CITY OF SALEM
COMMON COUNCIL CAUCUS MEETING AGENDA
OCTOBER 13, 2026
5:30 PM

OPENING 5:30 PM

PLEDGE OF ALLEGIANCE

INVOCATION:

STATEMENT OF ADVERTISEMENT:
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:
Cline, Henson, Jared, Kellum, Key, Long, Wright, Gregory

APPROVAL OF BILLS:
Motion: _____ Second _____ Voice Vote _____

APPROVAL OF MINUTES:
Motion: _____ Second _____ Voice Vote _____

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: _____ Second:_____ 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.

Motion to close public portion on agenda items:
Motion: _____ Second:_____ Voice Vote _____

COMMUNICATIONS/APPLICATIONS/REPORTS:

SECOND READING OF AND HEARINGS FOR ORDINANCES:

ORD. 26-22 AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING SPACE BE CREATED AND SIGNS TO BE PLACED ON GIBBON STREET OUTSIDE BLOCK 17, LOT 15 IN THE CITY OF SALEM

The location of the parking space has been changed and will be introduced by Ordinance 26-23.

Is there a motion to TABLE Ordinance 26-22?
Motion to Table ORD. 26-22 _____Second: _____ Voice Vote: _____

INTRODUCTION OF ORDINANCES FOR FIRST READING:

This is the first reading and introduction. The public hearing for ordinance 26-23 will be on October 26, 2026 at 5:30PM

ORD. 26-23 AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING SPACE BE CREATED AND SIGNS TO BE PLACED ON HUBBELL AVENUE OUTSIDE BLOCK 17, LOT 15 IN THE CITY OF SALEM

Motion to Introduce: _____ Second _____ RCV _____

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

RES. 2026-242 RESOLUTION TO AMEND BUDGET

Motion to open the public hearing on RESOLUTION 2026-242: _____ Second: _____ Voice Vote: _____

Motion to close the public hearing on RESOLUTION 2026-242: _____ Second: _____ Voice Vote: _____

There is no vote after the hearing on the amendment. The Governing Body will now moves to vote on the Resolution to adopt the 2026 budget.

RES. 2026-243 A RESOLUTION OF ADOPTION OF THE 2026 BUDGET FOR THE CITY OF SALEM AS AMENDED

Motion: _____ Second _____ RCV _____

RESOLUTIONS 2026-244 THROUGH 2026-250 WILL BE DONE AS A CONSENT AGENDA
Any member of Council can at this time request to remove any of the resolutions from the consent agenda and they can be voted on separately.

RES. 2026-244 A RESOLUTION APPROVING REVISIONS TO THE HOUSING PRESERVATION GRANT PROGRAM MANUAL

Motion: _____ Second _____ Voice Vote _____

RES. 2026-245 AUTHORIZING MEMBERSHIP IN THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM

Motion: _____ Second _____ Voice Vote _____

RES. 2026-246 A RESOLUTION AUTHORIZING MEMBERSHIP IN THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

Motion: _____ Second _____ Voice Vote _____

RES. 2026-247 A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR THE REDEVELOPMENT OF BLOCK 94, LOTS 3, 4 & 19 IN THE CITY OF SALEM, COUNTY OF SALEM, STATE OF NEW JERSEY

Motion: _____ Second _____ Voice Vote _____

RES. 2026-248 RESOLUTION AUTHORIZING EXECUTIVE SESSION
(8) *Matters relating to the employment relationship*

Motion: _____ Second _____ Voice Vote _____

RES. 2026-249 A RESOLUTION TO ENTER INTO A CONTRACT FOR AN EMPLOYEE ASSISTANCE PROGRAM WITH COOPER UNIVERSITY HEALTH CARE

Motion: _____ Second _____ Voice Vote _____

RES. 2026-250 RESOLUTION ACCEPTING THE PROPOSAL FROM BROWNFIELD REDEVELOPMENT SOLUTIONS, INC (BRS), GRANT CONSULTANTS, FOR GRANT WRITING SERVICES FOR A FEMA ASSISTANCE FOR FIREFIGHTER GRANT (AFG) PROGRAM

Motion: _____ Second _____ Voice Vote _____

RESOLUTIONS 2026-244 THROUGH 2026-250
MOTION _____ SECOND _____ ROLL CALL VOTE _____

COMMITTEE REPORTS:

ADMINISTRATION (Gregory, Gage, Cline, Kellum, Long)

PUBLIC SAFETY (Long, Key, Cline)

PUBLIC WORKS (Jared, Gage, Cline)

ORDINANCE (Henon, Gregory, Kellum)

NEIGHBORHOOD INITIATIVES/PARKS AND RECS (Key, Long, Henson)

COMMERCE (Cline, Gregory, Long, Jared)

HOUSING (Cline, Henson, Long, Key)

MAYORAL COMMENTS:

ADMINISTRATOR REPORT:

COMMERCE DIRECTOR REPORT:

OLD BUSINESS:

NEW BUSINESS:

PUBLIC PORTION:
Motion to open the public portion of the meeting.
Motion: _____ Second: _____ 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.

Motion to close the public portion of the meeting.
Motion: _____ Second: _____ Voice Vote _____

EXECUTIVE SESSION:
Motion to go into Executive Session
Motion:_____ Second:_____ Voice Vote _____

Motion to close Executive Session
Motion: _____ Second:_____ Voice Vote _____

ADJOURNMENT:

Motion to adjourn the meeting.

