

CITY OF SALEM
COMMON COUNCIL CAUCUS MEETING AGENDA
OCTOBER 10, 2023
6:30PM

OPENING 6:30PM

PLEDGE OF ALLEGIANCE: Council President Earl Gage

INVOCATION: Council President Earl Gage

STATEMENT OF ADVERTISEMENT:

The Deputy 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.

ROLL CALL:

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

Also present: Mayor Veler, Admin/Clerk Ben Angeli, Solicitor McCann, CFO Nunez, Commerce Director Bailey, Deputy Clerk Mandy Renner.

APPROVAL OF BILLS:

Motion: Gregory and Second: Kellum

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

Ben 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.

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

Motion to open: Gregory and Second: Kellum

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

No questions were asked by the public

Motion to close the public portion on agenda items: Gregory and second: Smith

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

Mayor Veler read a Proclamation honoring The Second Baptist Church of Salem

COMMUNICATIONS/APPLICATIONS/REPORTS:

Approval of an Entertainment License for Marvin Ford for community Barbeque on October 14, 2023 at MLK park.

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

APPROVAL OF MINTUES

2/14/2022 Council Caucus Meeting
Motion to approve: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote. Abstain- Smith

2/14/2022 Executive session
Motion to approve: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote. Abstain- Smith

2/22/2022 Regular Council Meeting
Motion to approve: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote. Abstain- Slaughter and Smith

2/22/2022 Executive Session
Motion to approve: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote. Abstain- Slaughter and Smith

11/29/2022 Special Council Meeting
Motion to approve: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote. Abstain- Slaughter and Kellum

11/29/2022 Executive Session
Motion to approve: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote. Abstain- Slaughter and Kellum

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

RES. 2023-249 A RESOLUTION AUTHORIZING SIGNING THE MEMORANDUM OF UNDERSTANDING ADENDUM FOR CY2023 SUPPEMENTAL TRANSITIONAL ISD IN THE AMOUNT OF \$2,100,000.00 BETWEEN THE CITY OF SALEM AND THE DIRECTOR OF THE DIVISON OF LOCAL GOVERNMENT SERVICES

Motion to adopt: Gregory and Second: Kellum
Roll Call: Davis, Gregory, Groce, Kellum, Gage voted yes.

RES. 2023-250 A RESOLUTION APPROVING AGREEMENT WITH SOUTH JERSEY PORT CORPORATION

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

RES. 2023-251 AUTHORIZING AN AWARD OF CONTRACT TO HUDCHOICE PLANNER/COORDINATOR, IN A JOINT PARTNERSHIP WITH THE SALEM HOUSING AUTHORITY FOR THE RESIDENTS OF THE WESTSIDE COURT APARTMENT COMPLEX AND RECREATIONAL PARK

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

RES. 2023-252 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH FRA TECHNOLOGIES FOR SOFTWARE RENEWAL AND SUPPORT FOR ANIMAL LICENSING

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

RES. 2023-253 RESOLUTION OF THE COMMON COUNCIL OF SALEM CITY RESCINDING RESOLUTION 2023-227 FOR CHANGE ORDER NO. 1 TO THE NJDOT SMITH STREET RECONSTRUCTION PROJECT- IN THE AMOUNT OF \$8,250.00

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

RES. 2023-254 RESOLUTION AUTHORIZING EXECUTIVE SESSION
(5) Matters relating to the purchase, lease acquisition of real property or investment of public funds
(8) Matters relating to the employment relationship

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

RES. 2023-255 AUTHORIZATION TO CANCEL GRANTS RECEIVABLES AND RESERVES

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

RES. 2023-256 EMERGENCY APPROPRIATION

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

RES. 2023-257 AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE CITY OF SALEM AND THE COUNTY OF SALEM FOR POLICE DISPATCH

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

RES. 2023-258 RESOLUTION AUTHORIZING A RETAINER AGREEMENT WITH THE LAW FIRM OF KEVIN MADONNA, PLLC TO INVESTIGATE AND ASSES POTENTIAL CLAIMS AGAINST VARIOUS DEFENDANTS RELATED TO PFAS' CONTAMINATION AFFECTING CITY WELLS AND TO PROVIDE LEGAL REPRESENTATION IN ANY CIVIL ACTION AS MAY BE FILED ON BEHALF OF THE CITY OF SALEM

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

RES. 2023-259 A RESOLUTION APPROVING ENGINEERING SERVICES FOR DESIGN AND PERMITTING SERVICES FOR THE TREATMENT PF PFAS

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

RES. 2023-260 PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION IN THE 2023 BUDGET CHAPTER 159 IN THE CITY OF SALEM, COUNTY OF SALEM, STATE OF NEW JERSEY NJ DCA DLGS LEAD ASSITANCE GRANT PROGRAM (LGAP)

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

COMMITTEE REPORTS AND DISCUSSION:

ADMINISTRATION (Gage, Gregory, Kellum, Smith) Gage discussed the Grant Writer position

PUBLIC SAFETY (Gage, Smith, Groce, Davis) Mr. Davis explained how the gun violence across the city has dropped 50% in the last 30 days.

PUBLIC WORKS (Groce, Gregory, Gage, Slaughter) Groce stated that the city is in the design phase for the PFAS treatment. Groce also expressed concern of needing two more employees for the public works department.

ORDINANCE (Cline, Smith, Groce) Cline spoke about trying to complete the five-year road moratorium.

