

CITY OF SALEM
COMMON COUNCIL CAUCUS MEETING MINUTES
FEBRUARY 13, 2023
6:30 PM

OPENING 6:30 PM - Council President Gage

PLEDGE OF ALLEGIANCE - Council President Gage

INVOCATION - Councilman Groce

STATEMENT OF ADVERTISEMENT - read by the Clerk

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, Groce, Slaughter, Smith, Gage, Gregory

Absent: Kellum

APPROVAL OF BILLS:

Motion: Groce Second Smith All present voted in favor in a Roll Call Vote.

MAYORAL APPOINTMENTS – To the Historic Preservation Commission:

Christopher Hofacker as a Class “A”

Councilwoman Ceil Smith as the Liason

CERTAIN RULES OF COUNCIL MEETINGS AS READ BY THE CLERK

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

Motion to go to open public portion on agenda items only:

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

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

Janice Roots, Salem asked about the deputy Clerk position OEM appointments. Mr. Angeli spoke about the two appointments.

Motion to close public portion on agenda items:

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

RES. 2023-82 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE DATED AUGUST 6, 2009 RELATED TO THE SMALL CITIES HOUSING REHABILITATION PROGRAM MADE TO MAXINE J. GREEN FOR PROPERTY LOCATED AT 371 MAGNOLIA STREET

Motion: Gregory Second: Smith All present voted in favor in a Voice Vote.

RES. 2023-83 A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12 These items are for
(7) Matters relating to litigation, negotiations and attorney-client privilege

Motion: Gregory Second: Smith All present voted in favor in a Voice Vote.

RES. 2023-84 RESOLUTION APPOINTING MANDY RENNER AS DEPUTY CLERK FOR THE CITY OF SALEM

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-85 A RESOLUTION AUTHORIZING THE CITY OF SALEM COMMERCE DEPARTMENT TO PREPARE AND SUBMIT PUBLIC ADVERTISEMENT FOR PUBLIC HEARING

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-86 A RESOLUTION APPOINTING JOHN PELURA AS DIRECTOR OF THE OFFICE OF EMERGENCY MANAGEMENT FOR THE CITY OF SALEM

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-87 A RESOLUTION TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF SALEM AND THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR THE LIHWAP PROGRAM

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-88 RESOLUTION APPOINTING COUNCILWOMAN CEIL SMITH TO THE WATER INFRASTRUCTURE PROTECTION ACT (WIPA) AD HOC COMMITTEE

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-89 A RESOLUTION APPROVING THE QUOTE AND ENTERING INTO AN AGREEMENT WITH EVERYTHING EXTERIOR LLC FOR A CITY CLEANUP PROJECT

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-90 A RESOLUTION APPROVING ENGINEERING SERVICES FOR THE CITY OF SALEM BLEACHER REPLACEMENT

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-91 A RESOLUTION APPROVING THE REPORT OF THE INDEPENDENT FINANCIAL ADVISOR AND SCHEDULING A PUBLIC HEARING

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-92 A RESOLUTION TO ESTABLISH A LIEN ON PROPERTY KNOWN AS 252 EAST BROADWAY, BLOCK 28, LOT 18 FOR THE COST OF DEMOLITION

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

RES. 2023-93 A RESOLUTION TO ESTABLISH A LIEN ON PROPERTY KNOWN AS 48 WALNUT STREET, BLOCK 84, LOT 7 FOR THE COST OF DEMOLITION

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

COMMITTEE REPORTS:

ADMINISTRATION (Gage, Gregory, Groce, Kellum) – No Report

PUBLIC SAFETY (Davis, Slaughter, Groce, Gage)

Reported that the radar has been fixed and is back in use. The police were working on towing unregistered cars. Mr. Groce said that eight guns had been removed from the streets.

PUBLIC WORKS (Groce, Gregory, Gage, Smith)

Mr. Groce spoke about Elkinton Dam and the \$575,000 loan for repairs. The WIPA vs Referendum process for selling the water/sewer utility was discussed.

ORDINANCE/BUILDINGS AND GROUNDS (Cline, Smith, Kellum)

The Committee had discussed the Administrator Ordinance and the Loitering Ordinance. They were also working on Street Opening Ordinance and Cannabis Ordinance. Mr. Angeli spoke about the Salary Ordinance.

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

Mr. Davis spoke about the Green Acres grant opportunity.

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

Ceil said that an issue would be discussed in Executive Session.

HOUSING AND QIZ (Cline, Gregory, Gage, Davis)

Ms. Cline spoke about the completed Housing Plan and asked everyone to read the Executive Summary.

MAYORAL COMMENTS:

The mayor said that her and Mr. Bailey would be talking to a representative from a micro transit company. She spoke about the AmeriCorps program and her appointments to Housing. She had spoken to NJEDA about Historic trust money.

ADMINISTRATOR REPORT:

Mr. Angeli spoke about the notice of Intention to Apply for Transitional Aid, the necessary repairs at #1 New Market Street that are necessary. He explained the reason for the Salary Ordinance.

CFO REPORT:

Ms. Nunez spoke about the budget introduction being on 3/27.

COMMERCE DIRECTOR REPORT:

No additional information other than what was already given in other department reports.

OLD BUSINESS:

The Ad Hoc committee would be discussing cannabis retail and delivery.

NEW BUSINESS:

None

PUBLIC PORTION:

Motion to open the public portion of the meeting.

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

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

Unidentified woman asked about NJAW and Mr. Angeli explained the process that the City was considering. Rebecca Ferguson introduced herself and stated that she had a passion for working on Housing in the City. She explained the five classes that were required for the Housing Authority.

Motion to close the public portion of the meeting.

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

EXECUTIVE SESSION:

Motion to go into Executive Session

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

Motion to close Executive Session

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

ADJOURNMENT:

Motion to adjourn the meeting.

Motion: Gregory Second: Groce All present voted in favor in a Voice Vote.

Minutes respectfully submitted by:


Ben Angeli, RMC

**MAYORAL APPOINTMENTS
2023**

HISTORIC PRESERVATION COMMISSION

Christopher Hofacker

Class A

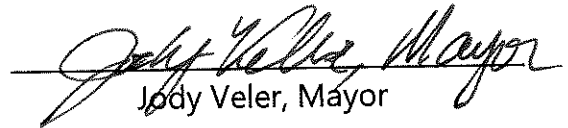
Term Expires: 12-31-2026

Councilwoman Ceil Smith

Liason

Term Expires 12-31-2023

I, Jody Veler, hereby sign this instrument below as Mayor of the City of Salem, on this Thirteenth of February 2023, confirming the above referenced appointments.