Motion: _____ Second: _____ Voice Vote _____

NEXT COUNCIL MEETING: October 26, 2026 AT 5:30 PM

CITY OF SALEM
ORDINANCE 26-22

AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING SPACE BE CREATED AND SIGNS TO BE PLACED ON GIBBON STREET OUTSIDE BLOCK 17, LOT 15 IN THE CITY OF SALEM

BE IT ORDAINDED 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 Gibbon Street outside Block 17, Lot 15, a city owned park.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Timothy Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 October 5, 2026. Public Hearing shall take place on October 13, 2026.

Date

Ben Angeli, RMC

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

Date

Dr. Jody Veler, Mayor

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 adopted by the Common Council of the City of Salem after a second reading and public hearing on October 13, 2026.

_____ _____

Date Ben Angeli, RMC

CITY OF SALEM
ORDINANCE 26-23

AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING SPACE BE CREATED AND SIGNS TO BE PLACED ON HUBBELL AVENUE OUTSIDE BLOCK 17, LOT 15 IN THE CITY OF SALEM

BE IT ORDAINDED 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 Gibbon Street outside Block 17, Lot 15, a city owned park.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Timothy Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 October 13, 2026. Public Hearing shall take place on October 26, 2026.

Date

Ben Angeli, RMC

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

Date

Dr. Jody Veler, Mayor

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 adopted by the Common Council of the City of Salem after a second reading and public hearing on October 26, 2026.

_____ _____

Date Ben Angeli, RMC

CITY OF SALEM
COUNTY OF SALEM
RESOLUTION NO. 2026-242

RESOLUTION TO AMEND BUDGET

WHEREAS, the local municipal budget for the year 2026 was approved on the 13th day of April 2026, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem, County of Salem, that the following amendments to the approved budget of 2026 be made:

Recorded Vote

Aye
Cline
Henson
Jared
Kellum
Key
Long
Wright
Gregory
Nay

Abstained

Absent

CURRENT FUND

	From	To
GENERAL REVENUES		
1. Surplus Anticipated	2,356,050.00	2,103,000.00
Total Surplus Anticipated	2,356,050.00	2,103,000.00
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations		
Transitional Aid	1,605,650.00	3,700,000.00
Total Section B: State Aid Without Offsetting Appropriations	3,018,235.00	5,112,585.00
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations:		
Clean Communities	-	13,926.74
Recycling Tonnage	-	4,178.34
New Jersey Transportation Trust Fund Awards	-	194,846.00
NJ EDA Food Security Planning Grant	-	2,700.00
Stormwater Assistance	-	50,000.00
NJHOMES	-	50,000.00
Plan4HealthNJ	-	50,000.00
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues	-	365,651.08
Summary of Revenues		
1. Surplus Anticipated (Sheet4, #1)	2,356,050.00	2,103,000.00
3. Miscellaneous Revenues		
Total Section B: State Aid Without Offsetting Appropriations	3,018,235.00	5,112,585.00
Total Section F: Special items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues	-	365,651.08
Total Miscellaneous Revenues	4,655,687.00	7,115,688.08
5. Subtotal General Revenues (Items 1,2,3 and 4)	7,786,737.00	9,993,688.08
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	7,485,746.71	5,050,669.41
Total Amount to be Raised by Taxes for Support of Municipal Budget	7,563,772.34	5,128,695.04
7. Total General Revenues	15,350,509.34	15,122,383.12

8. GENERAL APPROPRIATIONS	From	To
(A) Operations - within "CAPS"		
Grant Coordinator/Administrator		
Other Expenses	20,000.00	10,000.00
Historic Preservation	3,500.00	2,100.00
Legal Services (Legal Dept.)		
Liquidation Tax Title Liens	50,000.00	-
Engineering Services	78,074.00	45,000.00
Insurance		
Liability Insurance	449,765.00	430,626.00
Workers Compensation Insurance	233,749.00	223,802.00
Employee Group Insurance	2,222,064.00	1,502,689.00
Police Department		
Salaries and Wages	2,372,000.00	2,295,831.00
Aid to Volunteer Ambulance Companies	353,932.68	87,560.68
Landfill/Solid Waste Disposal Cost		
Other Expenses	276,275.00	208,050.00
Total Operations {item 8(A)} within "CAPS"	9,594,178.68	8,304,477.68
Total Operations Including Contingent - within "CAPS"	9,595,178.68	8,305,477.68
Detail		
Salaries and Wages	4,099,088.00	4,022,919.00
Other Expenses (Including Contingent)	5,496,090.68	4,282,558.68
(E) Deferred Charges and Statutory Expenditures - Municipal within "CAPS"		
Police and Firemen's Retirement System of NJ	609,028.00	555,761.00
Total Deferred Charges and Statutory Expenditures - Municipal within "CAPS"	1,170,421.00	1,117,154.00
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	10,765,599.68	9,422,631.68
(A) Operations - Excluded from "CAPS"		
1977 CAP Waiver - Local Finance Board		
Aid to Volunteer Ambulance Companies	-	266,372.00
Water	-	36,000.00
Police and Firemen's Retirement System of NJ	-	53,267.00
Legal Services - Liquidation Tax Title Liens	-	50,000.00
Landfill/Solid Waste Disposal Cost Other Expenses	-	68,225.00
Police Department Salaries and Wages	-	76,169.00
Liability Insurance	-	19,139.00
Workers Compensation Insurance	-	9,947.00
Employee Group Insurance	-	719,375.00
Total Other Operations - Excluded from "CAPS"	767,961.63	2,066,455.63
Shared Service Agreements		
Police Dispatch - County of Salem	143,635.24	131,841.00
Financial Administration Treasury	66,300.00	67,500.00
Total Interlocal Municipal Service Agreements	209,935.24	199,341.00
Public and Private Programs Offset by Revenues		
Clean Communities	-	13,926.74
Recycling Tonnage	-	4,178.34
New Jersey Transportation Trust Fund Awards	-	194,846.00
NJ EDA Food Security Planning Grant	-	2,700.00
Stormwater Assistance	-	50,000.00