NEIGHBORHOOD INITIATIVES/PARKS AND RECS (Slaughter, Smith, Cline, Davis) Davis stated that another contractor will be giving a quote for the basketball court on Hubble Ave. Davis asked if the vacant lot on Olive Street can be cleaned up and place a bench with a plaque.

ECONOMIC AND COMMUNITY DEVELOPMENT (Smith, Davis, Gregory, Cline) Mr. Bailey explained the next steps with the Brownfield development areas.

HOUSING (Cline, Gregory, Gage, Davis) Cline advised council and the public that two houses have been looked at for Habitat for Humanity. Cline also reported that No Trespassing signs have been place on city owned property.

QIZ COMMITTEE REPORT (Cline, Gregory, Groce, Gage) Cline stated that a date is being set with the Housing authority and the Mayor. Cline also announced that the Cannabis Committee is complete.

MAYORAL COMMENTS: ADMINISTRATOR REPORT: Noting to report

CFO REPORT: Nothing to report

COMMERCE DIRECTOR REPORT: Bailey spoke about Brownfield doing in person site visits, with 352-354 Broadway being one of the properties they will be looking at.

OLD BUSINESS: Robert Davis asked when the One-Way signs will be up on Carpenter Street. Ben Angeli stated that the signs are currently being made.

NEW BUSINESS: Sharon Cline expressed concerns regarding the middle school kids not having any where to play during school hours.

PUBLIC PORTION:

Motion to open: Kellum Second: Groce

All Council Members present voted in favor in a voice vote

Sonita Johnson asked the current status of the pool. Mandy Renner responded that the city just received the specs. Once the specs are approved the city will move on to the bid process.

Joyce Johnson, asked if there are any updates on the water shut off. Ben Angeli replied not at this time.

Lou Perry, asked is there is any funding for the planning Board members training, Kenia Nunez responded that the city is looking into it.

Motion to close the public portion.

Motion to close: Kellum Second: Groce
All Council Members present voted in favor in a voice vote

EXECUTIVE SESSION:

Motion to go into executive session: Kellum and Second Groce
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 executive session.

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

Motion to leave executive session: Kellum and Second: Groce

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

ADJOURNMENT:

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

THE NEXT COMMON COUNCIL CAUCUS MEETING WILL BE
October 13, 2023 AT 6:30 PM

Minutes respectfully submitted by:


Mandy Renner, Deputy Clerk

10/12/2023
Date

**CITY OF SALEM
RESOLUTION 2023-249**

A RESOLUTION AUTHORIZING SIGNING THE MEMORANDUM OF UNDERSTANDING ADENDUM FOR CY2023 SUPPLEMENTAL TRANSITIONAL AID IN THE AMOUNT OF \$2,100,000.00 BETWEEN THE CITY OF SALEM AND THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES

WHEREAS, the Division of Local Government Services has determined that the City of Salem should receive funds in the amount of \$2,100,000.00 to supplement the Transitional Aid for the calendar year 2023; and

WHEREAS, the additional terms are outlined on the addendum (Attachment "A"); and

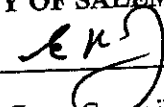
WHEREAS, the City of Salem shall collaborate with the assigned Municipal Technical Advisor (Edward Sasdelli) to allocate the \$2,100,000.00 supplemental (one-time) Transitional Aid funding.

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, the Governing Body President and the City Clerk are hereby authorized, empowered and directed to sign the Memorandum of Understanding for Transitional Aid Addendum, in the amount of \$2,100,000.00, between the City of Salem and the Director of the Division of Local Government Services. The City of Salem hereby acknowledges the terms contained in the Memorandum of Understanding.

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
C. 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 October 10, 2023.

10-10-23

Date


Ben Angeli, RMC

**CY2023 SUPPLEMENTAL TRANSITIONAL AID
CITY OF SALEM
ADDENDUM**

The Municipality agrees to maintain a status log, in the form provided by the Division, of each project funded by the supplemental Transitional Aid and provide regular updates as requested by the assigned Municipal Technical Advisor.

DATED: 10-10-23

ATTEST



Municipal Clerk



Mayor

Jacquelyn A. Suárez
Acting Commissioner, Department of Community Affairs
Director, Division of Local Government Services

**CY2023 SUPPLEMENTAL TRANSITIONAL AID
CITY OF SALEM
ADDENDUM**

The following terms and conditions shall supplement the City of Salem's (the "Municipality") CY2023 Memorandum of Understanding ("MOU") for the receipt of Transitional Aid.

As with all other terms of the MOU, failure to comply with the MOU to the satisfaction of the Director of the Division of Local Government Services can result in the Division of Local Government Services ("Division") withholding, either temporarily or permanently, the supplemental Transitional Aid payment to the Municipality.

The Municipality shall collaborate with the assigned Municipal Technical Advisor to allocate up to \$2,100,000 in supplemental (one-time) Transitional Aid to fund the following projects:

- \$1,200,000 for FinLaw building repairs
- \$500,000 for transition to new municipal complex
- \$300,000 for the housing improvement plan (foreclosures/demos)
- \$100,000 for garbage collection assistance

The Municipality agrees to provide an explanation and justification of the proposed use of the funds to the assigned Municipal Technical Advisor prior to dispersing or awarding the funds to ensure compliance with the purpose of the supplemental aid.