Jody Veler, Mayor

**CITY OF SALEM
RESOLUTION 2023-34**

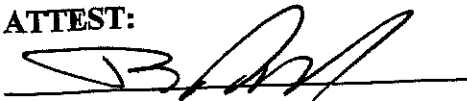
**A RESOLUTION ESTABLISHING PROCEDURAL RULES FOR THE CONDUCT OF
CITY COUNCIL MEETINGS AND RULES OF ORDER FOR CITY COUNCIL
PROCEEDINGS**

WHEREAS, in order to maintain order during meetings of the Common Council of the City of Salem, the Governing Body wishes to establish the following "RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS AND RULES OF ORDER FOR CITY COUNCIL PROCEEDINGS:

- Any member of the public may address Mayor and Council on any topic. The member of the public shall proceed to the floor and give their name and address in an audible tone of voice for the records.
- Unless further time is granted by the governing body, the public will be encouraged to limit their statements to five (5) minutes. If additional topics wish to be addressed by the member of the public after they have exceeded their five minutes, they shall be allowed an additional five minutes after other members of the public are given the opportunity to address Mayor and Council.
- Statements shall be addressed to the Mayor and Council as a body and not to any specific member. Questions of a personal nature, not associated with the governance of the City, will not be tolerated. Members of the public are also encouraged to address issues that pertain to them, not representing a third party.
- The governing body and the person having the floor shall be permitted to enter into discussion on the topic brought to governing body. However, Mayor/Council members shall not enter into a debate with the member of the public. The purpose of this forum is to offer the public the opportunity to ask the governing body questions, to voice comments or concerns, or to offer advice or disagreement with any actions the Mayor and Council have taken.
- For extraordinary situations the Council may amend all or specific rules for public participation by motion.

NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of Salem, County of Salem and State of New Jersey hereby establish the afore mentioned RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS AND RULES OF ORDER FOR CITY COUNCIL PROCEEDINGS.

ATTEST:



Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

**CITY OF SALEM
RESOLUTION 2023-82**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF
MORTGAGE DATED AUGUST 6, 2009 RELATED TO THE SMALL CITIES
HOUSING REHABILITATION PROGRAM MADE TO MAXINE J. GREEN FOR
PROPERTY LOCATED AT 371 MAGNOLIA STREET**

WHEREAS, the City, through the Small Cities Housing Rehabilitation Program secured a mortgage dated August 6, 2009 and recorded in the County Clerk's office at Mortgage Book 3147 Page 255& for a loan provided to Maxine Seals in the amount of \$14,116.00 and

WHEREAS, the City is in receipt of check for payoff of the above referenced loan.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the Mayor is authorized to execute a discharge of mortgage to have the mortgage cancelled of record.

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 February 13, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-83**

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Matters relating to litigation, negotiations and attorney-client privilege

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

ATTEST:

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 February 13, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-84**

**RESOLUTION APPOINTING MANDY RENNER AS DEPUTY CLERK
FOR THE CITY OF SALEM**

WHEREAS, the Mayor and Governing Body of the City of Salem have determined the need for a full-time Deputy Clerk; and

WHEREAS, the City advertised, received applications and interviewed candidates for the position; and

WHEREAS, it was determined that Mandy Renner was the most qualified applicant for the position

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SALEM that Mandy Renner is appointed to the position of Deputy Municipal Clerk to serve at the pleasure of Council effective on 2-21-23 or on a date arranged by the Administrator and the employee.

BE IT FURTHER RESOLVED that the employee shall be paid a salary of \$45,000. Per year as as Deputy Clerk in accordance with the salary ordinance.

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						

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Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-85**

**A RESOLUTION AUTHORIZING THE CITY OF SALEM COMMERCE
DEPARTMENT TO PREPARE AND SUBMIT PUBLIC ADVERTISEMENT FOR
PUBLIC HEARING**

WHEREAS, the New Jersey Department of Environmental Protection has announced the Green Acres and park development grant funding; and

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

WHEREAS, the “Green Acres Grant” program would provide up to \$1.7 Million for activities related to Park and Recreational Development; and

WHEREAS, the Green Acres Program requires a public advertisement and public hearing as a requirement to submit a grant application; and

WHEREAS, The City of Salem desires to Post and advertise a public hearing as part of a regularly scheduled Council meeting scheduled for February 21, 2023 at 6:30pm regarding the Green Acres grant application to receive public comment and;

WHEREAS, the advertisement will be posted to the City of Salem website and published in the local newspaper.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Salem, in the County of Salem, New Jersey hereby authorizes the City Commerce Department to prepare and submit the advertisement for the scheduled public hearing for the Green Acres grant application.

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						

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Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-86**

**A RESOLUTION APPOINTING JOHN PELURA AS DIRECTOR OF THE
OFFICE OF EMERGENCY MANAGEMENT FOR THE CITY OF SALEM**

BE IT HEREBY RESOLVED by the common Council of the City of Salem, County of Salem and in the State of New Jersey, that John Pelura is appointed Director of the Office of Emergency Management for the City of Salem for a term ending December 31, 2024

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						

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Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-87**

**A RESOLUTION TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF
SALEM AND THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR THE
LIHWAP PROGRAM**

WHEREAS, the New Jersey Department of Community Affairs (DCA) has established the **Low Income Household Water Assistance Program (LIHWAP)**; and

WHEREAS, this program terms (Attachment "A") include the requirement for the City to accept Automated Clearing House payments; and

WHEREAS, the City desires to enter into an agreement accepting the attached terms in order to make it possible for City residents to take advantage of this DCA program; and

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the Mayor or her representative is authorized to execute an agreement (Attachment "B") with DCA for the LIHWAP program.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

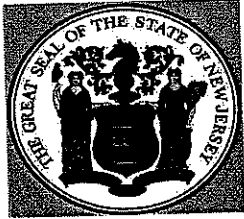
Earl Gage, Council President

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

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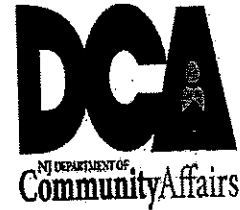
Date

Ben Angeli, RMC



New Jersey Department of Community Affairs
Division of Housing and Community Resources

ATTACHMENT "A"



Low Income Household Water Assistance Program (LIHWAP)
101 South Broad Street
Trenton, NJ 08625
LIHWAP@dca.nj.gov

CONTRACT FOR SERVICES
BETWEEN Low Income Household Water Assistance Program (LIHWAP)
NJ DEPARTMENT OF COMMUNITY AFFAIRS
AND
CITY OF SALEM WATER DEPARTMENT

This Vendor Contract is entered into by and between the State of New Jersey, Department of Community Affairs, Division of Housing and Community Resources under the following terms:

1. Definitions

- a) Department means the New Jersey Department of Community Affairs.
- b) Division means the Division of Housing and Community Resources.
- c) LIHWAP means the Low-Income Household Water Assistance Program.
- d) LIHWAP payment includes home drinking water and wastewater benefits.
- e) Vendor means any private or public entity in the business of supplying water and/or wastewater related services to customers.
- f) LIHEAP means the Low-Income Home Energy Assistance Program.