NJHOMES	-	50,000.00
Plan4HealthNJ	-	50,000.00

	From	To
Total Public and Private Programs Offset by Revenues	2,000.00	367,651.08
Total Operations - Excluded from "CAPS"	1,069,896.87	2,723,447.71
Detail		
Salaries & Wages	-	76,169.00
Other Expenses	1,069,896.87	2,647,278.71
(C) Capital Improvements - Excluded from "CAPS"		
Various Streets Improvements	-	33,074.00
Total Capital Improvements-Excluded from "CAPS"	250,000.00	283,074.00
(D) Municipal Debt Service - Excluded from "CAPS"		
Debt Service Guarantee	275,000.00	240,000.00
Demolition Loan	33,000.00	32,594.95
Total Municipal Debt Service-Excluded from "CAPS"	337,600.00	302,194.95
(N) Transferred to Board of Education for Use of Local Schools	15,667.00	15,006.00
(H-2) Total General Appropriations for Municipal		
Purposes Excluded from "CAPS"	1,757,163.87	3,407,722.66
(O) Total General Appropriations - Excluded from "CAPS"	1,757,163.87	3,407,722.66
(L) Subtotal General Appropriations {items (H-1) and (O)}	12,522,763.55	12,830,354.34
(M) Reserve for Uncollected Taxes	2,827,745.79	2,292,028.78
9. Total General Appropriations	15,350,509.34	15,122,383.12

8. GENERAL APPROPRIATIONS

Summary of Appropriations		
(H-1) Total General Appropriations for		
Municipal Purposes within "CAPS"	10,765,599.68	9,422,631.68
(A) Operations-Excluded from "CAPS"		
Other Operations	767,961.63	2,066,455.63
Shared Service Agreements	209,935.24	199,341.00
Public & Private Progs Offset by Revs.	2,000.00	367,651.08
Total Operations - Excluded from "CAPS"	1,069,896.87	2,723,447.71
(C) Capital Improvements	250,000.00	283,074.00
(D) Municipal Debt Service	337,600.00	302,194.95
(E) Total Deferred Charges	-	-
(N) Transferred to Board of Education	15,667.00	15,006.00
(M) Reserve for Uncollected Taxes	2,827,745.79	2,292,028.78
Total General Appropriations	15,350,509.34	15,122,383.12

BE IT FURTHER RESOLVED, that a certified copy of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, be published on the City's Website on October 8th, 2026, and that said publication shall contain notice of public hearing on said amendment to be held at the Old County Courthouse, 113 Market Street on October 13th, 2026 at 5:30 pm.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the City Council on the 5th day of October, 2026.

Certified by:

Ben Angeli
City Clerk

Timothy Gregory
Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline			X			
K. Henson			X			
V. Jared			X			
S. Kellum		X	X			
J. Key			X			
J. Long	X		X			
D. Wright			X			
T. Gregory			X			

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution introduced and adopted by the Common Council of the City of Salem on October 5, 2026. Public Hearing shall take place on October 13, 2026.

_____ _____

Date Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-243

A RESOLUTION OF ADOPTION OF THE 2026 BUDGET FOR THE CITY OF SALEM AS AMENDED

WHEREAS, the local municipal budget for the City of Salem for 2026 was introduced on April 13, 2026 by Resolution 2026-116; and

WHEREAS, after notice, a public hearing was held thereon; and

WHEREAS, after said public hearing, Resolution 2026-141 was tabled; and

WHEREAS, a Resolution was adopted on October 5, 2026 (Resolution 2026-242) to approve amendments to the budget; and

WHEREAS, following publication of notice of the amendments as required by law, a public hearing was held thereon on October 13, 2026.

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 that the attached is hereby adopted as the City's 2026 Budget; and the same shall be transmitted to the Local Finance Board and made available to the public as required by law.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 13, 2026

Date

Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-244

APPROVING REVISIONS TO THE HOUSING PRESERVATION GRANT PROGRAM MANUAL

WHEREAS, the City of Salem administers a Housing Preservation Grant ("HPG") program funded by USDA Rural Development; and

WHEREAS, the City desires to revise its HPG Program Manual to update contractor selection procedures and clarify environmental review and historic preservation requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salem that:

1. The revised HPG Program Manual attached to this resolution is approved, subject to any required USDA Rural Development approval.
2. The Department of Housing and Economic Development is authorized to administer the program in accordance with the revised Manual and applicable grant requirements.
3. This resolution takes effect immediately.

ATTEST:

_____
Ben Angeli, RMC

CITY OF SALEM

_____
Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 13, 2026.

_____
Date

_____
Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-245

AUTHORIZING MEMBERSHIP IN THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM

WHEREAS, N.J.S.A. 40A:11-11 and N.J.A.C. 5:34-7 authorize participation in cooperative purchasing systems; and

WHEREAS, the Educational Services Commission of New Jersey ("ESCNJ") administers State-approved Cooperative Pricing System No. 65MCESCCPS; and

WHEREAS, the City of Salem desires to join this system to access competitively procured contracts, including eligible Indefinite Delivery/Indefinite Quantity ("IDIQ") and Job Order Contracting ("JOC") construction services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salem that:

1. The City is authorized to join the ESCNJ Cooperative Pricing System, subject to required approval by the New Jersey Division of Local Government Services.
2. The Mayor and City Clerk are authorized to execute and attest the membership agreement, subject to review by the City Solicitor, and the City Clerk shall submit the agreement and a certified copy of this resolution to ESCNJ.
3. All purchases shall comply with the Local Public Contracts Law, applicable cooperative purchasing regulations, and applicable public works requirements. Before any IDIQ/JOC purchase, the Purchasing Agent, in consultation with the City Solicitor, shall verify the contract's validity, term, scope, and lawful availability to the City.
4. This resolution authorizes membership only and does not award a construction contract or authorize an expenditure. Each purchase remains subject to certification of available funds and any required Council, State, or funding-agency approval.
5. This resolution shall take effect immediately.

