

**CITY OF SALEM
COMMON COUNCIL REGULAR MEETING AGENDA
OCTOBER 16, 2023
6:30PM**

OPENING 6:30PM

PLEDGE OF ALLEGIANCE: Council President Gage

INVOCATION: Council President Gage

STATEMENT OF ALLEGIANCE:

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.

ROLL CALL:

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

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

APPROVAL OF BILLS:

Motion: Gregory and Second: Kellum

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

PRESENTATION AND PROCLAMATION:

Mayor Veler read presentation to Project Legacy for raising \$22,471.47 for the City football field, bleachers and press box.

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.

Caleb, New Union St. questioned Resolution 2023-264 as to what it meant. CFO Nunez explained the process of supplemental transitional aid. Caleb also asked why the City is rejecting bid. The City Clerk, Ben Angeli explained that the bid for the basketball court for Hubble Ave. came in over budget and the City is in the process of going out for Re-Bid.

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

COMMUNICATIONS/APPLICATIONS/REPORTS

Approval of an Entertainment License for Beautiful Vessels Housing and Family Development for an outreach event on 10-28-2023 from 12:00-2:00pm in MLK Park.

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

APPROVAL OF MEETING MINUTES

9-18-23 Regular Meeting

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

9-11-23 Caucus Meeting

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

10-10-23 Caucus Meeting

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

SECOND READING OF AND HEARING FOR ORDINANCES

ORD. 23-15 AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING SIGN TO BE PLACED AT 52 NEW MARKET STREET

Motion to open the public hearing on ORD. 23-15
Motion: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote.

No public comment

Motion to close the public hearing on ORD. 23-15
Motion: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote

Motion to adopt ORD. 23-15
Motion: Gregory and Second: Kellum
Roll call vote: Cline-yes, Gregory-yes, Groce-yes, Kellum-yes, Smith-yea, Gage-yes

INTRODUSTION OF A RESOLUTION FOR CONSIDERATION

RES. 2023-261 A RESOLUTION AUTHORIZING THE CITY OF SALEM TO ACCEPT THE USDA
533 HOUSING PRESERVATION GRANT AWARD
Motion to Introduce: Gregory and Second: Kellum.
All Council Members present voted in favor in voice vote

RES. 2023-262 A RESOLUTION APPOINTING AUTHORIZING THE CITY OF SALEM
COMMERCE DEPARTMENT TO PREPARE AND SUBMIT A GRANT
APPLICATION TO THE ARMY CORP OF ENGINEERS
Motion to Introduce: Gregory and Second: Kellum.
All Council Members present voted in favor in voice vote

RES. 2023-263 A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A DONATION FROM
PROJECT LEGACY FOR THE CITY FOOTBALL FIELD BLEACHERS AND PRESS
BOX IN THE AMOUNT OF \$22,471.47
Motion to Introduce: Gregory and Second: Kellum.
All Council Members present voted in favor in voice vote

RES. 2023-264 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 DCADLGS
SUPPLEMENTL TRANSITONAL AID
Motion to Introduce: Gregory and Second: Kellum.
All Council Members present voted in favor in voice vote

RES. 2023-265 A RESOLUTION AUTHORIZING THE REJECTION OF BIDS FOR RESURFACING
BASKETBALL COURT ON HUBBLE AVENUE (RE-BID)
Motion to Introduce: Gregory and Second: Kellum.
All Council Members present voted in favor in voice vote

RES. 2023-266 RESOLUTION AUTHORIZING EXECUTIVE SESSION
 (4) *Matters pertaining to a collective bargaining agreement*
 (7) *Matters relating to litigation, negotiations and attorney-client*
 privilege
 (5) *Matters relating to the purchase, lease acquisition of real property or*
 investment of public funds

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

RES. 2023-267 A RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF SALEM
 AND PRO-TEC FOR INSPECTION SERVICES

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

RES. 2023-268 A RESOLUTION TO EMPLOY JERMAINE KEY AS THE PARKING
 ENFORCEMENT OFFICER FOR THE CITY OF SALEM

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

RES. 2023-269 A RESOLUTION ESTABLISHING A FAIR AND OPEN PROCESS FOR THE
 AWARDING OF PROFESSIONAL SERVICES CONTRACTS FOR THE CITY OF
 SALEM

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

RES. 2023-270 A RESOLUTION ESTABLISHING FAIR AND OPEN PROCESS FOR THE
 AWARDING OF PROFESSIONAL SERVICES CONTRACTS FOR THE CITY OF
 SALEM PLANNING BOARD

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

RES. 2023-272 RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
 CONTRACT FOR LITIGATION

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

RES. 2023-273 AUTHORIZING THE AWARD OF A PROESSIONAL SERVICE CONTRACT TO
 BROWNFIELD REDEVEOPMENT SOLUTIONS, INC (BRS), GRANT
 CONSULTANTS, FOR USACOE PILOT PROGRAM FOR WATER RESOURCES

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

MAYORAL COMMENTS: Mayor Veler explained different projects the City of Salem would like to do if the City sales the water, with the consent of the state monitor.

NEW BUSINESS- Ben Angeli read a statement to the public and council regarding a statement that was made at a prior meeting,

OLD BUSINESS- Nothing to report at this time.

Motion to open Public Portion: Gregory and Second: Kellum
All Council members present voted in favor in a voice vote

PUBLIC PORTION:

Taj, New Union St, recommended that the city start having more events for Halloween.

Jennifer Jones, discussed the brass plaques and the history of how they were made.

Joyce Johnson, expressed concern regarding an incident with her car being broken into on Broadway and the arrival time of the police was 20 minutes.

Motion to close Public Portion: 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 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: Gregory and Second: Kellum

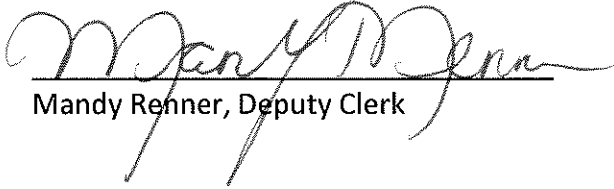
Mr. Angeli stated that no action was taken in Executive Session and that all members that entered the session are still present.

ADJOURNMENT:

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

NEXT COMMON COUNCIL REGULAR MEETING:
November 20, 2023 AT 6:30 PM

Minutes respectfully submitted by:

A handwritten signature in cursive script, appearing to read "Mandy Rehner", is written over a horizontal line.

Mandy Rehner, Deputy Clerk

**CITY OF SALEM
ORDINANCE 23-15**

**AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED
PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING
SIGN TO BE PLACED AT 52 NEW MARKET STREET**

BE IT ORDAINED by the Common Council of the City of Salem that Chapter 225, Section 17, Schedule "11" be amended as follows:

A Handicapped Parking Sign shall be placed at 52 New Market Street, the residence of Dana Nichols.

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						
C. 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 September 18, 2023. Public Hearing shall take place on October 16, 2023.

Date

Ben Angeli, RMC

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

Date

Dr. Jody Veler, 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 October 16, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
ORDINANCE 23-15**

**AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED
PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING
SIGN TO BE PLACED AT 52 NEW MARKET STREET**

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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						
C. 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 September 18, 2023. Public Hearing shall take place on October 16, 2023.

Date

Ben Angeli, RMC

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

Date

Dr. Jody Veler, 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 October 16, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-261**

**A RESOLUTION AUTHORIZING CITY OF SALEM TO ACCEPT THE USDA 533
HOUSING PRESERVATION GRANT AWARD**

WHEREAS, the United States Department of Agriculture has announced the 533 Housing Preservation Grant (HPG); and

WHEREAS, guidelines were recently published and deadlines set for grant applications, and

WHEREAS, the "HPG" grant program will award a total of \$18,500,000.00 in HPG funding and the funds will be used over a 12-month period with no "Match" required.