**CITY OF SALEM
RESOLUTION 2023-250**

**A RESOLUTION APPROVING AGREEMENT WITH SOUTH
JERSEY PORT CORPORATION**

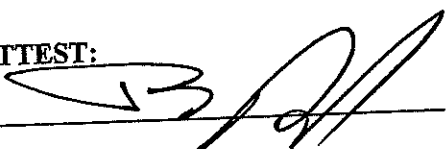
WHEREAS, the South Jersey Port Corporation owns property within the City of Salem for certain port operations; and

WHEREAS, S.J Port Corporation is exempt from real estate taxation but is authorized to enter into an agreement with the City to make payment in lieu of taxes; and

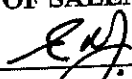
WHEREAS, S.J. Port Corporation has submitted an agreement that it will pay the sum of \$31,224.37 for the year 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of Salem that the agreement with S.J. Port Corporation for the payment in lieu of taxes in the amount of \$31,224.37 for the tax year 2023 as attached hereto is approved and the Mayor is authorized to execute the agreement.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
C. 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 October 10, 2023.

10-10-23
Date


Ben Angeli, RMC

RESOLUTION 2023-251

AUTHORIZING AN AWARD OF CONTRACT TO HUDCHOICE PLANNER/COORDINATOR, IN A JOINT PARTNERSHIP WITH THE SALEM HOUSING AUTHORITY FOR THE RESIDENTS OF THE WESTSIDE COURT APARTMENT COMPLEX AND RECREATIONAL PARK

WHEREAS, The City of Salem was awarded the HUDCHOICE Planner grant in January 2023; and

WHEREAS, a notice of advertisement for sealed bids were prepared and advertised in accordance with the New Jersey Local Public Contracts Law and US HUD requirements; and

WHEREAS, the project will consist of the City of Salem (Lead Agent) in a partnership with the Salem Housing Authority, the Planning Coordinator will develop a comprehensive transformation plan for the West Court Neighborhood in the City of Salem and surrounding neighborhoods. The Choice Neighborhood Planner grant application targeted the distressed public housing development, Westside Court.

WHEREAS, sealed bids were opened and read on Friday, OCTOBER 3, 2023 at 4:00 PM. in accordance with the requirements of the Local Public Contracts Law; and

WHEREAS, two (2) bids were received as follows:

Thriven Design, Collingswood, NJ \$334,500.00

APD Urban Planning, Atlanta, Georgia \$334,735.00

WHEREAS, The Salem City Qualified Purchasing Agent (QPA), has reviewed the bids and recommend that the award of contract be made to THRIVEN DEISGN as the lowest responsible bidder; and

WHEREAS, The QPA has reviewed the bid proposal package of the two lowest bidders, declares THRIVEN DESIGN to be in conformance with the Township Instructions to Bidders and HUDCHOICE requirements;

WHEREAS, funds are available to make such purchase or acquisition and have been certified as such by the Chief Financial Officer Director of Finance, said certification being attached to the resolution.

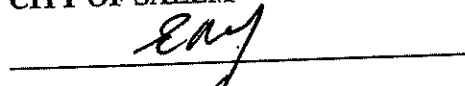
NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Salem, County of Salem, State of New Jersey as follows:

1. An award of contract for the HUDCHOICE Planner/Coordinator made to THRIVEN DESIGN OUT OF COLLINSWOOD NJ, as the lowest responsible bidder in the amount of \$334,500.00.
2. The Mayor and Township Clerk are hereby authorized to execute the Township standard form of Contract for Goods and Services reference herein.

ATTEST:


Ben Angeli, RMC

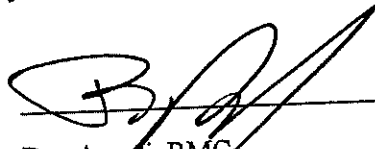
CITY OF SALEM


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
C. 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 October 10, 2023.

10-10-23
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-252**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH
FRA TECHNOLOGIES FOR SOFTWARE RENEWAL AND SUPPORT FOR
ANIMAL LICENSING**

WHEREAS, the City of Salem has contracted with FRA Technologies in the past for software support for Municipal Animal Control systems; and

WHEREAS, City requires to continue to use the FRA Technologies software; and

WHEREAS, the cost for renewal and support for December 1, 2023 through November 30, 2024 would be Six Hundred and Seventy-Five Dollars and no cents (\$675.00); and

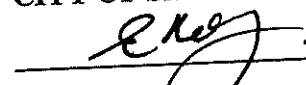
WHEREAS, the CFO has certified that the funds are available for the contracting with FRA technologies (Line Item D11-56-852-801).

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the Mayor is authorized to execute an agreement for services in accordance with this Resolution.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM

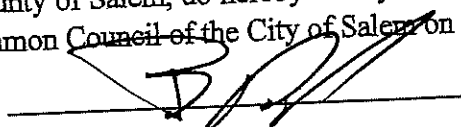

Earl Gage, Council President

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			X
C. 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 October 10, 2023.