2. The Division agrees to the following:

- a) To provide funds for LIHWAP.
- b) To assign a vendor number/business code to each Vendor after the contract is signed.
- c) To issue to a Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all LIHWAP eligible households. A payment register shall precede the check or ACH deposit. The register includes the name of the LIHWAP applicant, the account name and number, the amount(s) to be applied to each customer, and the address and county of residence of the applicant.

3. The Vendor agrees to the following:

- a) To provide water and/or wastewater services to each eligible residential household in an amount equal to the LIHWAP payment received in the current program year.
- b) To charge LIHWAP eligible households using the Vendor's normal billing process.
- c) To charge all LIHWAP eligible households the price normally charged for home drinking water and/or wastewater supplied to non-eligible households.
- d) Not to discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other customers.
- e) To provide to the Division, upon request, with written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored, if terminated, on a timely basis or disconnection status has been removed, if applicable.
- f) To apply LIHWAP payments identified in the payment schedule as directed by the Agency and/or Division.
- g) To post all payments to customer accounts within 3-5 business days upon receipt of payment register.
- h) To clearly enter on LIHWAP households' bill the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the New Jersey Low Income Household Water Assistance Program or LIHWAP.
- i) To restore water services upon receiving LIHWAP payment, whether or not the payment resolved the arrears in its entirety, and to maintain services for at least 180 days. For those customers whose LIHWAP payment did not resolve the arrears in its entirety, the vendor shall immediately enter into a Deferred Payment Agreement (DPA) for the remaining arrears.
- j) Not to charge late fees, interest and penalty charges on outstanding amounts not covered by LIHWAP benefits.
- k) To provide monthly statements to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- l) To send all refunds in compliance with LIHWAP Vendor refund policies no later than September 30, 2022.



- m) To comply with LIHWAP Vendor refund policies, maintain supporting fiscal records for five years, or such longer period as may be required pursuant to law, and provide records to Division representatives upon request.
- n) To fully cooperate with the Division's monitoring practices, including but not limited to, providing requested documentation within set time frames, as well as communicating with Division staff.
- o) To provide at no cost to the Department, Division, or its Agencies and the customer, written information on an applicant household's home drinking water and/or wastewater costs, arrearage history for no more than the previous 12 monthly billing periods.
- p) To comply with all New Jersey laws, regulation, or other requirements pertaining to the supply of home drinking water and/or wastewater services for residential use. In the event of any dispute between the Department, Division or its Agencies and the Vendor, New Jersey law shall govern and the venue for any legal action arising out of this contract shall be At the Department of Community Affairs, Division of Housing and Community Resources, 101 South Broad Street, Trenton, New Jersey.
- q) To provide, within a timely manner and at no cost to the Department, Division or its Agencies, information on household water and/or wastewater costs and usage for participants of LIHWAP at the Department's request for purposes of research, evaluation, and analysis.
- r) To report to the Department, Division or its Agencies situations that threaten life, health, or safety.
- s) To cooperate with the Department, Division and/or its Agencies in developing procedures to respond to immediate and potential emergencies, which includes the provision of household water and/or wastewater services based on the documented promise to pay using LIHWAP funds.
- t) To cooperate with the Agency in providing home drinking water and/or wastewater services to eligible households.
- u) To provide in writing to the Department, Division or its Agencies with business practice and contact information and to notify the Division of any changes.
- v) To comply with the terms of this contract for customers who have LIHWAP payments transferred from another Vendor.
- w) To notify the Department, Division, or its Agencies of mergers and/or acquisitions. Mergers and/or acquisitions may affect the company's policies and service areas. Submission of a new vendor contract may be required within ten business days, reflecting such policy and service area changes.
- x) To hold the Division harmless and to indemnify the Division, the Department, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of Vendor, or its agents, office, employees or subcontractor. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential, punitive damages, or lost profits.

4. Length of Contract

- a) This contract is in effect from the date it is executed until terminated as described in the 'Termination' section.

5. Termination

- a) This contract will terminate effective immediately at the discretion of the Department, Division or its Agencies, upon determination that the Vendor is not in compliance with the terms of this contract. The Vendor will be notified in writing within ten business days of termination.

6. Entire Contract

- a) It is understood and agreed that the entire contract between the parties is contained in this Vendor Contract.
- b) This contract supersedes all previous commitments, promises, representations, either oral or written, between the parties relating to the subject matter hereof.
- c) The person signing this contract, on behalf of the Vendor, certifies and attests that they have full and complete authority to bind the Vendor, on whose behalf they are executing this document.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of a manual/handwritten signature. I further understand that I may print the document and sign by hand.

City of Salem Water Department

Date (mm/dd/yyyy)

New Jersey LIHWAP Signature

Date (mm/dd/yyyy)



Low Income Household Water Assistance Program (LIHWAP) Vendor Refund Policy

1. Credit Balances - If no change occurs in the residence of the LIHWAP recipient and the recipient retains the same supplier with an active account, the credit balance of LIHWAP funds remains with the Vendor until exhausted.
2. Unclaimed Credit Balances - In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the customer, the balance of the funds is to be returned, by check, to the Division by the end of each program year (September 30). The returned check shall include all information listed in item number seven of this Refund Policy.
3. Move Within State and Change of Water and/or Wastewater Services Provider - If the LIHWAP recipient changes water and/or wastewater services providers or moves to another residence within the state and has a relationship with a new provider, the Vendor holding the credit balance of the LIHWAP payment(s) must transfer the balance to the new water and/or wastewater services provider (Vendor) or new account.
4. Move and No Relationship with Vendor - When a LIHWAP recipient moves his or her household and as a result the recipient has no direct relationship with a Vendor, any credit balance of LIHWAP payments is to be returned by check to the Division with the information listed in number seven of this Refund Policy.
5. Move Out of State - When a LIHWAP recipient moves out of New Jersey, any credit balance of LIHWAP payments shall be returned by check to the Division with the information listed in number seven of this Refund Policy.
6. Deceased Recipient - In the event a credit balance remains, and the account is closed, the credit balance will be refunded to the program no later than the end of the program year (September 30). Submit a check to the Division with the information listed in number seven of this Refund Policy.
7. Return Address for Refunds to the State of New Jersey - Mail refunds to:
NJ Department of Community Affairs
Division of Housing and Community Resources
Low-Income Household Water Assistance Program
ATTN: LIHWAP REFUND
101 South Broad Street (5th Floor)
Trenton, NJ 08625-0811

Refunds must include the following information: Customer name, Customer address, Date of LIHWAP payment to Vendor, Reason for the return.
8. Vendor Payments – All LIHWAP payments made to a Vendor shall be applied to current water and/or wastewater services costs. LIHWAP payments that exceed current costs shall be applied as credit to the customers' account. Credit balances shall be handled in accordance with the policies of this contract. Any balance remaining shall be credited to the customers' account.
9. Incorrect Payments – All Vendors are required to review the weekly payment register for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall contact the Division's Help Desk at LIHWAP@dca.nj.gov. Contact must occur within 30 days to correct the error. If payments are made in error, any corrections needed will be determined by the Division.