WHEREAS, the purpose of the grant would be to provide grant money for the repair or rehabilitation of housing rental-occupied single-family homes that will provide continued housing for low and very low income residents in the City of Salem, and

WHEREAS, the City of Salem has two years to complete the project activities related to the grant program; and

WHEREAS, the City of Salem was awarded a Housing Preservation Grant Award in the amount of \$50,000.00 to cover the cost of rehabilitation, for the rehabilitation program; and

WHEREAS, the City of Salem has identified a need for the rehabilitation of renter-occupied housing to help low income property homeowners maintain and sustain a decent quality of life for their low – to moderate income residents and sustain residential retention for the City of Salem; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Salem, in the County of Salem, New Jersey hereby authorize the City of Salem to accept the grant award and enter into an agreement for the HPG Grant.

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						
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 16, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-262**

**A RESOLUTION AUTHORIZING THE CITY OF SALEM COMMERCE
DEPARTMENT TO PREPARE AND SUBMIT A GRANT APPLICATION TO
THE ARMY CORP OF ENGINEERS**

WHEREAS, The U.S. Army Corps of Engineers (Corps) is launching a pilot program to fully fund small water resources projects for economically disadvantaged communities; and

WHEREAS, Project proposals are due by October 20, 2023.

WHEREAS, guidelines were recently published and deadlines set for grant applications, and

WHEREAS, there is no match requirement for the grant with the Army Corp of Engineers

WHEREAS, the purpose of the grant is to work to help reduce flood litigation issues in the City such as Town bank, Fenwick Creek, 9th Street; and

WHEREAS, the City of Salem has identified a need for the Army Corp of Engineers to assist the City of Salem regarding our flood hazard issues; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Salem, in the County of Salem, New Jersey hereby authorize the City of Salem Commerce Department to submit a proposal to the Army Corp of Engineers.

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						
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 16, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-263**

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A DONATION FROM
PROJECT LEGACY FOR THE CITY FOOTBALL FIELD BLEACHERS AND PRESS
BOX IN THE AMOUNT OF \$22,471.47**

WHEREAS, the City of Salem owns the football field complex located on Walnut Street in the City; and

WHEREAS, the facility was in need of a new bleacher system and press box; and

WHEREAS, a citizen organization known as Project Legacy raised funds through various ways including selling name plates that were placed on the bleachers; and

WHEREAS, NJSA 40A:5-29 permits a municipality to accept bequests, legacies and gifts; and

WHEREAS, Project Legacy raised \$22,471.47; and

WHEREAS, Project Legacy wishes to donate the \$22,471.47 to be used to defray a portion of the City of Salem's expenses for the completed bleacher project at the City football field complex; and

WHEREAS, it is determined that the improvements are for the benefit of the youth and the overall welfare of the City of Salem.

NOW THEREFORE BE IT RESOLVED that the City does hereby accept the donation of \$22,471.47 from Project Legacy with sincere thanks for their contribution to the City and our youth.

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						
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 16, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-264**

**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 SUPPLEMENTAL TRANSITIONAL AID

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 \$2,100,000 from the State of New Jersey, NJ DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF LOCAL SERVICES SUPPLEMENTAL TRANSITIONAL AID and wishes to amend its 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...\$2,100,000.00

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.....\$2,100,000.00 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:

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						
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 16, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-265**

**A RESOLUTION AUTHORIZING THE REJECTION OF BIDS FOR RESURFACING
BASKETBALL COURT ON HUBBELL AVENUE (RE-BID)**

WHEREAS, the City advertised for Re-bids for the resurfacing of the basketball court on Hubbell Avenue;
and

WHEREAS, there was one bidder who responded; and

WHEREAS, the bid substantially exceeds the City budget for the project; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem that the bid for
resurfacing of the basketball court on Hubbell Avenue is rejected in accordance with N.J.S.A. 40A:11-1.

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						
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 16, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-266**

RESOLUTION AUTHORIZING EXECUTIVE SESSION

- (4) *Matters pertaining to a collective bargaining agreement*
(7) *Matters relating to litigation, negotiations and attorney-client privilege*
(5) *Matters relating to the purchase, lease acquisition of real property
or investment of public funds*

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:

- (4) *Matters pertaining to a collective bargaining agreement – Update on union negotiations*
(7) *Matters relating to litigation, negotiations and attorney-client privilege – Update from Mr. Velasquez on redevelopment projects and negotiations. Update on litigation concerning Salem Manor.*
(5) *Matters relating to the purchase, lease acquisition of real property or investment of public funds – Discussion concerning the purchase of property.*

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:

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						
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 2023-267**

**A RESOLUTION APPROVING AGREEMENT BETWEEN THE
CITY OF SALEM AND PRO-TEC FOR INSPECTION SERVICES**

WHEREAS, the City of Salem is required to have an Automatic Fire Detection System at the City Water Plant; and

WHEREAS, the City has contracted in the past with PRO-TEC Systems, INC of Somerset, NJ. And the City wishes to continue to utilize PRO-TEC's services; and

WHEREAS, PRO-TEC has provided a contract for one year of service to include the service listed as attachment "A" which includes the contract for services; and

WHEREAS, according to said contract PRO-TEC will perform two inspections to the Fire and Smoke Detection system at the Salem Surface Water Treatment Plant, 518 grieves Parkway in Salem, NJ in November of 2023 and May of 2024; and

WHEREAS, the contract stipulates that the agreement will renew for successive one (1) year periods until this Agreement is terminated by either party upon thirty (30) days notice prior to the end of the then current contract period; and

WHEREAS, the cost for the contracted inspection services is \$1,500.00; and;

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

NOW THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that it consents to the execution of an agreement with PRO-TEC INC. of Somerset, NJ.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the agreement with PRO-TEC of Somerset, NJ.

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						
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 16, 2023..

Date

Ben Angeli, RMC

ATTENTION "A"

PRO-TEC

SYSTEMS, INC.

"THE ENGINEERED SYSTEMS SOURCE"

P.O. Box 6114
Somerset, NJ 08875
P. 732.828.7756 F. 732.846.9885

Page 1

PRO-TEC SYSTEMS, INC. proposes to furnish Inspection Services for a period of one (1) year from the effective date (as defined below) of this Agreement and thereafter for successive one (1) year renewals contingent upon signed and countersigned acceptance of the subsequent contract renewal. Agreement is terminated at expiration if the renewal is not signed by both parties.

PRO-TEC SYSTEMS, INC. agrees to make a total of **TWO** inspections pertaining to the Fire and Smoke Detection system installed at

SALEM SURFACE WATER TREATMENT PLANT 518 GRIEVES PARKWAY SALEM, NJ 08079:

during the contract year. Such calls shall be made on or about the following dates:

NOVEMBER 2023 & MAY 2024:

All functions set forth on Page 3 for the systems will be inspected.

PRO-TEC SYSTEMS, INC. will make minor adjustments as required for efficient operation of the system. Repairs or replacement of parts or equipment are not included under the terms of this Agreement and will only be made or replaced at **PRO-TEC SYSTEMS, INC.'S** regular charges to customer, which are to be paid in addition to the charge for inspection services hereunder.

This Agreement is entered into on the basis that the above installation can be visited by **PRO-TEC SYSTEMS, INC.'S** Service Technicians as stated above. Where it is necessary to move equipment to facilitate the inspection of detectors, devices, or control equipment, we, the undersigned customer, will provide labor and assume responsibility for moving such equipment in a timely manner. Any special equipment necessary to access devices beyond a standard 6 ft. stepladder will be the owner's responsibility to provide at their cost (lift equipment, extension ladders, etc.)

The charge for this inspection service will be **\$1500.00** {plus tax}, payable net thirty (30) days after invoice. The service charge will be billed in two increments at 1/2 {one half} of the contract price following each service visit.