ATTEST:

_____
Ben Angeli, RMC

CITY OF SALEM

_____
Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 13, 2026

_____
Date

_____
Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-246

A RESOLUTION AUTHORIZING MEMBERSHIP IN THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

WHEREAS, Salem City desires to become a member of the North Jersey Wastewater Cooperative Pricing System, NJWCPS, effective October 14, 2026 and, that such membership shall be for the period ending November 23, 2029, and each renewal, thereafter of the system, unless Salem City elects to formally withdraw from the system;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of Salem City in the County of Salem and State of New Jersey that the Mayor and the City Business Administrator are hereby authorized to execute the attached agreement for such membership.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 13, 2026

Date

Ben Angeli, RMC

AGREEMENT
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

PARTICIPANTS:
This agreement made and entered into this day of 2026, by and between the Passaic Valley Sewerage Commission (hereinafter referred to as "PVSC") and the

a governmental corporation of the State of New Jersey or Public Agency

located at

(hereinafter referred to as the "Participating Contracting Unit").

WITNESSETH:

LEGAL AUTHORITY:

WHEREAS, N.J.S. 40A:11-11 (5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing System and Agreement for the purchase of work, materials and supplies; and

WORK TO BE PERFORMED:

WHEREAS, the Passaic Valley Sewerage Commission will conduct a Cooperative Pricing System with Participating Contracting Units, utilizing administrative purchasing services and facilities of the PVSC; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of goods and supplies; and

WHEREAS, the PVSC wishes to operate the **North Jersey Wastewater Cooperative Pricing System** (hereinafter referred to as the NJWCPS) with the Bergen County Utilities Authority (BCUA), the Joint Meeting of Essex and Union Counties (JMEUC), the Pequannock, Lincoln Park, and Fairfield Sewerage Authority- Two Bridges (TBSA), the Northwest Bergen County Utilities Authority, the Rahway Valley Sewerage Authority, the Town of Morristown, the Township of Wayne, the City of Asbury Park, the Linden Roselle Sewerage Authority, the Sussex County Municipal Utilities Authority, the Township of Mine Hill, the Musconetcong Sewerage Authority, the Borough of Fair Lawn, the Township of Morris, the Village of Ridgewood, the Rockaway Valley Sewerage Authority, the Atlantic County Utilities Authority, the Township of Wall, the Township of Readington, the Borough of South Plainfield, the Borough of Lodi, the Borough of Madison, the Secaucus Municipal Utilities Authority, the Two Rivers Water Reclamation Authority, the Borough of Point Pleasant, the Township of Branchburg, the Township of Parsippany-Troy Hills, the Township of Springfield, the Township of Neptune, the Township of Verona, the Borough of Lindenwold, the North Bergen Utilities Authority, the Bayshore Regional Sewerage Authority, the Lacey Municipal Utilities Authority, the Cape May County Municipal Utilities Authority, the Bernards Township Sewerage Authority, the South Monmouth Regional Sewerage Authority, the East Windsor Utilities Authority, the Borough of Stone Harbor, the Borough of Bloomingdale, the Township of Livingston, the Township of Roxbury, the Township of Freehold, the Southeast Morris County Utilities Authority, the Township of Montville, the Manasquan River Regional Sewerage Authority, the Cumberland Co. Utilities Authority, the Borough of Old Tappan, the Readington Lebanon Sewerage Authority, the Borough of Glen Rock, the Warren Township Sewerage Authority, the Borough of Highlands, the Township of Denville, the Logan Township Municipal Utilities Authority, City of South Amboy, Township of Nutley, Lambertville Municipal Utilities Authority, Camden County Municipal Utilities Authority, Western Monmouth Utilities Authority, Borough of Spotswood, Kearny Municipal Utilities Authority, Borough of Totowa, Township of Cranford, East Orange Water Commission, Township of Aberdeen, Woodbridge Township, Hackettstown Municipal Utilities Authority, Township of Bridgewater, Township of Rockaway, Borough of Wildwood Crest, Borough of Tinton Falls, Township of