10-10-23

Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-253**

**RESOLUTION OF THE COMMON COUNCIL OF SALEM CITY
RESCINDING RESOLUTION 2023-227 FOR CHANGE ORDER NO. 1 TO THE NJDOT
SMITH STREET RECONSTRUCTION PROJECT - IN THE AMOUNT OF \$8,250.00**

WHEREAS, the Common Council of Salem City Awarded Res# 2022-241 to Asphalt Paving System PO Box 530, Hammonton NJ 08037 for the NJDOT Smith Street reconstruction project - in the amount of \$198,308.30; and

WHEREAS, on August 21, 2023 the Common Council of the City of Salem adopted Resolution 2023-227 for change order #1 in the amount of \$8,250.00; and

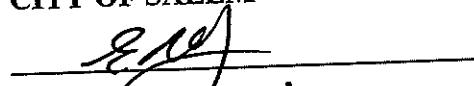
WHEREAS, the Engineers have determined that this change order is not necessary at this time; and;

THEREFORE, BE IT RESOLVED by the Common Council of Salem City that Resolution 2023-227 for change order #1 in the amount of \$8,250.00 is rescinded and no longer in effect; and

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
C. 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 October 10, 2023.

10-10-23
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-254**

RESOLUTION AUTHORIZING EXECUTIVE SESSION

- (5) *Matters relating to the purchase, lease acquisition of real property or investment of public funds*
(8) *Matters relating to the employment relationship*

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq requires all meetings of a public body to be held in public, but 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 City 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 City 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, described as specifically as possible without undermining

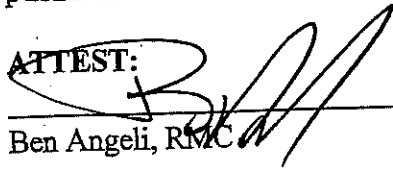
the need for confidentiality in accordance with the aforesaid provisions of the Open Public Meetings Act, after which it will reconvene in the public:

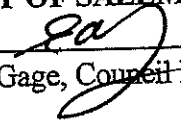
- A. (8) A matter involving the employment, terms and conditions.
- B. (5) Matters relating to the purchase, lease acquisition of real property or investment of public.

BE IT FURTHER RESOLVED that the Clerk is directed to read aloud the description(s) as written above for each of the items to be discussed during closed session and provide the public an estimated time that the public session will reconvene.

BE IT FURTHER RESOLVED that the Council will go into closed session only for the above stated reason(s).

BE IT FURTHER RESOLVED, that the minutes of the closed session will be made available to the public when the need for confidentiality 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
C. Smith			Y			
E. Gage			Y			

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 October 10, 2023.

10-10-23
 Date


 Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-255**

AUTHORIZATION TO CANCEL GRANTS RECEIVABLES AND RESERVES

WHEREAS, GRANT RECEIVABLE AND RESERVES OF YEAR 1 2022/2023 OF THE AMERICORPS FORMULA GRANT BEGAN 9/1/2022 AND EXPIRED ON 08/31/2023; AND

WHEREAS, THE NO COST EXTENTION THROUGH 11/15/2023 ONLY APPLIES TO THE AMERICORP PROGRAM DIRECTOR SALARY; AND

WHEREAS, THE NO COST EXTENTION THROUGH 12/20/2023 ONLY APPLIES TO THE AMERICORP MEMBER STIPEND;

WHEREAS, THE 2022/2023 AMERICORP FORMULA PROGRAM YEAR 1 (OF 3) STARTED 11/15/2023

NOW THEREFORE BE IT RESOLVED BY THE Common Council of the Salem City authorize the Chief Financial Officer to cancel the grant receivable and grant appropriated reserves to be cancelled.

Grant reserves

G-02-40-350-312	STAFF TRAVEL FOR PROG DIRECTOR/STAFF	297.16
G-02-40-350-313	MEMBER TRAVEL TRAINING/CONF	279.56
G-02-40-350-315	EQUIPMENT: MEMBER PRINTERS	981.00
G-02-40-350-317	EQUIPMENT OFFICE SUPPLIES	4,673.91
G-02-40-350-318	PROG OPERATING COSTS BACKGROUND CHECKS	363.00
G-02-40-350-322	MEMBER SUPPORT COSTS HEALTHCARE BENEFITS	4,000.00
G-02-40-350-323	AMERICORP FIXED PERCENTAGE COSTS	3,054.00
G-02-40-350-325	LOCAL MATCH IT CONSULTANTS	2,601.13
G-02-40-350-326	LOCAL MATCH AMERICORP 4 PRG DIR BENEFITS	8,785.00
G-02-40-350-327	LOCAL MATCH AMERICORP INDRECT COSTS	10,467.94
G-02-40-350-328	LOCAL MATCH AMERICORP BAL UNSUED	22,625.00
		58,127.70

Grant Receivable

REVENUE ACCOUNT ID		
G-02-20-323-120	2022 AMERICORP FORMULA GRANT	58,127.70

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		Y			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
C. 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 October 10, 2023.

10-10-23
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-256**

EMERGENCY APPROPRIATION

WHEREAS, an emergency has arisen with respect to Local matching funds for grants and no adequate provision was made in the 2023 budget for the aforesaid purpose, and

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

WHEREAS, the total amount of emergency appropriation(s) created including the appropriation to be created by this resolution is.....\$26,719 and three percent of the total operations in the budget for the year is \$254,178.28

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

1. An emergency appropriation be and the same is hereby made for in the amount of \$26,719:

Americorp Formula 2023/2024 local cash match \$26,234

Municipal Drug Alliance 2023/2024 local cash match \$485

2. That said emergency appropriation shall be provided in full in the 2024 budget.

3. That the Chief Financial Officer has certified that the expenditures to be financed through this resolution are related to the aforementioned emergency.