If any services are required beyond the inspections set forth in this Agreement, then the customer agrees to pay **PRO-TEC SYSTEMS, INC.** at the hourly rates and charges as specified below:

The customer shall reimburse **PRO-TEC SYSTEMS, INC.** for expenses incurred in connection with such additional service calls. The customer shall also pay for travel time to and from the installation at the hourly rate below:

Monday through Friday, 8:00 a.m. - 4:30 p.m.	\$ 130.00 per hour **
Monday through Friday, 4:30 p.m. - 8:00 a.m.	\$ 195.00 per hour ***
Saturday	\$ 195.00 per hour ***
Sunday.....	\$ 260.00 per hour ***
Holidays.....	\$ 325.00 per hour ***

** Service calls during normal working hours are billed out at a flat rate 3 hour minimum for the initial service period at the applicable rates above. If the call exceeds that 3 hour charge including the site time and travel, additional time will be billed in full 1 hour increments at the applicable rates above.

*** Service calls during premium working hours are billed out at a flat rate 4 hour minimum for the initial service period at the applicable rates above. If the call exceeds that 4 hour charge including the site time and travel, additional time will be billed in full 1 hour increments at the applicable rates above

LIMITATION OF LIABILITY:

It is understood that **PRO-TEC SYSTEMS, INC.** is not an insurer and that insurance shall be obtained by the customer if any is desired and that the payments hereunder to **PRO-TEC SYSTEMS, INC.** are based solely on the value of the services rendered and that the scope of the liability undertaken and such payments are not related to the value of the above installation or any property located therein.

***PRO-TEC SYSTEMS, INC.** makes no warranty, express or implied, that the services furnished hereunder will avert or prevent occurrences, or the consequences therefrom, which the services are intended to prevent. Accordingly, the customer agrees that **PRO-TEC SYSTEMS, INC.** shall not be liable for any loss or damage, irrespective of origin, to person or to property, unless directly or indirectly caused by performance or nonperformance of any obligations imposed by this agreement or by negligent acts or omissions by **PRO-TEC SYSTEMS, INC.** its agents or employees. Further it is agreed that if **PRO-TEC SYSTEMS, INC.** should be found liable for any loss or damage attributable to its performance or non-performance of this agreement in any respect, whether from negligence or otherwise, then **PRO-TEC SYSTEMS, INC.'S** liability shall be limited to the stated value of a single inspection charge as outlined on Page 1.

*"Notwithstanding the above, **PRO-TEC SYSTEMS, INC.** will save, indemnify and hold harmless the customer from any and all liability with respect to loss or damage caused by the negligent act of **PRO-TEC SYSTEMS INC.'S** agents or employees when loss or damage occurs while such agents or employees are on the customer's premises".

The effective date of this agreement shall be **NOVEMBER 1, 2023**

Sign and return, if acceptable, one set.

CITY of SALEM WATER & SEWER DEPT.
COMPANY NAME

PRO-TEC SYSTEMS, INC.
COMPANY NAME

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

JOSEPH R. GRANICK; PRESIDENT
TITLE

DATE

DATE

AUTOMATIC FIRE DETECTION SYSTEM

SERVICES TO BE PERFORMED

- 1) Notify the Fire Department or central monitoring station of testing.
- 2) Remove and clean smoke detectors when the need is indicated by the results of visual inspection.
- 3) Check smoke detector alarm function activating each detector & verifying panel response per associated zone.
- 4) Check to determine that each manual pull station is functioning properly and is sealed correctly after the test.
- 5) Verify the operation of the remote annunciator.
- 6) Verify any auxiliary functions such as air shut-down, shunt trip, damper closure, door closers, elevator recall, smoke hatch release.
- 7) Check standby batteries and charging circuit for correct operation.
- 8) Check complete fire alarm system for proper supervisory currents on all supervisory circuits, and verify the normal operation of internal diagnostic functions including ground fault, short circuit bell trouble, battery trouble, AC power loss, etc.
- 9) Perform an actual test of the leased line or central station tie.
- 10) Following complete testing of system components the system will be restored to normal.

AUTOMATIC FIRE DETECTION SYSTEM

Furnish all necessary labor for the inspection and testing of the following equipment:

MANUFACTURER: FARADAY

CONTROL EQUIPMENT: FARADAY MPC-6000

FARADAY RSE-300 SIGNAL PANELS

AUDIBLE SIGNALS: FARADAY ZH-MC-R HORN STROBES

FARADAY ZR-MC-R STROBES

WHEELLOCK XB-11/DB3 EXPLOSION-PROOF
HORN STROBE

DETECTORS: FARADAY 8713 ADDRESSABLE MULTI-CRITERIA
SMOKE DETECTORS

MIRCOM CR-135-EWT WEATHER-PROOF
HEAT DETECTORS

OTHERS: 2071AC CENTRAL STATION TRANSMITTER

FARADAY 8701 ADDRESSABLE MINI-MONITOR MODULES

FARADAY 8709 ADDRESSABLE LOOP ISOLATOR
MODULES

FARADAY PM-8700S PULL STATIONS

**CITY OF SALEM
RESOLUTION 2023-268**

**A RESOLUTION TO EMPLOY JERMAINE KEY AS THE PARKING
ENFORCEMENT OFFICER FOR THE CITY OF SALEM**

WHEREAS, the City of Salem has the need for a Parking Enforcement Officer; and

WHEREAS, the City desires to employ Jermaine Key as the part-time Parking Enforcement Officer for the City of Salem at a rate of \$15.00 per hour; and

WHEREAS, the part-time position will not exceed 25 hours per week in combination with the part-time meter repairer.

WHEREAS, the City of Salem CFO has certified that the funds are available (2-01-25-240-100)

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that Jermaine Key be employed as the part-time Parking Enforcement Officer by the City of Salem under the direction of the Chief of Police on a date to be determined for the rate of \$15.00 per hour.

ATTEST:

CITY OF SALEM

Ben Angeli, Clerk

Earl Gage, Council President

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, 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 October 16, 2023.

Date

Ben Angeli, Clerk

**CITY OF SALEM
RESOLUTION 2023-269**

**A RESOLUTION ESTABLISHING A FAIR AND OPEN PROCESS FOR
THE AWARDING OF PROFESSIONAL SERVICES CONTRACTS FOR
THE CITY OF SALEM**

WHEREAS, the City requires or may require the services in 2024 of a **Municipal Engineer, Municipal Auditor, Municipal Attorney, Bond Counsel, IT-Computer Consultant, Municipal Prosecutor, Public Defender, Financial Advisor, Labor Attorney, Grant Consultant, Brownfields Consulting Engineer, Municipal Water Engineer, Redevelopment Counsel, Risk Management Consultant, Special In Rem Tax Foreclosure Counsel, Real Estate Appraiser for Tax Appeals, Municipal Environmental/Wastewater Engineer, Municipal Animal Shelter Services, Municipal Architect, Road/Street Project Engineer and Municipal Planner.**

WHEREAS, retaining the services of qualified professionals for such positions has long been exempt from “public bidding” by State Law N.J.S.A. 40A:11-5(a) due to the important policy consideration of allowing a body of elected officials to appoint candidates they deem to be most qualified and advantageous to the needs and goals of the municipality; and

WHEREAS, state Law N.J.S.A. 19:44A-20-5 permits municipalities to establish a “fair and open process” that allows for public solicitation of qualifications of persons interested in providing such services; and

WHEREAS, the Common Council has determined that establishing such a process protects its right to appoint the most qualified candidates while making the process more open and competitive; now therefore

BE IT HEREBY RESOLVED by the Common Council of the City of Salem in the County of Salem and State of New Jersey as follows:

1. The qualifications evaluation criteria, attached hereto as Exhibits “A through “U” is hereby adopted in accordance with N.J.S.A. 19:44A-20.7.
2. The City Clerk shall advertise a notice of solicitation of qualifications for such positions in a form substantially similar to Exhibit “V” attached hereto. The City Clerk shall publish said notice at least 10 calendar days in advance of the date set forth therein as the deadline to submit proposals.
3. The City Clerk shall make the necessary arrangements to publicly open and announce all proposals received. The City Clerk or his designee and the City QPA shall forthwith thereafter review all proposals received and transmit them to the City Council with a report and recommendations.
4. Award of any contracts based on the submissions received shall be made by Resolution of the City Council, after receipt of the materials from the City Clerk, at an open public meeting.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Earl Gage, Council President

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 16, 2023.