Piscataway, Borough of Elmwood Park, County of Passaic, Township of Randolph, Township of Middletown, Township of Edison, Township of Hillside, Township of Neptune Sewerage Authority, Borough of Milltown, Egg Harbor Twp. Municipal Utilities Authority, Landis Sewerage Authority, Cinnaminson Sewerage Authority, Township of South Orange Village, Stony Brook Regional Sewerage Authority, Borough of Alpha, Pennsauken Sewerage Authority, Raritan Township Municipal Utilities Authority, Borough of Peapack and Gladstone, Township of Bedminster, Borough of Franklin, Dover Township, Franklin Township Sewerage Authority, Franklin Township Sewerage Authority, Borough of Sea Bright, Township of Hamilton, Borough of Bernardsville, Wanaque Valley Regional Sewerage Authority, Borough of Pennington, Lakewood Township Sewerage Authority, Byram Township, Township of Pemberton, Borough of Avon by the Sea, Township of Florence, Hanover Park Regional High School District, City of Somers Point, Township of Cedar Grove, Borough of New Providence, Township of Tewksbury, Clinton Township Sewerage Authority, City of Summit, Old Bridge Municipal Utilities Authority, Willingboro Municipal Utilities Authority, City of Wildwood, Borough of Newfield, Borough of Rockaway, Montville Township Board of Education, Borough of Wenonah, Rockaway Township Board of Education, Brick Township Municipal Utilities Authority, Township of Montclair, Township of Clark, Borough of Hightstown, Borough of Manasquan, Township of West Orange, North Plainfield Board of Education, County of Hudson, the Borough of Caldwell, Municipality of Princeton, Township of Monroe, Bordentown Sewerage Authority, City of Plainfield, Borough of Red Bank, Township of Allamuchy, City of Trenton, Borough of Rumson, the North Arlington-Lyndhurst Joint Meeting, the County of Essex, the Evesham Municipal Utilities Authority, the Borough of Hopatcong, the Atlantic City Municipal Utilities Authority, the Pine Hill Borough Municipal Utilities Authority, the Township of Holmdel, the Township of Berkeley Heights, the Borough of Woodcliff Lake, and the Cumberland County Improvement Authority, the Borough of Deal, the Borough of High Bridge, the Carlstadt Sewerage Authority, Pequannock Township, the Township of Belleville, Mount Holly Municipal Utilities Authority, the Borough of Freehold, the City of Newark, the Township of Mantua, the Warren County Municipal Utility Authority, the City of Brigantine, Essex County College, the Mount Laurel Township Municipal Utilities Authority, the Borough of Belmar, the Gloucester County Utilities Authority, the Township of West Caldwell the Borough of Berlin, the Township of Riverside, Township of Riverside Sewerage Authority, the Township of Hillsborough Municipal Utilities Authority, Borough of Fieldsboro, Tenafly Board of Education, the Borough of Paramus, the City of Cape May, the Township of Marlboro, the Township of Boonton, the Long Branch Sewerage Authority, the Township of Winslow, Borough of Stockton, Plumsted Municipal Utilities Authority, Lower Township Municipal Utilities Authority, North Jersey District Water Supply Commission, Passaic Valley Water Commission, River Dell Regional School District, Township of West Milford, Livingston Township School District, Township of Hopewell (Mercer), Borough of Pitman, Toms River Regional School District, Township of Lyndhurst, Township of Hopewell (Cumberland), Town of Dover, Borough of Lakehurst, Borough of Buena Municipal Utilities Authority, Township of Saddle Brook, Township of Warren, City of Rahway, Township of Sparta, Township of Middletown Sewerage Authority, County of Middlesex, Norwood Public School System, Township of Middle, City of Ventnor, Township of Cranbury, Borough of South River, City of Bridgeton ,Township of Greenwich, Borough of Frenchtown, Borough of Waldwick, Hanover Sewerage Authority, Franklin Township Board of Education, Township of Voorhees, Manchester Utilities Authority, Pompton Lakes Borough Municipal Utilities, Wayne Township Public Schools, Borough of Oradell, Pemberton Township Schools, the Eatontown Sewerage Authority, Township of Medford, Borough of Beachwood, Borough of Carteret, Monmouth County Bayshore Outfall Authority, Township of Jefferson, Borough of Paulsboro, the Borough of Chatham, the Township of Moorestown, the Borough of Woodland Park, the Township of West Deptford, the Township of Ocean, the Mullica Township School District, the Borough of Bradley Beach, Borough of Atlantic Highlands, the Housing Authority of the City of Hoboken, the Ewing Lawrence Sewerage Authority, the Hillsborough Township Board of Education, the County of Gloucester Improvement Authority, Hawthorne Public Schools, the Borough of Moonachie, the Borough of Essex Fells, the Township of Greenwich, the Township of Mahwah, the Middlesex County Magnet School District,

the Borough of Hawthorne, the Borough of Collingswood, the Berkeley Township Municipal Utilities Authority, the Township of Barnegat, Borough of Morris Plains, the Township of Barnegat, the Moorestown Board of Education, Long Beach Township, the Morris Count Municipal Utilities Authority, the Borough of Lincoln Park, the Mine Hill Board of Education, the City of Burlington, the Township of West Windsor, the Fort Lee Board of Education, the Northern Highlands Regional School District, Ramapo Indian Hills Regional School District, and the Carlstadt Public School District, Lenape Regional High School District, City of Millville, Township of Deptford Municipal Utilities Authority, the Borough of Hamburg, and the Borough of Franklin Lakes, the Delaware County Regional Water Quality Authority, Township of Galloway, Jersey City Board of Education and City of Elizabeth as well as other approved and appropriate Public Agencies within New Jersey; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or supplies to be priced cooperatively may include Spare Parts, Instrumentation Equipment, Maintenance Chemicals, Motor Repair/Replacement, Mechanical Seals, Safety Equipment, Electrical Equipment, Laboratory Supplies, Bulk Chemicals and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis, providing the PVSC consents to these other items.

The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
ADMINISTRATION AND OPERATION OF SYSTEM:

2. The PVSC, on behalf of all participating contracting units, at the beginning of participating in the NJWCPS, and during each January thereafter, shall publish a legal advertisement in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:

(1) The name of the participating contracting units, and
(2) The name of the Cooperative Pricing System soliciting competitive bids or informal quotations, and
(3) The address and telephone number of the NJWCPS, and
(4) The State Identification Code for the Cooperative Pricing System, and
(5) The expiration date of the Cooperative Pricing Agreement.

