYPED OR PRINTED NAME

TITLE

**CITY OF SALEM
RESOLUTION 2021-165**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH VAN CLEEF ENGINEERING ASSOCIATES, LLC FOR THE 2021
INSPECTION OF ELKINTON POND DAM**

WHEREAS, the City of Salem is in need of professional services to conduct an inspection of the Elkinton Pond Dam in accordance with the NJDEP's guidelines for the same; and

WHEREAS, the firm of Van Cleef Engineering Associates, Inc. has proposed to provide the services in accordance with their letter dated April 21, 2021 in the amount of \$3,000.00; and

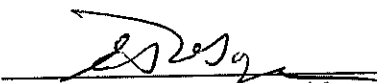
WHEREAS, the Salem City CFO has certified that the funds are available for the services.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, in the County of Salem and the State of New Jersey that the Mayor is authorized to execute an agreement with Van Cleef Engineering Associates, Inc. to provide services for the inspection and report in accordance with the NJDEP's guidelines in the amount of \$3,000.00 as set forth in their proposal dated April 21, 2021

ATTEST:


Ben Angeli, RMC

CITY OF SALEM

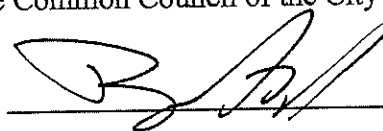

Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 16, 2021.

8-16-21

Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2021-166**

**A RESOLUTION APPROVING A ONE TIME STIPEND PAYMENT
FOR THE COMMERCE DIRECTOR**

WHEREAS, Charles Matthew Bailey is employed by the City of Salem as the Commerce Director and Deputy Municipal Clerk; and

WHEREAS, Mr. Bailey's normal work load as Commerce Director has been expanded in many areas; and

WHEREAS, Mr. Bailey has been required to spend additional time beyond the normal work day including many night meetings; and

WHEREAS, the Mayor and Governing body desires to pay Mr. Bailey a one-time stipend of \$4,000; and

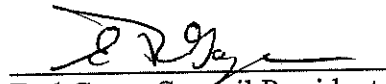
WHEREAS, the Salem City CFO has certified that the funds are available for the services.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, in the County of Salem and the State of New Jersey that Charles Matthew Bailey be paid a one-time stipend of \$4,000.00

ATTEST:


Ben Angeli, RMC

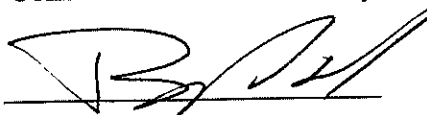
CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 16, 2021.

8-16-21
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2021-167**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AWARD
CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC
SAFETY OFFICE OF THE ATTORNEY GENERAL**

WHEREAS, the City of Salem Police Department has received an Award Contract from the New Jersey Department of Law and Public; and

WHEREAS, said Award Contract provides for the City of Salem to receive \$44,836.00 under project title SFY21 Body Worn Camera Grant Program with State Account Number BFY21-100-066-1020-495; and

WHEREAS, the Grant Number is 21-BWC-390 for the grant period of five years beginning on the date of award (6/25/2021); and

WHEREAS, the Grant monies will be used for body-cam hardware, associated software and cloud storage; and

WHEREAS, the City of Salem by way of this resolution "does Accept" the Award as part of the City's participation in the State grant program as administered by the State of New Jersey, Department of Law and Public Safety.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, in the County of Salem and the State of New Jersey that the Mayor is authorized to execute an Award Contract with the Department of Law and Public Safety.

ATTEST:


Ben Angeli, RMC

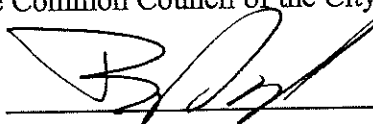
CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 16, 2021.

8-16-21
Date


Ben Angeli, RMC



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
AWARD CONTRACT**

PROJECT TITLE SFY21 Body-Worn Camera Grant Program	AWARD AMOUNT
IMPLEMENTING AGENCY	STATE: \$44,836.00 MATCH: \$0 TOTAL: \$44,836.00
RECIPIENT: Salem City Police Department	
STATE ACCOUNT NO. BFY21-100-066-1020-495	DATE OF AWARD: 6/25/2021

In accordance with the provisions of P.L. 2020, c. 142, N.J.S.A. 40A:14-118.3-.5, the Attorney General Law Enforcement Directive No. 2015-1, and based on the program application, the Office of the Attorney General hereby awards to the above-named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

The subaward is subject to all applicable federal and state statutes and the requirements set forth in the general conditions, special conditions, approved budget, application authorization, and certifications attached to this program. The subaward is also subject to all applicable federal, state, and local financial accounting requirements, including the filing of single audits as required by 2 C.F.R. Part 200.500 et seq. and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). Lastly, this Subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds.

FOR THE RECIPIENT

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY,
OFFICE OF THE ATTORNEY GENERAL

Signature of Authorizing Official

Attorney General or Designee

Typed Name and Title of Authorizing Official

Date

Award Number: 21-BWC-390

Award Period:
January 1, 2021 - December 31, 2025

Recipient Fiscal Year Start Date:

Contact:
John Cooney, Grant Analyst
Office of the Attorney General
John.Cooney@njoag.gov

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

**SFY21 BODY-WORN CAMERA
GRANT PROGRAM**

GENERAL CONDITIONS

1. **Legal Authority for the Application:** The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. **Compliance with State and Federal Laws:** The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Office of the Attorney General (OAG) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. **Prohibition Against Conflicts of Interests:** The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
5. **Anti-Discrimination/Affirmative Action:** The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.