Date

Ben Angeli, RMC

EXHIBIT "V"

CITY OF SALEM

2024 ANNUAL PROFESSIONAL SERVICES PUBLIC NOTICE OF FAIR AND OPEN PROCUREMENT PROCESS

In accordance with New Jersey Local Public Contracts Law and N.J.S.A. 19:44A-20.4 et. seq., the City of Salem ("City"), County of Salem, a municipal corporation of the State of New Jersey, is soliciting professional services proposals through a fair and open process. The City will require the following services for the upcoming calendar year beginning January 1, 2024 and ending December 31, 2024: **Municipal Engineer, Municipal Auditor, Municipal Attorney, Bond Counsel, IT-Computer Consultant, Municipal Prosecutor, Public Defender, Financial Advisor, Labor Attorney, Grant Consultant, Brownfields Consulting Engineer, Municipal Water Engineer, Redevelopment Counsel, Risk Management Consultant, Special In Rem Tax Foreclosure Counsel, Real Estate Appraiser for Tax Appeals, Municipal Environmental/Wastewater Engineer, Municipal Animal Shelter Services, Municipal Architect, Road/Street Project Engineer and Municipal Planner.** Interested applicants may obtain the Request for Proposal package by contacting the office of the City Clerk at 856.935.0372; or in person during regular business hours, at the Municipal Building located at 17 New Market Street, Salem, New Jersey 08079. ***It will also be available on the website at cityofsalemnj.gov.*** ***Submit an original and one (1) copy and your sealed responses to this request for proposals must be submitted to the City of Salem, Office of the Municipal Clerk, 17 New Market Street, Salem New Jersey 08079 by no later than 10:00 AM local prevailing time on Tuesday, November 16, 2023 at which time and place responses are scheduled to be opened by the Municipal Clerk or QPA.*** Each sealed envelope containing a proposal shall be plainly marked on the outside to clearly show the specific service for which an individual or firm is submitting a proposal. The proposals will be evaluated by the Municipal Clerk and QPA. Contracts are awarded based on (1) individual or firm experience and reputation in the field (a copy of the resume of each individual performing the work is to be included); (2) knowledge of the City of Salem and subject matters to be addressed under the contract; (3) availability to accommodate any required meetings; (4) compensation proposal; (5) at least 2 references with address and phone number; (6) a certification that no immediate relatives of any principal of the firm is employed by, or serve as elected officials of the City of Salem; (7) a copy of the firm's Certificate of Liability Insurance; (8) a copy of the firm's Business Registration Certificate, and (9) Submission of the information requested in the RFP; (10) Provide and sign "Pay to Play" forms; (11) per NJSA 52:32-57 Disclosure of Investment Act in Iran Form. All contracts pursuant to the fair and open process will be awarded by resolution and require a majority vote of the Township Council at a public meeting. In addition to full compliance with N.J.S.A. 19:44A-20.4 et. seq. ("Pay to Play"), individuals or firms awarded contracts under these procedures will be required to comply with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-4 (Affirmative Action and Equal Employment Opportunity), 42 U.S.C. Section 12101 et. seq. (Americans with Disabilities Act of 1990), N.J.S.A. 52:25-24.2 (Disclosure of Ownership) and N.J.S.A. 52:32-44 (Business Registration). Any questions regarding this notice should be directed to the City of Salem, Office of the Municipal Clerk, 17 New Market Street, Salem New Jersey 08079 by no later than 10:00 AM local prevailing time on Monday, November 13, 2023. Ben Angeli. RMC

**CITY OF SALEM
RESOLUTION 2023-270**

**A RESOLUTION ESTABLISHING A FAIR AND OPEN PROCESS FOR
THE AWARDING OF PROFESSIONAL SERVICES CONTRACTS FOR
THE CITY OF SALEM PLANNING BOARD**

WHEREAS, the City requires or may require the services of **PLANNING BOARD ATTORNEY AND PLANNING BOARD PLANNER/ENGINEER**; and

WHEREAS, the City solicited for the positions previously in 2023 and wishes to advertise again for these positions; and

WHEREAS, retaining the services of qualified professionals for such positions for such positions has long been exempt from “public bidding” by State Law N.J.S.A. 40A:11-5(a) due to the important policy consideration of allowing a body of elected officials to appoint candidates they deem to be most qualified and advantageous to the needs and goals of the municipality; and

WHEREAS, state Law N.J.S.A. 19:44A-20-5 permits municipalities to establish a “fair and open process” that allows for public solicitation of qualifications of persons interested in providing such services; and

WHEREAS, the Common Council has determined that establishing such a process protects its right to appoint the most qualified candidates while making the process more open and competitive; now therefore

BE IT HEREBY RESOLVED by the Common Council of the City of Salem in the County of Salem and State of New Jersey as follows:

1. The qualifications evaluation criteria, attached hereto as Exhibits “A, and B”. are hereby adopted in accordance with N.J.S.A. 19:44A-20.7.
2. The City Clerk shall advertise a notice of solicitation of qualifications for such positions in a form substantially similar to Exhibits “A and B” attached hereto. The City Clerk shall publish said notice at least 10 calendar days in advance of the date set forth therein as the deadline to submit proposals.
3. The City Clerk shall make the necessary arrangements to publicly open and announce all proposals received. The City Clerk or his designee shall forthwith thereafter review all proposals received and transmit them to the City Council with a report and recommendations.
4. Award of any contracts based on the submissions received shall be made by Resolution of the City Council, after receipt of the materials from the City Clerk, at an open public meeting.

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						
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 16, 2023.

Date

Ben Angeli, RMC

EXHIBIT "A"

CITY OF SALEM PLANNING BOARD

REQUEST FOR PROPOSAL FOR THE POSITION OF PLANNING BOARD ATTORNEY

Position and Term:

The City of Salem requests proposals from New Jersey attorneys or law firms interested in serving in the position of "Planning Board Attorney". The term of service will be from **January 1st, 2024 to December 31st, 2024**; however, service shall be at the pleasure of the City Council and thus may be terminated at any time by the Council prior to **December 31st, 2024**.

Description of Services:

Serve as Attorney for the City of Salem land use board (Planning Board). Attend Planning Board meetings, interface with applicants, the planning board members and professionals as may be required. The Planning Board Attorney shall provide all services necessary for the Planning Board to carry out the statutory functions, including but not limited, review of applications, provide advice and guidance pertaining to legal and procedural issues and prepare resolutions.

Compensation:

Compensation shall be based on a professional services contract to be negotiated by the City with the applicant deemed to be most advantageous.

Minimum Requirements:

Must be fully licensed and in good standing to practice law in the State of New Jersey.

Minimum of 3 years of experience representing a New Jersey land use board.

Fair and Open Process:

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5. Applicants who meet with the Minimum Requirements for the position will be evaluated on the basis of experience and qualifications. Applicants should attach a resume or other documentation outlining qualifications and experience as redevelopment counsel, along with a fee proposal and State of New Jersey Business Registration Certificate.

In order to be considered applicants must submit their reply to the Planning Board Secretary at 17 New Market Street, Salem, New Jersey 08079 (phone # 856.935.0372) **on or before 10:00 a.m. on November 16, 2023**. At that time and place all proposals received shall be publicly opened and announced by the City Clerk or his designee.

Proposals will thereafter be received by the City of Salem Planning Board, who shall award the contract for the services. The award of the Contract will be based on the following criteria: (i) responsiveness to the Qualification Evaluation and other required submissions; (ii) general experience and reputation in the field; (iii) specific experience/knowledge of the City of Salem and the subject matter to be addressed under the Contract; (iv) qualifications and experience which most closely match the needs of the City; (v) availability to accommodate meeting and interface requirements with the Board for meetings, phone conferences, attendance at events and office consultations; (vi) office resources, including backup staff, which are deemed most

adequate to service the needs of the City; and (vii) the applicant who is deemed otherwise most advantageous based on all information submitted or gathered in connection with the proposal.