ATTACHMENT "B"

DATA SHARING AGREEMENT
BETWEEN
THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS

AND

City of Salem Township of Department Government

I. PARTIES

This Data Sharing Agreement ("Agreement") is made and entered into by and between the New Jersey Department of Community Affairs ("Department") whose address is PO Box 800, Trenton, N.J. 08625-0037, and City of Salem Township Department in the Low-Income Household Water Assistance Program ("LIHWAP") (referred to as "Utility Company"), whose address is 17 NEW MARKET STREET, SALEM, NEW JERSEY 08079. When executed by the Parties, this Agreement shall become effective as of the date of the last signature set forth below.

II. PURPOSE

The purpose of this Agreement is to establish the terms by which the Department and the Utility Company, will share customer information. As a participating vendor, Utility Company is eligible to receive direct payment based on customer's eligibility for the LIHWAP, the Temporary Assistance for Needy Families ("TANF") and/or Food Stamp programs and any other program where the customer's eligibility has already been determined by the Department, or through an eligibility determination process for those customers who are not currently participating in a program administered by the Department.

III. LEGAL AUTHORITY

The Consolidated Appropriation Act 2021 (P.L. 116-260, 2020) and the American Rescue Plan Act of 2021 (P.L. 117-2, 2020) provided the Department with funding to provide relief to assist low-income households with water and wastewater bills. As a result, the Department implemented the LIHWAP Program, to provide relief in the form of benefits directly to water and waste water utility companies. The Department entered into a Grant Implementation Plan that was submitted to the United States Department of Health and Human Services, Administrative for Children and Families, that allows it to receive necessary customer data from the participating Utility Company.

IV. RESPONSIBILITIES OF THE PARTIES

- A. **Warranties** The Parties make no warranty, either express or implied, regarding the accuracy, reliability, completeness, or suitability of the information for any particular purpose.

B. **Access to Customer Data** This Agreement covers the Department and the Utility Companies sharing of customer data for the purpose of implementing the LIHWAP Program. Customer data is defined as the customer's name, mailing address, e-mail address, utility account numbers, phone number and amount owed ("Customer Data"). Neither Party is authorized to add to, amend, or delete information contained in the others Customer Data, in any manner whatsoever.

C. **Information Provided** The Utility Company shall provide the Department with an up-to-date list on the 15th of every month of all Utility Company customers that are overdue on either their water or sewer bills in order to permit the Department to provide, by regular mail, to all such Utility Company customers notice of their possible eligibility to participate in the LIHWAP to assist in making outstanding payments for water and/or sewer bills.

A list of eligible Utility Company customers seeking to participate in the LIHWAP will be provided to the appropriate Utility Company and the named customers shall be enrolled in the LIHWAP on the 15th of every month.

D. **Use of Information** The Department agrees to collect individual Customer Data through an encrypted email or similar secure process. The Department shall restrict access to the Customer Data received to employees or workforce that need the Customer Data to perform their official duties in connection with the purpose of this Agreement. Any Department employee or workforce who access, disclose or use the Customer Data in a manner or for a purpose not authorized by the Agreement may be subject to civil or criminal sanctions contained in applicable federal or state statutes. Customer Data shall be processed so as to protect the confidentiality of the data, and in such a way that unauthorized persons cannot retrieve such records by means of computer, remote terminal, or any other means. Customer Data obtained under this Agreement shall not be disclosed to any third parties, unless otherwise specified in this Agreement.

The Department will limit access to the individual customer data to only those employees or authorized representatives required to determine LIHWAP eligibility and to make LIHWAP payments, and who are otherwise bound by the confidentiality obligations contained herein.

The Utility Company agrees to limit access to the data to only those employees and officials who need it to perform their official duties in connection with the LIHWAP Program.

It is expressly understood and agreed by the Utility Company that no lists of LIHWAP recipients will be developed or maintained by any Utility Company and the identifying information contained on any LIHWAP check will be used solely for the purpose of applying the amount of the benefit to the recipient's water/sewer utility account.

E. **Confidentiality** The Utility Company understands and agrees that pursuant to statutes, regulations, and policies, certain information provided by the Department to the Utility

Company is deemed confidential. The Utility Company understands and agrees that it is obligated to ensure that no confidential information shall be disclosed to any third party, except so as to effectuate the purpose as stated in this Agreement or as required by law.

- a. The Utility Company further agrees to maintain the same standard of confidentiality in accordance with 45 CFR 205:50(a) (2) (11); and
- b. To advise all Utility Company personnel who will have access to the data of the confidential nature of the information, the safeguards required, and the criminal and civil sanctions for non-compliance contained in Federal Statutes, such as Section 1106(a) of the Social Security Act, 5 U.S.C. 5522a(i), and Section 7217 of the Internal Revenue Code, and any other relevant State Statutes.

F. **Requests for Information** Any receipt by a Utility Company of a request under the Open Public Records Act, N.J.S.A. 47:1A-1 to -13 ("OPRA"), by subpoena or any other manner of request for any records of individual recipients of assistance from the Department, shall be provided by the Utility Company to the Department within 24 hours of receipt in order to allow the Department to timely assert any privilege associated with a Utility Company customer's participation in an assistance program.

F. **Liability** The Department assumes no liability for the improper or illegal use of information obtained from the Department and provided to the Utility Company.

The Utility Company assumes no liability for the improper or illegal use of information obtained from the Utility Company and provided to the Department.

H. **Compliance with Applicable Law** The Parties agree that in the performance of this Agreement they shall comply with all applicable State, and Federal laws and regulations, including, but not limited to, laws and regulations which address the confidentiality of the records/data and information contained in the Parties files.