6. **Debarments and Suspensions:** The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. **Minimum Wage/Maximum Hours:** The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
8. **Financial Management System:** The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. **Accounting Records:** The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as OAG may prescribe.
10. **Audit Requirements:** The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to OAG any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to OAG any changes in its fiscal year.
11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.
12. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, OAG and the State of New Jersey. The Grantee also agrees that it will submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on

this grant. The State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

13. **Budget Revisions/Grant Extensions:** The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
- a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
 - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
 - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact OAG in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from OAG via a OAG Grant Adjustment Request Form.
14. **Program Income:** The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. The use of program income must be shown on the detailed cost statements.
- State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
15. **Licensing and Publishing:** The Grantee agrees that L&PS and OAG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to

publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

16. **Records Retention:** Unless otherwise directed by OAG, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
17. **Access to Records:** The Grantee agrees to give the New Jersey Attorney General, L&PS and OAG through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
18. **Grant Fund Availability:** Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
19. **Subcontracts and Assignments:** The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
20. **Advances of State Grants:** If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.

21. **Failure to Comply with Award Conditions:** If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
22. **Grant Termination:** When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.
23. **L&PS Termination of the Grant:** The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
24. **Mutual Termination of the Grant:** L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
25. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

Grant Termination - Notification and Due Process: If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

High Risk Grantees: Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee: Has a history of unsatisfactory performance.
 - i. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
 - i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

27. **Corruption of Public Resources Act:** The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
28. **Prohibition Against State Employee Status:** The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
29. **Indemnification by non-State Agencies:** The Grantee agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
30. **Release by State Agencies:** The Grantee shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Grantee and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively for purposes set forth in the grant application.
2. **Prohibition of Supplanting:** The Grantee agrees that funds made available under this program will be used to supplement but not supplant funds that were, or are, set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Office of the Attorney General (OAG), and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey.
4. **Attorney General's Directive on Body-Worn Cameras:** Attorney General's Directives on Body-Worn Cameras: The Grantee must comply with Attorney General Law Enforcement Directive No. 2015-12021-5, *Law Enforcement Directive Regarding Police Body-Worn Cameras (BWCs) and Stored BWC Recordings*; Attorney General Law Enforcement Directive 2019-4, *Directive Ensuring the Independent Investigation of Criminal Cases Involving Police Use-of-Force or In-Custody Deaths*; as well as any updates to laws and statutes related to BWCs (i.e., N.J.S.A. 40A:14-118.3-.5), and/or new or supplemental guidance to policy, Directives, or Guidelines, concerning BWCs that may occur at the direction and authority of the Attorney General.
5. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 1. Therefore, the State award and the required fringe benefit match under the Body-Worn Cameras Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
6. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
7. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other BWC grant awards for delinquent reporting.*

8. **Availability of Grant Funds:** The Grantee understands that annual funding for the Body-Worn Cameras Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.
9. **Purchase of Equipment, Consumable Supplies, and Services:** The Grantee agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Grantee agrees that all equipment purchased under the subaward will be tagged and properly inventoried to reflect use of federal or State funds, as applicable. The Grantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
10. **Eligible Expenses:** Recipients of Body-Worn Camera Grant Program funding will be allotted a fixed dollar amount for each camera to be purchased. This dollar amount will exceed the cost of a camera. The excess funding is to be used for ancillary equipment such as clips, chargers, batteries, etc., as well as storage costs. Recipients are not to profit from this funding; ALL funding is to be used towards the cost of implementing the Body-Worn Camera Grant Program. It is the responsibility of the recipient to maintain proof of all expenditures; this documentation will be requested in the event of an audit or site visit.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Body-Worn Cameras Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

Salem City Police Department

Grant # 21-BWC-390

Awardee

Printed Name

(Mayor, Chief Executive or Village President)

Signature

(Mayor, Chief Executive or Village President)

Date

*NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL*

**DEPARTMENT OF LAW & PUBLIC SAFETY
REQUIRED RESOLUTION & CERTIFICATION**

To participate in the State grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of State funds and your participation in the State grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

Resolutions developed by your agency or jurisdiction for your exclusive use may be used;¹ however, your Resolution must include the following data elements:

The name of the Recipient's Unit of Government/Non-Profit Organization;

The name of the State Grant Program;

The Award number;

The Award period;

The total amount of the award which must **include and specifically identify** the State amount and any required in-kind or cash match (if applicable, also identify any required local match);

Language indicating that the Recipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Award; and

Language indicating that the Recipient is accepting the specific grant of funds for the purpose described in the application.

Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.

¹ If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.



**CITY OF SALEM
RESOLUTION 2021-168**

**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*
(6) Matters of public protection

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

- (1) *Matters Required by law to be confidential*: Any matter which by express provision of the Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- (2) Any matter in which the release of information would impair the right to receive federal funding.
- (3) *Matters involving individual privacy*: Any matter, the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations or other personal material of any education, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned .
- (4) *Matters pertaining to a collective bargaining agreement*: Any matter involving a collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- (5) *Matters relating to the purchase, lease acquisition of real property or investment of public funds*: Any matter involving the lease, purchase or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- (6) *Matters of public protection*: Any tactic and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection.
- (7) *Matters relating to litigation, negotiations and attorney-client privilege*: Any matter of pending or anticipated litigation or contract negotiation other than in (4) above in which the Board is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required for the attorney to exercise ethical duties as a lawyer.
- (8) *Matters relating to the employment relationship*: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of , promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all of the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed in public.
- (9) *Deliberations after public hearing*. Deliberations by the Board occurring after a public hearing that may result in a civil penalty or the suspension or loss of a license or permit of a responding party; and

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

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

- (8) *Matters relating to the employment relationship*
- (6) *Matters of public protection*

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

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 16, 2021.

8-16-21
Date


Ben Angeli, RMC