7. That two certified copies of this resolution be filed with the Director of Local Government Services.

ROLL CALL:

ATTEST:


Ben Angeli, RMC

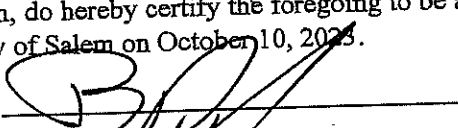
CITY OF SALEM


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
C. 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 October 10, 2023.

10-10-23
Date


Ben Angeli, RMC

STATEMENT RE: EMERGENCY RESOLUTION

This statement must be prepared in duplicate by the Chief Financial Officer or other responsible official and must be filed with the Municipal Clerk prior to the adoption of the emergency resolution.

The duplicate thereof must be filed with the Director of Local Government Services at the time of filing the emergency resolution.

Need of Emergency Appropriation:

On 8/18/2023 we received notification from the Division of Local Services it was OK to adopt our budget (along with the amendments that were submitted). The notice of award for the 2023/2024 Americorp Formula grant was received 8/17/2023. The local cash match is \$26,234, in-kind match \$50,980 and the grant award is \$230,269.

On or about the week of September 11, 2023, we received the executed agreement from GCADA Municipal Drug Alliance (MDA) from Salem County for \$1940 MDA and local cash match \$485.

2023 budget was adopted 9/18, without the local cash match MDA \$485 and Americorp local match \$26,234, because the notice of award and executed agreement were not received on time to submit to the Division of Local Government to be approved during the budget adoption review process. These grants are highly important to the City and the community.

Date of Occurrence: September 18, 2023

Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation? No
contracts have been awarded _____

Have any payments been made in connection with this emergency appropriation? No payments have been issued.

If costs are in excess of \$[bid limit] for either labor or materials, or both, will bids be advertised for?

No advertisement for bids needed.

If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? No

Will work be performed by contract, force account or otherwise? No

Signed _____

Title CHIEF FINANCIAL OFFICER

Dated: _____

**CITY OF SALEM
RESOLUTION 2023-257**

**AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE
CITY OF SALEM AND THE COUNTY OF SALEM FOR
POLICE DISPATCH SERVICES**

WHEREAS, the City of Salem has participated in a shared service agreement with Salem County for dispatch services; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as 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 County of Salem; and

WHEREAS, the CFO can certify the availability of funds. (3-01-42-701-101)

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salem hereby authorizes the City of Salem enter into a Shared Services Agreement (Attachment "A") with Salem County for dispatch services beginning on January 1, 2023 and ending on December 31, 2027.

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 Salem County and the Division of Local Government Services Attn: Shared Services.

ATTEST:


Ben Angeli, RMC

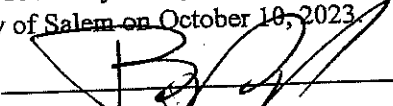
CITY OF SALEM


Earl Gage, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
R. Davis			X			
T. Gregory	X		X			
V. Groce			X			
S. Kellum		X	X			
G. Slaughter						X
C. 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 October 10, 2023.

10-10-23
Date


Ben Angeli, RMC

**AGREEMENT TO PROVIDE POLICE DISPATCH SERVICES TO THE
CITY OF SALEM**

By the

COUNTY OF SALEM, NEW JERSEY

And

CITY OF SALEM

DATED: April 5, 2023 - Revised

THIS AGREEMENT ("AGREEMENT") dated this 5th day of April 2023 by and between the **City of Salem**, a local unit of government of the County of Salem, State of New Jersey ("**The City of Salem**" or "**Local Unit**" hereinafter), and the County of Salem, a body politic and corporate of the State of New Jersey ("**County**").

RECITALS

WHEREAS the County is a body politic and corporate of the State of New Jersey with offices located at 110 Fifth Street, Salem, New Jersey 08079; and

WHEREAS The City of Salem is a body politic and corporate with main offices located at **17 New Market Street, Salem, New Jersey 08079**; and

WHEREAS **the City of Salem** has requested the County to provide it with police dispatching services; and

WHEREAS in consideration of the specified financial contributions set forth below by **the City of Salem** to defer part of the cost of communications dispatch services as the set forth herein, the County of Salem is willing to furnish such services for residents and persons present in **the City of Salem** under the following conditions: and

WHEREAS the County of Salem and **the City of Salem** recognize that N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities to enter into joint agreements and further, that N.J.S.A. 40A:65-17 sets forth employment rights and obligations in connection with law enforcement shared service contracts between local government entities.

NOW, THEREFORE, IT IS AGREED the County of Salem shall provide communications dispatch services on behalf of persons in **the City of Salem**; such dispatch services to include Salem County 911 Center referrals to appropriate parties including **the City of Salem** employees, public officials and police dispatching services as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES

a. Emergency Communication Services

The County of Salem agrees to provide emergency communication and dispatch services to **the City of Salem** for a five (5) year period beginning on the 1st day of January 2023 and ending December 31, 2027, such emergency communication and dispatch services to include the following:

1. Providing trained emergency response telephone operators to answer business telephone lines for fire, police and emergency medical services requests originating within **the City of Salem** on a 24-hour per day basis; and
2. Providing emergency and routine radio communications with police, fire and EMS emergency providers to **the City of Salem** on a 24-hour per day basis including E911, PSAP, CAD (computer aided dispatch) MDC (mobile data computer) services. The County of Salem will answer the call and refer all routine and administrative calls to **the City of Salem**.