3. The specifications shall be prepared and approved by the NJWPCS and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

4. The NJWPCS may provide the Participating Units with the copies of the specifications at least thirty (30) days prior to seeking bids and will notify the Participating Contracting Units, in writing, of the item(s) on which it will seek bids. Fifteen (15) days prior to advertising, each of the participating contracting units shall designate, in writing, to the NJWCPS, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

The NJWPCS will call a meeting of all Participating Contracting Units each December in order to provide the participants with an opportunity to discuss the goods or services to be priced cooperatively and the terms of the specifications for the next calendar year.

5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be presented on behalf of all of the Participating Contracting Units desiring to purchase any item by the NJWPCS in the Cooperative Pricing System.

6. In seeking bids the NJWCPS will include in the specifications two categories upon which bids are sought: (a) the NJWCPS's requirements, stated in definite quantities; and (b) the Participating Contracting Units, stated as an estimated total quantity of the needs of all the other Participating Contracting Units, which total shall not be exceeded in the aggregate by more than 20 percent of the total cost awarded for that Category. The specification for this category shall list the other Participating Contracting Units, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved. The bids will contain: (1) a provision stating that contracts shall be in compliance with N.J.A.C. 5:30-5.5 (B), open-end contract rules; and (2) language requiring the bid price(s) to be stated so that it is uniform with respect to both categories (the NJWCPS and other Participating Contracting Units).

The provision with respect to the other contracting units category will allow the bidder to indicate if it is willing to provide the item(s) bid upon to other participating contracting units in the system; or if it is not willing to extend prices to other participating units in the systems.

7. The NJWCPS shall advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the NJWCPS shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the NJWCPS entering into a master contract with the successful bidder(s)

8. The NJWCPS shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to the successful bidder(s)against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s); and be responsible for any tax liability. No Participating Contracting Unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Units and shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability. The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the NJWCPS so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.
The NJWCPS shall supply the Participating Contracting Units with copies of the specifications, name of successful bidder, prices awarded and the contract identification number. Each Participating Contracting Unit may then order directly from that vendor by purchase order if under the appropriate statutory bid limit or by contract of the governing body or agency if over the appropriate statutory bid limit. The identification number shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.

9. If the lowest responsible bidder declines to extend prices to the Participating Contracting Units all bids shall be rejected and no further bids will be sought by the NJWCPS on behalf of the Participating Contracting Units.

10 . A bidder shall not be required or permitted to extend his bid prices to Participating Contracting Units unless he has voluntarily agreed to do so as part of his bid.

11. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the NJWCPS is advertising for and receiving bids for the same goods or services, except in the case of emergency or hardship.

12. No purchase order or contract shall be issued by any Participating Contracting Unit for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.

13. The NJWCPS reserves the right to exclude any goods or services from within said system if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

ADMINISTRATIVE COSTS:
14. The PVSC shall bear all costs associated with administering the Cooperative Pricing system and bidding process including cost of advertising and administration and the Participating Contracting Units shall not be obligated for any part of such expenses.

DURATION AND TERMINATION:
15. This Agreement shall become effective the date executed, subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date or the term of the current approval unless any party to this Agreement shall give written notice of its intention to terminate its participation at least 30 days prior to the succeeding four (4) years. The NJWCPS may choose to terminate registration of the system no later than 30 days prior to the expiration date of the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-17.6, as may be amended.

16. This Agreement and the Cooperative Pricing System will not terminate nor be invalidated by the PVSC or the withdrawal or addition of any Participating Contracting Unit. However, this Agreement and the Cooperative Pricing System shall be terminable and invalidated at the instance of the NJWCPS upon written notice to the Participating Contracting Unit and without recourse against the NJWCPS for any reason or if continuance of the within system becomes unlawful for any reason.

DOCUMENTATION:
17. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the NJWCPS for purposes identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together

constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

PASSAIC VALLEY SEWERAGE COMMISSION

BY: _____
GREGORY A. TRAMONTOZZI
EXECUTIVE DIRECTOR, PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL) ATTEST BY:_____
PASSAIC VALLEY SEWERAGE COMMISSION
THOMAS A. FUSCALDO, CLERK

ATTEST: NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

By:_____

Passaic Valley Sewerage Commission

Date:_____

MEMBER SIGNATURE PAGE

BY:_____

(Member's Chief Administrative Officer's Signature or other Official duly authorized to sign cooperative purchasing agreements)

PRINTED NAME

_____

TITLE_____

(SEAL) ATTEST BY:_____

PRINTED NAME AND TITLE:

_____

CITY OF SALEM
RESOLUTION 2026-247

A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR THE REDEVELOPMENT OF BLOCK 94, LOTS 3, 4 & 19 IN THE CITY OF SALEM, COUNTY OF SALEM, STATE OF NEW JERSEY

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented ("Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, by Resolution 13-152, the Mayor and the Common Council of the City of Salem (the "Council") designated the entirety of the City of Salem (the "City") as an area in need of rehabilitation pursuant to the Redevelopment Law ("Rehabilitation Area") including the properties known as Block 94, Lots 3, 4 & 19 (the "Property"); and

WHEREAS, the Redevelopment Law, specifically N.J.S.A. 40A:12A-8(f), authorizes the City to arrange or contract with a redeveloper for the planning, construction, or undertaking of any project or redevelopment work in an area designated as an area in need of rehabilitation or redevelopment; and

WHEREAS, the City and Conditional Redeveloper have engaged in such preliminary negotiations and the Council has determined that it is in the best interests of the City to enter into additional negotiations with Conditional Redeveloper and therefore to enter into this MOU with Conditional Redeveloper for the redevelopment of the Property, within the Rehabilitation Area which includes the proposed development of an approximately 422 residential units (the "Project Improvements"), provided that the exact number, type, and configuration of the residential units comprising the Project Improvements remain subject to modification as the Project proceeds through the final design, financing, and the redevelopment and land use approval process.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. KINGSTON ENTERPRISES INC is hereby designated as "Conditional Redeveloper" for the Project and the Mayor and City Clerk are hereby authorized to execute a Memorandum of Understanding between the City and Conditional Redeveloper evidencing the parties' agreement to conduct exclusive negotiations toward the formulation of a Redevelopment Agreement for the redevelopment of the Property.