I. **Parties' Representatives** The Department's representative is _____, or the duly appointed successor. The Department representatives are authorized to receive correspondence, including notices referenced in this Agreement and/or otherwise pertaining to its subject matter. However, notifications as to data breaches or incidents shall be communicated as set forth in Subsection V of this Agreement.

The Utility Company's representative is WILLIAM MCCAFFERTY, UTILITY AND TAX COLLECTOR. The Department and the Utility Company's representatives may agree to designate specific employee(s) as a contact person responsible to produce/receive the customer information.

V. DATA BREACH OR INCIDENT NOTIFICATION

- A. The Parties agree to immediately, by telephone and email, notify the other Party upon the discovery of: a data breach or incident (suspected or actual) related to the Customer Data or participation in the LIHWAP Program, or a data breach or incident (suspected or actual) of a program having confidential Customer Data that has resulted in the disclosure of confidential Customer Data.

Each Party reserves the right to conduct an assessment of and/or bring in a third party to work with the Utility Company or Department on any incident (suspected or actual), data breach, intrusion, loss or unauthorized use or disclosure of the Customer Data in violation of this Agreement.

The Utility Company shall submit such notification to the Department of Community Affairs at _____. The Department shall submit such notification to the Utility Company at 17 NEW MARKET STREET, SALEM, NJ 08079 _____.

- B. Ensure that the initial notification includes contact and component information; a description of the incident and/or data breach, loss with scope, numbers of files or records, type of equipment or media, approximate time and location of incident and/or data breach or loss; description of how the data was physically stored, contained, or packaged (e.g., password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the incident and to protect the operating environment.
- D. Investigate the incident (suspected or actual) and produce a written incident report within two (2) business days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed customer information; a description of where the customer information and their participation in the LIHWAP is believed to have been improperly transmitted, sent, or used; a description of the probable cause of the incident; a detailed corrective action plan including measures that were taken to halt and/or contain the incident. The Utility Company shall submit the incident report to the Department of Community Affairs at _____. The Department shall submit the incident report to the Utility Company at _17 NEW MARKET STREET, SALEM, NJ 08079_.

The Party suffering from the breach will notify individuals of the incident (suspected or actual), data breach or unauthorized use or disclosure of the customer's participation in the LIHWAP Program, when applicable state or federal law requires notification. The Utility Company shall obtain the approval of the: Department of Community Affairs, Information Technology, John Harrison, John.Harrison@dca.nj.gov, for the time, manner and content of any such required notifications. The Department shall obtain the approval of the Utility Company WMACCEFFERTY@CITYOFSALEMNJ.GOV. The Party that has experienced a breach shall be responsible for the cost of such notification to the extent that such data breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of the Party. To the extent, such data breach or unauthorized use or disclosure

is due to the negligence or intentional misconduct of the Party who experienced the breach that Party shall be responsible for notifying individuals and shall be responsible for any costs of notification. If there is any question as to whether the Department or the Utility Company is responsible for an incident, data breach or unauthorized use or disclosure of the customer information, the breached Party shall issue a notice and Utility Company and the Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

- E. In the case of an incident, data breach, theft, unauthorized use, disclosure, or crime related to the Customer Data maintained by either Party or the information contained therein, the Parties reserve the right to involve state and/or federal law enforcement officials in a data breach investigation, and/or involve a third party, including but not limited to specialists or subject matter experts, to help or conduct an independent investigation of any data breach or incident. The Parties agree to fully cooperate with any assessment or investigation related to a data breach or incident. In cases where notification to the other Party may compromise an ongoing assessment or criminal investigation of a data breach or incident, the Parties reserve the right to NOT provide notice. However, to the extent where such notice would not compromise an ongoing assessment or criminal investigation of an incident, data breach, theft, unauthorized use, disclosure, or crime related to the Customer Data, including their participation in the LIHWAP Program maintained by either Party, the investigating Party will provide written notice to the other Party regarding the existence of said assessment or criminal investigation.

V. MISCELLANEOUS

- A. **Termination** This Agreement shall remain in effect until terminated as follows:

- Unilaterally and immediately by the Department for any reason, upon 14-days' written notice to the Utility Company;
- Unilaterally and immediately by the Utility Company, for any reason, upon 14-days' written notice to the Department; and
- Mutually upon written agreement of the Department and the Utility Company, at any time.

- B. **Subject to the Availability of Funding** The Department's obligations under this Agreement are subject to appropriations and the availability of funds. A failure by the Department to make any payment required by this Agreement or to observe and perform any condition on its part to be performed under this Agreement as a result of the failure of the Legislature to appropriate necessary funds shall not in any manner constitute a breach or default by the Department and the Department shall not be held liable in any manner whatsoever because of the absence of available funding.

- C. **Amendment/Waiver** This Agreement cannot be amended, modified, or revised unless done so in writing signed by the Parties. No provision may be waived, except in a writing signed by the Parties. The failure of a Party to enforce any provision of this Agreement, or to require performance by the other Party, will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.
- D. **Assignment** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. No permitted assignment shall relieve a Party of any of its responsibilities under this Agreement. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon the Parties and their respective successors and assigns.
- E. **Third Party Beneficiary Rights** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to their benefit. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under its terms. The parties intend and expressly agree that only they shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance of, or failure to perform, in accordance with any term or condition of this Agreement, or to bring an action for the data breach of this Agreement.
- F. **Entirety of Agreement** This Agreement, including any amendment executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all terms and conditions. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties hereto, whether written or oral.
- G. **Governing Law** This Agreement shall be governed by the law of the State of New Jersey.
- H. **Unenforceability and Severability** If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- I. **Indemnification Obligations of the Parties**

The Department. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, the Department shall, at its own expense, be responsible for and defend itself against any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Department, its employees, representatives, agents, independent contractors or invitees, related to this Agreement.

AND

The Utility Company. The Utility Company shall, at its own expense, be responsible for and defend itself against any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the employees, representatives, agents, independent contractors or invitees of the Utility Company and/or its Represented Agencies, related to this Agreement.

J. **Section Headings** Section Headings that appear in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

IN WITNESS WHEREOF, the terms of this Agreement have been read and understood by the persons whose signatures appear below, the parties have executed this Agreement.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Dated: _____

CITY OF SALEM

By: _____

Dated: _____

**CITY OF SALEM
RESOLUTION 2023-88**

**RESOLUTION APPOINTING COUNCILWOMAN CEIL SMITH TO THE WATER
INFRASTRUCTURE PROTECTION ACT (WIPA) AD HOC COMMITTEE**

WHEREAS, the City of Salem has taken steps in the process of privatizing the water and sewer Utilities through the process established in the Water Infrastructure Protection Act (WIPA); and

WHEREAS, The City of Salem established an Ad Hoc Committee to deal with matters related to the WIPA process; and

WHEREAS, The City of WIPA Ad Hoc Committee will now consist of the following members: Councilman Vaughn Groce, Councilman Timothy Gregory, Council President Earl Gage, Councilwoman Ceil Smith, Mayor Jody Veler, City Administrator Ben Angeli, CFO Kenia Nunez and City Attorney Andrea Rhea.