b. Administrative Support for Emergency Communication Dispatch Services. The County of Salem will provide the following administrative for the operation of the Emergency Communication and Dispatch Services System:

1. Providing Records Management System Administration:
County will provide the records, however all insurance requests, subpoenas, attorney discovery requests, etc., will be handled by Township Personnel. The information will be on a computer system and will be accessible by **the City of Salem**.
2. Providing GIS mapping database creation and administration for use with Emergency Services boundaries and Wireless 911 calls:
and
3. Providing coordination with **the City of Salem** to ensure the compliance with the requirements of all state and federal laws and regulations to Emergency Communication and Dispatch Services.
4. The County of Salem agrees to furnish and install any equipment necessary to establish connectivity to communicate with **the City of Salem's** systems for police facilities, fire stations and EMS.
5. The scope of services shall provide for electronic data connectivity between Salem County Emergency Response Center and **the City of Salem**. Connectivity will include secure access to the Salem County Public Safety Computer Network for shared centralized Record Management Services, hosting connectivity to CJIS/NCIC network. Connectivity between Salem County and **the City of Salem** shall require a secured method, integrated into their existing computer network.

c. Records

1. Maintenance of Public Records.

Records generated and/or related to Emergency Communication and Dispatch Services provided by the County of Salem to **the City of Salem** under this Agreement shall comply with relevant requirements of any applicable law or regulation. The County of Salem shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. The County of Salem shall make records available to **the City of Salem** upon reasonable notice during business hours. The County of Salem will provide the records however all insurance requests, subpoenas, attorney discovery requests etc., will be handled by **the City of Salem** personnel. The information will be on a computer system and will be accessible by the parties.

2. Access to County of Salem's Server. **the City of Salem** shall have around-the-clock, twenty-four (24) hour access to data at all times during the term of this Agreement, with the exception of any scheduled or unexpected server maintenance down times.

B. INSURANCE

Each party shall maintain a general liability insurance policy with a limit of not less than \$2,000,000 to protect from liability claims. Neither the County nor the Local Unit intend an agency, master to servant, or employment relationship to be created by this Agreement.

C. DURATION OF AGREEMENT

This Agreement shall be effective for a period of five (5) years commencing on January 1, 2023, and ending December 31, 2027

D. COMPENSATION

In consideration of its services, the Local Unit shall pay the County of Salem the following contributions to assist cost deferral:

2023	\$129,718.00
2024	\$130,425.00
2025	\$131,133.00
2026	\$131,841.00
2027	\$132,549.00

The annual sum for the remaining years shall be paid quarterly by February 1st, May 1st, August 1st, and November 1st of each calendar year.

The annual maintenance fee for the CAD system attributed to the Local Unit shall be paid by the Local Unit directly to the CAD vendor each year. If the County shall receive a credit based on the CAD system maintenance fee paid directly by the Local Unit, the Local Unit shall receive a reduction in the annual fee payable to the County equal to the credit in the year in which it is received by the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The County of Salem and the Local unit agrees that it will at its own cost and expense promptly comply with or cause to be complied with all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

F. OPTION TO EXTEND TERM

The municipality has the right and may exercise an option not later than thirty (30) days before the expiration of the duration of successive five (5) year options under identical procedural and payment terms for the County's provision of police dispatch services, the intentions of the parties being to place a twenty (20) year cap on the municipality's annual increased cost at four percent (4%) each year.

G. AMENDMENT

This agreement may not be amended or modified for any reason without the express prior written consent of both parties hereto.

H. SERVERABILITY

In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

I. ENTIRE AGREEMENT

This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

J. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS

The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed any such instruments as may be reasonably required for correcting an inadequate or in correct description of the Project or to correct any inconsistent or ambiguities of this Agreement.

K. HEADINGS

The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

L. NON-WAIVER

It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

M. GOVERNING LAW

The terms of this Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey, including all matters or enforcement, validity and performance.

N. EQUIPMENT

The County of Salem shall retain ownership of any and all equipment purchased to facilitate the services to the Local Unit.

O. PARTICIPATION AND COOPERATION

The City of Salem and the County of Salem, its agents, officers and employees inclusive, agree to participate in good faith in this Agreement and to cooperate fully to enhance the communications dispatch services to be rendered to the resident and person present in **the City of Salem** by the County of Salem.

P. LEGAL AUTHORITY

Municipalities and counties may enter into a mutually beneficial inter-local agreements according to N.J.S.A. 40A:65-1 and N.J.S.A. 40A:65-17. **The City of Salem Township** has already abandoned its municipal local police communications dispatch function. This Agreement confirms Salem County's vision of centralized communications dispatch services to **the City of Salem** police, fire and EMS workers and other workers

or authorities. Referrals from **the City of Salem** residents or persons present there relevant to police services of **the City of Salem** shall be passed on to the **the City of Salem Police Department**.

Q. MEDIATION/ARBITRATION

Either party to this contract may demand that a dispute be submitted to non-binding mediation. Any controversy or claim arising out or related to the contract, or the breach thereof, shall be settled by mediation. If a dispute between the County of Salem and the Municipality arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation. The Mediator shall be a retired Superior Court Judge mutually agreed upon by the parties. The Mediator's fee shall be split equally between the parties.