The Planning Board reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the articles or services from other sources if deemed most advantageous to the objectives of the City.

The Board's determination of the applicant who is most advantageous to the goals and objectives of the City shall be final and conclusive.

The award of the contract shall be determined by majority vote on a resolution to be read by title at an open public meeting.

No applicant shall influence, or attempt to influence or cause to be influenced, any City Official, Officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment. No applicant shall cause or influence, or attempt to cause or influence, any City Official, Officer or employee to secure unwarranted privileges or advantages.

Applicants must:

1. Provide and sign "Pay to Play" forms.
2. Provide as per NJSA 52:32-57 Disclosure of Investment in Iran Form

CITY OF SALEM

EXHIBIT 'B'

REQUEST FOR PROPOSAL FOR THE POSITION OF PLANNING BOARD PLANNER/ENGINEER

Position and Term:

The City of Salem requests proposals from New Jersey licensed Planners interested in serving in the position of "Planning Board Planner/Engineer". The term of the Contract shall be for 1 year commencing **January 1st, 2024 and ending December 31st, 2024**, however, service shall be at the pleasure of the City Council and thus may be terminated at any time by the Council prior to **December 31st, 2024**.

Description of Services:

Serve as Planning Board Planner for the City of Salem. Attends meetings with the City of Salem Planning Board. Interface with City Planning Board Secretary on a daily basis to track and/or administer all works projects.

Compensation:

Compensation shall be based on a professional services contract to be negotiated by the City with the applicant deemed to be the most advantageous.

The applicant awarded the Contract will be entitled to bill for services rendered in connection with the Planning Board activities. It is anticipated that the annual value of this Contract will not exceed \$17,500.00.

Minimum Requirements:

Must be fully licensed and in good standing to practice as a Professional Planner in the State of New Jersey.

Fair and Open Process:

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5. Applicants who meet with the Minimum Requirements for the position as set forth below, and are willing to provide the described services for the disclosed compensation, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

In order to be considered applicants must submit their reply to the Planning Board Secretary at 17 New Market Street, Salem, New Jersey 08079 (phone # 856.935.0372) **on or before 10:00 a.m. on November 16, 2023**. At that time and place all proposals received shall be publicly opened and announced by the City Clerk or his designee.

Proposals will thereafter be received by the Mayor and Common Council of the City of Salem, who shall award the contract for the services. The award of the Contract will be based on the following criteria: (i) responsiveness to the Qualification Evaluation and other required submissions; (ii) general experience and reputation in the field; (iii) specific experience/knowledge of the City of Salem and the subject matter to be addressed under the Contract; (iv) qualifications and experience which most closely match the needs of the City; (v) availability to accommodate meeting and interface requirements with the Mayor and City Council and City Officials for meetings, phone conferences, attendance at events and office consultations; (vi) office resources, including backup staff, which are deemed most adequate to service the needs of the City; and (vii)

the applicant who is deemed otherwise most advantageous based on all information submitted or gathered in connection with the proposal.

The City reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the articles or services from other sources if deemed most advantageous to the objectives of the City.

The City's determination of the applicant who is most advantageous to the goals and objectives of the City, shall be final and conclusive.

The award of the contract shall be determined by majority vote on a resolution to be read by title at an open public meeting.

No applicant shall influence, or attempt to influence or cause to be influenced, any City Official, Officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment. No applicant shall cause or influence, or attempt to cause or influence, any City Official, Officer or employee to secure unwarranted privileges or advantages.

Qualification evaluation:

1. Minimum Requirements. Please attach resume and/or other documentation demonstrating compliance with the "Minimum Requirements" detailed above.
2. Please describe your experience with regard to Planning services for municipalities.
3. Please describe your experience with regard to planning services for redevelopment projects.
4. Please describe your knowledge and experience with regard to Municipal Land Use Law (MLUL).
5. Please describe your knowledge and experience with regard to the Residential Site Improvement Standards (RSIS).
6. Please list all public entities/agencies for which you presently serve as Municipal Planner of land use complete with term of appointment and contact person and related phone number.
7. Disclose and describe if you or any member of your firm have ever had their license suspended or revoked in New Jersey or any other state.
8. What is the location of your Office? In Salem City; in Salem County or out of Salem County.
9. Describe the resources of your office. Include details of support staff. Include information on other qualified Planners in your office who would be available to City Officials in the event you were absent or unavailable.

Applicants must:

1. Provide and sign "Pay to Play" forms.
2. Provide as per NJSA 52:32-57 Disclosure of Investment in Iran Form

**CITY OF SALEM
RESOLUTION 2023-271**

**RESOLUTION OF THE COMMON COUNCIL OF SALEM CITY AUTHORIZING
CHANGE ORDER NO. 1 AND FINAL TO THE NJDOT SMITH STREET
RECONSTRUCTION PROJECT A DECREASE IN THE AMOUNT OF (\$3,799.91.00)**

WHEREAS, the Common Council of Salem City via Res#2023-241 awarded the NJDOT Smith St reconstruction 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, there was a decrease in the contract price from \$198,308.3 to \$194,508.39, a decrease of (\$3,799.91) or 1.92% decrease to the contract amount based on an adjustment of estimated quantities to match as-built quantities; and

WHEREAS, the aforesaid modification necessitates a change order to reflect the actual contract amount, which change order is permissible under the Local Public Contracts Law and the Local Government Services regulations with respect to the same; and

WHEREAS, the Township Engineer Remington and Vernick Engineers recommends authorizing the Change Order; and

WHEREAS, Chief Financial Officer and the City Engineer have recommended authorization of Change Order No. 1 and final and authorize its execution by appropriate officials.

THEREFORE, BE IT RESOLVED by the Common Council of Salem City that Change Order No. 1 and final, for the final contract amount which it hereby accepts, and which has resulted in an adjusted decrease contract amount to \$194,508.39.

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						
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 16, 2023.

Date

Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2023- 272

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR LITIGATION**

WHEREAS, the City of Salem requires authorization from the City Council legislative body to enter into a contingency fee arrangement with Law Office of Kevin Madonna, PLLC for legal services related to the presence of per- and polyfluoroalkyl substances ("PFAS") in the City's drinking water supplies.

WHEREAS, the Law Office of Kevin Madonna, PLLC has agreed to represent the City of Salem in litigation against those defendants who are legally responsible for the PFAS in the City's drinking water supplies.

WHEREAS, the City of Salem has a need to acquire legal services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Law Office of Kevin Madonna, PLLC has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract depends on the length of the litigation; and

WHEREAS, Law Office of Kevin Madonna, PLLC has submitted a proposal on October 14, 2023 indicating they will provide the legal services for a contingency fee of twenty-five percent; and

WHEREAS, Law Office of Kevin Madonna, PLLC has completed and submitted a Business Entity Disclosure Certification which certifies that the Law Office of Kevin Madonna, PLLC has not made any reportable contributions to a candidate committee in the City of Salem, New Jersey in the previous one year, and that the contract will prohibit the Law Office of Kevin Madonna, PLLC from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer has submitted a certification of the availability for \$17,500.00 of funds as required per N.J.A.C. 5:30-5.4. (Attachment "A")

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Salem authorizes the Mayor to enter into a contract with Law Office of Kevin Madonna, PLLC as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution. *and,*

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Earl Gage, Council President

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 16, 2023.

Date

Ben Angeli, RMC

LEGAL SERVICES AGREEMENT

I. INTRODUCTION

A. RECITALS.

1. City of Salem, New Jersey, New Jersey ("Client") is committed to delivering clean drinking water to its customers. Client is also committed to identifying responsible parties and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of contamination.