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Salem that Ceil Smith is hereby appointed to the WIPA Ad Hoc Committee:

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 February 13, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-89**

**A RESOLUTION APPROVING THE QUOTE AND ENTERING INTO AN AGREEMENT
WITH EVERYTHING EXTERIOR LLC FOR A CITY CLEANUP PROJECT**

WHEREAS, there was a need to cleanup certain city owned properties in the City of Salem; and

WHEREAS, the properties (23) as listed (Attachment "A") create a hazard and a nuisance to the residents of the City; and

WHEREAS, the City advertised and received quotes from five vendors on 12/28/22; and

WHEREAS, the City awarded a contractor the agreement for four properties; and

WHEREAS, the contractor has declined the award and the City desires to award the work to the next lowest bidder; and

WHEREAS, it is in the best interest of the City of Salem to accept the next most reasonable and responsible bids for each of the 4 properties; and

WHEREAS, Everything Exterior LLC was the next lowest on four (4) properties (Attachment "B") with a not to exceed amount of \$3,500.00 for 4 properties; and

WHEREAS, the City CFO has certified that the funds are available (2-01-26-320-299).

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey authorize entering into agreement with Everything Exterior LLC for cleanup of 19 properties contingent on review and approval of the quote by the City Solicitor and QPA.

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 February 13, 2023.

Date

Ben Angeli, RMC

ATTACHMENT "A"

PROPOSAL

The undersigned, a duly authorized representative of the hereinafter named bidder, submits the following proposal:

ADDRESS	BLOCK	LOT	FRONT	DEPTH	AMOUNT
67 WEST BROADWAY	48	10	21	244'18	
This property has a 27' x 123.40' attached section in the back (see attached map)					
6 UNION STREET	69	10	84.5'	30'	
211 WESLEY	84	23	35'	140'	
34/36 UNION	69	17	120'	146'	
77 UNION	68	47	23'	98'	
311 KEASBEY	42	5	30'	125'	
26 OLIVE	68	20	55'	124'	
73 ELM	69	50	79.78'	109.51'	
83 ELM	87	16	19'	110'	
23 ELM	69	32	22'	169.50'	
35/37/39 LINDEN	70	33	80'	120'	
42 LINDEN	71	28	132'	120'	
68 LINDEN	71	11	37'	119.50'	
72 LINDEN	71	12	23.30'	119.50'	
30 LINDEN	71	6	80'	120'	
25 LINDEN	70	30	70'	120'	
22 UNION	69	14	20.10'	169'	
47/49 UNION	68	38	20'	104.50'	
47/49 UNION	68	39	40'	104.50'	
354/356 KEASBEY	44	5	22'	134'	
354/356 KEASBEY	44	4	19'	134'	
51/53 LINDEN	70	36.01	22.23'	119.89'	
51/53 LINDEN	70	36.02	22.27'	119.89'	
170 CHESTNUT (TRIANGLE SHAPED) AND VICTORY WALK	113	16	104.18'	137.55'	
TOTAL AMOUNT FOR ALL TWENTY FOUR PROPERTIES					

Contracts may be awarded as a 24 property package or by individual property.

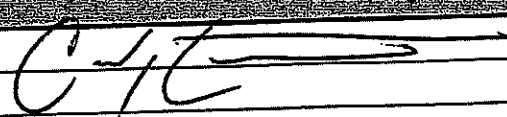
Submitted by (Signature of Authorized representative)

Name	
Title	
Company Name	

ATTACHMENT "B"

PROPOSAL

The undersigned, a duly authorized representative of the hereinafter named bidder, submits the following proposal:

ADDRESS	BLOCK	LOT	FRONT	DEPTH	AMOUNT
67 [REDACTED]	48	10	21	244'18"	[REDACTED]
This proposal has a 27' x 123.40' attached section in the back (see attached map)					[REDACTED]
6 [REDACTED]	69	10	84.5'	30'	[REDACTED]
[REDACTED]	84	23	35'	140'	[REDACTED]
3 [REDACTED]	69	17	120'	146'	[REDACTED]
[REDACTED]	68	47	23'	98'	[REDACTED]
3 [REDACTED]	42	5	30'	125'	[REDACTED]
2 [REDACTED]	68	20	55'	124'	[REDACTED]
[REDACTED]	69	50	79.78'	109.51'	[REDACTED]
83 ELM	87	16	19'	110'	875.00
[REDACTED]	69	32	22'	169.50'	875.00
3 [REDACTED]	70	33	80'	120'	[REDACTED]
[REDACTED]	71	28	132'	120'	[REDACTED]
68 LINDEN	71	11	37'	119.50'	875.00
[REDACTED]	71	12	23.30'	119.50'	[REDACTED]
30 LINDEN	71	6	80'	120'	875.00
25 LINDEN	70	30	70'	120'	875.00
22 UNION	69	14	20.10'	169'	[REDACTED]
4 [REDACTED]	68	38	20'	104.50'	[REDACTED]
4 [REDACTED]	68	39	40'	104.50'	[REDACTED]
3 [REDACTED] BEY	44	5	22'	134'	[REDACTED]
3 [REDACTED] EY	44	4	19'	134'	[REDACTED]
5 [REDACTED]	70	36.01	22.23'	119.89'	[REDACTED]
51 [REDACTED]	70	36.02	22.27'	119.89'	[REDACTED]
170 [REDACTED] (APED) AND [REDACTED]	113	16	104.18'	137.55'	[REDACTED]
TOTAL AMOUNT FOR ALL TWENTY FOUR PROPERTIES					[REDACTED]
Contracts may be awarded as a 24 property package or by individual property.					
Submitted by (Signature of Authorized representative)					
Name	Cody Loatman SR. 				
Title	Owner				
Company Name	Everything Exterior LLC 302-932-6900				

TOTAL \$3,500.00

**CITY OF SALEM
RESOLUTION 2023-90**

**A RESOLUTION APPROVING ENGINEERING SERVICES FOR THE CITY OF SALEM
BLEACHER REPLACEMENT**

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

WHEREAS, City requires engineering services related to the replacement of the bleachers at the City football field; and

WHEREAS, Remington & Vernick Engineers has submitted a proposal (Attachment "A") to perform specific services in the amount of \$60,000.00 related to the project regarding the inspection, engineering, surveying, preparation of the bid package and contract administration; and

WHEREAS, the funding is available for said services through the Supplemental Transitional Aid that the City received in 2022 and the CFO has certified that the funds are available for the engineering services.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that Remington and Vernick are authorized to commence the services required for the replacement of the bleachers at the City football field.