R. TERMINATION

Both parties agree that each shall possess the right to terminate this Agreement with twelve (12) months' notice without penalty, or with ninety (90) days' notice in the case of a material change in service provider. Any such notice made to the County of Salem shall be made in writing and submitted to the Salem County Administrator and the Emergency Management Coordinator. Any notice to the **the City of Salem** shall be in writing and submitted to the mayor.

S. EFFECTIVE DATE

This Agreement shall be effective as of this 1st day of January 2023, which date shall be considered the commencement date

of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

- T. Neither the COUNTY or MUNICIPALITY is responsible for the independent acts and/or omissions of the other PARTY, or their officers, employees, or agents. Each party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective personnel.

Each PARTY shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that PARTY'S acts or omissions of services or otherwise relating to 911 or emergency or non-emergency dispatch calls.

Jody Velas Mayor

CITY OF GREEN

ATTEST *Bon Anelli*

Bon Anelli

CITY OF SALEM
RESOLUTION 2023-258

TABLED

RESOLUTION AUTHORIZING A RETAINER AGREEMENT WITH THE LAW FIRM OF KEVIN MADONNA, PLLC TO INVESTIGATE AND ASSESS POTENTIAL CLAIMS AGAINST VARIOUS DEFENDANTS RELATED TO PFAS CONTAMINATION AFFECTING CITY WELLS AND TO PROVIDE LEGAL REPRESENTATION IN ANY CIVIL ACTION AS MAY BE FILED ON BEHALF OF THE CITY OF SALEM

WHEREAS, the City of Salem (the City) is committed to delivering clean drinking water to its residents, and is also committed to identifying responsible parties and taking reasonable steps to avoid passing on the costs to its residents for the treatment and remediation of contamination in its drinking water supplies; and

WHEREAS, the Law Office of Kevin Madonna, PLLC (the "Firm") engages with a team of attorneys (collectively, the "Team") to assist public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances ("PFAS"); and

WHEREAS, the Team is comprised of attorneys with experience both in PFAS litigation and in the representation of public entities and water suppliers in cases involving groundwater and property contamination; and

WHEREAS, the Team represents various public entities in the State of New Jersey and across the nation in multi-district litigation against various defendants related to PFAS contamination; and

WHEREAS, the Firm has offered to provide representation to the Borough on a contingency basis, and to be responsible for all pre-litigation investigations costs and fees pursuant to a Retainer Agreement on file in the City Clerk's Office,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Salem as follows:

1. The aforesaid recitals are incorporated herein as if set forth at length;
2. The Retainer Agreement with the Firm is hereby authorized subject to the following:
 - a. Receipt from the Firm of a Business Entity Disclosure Form pursuant to N.J.S.A. 19:44A-20.8;
 - b. Receipt from the Firm of a Political Contributions Disclosure Statement pursuant to P.L. 2005, c. 271; and
 - c. Receipt from the Firm of its Business Registration Certificate pursuant to N.J.S.A. 52:32-44;
3. Subject to receipt of the items listed in paragraph 2, above, the Mayor and City Clerk are authorized and directed to execute the Retainer Agreement with the Firm.
4. This Resolution shall take effect immediately.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Earl Gage, Council President

TABLED

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on October 10, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-259**

A RESOLUTION APPROVING ENGINEERING SERVICES FOR DESIGN AND PERMITTING SERVICES FOR THE TREATMENT OF PFAS

WHEREAS, the City of Salem approved a contract with Remington & Vernick Engineers as the City's engineers for the calendar year 2023; and

WHEREAS, City requires engineering services related to the design and permitting for the PFAS filtration system; and

WHEREAS, Remington & Vernick Engineers has submitted a proposal to perform specific services in the amount of \$59,000.00 related to the project regarding the design and permitting; and

WHEREAS, the funding is available for said services through the year 2022 Supplemental transitional Aid and the CFO has certified that the funds are available for the engineering 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 Remington and Vernick are authorized to commence the services required for the design and permitting for the PFAS filtration system.

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute an agreement for services in accordance with this Resolution.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM

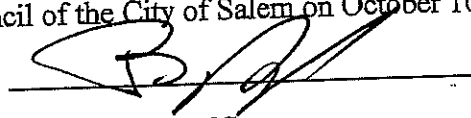

Earl Gage, Council President

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
C. 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 October 10, 2023.

Date

10-10-23


Ben Angeli, RMC



**REMINGTON
& VERNICK
ENGINEERS**

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

September 29, 2023

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

**Re: Salem Water Department
Revised Proposal for Professional Services
Treatment for PFAS**

Dear Mr. Angeli:

REMINGTON & VERNICK ENGINEERS (RVE) is pleased to submit this proposal for professional engineering services for the design and permitting for the addition of a treatment system at the City of Salem's water treatment facility for the removal of per- and polyfluoroalkyl substances (PFAS) found in the City's water supply wells.

BACKGROUND

During the first and second quarters of 2022, several PFAS were detected above the maximum contaminated levels (MCLs) in Well Nos. 2 and 6 and at the water treatment facility effluent. As a result, RVE was tasked with completing a feasibility study to determine the treatment methodology and location for the removal of PFAs. The feasibility study was completed in August 2023 as mandated by the State of New Jersey Department of Environmental Protection (NJDEP) Bureau of Water System Engineering (BWSE). The results of the feasibility study indicate that the best option for providing PFAS treatment for the existing wells and treatment plant effluent, considering costs, constructability and operational considerations, would be to rehabilitate and convert the four (4) abandoned sand filtration vessels located in the former treatment facility to granular activated carbon (GAC) contactors, and pipe the vessels into the existing treatment plant effluent to be utilized for the removal of PFAs from the combined effluent from the wells and treatment plant.