2. Law Office of Kevin Madonna, PLLC is a law firm that assists public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances ("PFAS"). The Firm is experienced both in PFAS litigation and in the representation of public entities and water suppliers in cases involving groundwater contamination.

3. The purpose of this Legal Services Agreement ("LSA" or "Agreement") is (i) to enter into an attorney-client relationship between Client and the Firm (collectively, the "Parties") for the purpose of investigating and assessing potential claims arising out of the presence of contaminants in water supply wells affecting Client's water systems; and (ii) to provide for the terms and conditions for the representation of Client in any civil action that may be filed in the Superior Court of New Jersey and/or United States District Court and any proceeding by writ or appeal related to that action filed on behalf of Client by the Firm ("Legal Action").

II. INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS

A. PRE-LITIGATION SCOPE OF SERVICES.

1. **Contaminants.** Client has detected the presence of several PFAS compounds (the "Contaminants" or "Contamination") during testing of waters in its system. The engineering, construction and operation and maintenance of systems to treat contamination in affected wells will result in significant financial costs to Client.

2. **Investigation.** Client has retained the Firm to assist Client in investigating the presence of the Contaminants throughout its system and potential sources of the Contamination, evaluate the potential to recover the costs associated with the Contamination, provide advice, and represent Client in any Legal Action against parties potentially responsible for the Contamination.

B. PRE-LITIGATION COSTS AND FEES.

1. **Client.** Nothing contained herein shall obligate Client to incur any costs to investigate the Contaminants beyond what it has already expended.

2. **The Firm.** Any sampling costs incurred by the Firm during any pre-litigation investigation shall be charged to Client and payable only upon a successful resolution of Plaintiff's case pursuant to this Agreement.

3. **Other.** Nothing contained herein should be interpreted to preclude seeking recovery of such fees and costs incurred by either Party as part of any Legal Action that may be filed pursuant to this Agreement. In addition, if the Firm file any Legal Action, the Firm may use the time incurred for any investigation contemplated herein to support the reasonableness of this Agreement.

C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS. Client is retaining the Firm, not any particular attorney, and attorney services to be provided to Client shall not necessarily be performed by any particular attorney.

D. DESIGNATION. Client designates _____ as its authorized representative to direct the Firm and to be the primary individual to communicate with the Firm regarding the subject matter of its representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firm and other representatives of Client. Client may designate additional authorized representatives at its discretion.

III. LITIGATION SERVICES

A. LITIGATION SERVICES TO BE PROVIDED.

1. **Inclusions.** It is the intent of the Parties that the Firm shall represent Client in a civil action for damages in the Superior Court of New Jersey and/or the United States District Court as well as in any proceeding by writ or appeal related to that action. The legal services to be provided by the Firm consist of representation of Client with respect to:

a. The contamination of groundwater supplies and/or soil by the Contaminants or other contaminants identified during the investigation stage described in Section II of this Agreement, as approved by Client and the Firm.

b. Claims and/or actions for damages sustained by Client as a result of actual or threatened conduct relating to contamination of groundwater, the loss of use of groundwater, and any past, present, and future costs incurred to remove the Contaminants from drinking water, groundwater and/or soil, and any related appeals in such actions.

2. **Retention; Filing of Legal Action.** The filing of any Legal Action pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating Client to retain the Firm in connection with any Legal Action or obligating the Firm to file a Legal Action on behalf of Client.

B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

1. **Exclusions.** Legal services that are not to be provided by the Firm under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any administrative or governmental agency, department or board. However, at Client's election, the Firm shall appear at such administrative

proceedings to protect Client's rights to pursue any Legal Action filed pursuant to this Agreement, without Client being assessed any additional attorneys' fees in connection with such appearance.

b. Defending any legal action(s) against Client commenced by any person, with the exception of any cross-complaints, counterclaims, or other third party claims filed in a Legal Action pursuant to this Agreement.

c. Defending any claim against Client for unreasonable use of water and/or waste of water.

d. Defending any action concerning water rights.

2. ***Additional Legal Services.*** If Client wishes to retain the Firm to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firm and Client shall be required.

C. RESPONSIBILITIES OF ATTORNEY AND CLIENT.

1. ***The Firm's Responsibilities.*** The Firm shall perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. The Firm shall provide status reports to Client on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of Client.

2. ***Client Responsibilities.*** Client shall cooperate with the Firm and keep the Firm reasonably informed of developments in connection with any Legal Action.

3. ***Selection of Experts.*** The Firm and Client shall meet and confer regarding selection and retention of experts in the Legal Action. Client shall not unreasonably withhold approval of selection and retention of such experts. Client shall not be required to pay for the selection or retention of experts. These costs will be advanced by the Firm and be reimbursed pursuant to this Agreement only in the event of a recovery.

4. ***Settlement.*** The Firm shall not settle any Legal Action without the approval of Client. Client shall have the absolute right to accept or reject any settlement. The Firm shall notify Client promptly of the terms of any settlement offer received by the Firm.

5. ***Client Agreement Not to Use, Share, or Disclose the Firm's Work Product Outside the Context of this Legal Action.*** Client agrees that it shall not use or disclose in any legal proceeding, case, or other context of any kind, other than this Legal Action, or share or disclose to any person not a Party to this Agreement, any documents, work product, or other information made available to or to which Client or their counsel acquire access through the Firm or any co-counsel of the Firm, including any fact or expert materials produced and/or generated in any prior discovery proceedings in any litigation involving E. I. du Pont de Nemours and Company, The Chemours Company, and/or the 3M Company, without the express written prior approval and consent of the Firm and all such other co-counsel of the Firm.

D. ATTORNEYS' FEES.

1. ***Contingent Fee.*** The amount the Attorneys shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee of twenty-five percent (25%) ("Contingent Fee"), which shall be calculated from the Net Recovery.

2. ***Definitions Relevant to Attorneys' Fees.***

a. "Net Recovery" means the total value received by Client of all Cash Recoveries plus Non-Cash Recoveries, whether awarded by Settlement or Final Judgment, minus (i) all amounts owed by Client to any litigants in a Legal Action filed by the Firm on behalf of Client and (ii) all court-awarded attorneys' fees or costs received by Client from said litigants. The amount of any Net Recovery shall not include any reductions for Costs.

b. "Costs" include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by Client without being either advanced or contributed to by the Firm, include Client's expenses incurred in providing information to the Firm or defendants.

c. "Final Judgment" means any final, non-appealable court order or judgment terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of any parties to the Legal Action where no issue is left for future consideration or appeal.

d. "Settlement" refers to any voluntary agreement executed by Client and any third party to this Agreement, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal.

e. "Cash Recovery" means, without limitation, the total monetary amount received by Client in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firm pursuant to this Agreement, including interest of any kind received by Client.

f. "Non-Cash Recovery" means, without limitation, the fair market value of any property delivered to Client, any services rendered for Client's benefit, and any other non-cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of well(s) and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on Client, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firm pursuant to this Agreement.

g. "Present Value" means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.

h. "Reasonable Fees" or "Reasonable Attorney's Fee" means such fees as is reasonably determined by taking into account the amount of time spent on the Legal Action by the Firm and associate counsel retained by the Firm, the value of that time, the complexity of the Legal Action, the benefit conferred on Client, and the financial risk to the Firm and associate counsel by their agreeing to represent Client in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Net Recovery or a Net Recovery that does not fully compensate or reimburse the Firm and associate counsel for their time and advanced Costs.

3. ***Calculation of Non-Cash Recovery.***

a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by Client, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by Client upon the execution of a Settlement or Final Judgment. The value of the services shall be discounted to Present Value.

b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, Client shall provide the Firm with its estimate of the value of the Non-Cash Recovery. The Firm shall promptly respond in writing, indicating whether the Firm accept said estimate. If the Firm object to Client's estimate, the Parties shall proceed as set forth in Section III.G ("Disagreements Concerning Value of Recoveries"). Nothing herein shall impede or restrict Client's right to include a Non-Cash Recovery in any Settlement, nor the Firm's right to receive a Non-Cash Recovery.