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

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 February 13, 2023.

Date

Ben Angeli, RMC

ATTACHMENT "A"



**REMINGTON
& VERNICK
ENGINEERS**

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

January 24, 2023

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

**Subj: Engineering Design Services Proposal
City of Salem Bleacher System Replacement
Walnut Street, Salem, New Jersey
M2023-005**

Dear Mr. Angeli:

REMINGTON & VERNICK ENGINEERS (RVE) is pleased to submit this proposal for professional engineering services to prepare plans and specifications for the replacement of the home bleacher system for the Salem City athletic field located on Walnut Street in Salem City, New Jersey. The proposed construction will include the following general scope of work.

- Foundations for the proposed pre-engineered bleacher system
- Construction of a 30' x 6' press box accessible from the bleacher system
- Site improvements for an ADA accessible route to the bleachers from Walnut Street

Remington & Vernick Engineers' design services will include the preparation of plans and specifications for the bleacher system as noted as noted in the scope of work above. The following list provides a summary of the project scope of engineering services:

DESIGN PHASE

Base Plan Preparation & Topographic Field Survey:

- Perform an existing conditions topography survey of the project site and the surrounding area.
- Horizontal datum (NAD 1983) and vertical datum (NAVD 1988) will be determined using RKT GPS.
- Survey plan will show elevations at a 1' contour interval and spot grades as needed to show the topographic site conditions.
- Locate visible utilities and mark outs within the project area.

Civil & Site Design:

- Prepare site plans for the proposed pre-engineered bleachers based upon the survey of the site, including ADA access and grading.
- Locate and provide connection to existing utilities, including electric.
- Prepare Soil Erosion and Sediment Control plans and application to the Cumberland-Salem Soil Conservation District. Submission of the application is also included.

Structural Design:

- Coordinate with building materials manufacturers and provide required details and specifications for the proposed pre-engineered bleacher system.
- Provide structural design for the press box structure and foundation for the proposed bleacher system.
- Provide miscellaneous structural plans, details and specifications as required for any site or building improvements.

Electrical Design:

- Perform calculations as required to design the project.
- Design the lighting system, power distribution system, and IT/Data system distribution to support the proposed press box.
- Provide Electrical designs in accordance with all applicable codes and standards.

BIDDING SUPPORT PHASE

- Prepare Notice to Bidders and coordinate bid advertisement.
- Prepare responses for addenda or bulletins to clarify the intent of the project documents, as required during the bidding period.
- Review and provide response to requests for information during the bidding period.
- Open bids and prepare bid tabulation.
- Review and provide award recommendation.

CONSTRUCTION ADMINISTRATION & INSPECTION PHASE

- Coordinate pre-construction meeting with the Contractor.
- Review and provide response to requests for information, shop drawings and submittals.
- Provide part-time inspection during construction to verify compliance with the contract documents.
- Provide review and recommendation of payment requests.

EXCLUSIONS

Please note that the above scope of work does not include the following services.

- New Jersey Department of Environmental Protection (NJDEP) permits, as we do not believe they will be required.
- Stormwater management design, as we do not anticipate the project adding an additional 0.25 acres of impervious area to the site.
- Submissions to the Planning Board, DCA, or other local agencies are not specifically listed.
- Design for site lighting, plumbing, mechanical, or utility work.
- Design for air conditioning or heating within the press box.
- Geotechnical Investigation.
- Outbound Survey.

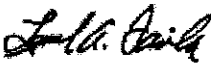
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January 24, 2023
City of Salem Bleacher System Replacement

REMINGTON & VERNICK ENGINEERS will provide all engineering design services as noted above for a not to exceed fee of \$60,000.00.

Design	\$ 36,400.00
Bidding Support	\$ 2,500.00
<u>Construction Administration & Inspection</u>	<u>\$ 21,100.00</u>
TOTAL	\$ 60,000.00

Should you have any questions or require additional information, please do not hesitate to contact Mitchell Butler in our Cherry Hill office at (856)795-9595.

Sincerely,
REMINGTON & VERNICK ENGINEERS

By 
Leonard Faiola, PE
President

Cc: Kenneth Ressler, PE
Mitchell Butler, PE

RESOLUTION 2023-91

A RESOLUTION APPROVING THE REPORT OF THE INDEPENDENT FINANCIAL ADVISOR AND SCHEDULING A PUBLIC HEARING

WHEREAS, pursuant to N.J.S.A. 58:30-5(a) an initial determination that emergent conditions exist has been made by certification of the Mayor, the Mayor's designee and a licensed engineer regarding the Salem Water and Sanitary Utility System; and

WHEREAS, the City of Salem, taking steps to effectuate the sale of its water and wastewater assets to a capable private or public entity pursuant to the Water Infrastructure Protection Act (WIPA), has hired NW Financial Group, LLC, an independent financial advisor, pursuant to the competitive contracting provisions set forth under the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.), to review, analyze and report on the value of the system and the short and long term impacts to rate-payers of the cash flow structure of the proposed transaction and to provide an estimate as to the financial requirements necessary to address the emergent conditions and to operate and maintain the system; and .

WHEREAS, the independent financial advisor has transmitted the asset valuation report to Council.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Salem that the independent financial advisor's asset valuation report, dated January 12, 2023, is approved and shall be transmitted to the Board of Public Utilities, Department of Environmental Protection and Director of the Division of Local Government Services in the Department of Community Affairs within 10 days of this Resolution.

BE IT FURTHER RESOLVED that the City of Salem shall make the approved report available for public review.

BE IT FURTHER RESOLVED that a public hearing on the proposed emergent condition certification shall be held after notice required by N.J.S.A. 58:30-5(d) on March 20, 2023.

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 February 13, 2023.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2023-92**

A RESOLUTION TO ESTABLISH A LIEN ON PROPERTY KNOWN AS 252 EAST BROADWAY, BLOCK 28, LOT 18 FOR THE COST OF DEMOLITION

WHEREAS, the property owner and/or tenant of property located at 252 East Broadway in the City of Salem failed, after notice from the State Construction Code Official, to demolish an unsafe structure; and

WHEREAS, in order to preserve the health, safety and general welfare it was necessary for the City to cause the structure to be demolished and the debris from the same to be removed; and

WHEREAS, the cost to demolish the property has been certified by the CFO/QPA who administered the contract for the same; and

WHEREAS, pursuant to N.J.S.A. 52:27D-131.1 permits the cost to be charged against the property as a lien.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that \$50,000.00 shall forthwith become a lien upon the property known as 252 East Broadway, Block 28, Lot 18 assessed to ABJ LLC. and shall be added to and become and form part of the taxes next to be assessed and levied upon such dwelling or lands, the same to bear interest as the same rate as taxes, and shall be collected and enforced by the same officers and in the same manner as taxes.