In addition, the conversion of the existing abandoned filters to GAC vessels and connection to the existing water treatment plant effluent can provide for seasonal treatment of taste and odor issues should the City desire to bring their surface water supply back on-line to increase their usable source water Allocation. Please note that other piping and equipment changes would be required to treat the surface water supply; those changes are not part of this Scope of Work and would be addressed at a future date.

Based upon prior inspection of the filter building, it appears that the existing piping and electrical equipment is in poor condition; it is anticipated that it will need to be removed and replaced. The existing filter vessels are assumed at this point to be structurally sound; however, as part of this work we will arrange for an internal inspection of the shells and internal structure to determine if any repairs are needed. If so, we will provide the City with the anticipated cost of repairs.

The scope of work will also include the provision of intermediate pumping equipment. Flow will be intercepted after the membrane units and redirected to the filter building; effluent from the contactors

will be piped back to the same location ahead of the clearwell. There will be no modifications to the existing chemical feed or chlorine contact systems.

SCOPE OF SERVICES

RVE has prepared the following scope of services for the design and permitting to prepare this project for bid advertisement. Should the City desire, a scope for bidding and construction management services can be provided upon request.

Task 1 – Design Phase Services

RVE will work with the City of Salem staff to develop a conceptual design concept for the new treatment facility improvements that will be the most advantageous for the City for efficiency, sustainability and reliability, to ensure that all Federal and State safe drinking water requirements are met. The conceptual design will also include keeping the existing treatment plant in full service while the new facilities are being constructed and tested.

During the preliminary design phase, our Project Managers and Project Engineers will meet with the City of Salem staff to review and confirm the project scope of work. Subsequent to the project's preliminary design review and project kickoff meeting, RVE will complete the following tasks:

- Prepare a project schedule
- Identify and confirm all required permit and approvals
- Complete a site survey of the existing facilities utilizing Lidar survey equipment to accurately measure and depict the existing interior facilities of the abandoned plant vessel room and the existing ultrafiltration membrane surface and groundwater treatment plant.
- Arrange for internal inspection of existing filter vessels to confirm structural integrity and condition.
- Develop a preliminary design plan, including rehabilitation and conversion of the existing sand filtration vessels to GAC contactors and alterations and connections to the existing water treatment plant effluent. 60% and 90% design drawings will be provided for City review.
- Prepare design suitable for NJDEP Bureau of Water System Engineering permit application (see Task 2 below)
- Prepare mechanical equipment design
- Prepare electrical, instrumentation and control design
- Prepare preliminary and final cost estimates
- Attend update meetings
- Prepare final design for bidding and construction

Task 2 – Permitting Services

RVE will provide permitting services for the project. Permitting services will include preparation of application forms, plans and specification, engineer's report and other pertinent documentation and

material as required to complete the applications for permit acquisitions. The City of Salem will be responsible for payment of any permit application fees; these are not included in RVE's cost for services. RVE anticipates that the following permits will be required for this project:

- o Bureau of Water System Engineering Permit for Construction and Operation.

In addition, RVE will request an extension of the existing remediation schedule with NJDEP, with the intention of submitting the BWSE permit application by December 31, 2023.

COST OF SERVICES

RVE will provide the services as described in above tasks for a not to exceed amount of \$59,000. Below is a breakdown of our estimated cost for services for this project:

Task 1: Design Phase Services	\$ 54,000.00
Task 2: Permitting Services	\$ 5,000.00
TOTAL	\$ 59,000.00

Note: This proposal does no include costs for site survey, geotechnical evaluation, structural engineering, permit applications (other than those noted above), or payment of permit application fees.

We are prepared to start work immediately upon authorization and will keep the City informed as the work progresses. Should you have any questions or require additional regarding the above information, please do not hesitate to contact Mark A. Hubal our office at 609-760-0543.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

By

Stephanie Cuthbert, P.E., C.M.E
Principal | Water/Wastewater Department Head

cc: Councilman Vaughn Groce, City of Salem
Mark A. Hubal, RVE
John B. Manganaro, WRM
Daniel Beach, WRM

**CITY OF SALEM
RESOLUTION 2023-260**

**PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE AND
APPROPRIATION IN THE 2023 BUDGET CHAPTER 159 IN THE CITY OF SALEM,
COUNTY OF SALEM, STATE OF NEW JERSEY
NJ DCA DLGS LEAD ASSISTANCE GRANT PROGRAM (LGAP)**

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Salem has received notice of an award of \$17300.00 from the State of New Jersey, NJ DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL SERVICES LEAD GRANT ASSISTANCE PROGRAM (LGAP) and wishes to amend is 2023 Budget to include this amount as a revenue;

NOW, THEREFORE, BE IT RESOLVED by the Council of the CITY OF SALEM, in the County of SALEM, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of.....\$17,300.00

Which is now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of the Division of Local Government Services:

State and Federal Revenues Off-set with Appropriations:

State of New Jersey –

BE IT FURTHER RESOLVED that the like sum of.....\$17,300.00 be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS

State and Federal Programs Off-Set by Revenues: 0;

Other Expenses: 0;

BE IT FURTHER RESOLVED, that the Town Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

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
C. 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 October 10, 2023.

10-10-23
Date


Ben Angeli, RMC