E. **DISTRIBUTION OF PROCEEDS.**

1. ***Pay-if-Paid; Option for Advance Payment.*** Receipt of any Net Recovery by Client is a condition precedent to payment of any portion of the Contingent Fee by Client to the Firm. Undisputed payment(s) of the Contingent Fee owed to the Firm in accordance with Agreement shall be made no later than seven (7) days after receipt by Client of any Net Recovery. Notwithstanding the foregoing, Client, in its sole and absolute discretion, may choose to pay any Cash Recovery portion of the Contingent Fee prior to receipt of any Net Recovery by Client ("Advance Payment"). Upon Client's election to make an Advance Payment, Client shall estimate the amount and timing of outstanding Cash Recoveries, treat all such outstanding payments as constructively received by Client upon the execution of a Settlement or Final Judgment requiring such payments, discount all such payments to their Present Value as of the time of said Settlement or Final Judgment, and pay the Firm the Contingent Fee due on the Present Value of such portion of the Cash Recovery at that time. Nothing herein shall be construed to modify how any amount shall be distributed or the Parties' remedies in this Agreement upon a dispute over any estimate or amount due under this Agreement.

2. ***Distribution; Revolving Fund.*** The receipt of any Net Recovery by Client shall be distributed as follows: (i) all unpaid Costs shall be paid, including all Costs advanced by the Firm, which shall be reimbursed, (ii) the Contingent Fee shall be paid until the Firm are paid in full, and (iii) any remaining amounts shall be paid to Client. Notwithstanding the foregoing, if Client

receives a Cash Recovery in a Settlement that is entered while a Legal Action remains pending, and the Cash Recovery is in excess of any unpaid Costs, the unreimbursed Costs advanced by the Firm, and the Contingent Fee, a revolving fund of \$500,000 ("Revolving Fund") shall be maintained from Client's share of said Cash Recovery to apply to subsequent Costs incurred as part of the then-ongoing Legal Action. Replenishment of the Revolving Fund shall occur within thirty (30) days of the fund becoming drawn down to \$250,000; however, in no event shall Client be required to replenish the Revolving Fund with monies in excess of Client's share of the Cash Recovery obtained to date.

Use of Monies Held in Trust. The Firm are authorized to apply any funds received on behalf of Client in connection with a Settlement or Final Judgment and held in SL Environmental Law Group's trust account to the payment of any Costs owed to third parties to this Agreement; provided that for any payments in excess of \$1,000, the Firm shall furnish copies of third party invoices for Client's review at least seven (7) days prior to making said payments.

F. DISAGREEMENTS CONCERNING VALUE OF RECOVERIES.

1. ***Procedure.*** In the event the Parties disagree with respect to the value of any Contingent Fee, Net Recovery, Cash or Non-Cash Recovery, Costs (collectively, "Disputed Recoveries") or settlement offer, and the Parties cannot resolve the disagreement through good faith negotiations, the Parties shall proceed as follows:

a. Each party shall select an appraiser qualified to conduct an appraisal of the value of the Disputed Recoveries or settlement offer within five (5) days of any written notice to the other party advising of a bona fide dispute that cannot be resolved by negotiations.

b. Each party's selected appraiser shall then confer and select a third qualified appraiser within five (5) days of said conference, and the third appraiser shall determine the value of the Disputed Recoveries or settlement offer.

c. The third appraiser shall conduct an appraisal, and the valuation of any Disputed Recoveries or settlement offer shall be final and binding, subject to appeal by arbitration in the case of Disputed Recoveries as provided in Section VI.K ("Arbitration of Disputes").

2. ***Expenses.*** Client and the Firm shall each bear the expense of their own selected appraiser, and Client and the Firm shall each pay one-half of the expenses of the third appraiser.

G. COURT-AWARDED AND/OR SETTLEMENT-AWARDED ATTORNEYS' FEES.

1. ***Duty to Seek Attorneys' Fees and Costs in Legal Action.*** Client may obtain an award of Attorneys' Fees and/or Costs in a Final Judgment or Settlement. The Firm agree to seek any such award(s) in any Legal Action it files on behalf of Client.

2. ***Credit for Court-Awarded Fees and Costs.*** Any Attorneys' Fees or Costs awarded in connection with a Legal Action shall not be considered part of the Net Recovery for

purposes of calculating the Firm's Contingent Fee but said fees and costs shall be applied as a credit against Client's obligation to pay the Firm's Contingent Fee under this Agreement.

3. ***Court-Awarded Fees and Costs in Excess of Contingent Fee.***

Notwithstanding any other provision of this Agreement, if court-awarded Attorneys' Fees and costs exceed the Contingent Fee to which the Firm would otherwise be entitled under this Agreement, the amounts due to the Firm under this Agreement shall be the court-awarded fees and costs, and Client shall receive all other amounts awarded in a Legal Action.

H. NEGOTIATED FEE. Client is informed that the Attorneys' Fees provided for herein are not set by law but rather are negotiable between the Firm and Client.

I. DIVISION OF ATTORNEYS' FEES.

1. ***Division of Fees; Disclosure.*** The Firm may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to Client. Client is informed that, under the Rules of Professional Conduct of the State Bar of New Jersey, such a division may be made only with Client's written consent after a full disclosure to Client in writing that a division of fees shall be made and of the terms of such division. The division of fees and costs between the Firm has been separately provided to Client.

2. ***Retention of Associate Counsel.*** The Firm may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firm shall be subject to Client's approval.

J. COSTS.

1. ***Costs Advanced by the Firm.*** The Firm shall advance all Costs incurred in connection with the Firm's representation of Client under this Agreement. Costs shall be advanced by the Firm and then paid by Client from any Net Recovery.

2. ***Reimbursement; Risk of Loss.*** The Firm shall be reimbursed for any Costs before any distribution to Client. If there is no Net Recovery or the Net Recovery is insufficient to reimburse the Firm in full for Costs advanced, the Firm shall bear the loss for any Costs not reimbursed under this Agreement.

3. ***Defense of Attorneys' Fees and Costs to Third Party.*** Notwithstanding any provision of this Agreement to the contrary, the Firm shall defend Client in any motion seeking an award of Attorneys' Fees or costs against Client in any Legal Action brought under this Agreement. Any costs incurred in such defense shall be treated as Costs for purposes of, and in the manner provided by, this Agreement.

IV. REPRESENTATION OF ADVERSE INTERESTS

A. DISCLOSURE.

1. ***Duty to Disclose; No Conflicts Identified.*** If any of the Firm have a relationship with another party with interests adverse to Client, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firm to disclose that to Client so Client can evaluate whether that relationship causes Client to have any concerns regarding any of the Firm's loyalty, objectivity, or ability to protect Client's confidential information. To the extent required, the Client waives any conflict under Rule 1.7 of the New Jersey Rules of Professional Conduct.

2. ***Representation of Other Clients; Waiver of Potential Conflicts.*** Client understands that currently, and from time to time, the Firm represent other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firm's practice. Further, Client understands that the Firm represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. Client understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. Client understands that the Firm would not take on this engagement if Client required the Firm to forgo representations like those described above. Client has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firm's current and continuing representation of cities and other water suppliers in similar litigations, because such waiver enables Client to obtain the benefits of the Firm's experience and expertise. Therefore, Client consents that the Firm may continue to handle such work, and may take on similar new clients and matters, without disclosing each such new matter to Client or seeking the consent of Client while representing it. The Firm shall not, of course, take on such other work if it requires the Firm to be directly adverse to Client while the Firm are still representing Client under this Agreement.