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 February 13, 2023.

Date

Ben Angeli, RMC

CITY OF SALEM
 17 NEW MARKET STREET
 SALEM, NJ 08079
 Phone: (856)935-0372
 Fax: (856)935-6360

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 23-00253

SHIP TO

CITY OF SALEM
 TREASURERS OFFICE
 17 NEW MARKET STREET
 SALEM, NJ 08079-1408

ORDER DATE: 02/07/23

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

VENDOR ACCT NUM:

VENDOR PHONE #: (609) 969-9300

VENDOR FAX #:

VENDOR

Vendor #: RSESM005

RS&ES MARINE CONSTRUCTION LLC
 20 BARBER AVE
 PENNS GROVE, NJ 08069

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 21-6001146

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	252 e broadway	6-02-40-350-207	50,000.0000	50,000.00
			TOTAL	50,000.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Robert S. Ford

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

INCORPORATED?

TAX ID NO. OR SOCIAL SECURITY NO.

Yes No

APPROVAL TO PURCHASE

I hereby certify the funds are available and encumbered.

ENCUMBRANCE OFFICER

DATE

QUALITY

Material is subject to Buyer's inspection and approval at a reasonable time after the delivery, and if specifications are not met material may be rejected by Buyer and returned at the Seller's expense.

GOV'T. REGULATIONS

Seller warrant that all applicable laws, rules and regulations of governmental authority covering the production, sales and delivery of the Material specified herein have been complied with.

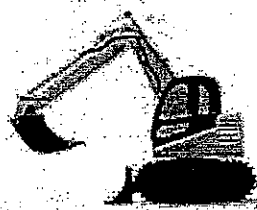
OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD

DATE

PO# 23-00255



RS&ES
MARINE

CONSTRUCTION, LLC

609-969-9300

**Bulkheads . House Pilings . Docks . Barge Service
Fully Bonded & Insured**

License #13VH09027100

Tax ID #81-2164755

January 29, 2023

To: The City of Salem NJ at 17 New Market St, Salem NJ 08079

Job Summary: 252 E Broadway , Salem NJ 08079 - Emergency Demo

We demolished the house on 252 E Broadway. We removed the Asbestos siding and disposed of it following all state and county regulations and laws. The house was knocked down and all of the debris was removed and put into containers. We took out the footings and the concrete floor out of the basement. We brought the hole where the basement was to ground level. The oil tank that was on the property was taken out, cut in half, cleaned and disposed of.

The job was started on Monday, January 16, 2023 and was completed on Saturday January 28, 2023. The total cost for this job was \$50,000.

**Rolando Salgado,
609-969-9300**

G-02-40-350-207

file desk

SALEM, NJ 08079
Phone: (856)935-0372
Fax: (856)935-6360

NO. 22-02501

CITY OF SALEM
TREASURERS OFFICE
17 NEW MARKET STREET
SALEM, NJ 08079-1408

ORDER DATE: 12/28/22
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:
VENDOR ACCT NUM:
VENDOR PHONE #: (609) 969-9300
VENDOR FAX #:

Vendor #: RSESM005
RS&ES MARINE CONSTRUCTION LLC
20 BARBER AVE
PENNS GROVE, NJ 08069

CHECK NO.
DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 21-6001146

QUANTITY	DESCRIPTION	ACCOUNTING	UNIT PRICE	TOTAL
1.00	48 walnut emergency demo	G-02-40-350-207	45,000.0000	45,000.00
			TOTAL	45,000.00

VENDOR'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under penalties, of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Roland Salpe
VENDOR SIGN HERE

APPROVAL FOR PURCHASE

I hereby certify the funds are available and encumbered.

[Signature]
ENCUMBRANCE OFFICER DATE

OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD DATE

Material is subject to Buyer's inspection and approval at a reasonable time after the delivery, and if specifications are not met material may be rejected by Buyer and returned at the Seller's expense.

Seller warrant that all applicable laws, rules and regulations of governmental authority covering the production, sales and delivery of the Material specified herein have been complied with.

OFFICIAL POSITION DATE
INCORPORATED?
TAX ID NO. OR SOCIAL SECURITY NO. Yes No

PO# 28



**Bulkheads . House Pilings . Docks . Barge Service
Fully Bonded & Insured**

License #13VH09027100

Tax ID #81-2164755

January 8, 2022

To: The City of Salem NJ at 17 New Market St, Salem NJ 08079

Job Summary: 48 Walnut Street, Salem NJ 08079 - Emergency Demo

We demolished the house on 48 Walnut Street. We removed the Asbestos siding and disposed of it following all state and county regulations and laws. The house was knocked down and all of the debris was removed and put into containers. We took out the footings and the concrete floor out of the basement. We brought the hole where the basement was to ground level. The oil tank that was on the property was taken out, cut in half, cleaned and disposed of. The job was started on Thursday, December 29, 2022 and was completed on Wednesday January 11, 2022. The total cost for this job was \$45,000.

**Rolando Salgado,
609-969-9300**

**CITY OF SALEM
RESOLUTION 2023-93**

A RESOLUTION TO ESTABLISH A LIEN ON PROPERTY KNOWN AS 48 WALNUT STREET, BLOCK 84, LOT 7 FOR THE COST OF DEMOLITION

WHEREAS, the property owner and/or tenant of property located at 48 Walnut Street in the City of Salem failed, after notice from the State Construction Code Official, to demolish an unsafe structure; and

WHEREAS, in order to preserve the health, safety and general welfare it was necessary for the City to cause the structure to be demolished and the debris from the same to be removed; and

WHEREAS, the cost to demolish the property has been certified by the CFO/QPA who administered the contract for the same; and

WHEREAS, pursuant to N.J.S.A. 52:27D-131.1 permits the cost to be charged against the property as a lien.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that \$45,000.00 shall forthwith become a lien upon the property known as 48 Walnut Street, Block 84, Lot 7 assessed to Troy Dublin and Angel Miller Dublin and shall be added to and become and form part of the taxes next to be assessed and levied upon such dwelling or lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced by the same officers and in the same manner as taxes.

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 February 13, 2023.

Date

Ben Angeli, RMC