3. This Resolution shall take effect immediately.

ATTEST:

_____

Ben Angeli, RMC

CITY OF SALEM

_____

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 13, 2026

_____ _____

Date Ben Angeli, RMC

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of October _____, 2026, by and between Kingston Enterprises Inc, a New Jersey Corporation having an address at 310 Nugentown Road, Little Egg Harbor, New Jersey 08087, and/or its assignee, as provided herein, (the "Conditional Redeveloper"), and the **CITY OF SALEM**, a Municipal Corporation in the County of Salem, State of New Jersey, having offices at 125 West Broadway, Salem, NJ 08079 (the "City") (collectively referred to as the "Parties").

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented ("Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, by Resolution 13-152, the Mayor and the Common Council of the City of Salem (the "Council") designated the entirety of the City of Salem (the "City") as an area in need of rehabilitation pursuant to the Redevelopment Law ("Rehabilitation Area") including the properties known as Block 94, Lots 3, 4 & 19 (the "Property"); and

WHEREAS, the Redevelopment Law, specifically N.J.S.A. 40A:12A-8(f), authorizes the City to arrange or contract with a redeveloper for the planning, construction, or undertaking of any project or redevelopment work in an area designated as an area in need of rehabilitation or redevelopment; and

WHEREAS, the City and Conditional Redeveloper have engaged in such preliminary negotiations and the Council has determined that it is in the best interests of the City to enter into additional negotiations with Conditional Redeveloper and therefore to enter into this MOU with Conditional Redeveloper for the redevelopment of the Property, within the Rehabilitation Area

which includes the proposed development of an approximately 326 single family units and 96 condominium units for a total of 422 residential units (the "Project Improvements"), provided that the exact number, type, and configuration of the residential units comprising the Project Improvements remain subject to modification as the Project proceeds through the final design, financing, and the redevelopment and land use approval process.

NOW, THEREFORE, in consideration of the Parties' promises and mutual representations, covenants, and agreements set forth herein, the Parties, each binding itself, its successors and assigns, do hereby mutually promise, covenant, and agree as follows:

1. **Designation as Conditional Redeveloper.** The City has, pursuant to Resolution 26- , designated Kingston Enterprises Inc as Conditional Redeveloper for the Project on the Property and, pursuant to this MOU, hereby agrees to negotiate in good faith solely with Conditional Redeveloper for a period of one hundred and eighty (180) days from the date of this MOU for the redevelopment of the Property, which period can be extended by the Parties' mutual written agreement.

2. **Redevelopment Agreement.** The Parties hereby agree to immediately commence good faith negotiations of the intended terms and conditions of the Redevelopment Agreement and other documents, which shall include, but not be limited to, provisions for the following: a project schedule; financial guarantee(s); compliance with the Redevelopment Plan, as may be amended and/or supplemented; exemptions and/or abatements; local planning approval; and project oversight. Notwithstanding anything contained in this MOU to the contrary, Conditional Redeveloper may, for any reason or no reason, terminate negotiations under this MOU at any time by delivering written notice thereof to the City, whereupon the Interim Period (as defined below)

and the City's obligation to negotiate exclusively with Conditional Redeveloper shall automatically terminate.

3. **The "Interim Period."** The Conditional Redeveloper shall pay the City all Interim Costs (as defined below) incurred by the City during the time period commencing when the Conditional Redeveloper submitted its proposal to the City for consideration to the time the City and Conditional Redeveloper enter into a Redevelopment Agreement or the time the City or the Conditional Redeveloper determined that a Redevelopment Agreement cannot be executed for any reason (hereinafter referred to as the "Interim Period"). Conditional Redeveloper shall pay all Interim Costs even if a Redevelopment Agreement cannot be executed for any reason.

4. **Payment of "Interim Costs."**

A. "Interim Costs" shall include all reasonable fees and costs of any professional consultant, contractor, legal counsel, or vendor retained by the City during the Interim Period in relation to redevelopment of the Property.

B. Interim Fund. Conditional Redeveloper shall establish a separate escrow account with the City by depositing the amount of Fifteen Thousand Dollars ($15,000.00) ("Interim Fund") to be drawn down by the City to pay Interim Costs, as preapproved by Conditional Redeveloper. If the Interim Fund is drawn down to Three Thousand Dollars ($3,000.00), the City shall notify the Conditional Redeveloper in writing and Conditional Redeveloper shall replenish the Interim Fund as required herein within fifteen (15) days. If the Interim Fund is not so replenished, the City may terminate this Agreement immediately upon delivery of a Letter of Termination from the City to Conditional Redeveloper or its legal representative. In the case of termination, the Conditional Redeveloper shall be

responsible to immediately pay all costs due up to the date of termination which have been preapproved by the Conditional Redeveloper. Except as otherwise specifically provided herein, the Interim Fund shall be administered in accordance with N.J.S.A. 40:55D-53.1 and N.J.S.A. 40:55D-53.2.

C. Statement and Invoices. The City shall provide Conditional Redeveloper with monthly invoices during the Interim Period; setting forth the Interim Costs incurred by the City which the City determines are to be paid from the Interim Fund. Conditional Redeveloper shall have ten (10) days to review and approve or disapprove of the payment of submitted invoices. If Conditional Redeveloper does not respond to the City within ten (10) days of receipt of the invoices, the City shall provide Conditional Redeveloper with a statement of expenses paid from the Interim Fund when demanding that the Interim Fund be replenished. The City shall provide a final invoice within thirty (30) days of the date a Redevelopment Agreement is executed, or the date the City determines that such an agreement cannot be executed.