V. TERMINATION

A. DISCHARGE OF ATTORNEY.

1. ***Right to Discharge.*** Client may discharge the Firm at any time, with or without cause, by written notice effective when received by the Firm. Client shall have the right to terminate this Agreement with cause upon the Firm breach of this Agreement or its failure to strictly adhere to the New Jersey Rules of Professional Conduct. Unless specifically agreed by the Firm and Client, the Firm shall provide no further services and advance no further Costs on Client's behalf after receipt of the notice. If any or all of the Firm are Client's attorney of record in any proceeding, the Firm shall immediately execute and return a substitution-of-attorney form.

2. ***Reimbursement of Costs; Fees.*** In the event the Firm are discharged without cause before the conclusion of a Legal Action, Client shall (i) reimburse the Firm for any and all Costs advanced by the Firm for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firm, and (ii) upon the conclusion of the Legal Action, pay the Firm a Reasonable Attorneys' Fee for services performed up to the point of the discharge. Nothing herein shall be construed to limit Client's rights and remedies in the event of a discharge of the Firm for cause.

B. WITHDRAWAL OF ATTORNEY.

1. ***Right to Withdraw.*** The Firm may withdraw from representation of Client (i) with Client's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for good cause upon reasonable notice to Client. Good cause includes Client's breach of this Agreement, Client's unreasonable refusal to cooperate with the Firm or to follow the Firm's advice on a material matter, or any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical. Notwithstanding the Firm's withdrawal for good cause, Client shall remain obligated to pay the Firm and any associated counsel, out of the Net Recovery, a Reasonable Fee for all services provided and to reimburse the Firm for all reasonable Costs advanced before the withdrawal.

2. ***Withdrawal Without Cause.*** The Firm may terminate this Agreement at any time, without cause, by giving Client not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination. Where the Firm terminate this Agreement without cause, the Firm shall not be entitled to the recovery of any amount, regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by Client.

VI. MISCELLANEOUS

A. **LIEN.** Client hereby grants the Firm a lien on any and all claims or causes of action that are the subject of the Firm's Contingent Fee and/or Costs advanced under this Agreement. The Firm's lien shall be for sums owed to the Firm for any unpaid Contingent Fee or Costs at the conclusion of the Firm's services. The lien shall attach to any Net Recovery Client may obtain.

B. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** Upon the conclusion of services under this Agreement, the Firm shall release promptly to Client on request all of Client's papers and property. "Client's papers and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, regardless of whether Client has paid for said documents or property.

C. **INDEPENDENT CONTRACTOR.** The relationship to Client of the Firm, and any associate counsel or paralegal provided through the Firm, in the performance of services hereunder, is that of independent contractor and not that of employee of Client, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firm hereunder shall be deemed revenues or expense reimbursements of the Firm's offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.

D. **NOTICES.** All written notices and communications to Client relating to this Agreement shall be mailed to or personally delivered to Client, addressed to: Pequannock Township, 530 Newark-Pompton Turnpike, Pompton Lakes, NJ 07444. Written notices and communications to the Firm relating hereto shall be mailed to or personally delivered to

Kennedy & Madonna, LLP, 48 Dewitt Mills Road, Hurley, NY 12443, unless and until Kennedy & Madonna, LLP shall have given written notice to Client of a change in such office address.

E. CONFIDENTIALITY. This Agreement establishes the relation of attorney-client between the parties hereto. The Firm shall hold all money and property of Client in trust for Client's benefit, with all funds deposited and managed in the Firm's client trust account as required by law. The Firm shall not divulge Client's confidences and shall be entitled to the candid cooperation of all Client's employees in all matters related to the assigned files and any related actions. Furthermore, this Agreement is an attorney-client communication and shall not be disclosed by Client or the Firm to any third party, except as may otherwise be required by law. In the event of a request, demand, or lawsuit to compel Client to provide a copy of this Agreement or a description of its terms, the Firm shall work with Client to provide an appropriate response and the Firm shall defend any such litigation at the Firm's cost. Nothing herein shall preclude the Firm and Client from agreeing together to disclose the Agreement or its terms.

F. DISCLAIMER OF GUARANTEE. Although the Firm may offer an opinion about possible results regarding the subject matter of this Agreement, the Firm cannot guarantee any particular result. Client acknowledges that none of the Firm have made promises about the outcome and that any opinion offered by the Firm in the future shall not constitute a guarantee.

G. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.

H. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

I. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

J. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.

K. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firm's Contingent Fee and/or arising out of this Agreement may first be submitted to the State Bar's program for arbitration of fee disputes. If a fee dispute arises, the Firm shall provide Client with information about the State Bar program.

L. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be Salem County, New Jersey.

M. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of New Jersey.

N. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firm on this matter before its effective date.

O. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.

P. EXECUTION. This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

Date

City of Salem, New Jersey

Kevin J. Madonna Date
Law Office of Kevin Madonna, PLLC
48 Dewitt Mills Rd
Hurley, NY 12443

Certification of Availability of Funds

This is to certify to the CITY COUNCIL of the CITY OF SALEM that funds for the following resolution is available.

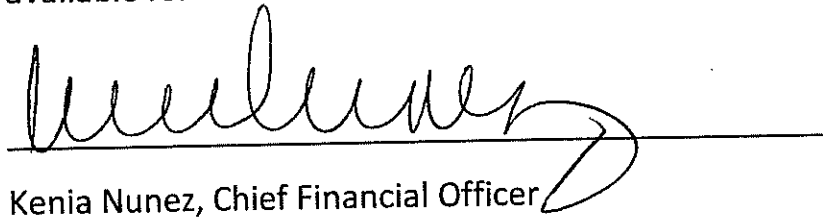
Resolution Date: 10/16/2023

Vendor: Law Office of Kevin Madonna, LLC
48 Dewitt Road, Hurley, New York, 12443-1244

AWARD: Legal services related to the presence of per- and polyfluoroalkyl substances ("PFAS") in the City's drinking water supplies class action suit.

Account Number: 3-01-20-155-299

I hereby certify, under NJAC 5:30, that funds in the amount of \$17,500 are available for the above in Account No. 3-01-20-155-299

A handwritten signature in black ink, appearing to read 'Kenia Nunez', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

Kenia Nunez, Chief Financial Officer

**SALEM CITY
RESOLUTION 2023-272**

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO
BROWNFIELD REDEVELOPMENT SOLUTIONS, INC (BRS), GRANT
CONSULTANTS, FOR USACOE PILOT PROGRAM FOR WATER RESOURCES
PROJECTS**

WHEREAS, the City of Salem (City) desires to apply for the USA Corps of Engineers section 165(a) Pilot Program for Water Resources Projects for Small or Disadvantaged Communities.

WHEREAS, Brownfield Redevelopment Solutions, INC, (BRS) was appointed and contracted by the City under Res. 2023-48 to provide grant consulting services; and

WHEREAS, the grant provides for various stormwater-related projects; and

WHEREAS, upon successful award of the grant, the City would be able to better manage the impacts of stormwater involving Towne Bank and Keasbey Creek;

WHEREAS, the City's Chief Financial has determined and certified in writing that the value of the contract not to exceed \$2,000.00 as proposed by BRS, Inc. (Attachment "A") and funds are available for this expenditure from line item economic development 2-01-20-170-299;

NOW THEREFORE BE IT RESOLVED, that the City of Salem does hereby authorize BRS Inc to apply and submit the application for the USA Corps of Engineers section 165(a) Pilot Program for Water Resources Projects for Small or Disadvantaged Communities.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

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						
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 16, 2023

Date

Ben Angeli, RMC



City of Salem
Grant Writing Consultant Contract

Date	October 13, 2023
Work Assignment	Work Assignment #2 Grant Writing: Assistance with USACOE Section 165(a) Pilot Program for Water Resources Projects for Small or Disadvantaged Communities
Scope	Coordinate with City and State personnel to develop a grant application to update and expand the Watershed Storm study, develop the construction design and permitting documents, replace the Town Bank pumping station, and dredge Keasbey Creek.
Billing	Lump Sum Billing
Not to Exceed	\$2000
Approval Signature	
Date	