D. Disposition of Interim Fund Balance. Subject to Conditional Redeveloper's obligation to pay the Interim Costs as prescribed in this MOU, any balance in the Interim Fund at the time of Conditional Redeveloper's written notice of termination under paragraph 2, above, or upon execution of the Redevelopment Agreement, shall be refunded to the Conditional Redeveloper at the end of the Interim Period.

5. **Amendments.** Any and all amendments to this MOU shall be in writing and shall require the mutual agreement of both Parties.

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

7. **Not Binding on Individuals.** No covenant, condition, or agreement contained in this MOU shall be deemed to be the covenant, condition, or agreement of any past, present or future member, manager, trustee, official, officer, agent, or employee of either Party, in his or her individual capacity, and neither the members, managers, trustees, officials, officers, agents or employees of such Party or Parties, nor any individual executing this MOU, shall be personally liable on this MOU or by reason of the execution hereof by such person, or arising out of any transaction or activity relating to this MOU.

8. **Governing Law.** The terms of this MOU shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity, and performance.

9. **Non-Binding Effect.** Except for the City's obligation to negotiate exclusively and in good faith with the Conditional Redeveloper, as well as Conditional Redeveloper's obligation to negotiate in good faith and to be responsible for all Interim Costs, this MOU does not constitute a binding commitment between the Parties hereto, as the Parties' respective rights and obligations remain to be fully defined in the Redevelopment Agreement.

10. **Counterparts.** This MOU may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

ATTEST:

THE CITY OF SALEM

_____
Ben Angeli, Municipal Clerk

By: _____
Jody M. Veler, Mayor

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

WITNESS/ATTEST:

Kingston Enterprises Inc

_____

By: _____
Name: A. Valentine Cuculino
Title: CEO/ President

CITY OF SALEM
RESOLUTION 2026-248

RESOLUTION AUTHORIZING EXECUTIVE SESSION
(8) ***Matters relating to the employment relationship***

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq requires all meetings of a public body to be held in public, but permits a public body to go into a closed session during a public meeting to discuss certain matters as follows:

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

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

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

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

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

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

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

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

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

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

NOW, THERFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council will go into closed session to discuss the following, 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:

(8) ***Matters relating to the employment relationship***

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

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

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

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 13, 2026

Date

Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-249

A RESOLUTION TO ENTER INTO A CONTRACT FOR AN EMPLOYEE ASSISTANCE PROGRAM WITH COOPER UNIVERSITY HEALTH CARE

WHEREAS, the City of Salem Governing Body and Administrative staff have determined that it is in the best interests of the City and the City employees to establish a Employee Assistance Program (EAP); and

WHEREAS, the City has determined that the EAP program offered by Cooper University Health Care provides the services desired; and

WHEREAS, the Governing Body desires to enter into a contract with Cooper University Health Care to provide an EAP program for the benefit of the City and City employees; and

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of Salem City in the County of Salem and State of New Jersey that the Mayor and the City Business Administrator are hereby authorized to execute an agreement with Cooper University Health Care in a form that is approved by the City Solicitor..

ATTEST:

_____

Ben Angeli, RMC

CITY OF SALEM

_____

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 13, 2026

_____

Date

_____

Ben Angeli, RMC

SALEM CITY
RESOLUTION 2026-250

RESOLUTION ACCEPTING THE PROPOSAL FROM BROWNFIELD REDEVELOPMENT SOLUTIONS, INC (BRS), GRANT CONSULTANTS, FOR GRANT WRITING SERVICES FOR A FEMA ASSISTANCE FOR FIREFIGHTER GRANT (AFG) PROGRAM

WHEREAS, the City of Salem wishes to apply for a FEMA Assistance for Firefighters Grant (AFG) Program; and

.

WHEREAS, Brownfield Redevelopment Solutions, INC, (BRS) was appointed and contracted by the City to provide grant consulting services; and

WHEREAS, BRS has submitted a proposal dated October 2, 2026 (Attachment "A") for $3,000.00 to prepare a Grant application for the FEMA Assistance for Firefighters Grant (AFG) Program; and

WHEREAS, the funds not to exceed $3,000.00 as proposed by BRS, Inc. (Attachment "A") are available for this expenditure from the Spending Plan from the Utility Sale Proceeds (USP) Account #S-01-55-010-004 designated as Grant Assistance; and

WHEREAS, this Resolution is to be approved pending certification of funds by the City CFO.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, in the County of Salem and the State of New Jersey that the Mayor is authorized to accept and sign the proposal submitted by BRS in the amount of $3,000.00 as set forth in their proposal dated October 2, 2026

.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Key						
J. Long						
D. Wright						
T. Gregory						

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 13, 2026.

Date

Ben Angeli, RMC

City of Salem

Grant Writing Consultant Contract

Date	October 2, 2026
Work Assignment	Work Assignment GWA 2026-3 Grant Writing: FEMA ASSISTANCE FOR FIREFIGHTERS GRANT (AFG) PROGRAM
Scope	Based on the information provided by Salem and its fire department officials, BRS will prepare the grant application following the AFG applicable guidance documents. BRS will be responsible for the preparation of the grant application including the following: • Project description; • Input of required data; • Project budget; and • Other elements needed for the application. BRS can issue the final application online on behalf of Salem.
Billing	Lump Sum
Not to Exceed	$3,000
Approval Signature	
Date	