

CITY OF SALEM
COMMON COUNCIL REGULAR MEETING MINUTES
AUGUST 15, 2022
6:30 PM

OPENING 6:30 PM

PLEDGE OF ALLEGIANCE: Council President Earl Gage

INVOCATION: Council President Earl Gage

STATEMENT OF ADVERTISEMENT:

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

OATH OF OFFICE:

Office of Member of the Common Council of the City of Salem:

Ceil Smith – Sworn in by State Senate President the Honorable Steven Sweeney

ROLL CALL:

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

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

APPROVAL OF BILLS:

Motion: Gregory and Second Kellum

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

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

Motion to open: Gregory and Second: Kellum

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

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

No comments or questions were offered.

Motion to close the public portion on agenda items: Gregory and Second: Kellum

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

COMMUNICATIONS/APPLICATIONS/REPORTS:

Approval of an entertainment license for Salem Family Success Center Back to School Family Fund Day on August 27, 2022 on New Market Street

Motion to approve: Gregory and Second: Kellum

Councilman Gregory abstained and all remaining Council Members present voted in favor in a voice vote.

Approval of application for Robert J. Bernard for membership in the NJ Fireman's Association
Motion to approve: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote.

SECOND READING OF AND HEARINGS FOR ORDINANCES:

ORD. 22-11 AN ORDINANCE OF THE CITY OF SALEM AMENDING SECTION 4 OF
ARTICLE 1 OF CHAPTER 39 OF THE MUNICIPAL CODE OF THE CITY OF
SALEM TO PROVIDE FOR ADDITIONAL POSITIONS

Motion to open the public hearing on ORD. 22-11: Gregory Second: Kellum Voice Vote: 8-0
There were no questions or comments from the public or Council members on Ord. 22-11
Motion to close the public hearing on ORD. 22-11: Gregory Second: Kellum Voice Vote: 8-0
Motion to adopt ORD 22-11: Gregory Second: Kellum RCV: 8-0

INTRODUCTION OF ORDINANCES FOR FIRST READING:

This is the first reading and introduction. The public hearing for ordinance 22-12 will be on September 12, 2022 at 6:30PM

ORD. 22-12 AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED
PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING
SIGNS TO BE PLACED AT 130 THOMPSON STREET AND 258 EAST
BROADWAY

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

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

RES. 2022-201 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 to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-202 A RESOLUTION AUTHORIZING THE CITY TAX COLLECTOR TO
HOLD A TAX LIEN SALE

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

RES. 2022-203 RESOLUTION AUTHORIZING SIGNING AGREEMENT WITH
REAL AUCTION.COM LLC FOR PROCESSING OF BID INFORMATION
RELATED TO TAX LIEN CERTIFICATE AUCTION

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

RES. 2022-204 A RESOLUTION INCREASING THE ANNUAL SALARY
OF RAYMOND HOWARD

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

RES. 2022-205 AUTHORIZING AN AMENDED SHARED SERVICES AGREEMENT
BETWEEN THE CITY OF SALEM AND THE TOWNSHIP OF CARNEYS
POINT FOR PRIMARY EMERGENCY MEDICAL SERVICE BASIC LIFE
SUPPORT (AMBULANCE) COVERAGE
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-206 RESOLUTION AUTHORIZING INSTALLMENT PAYMENT FOR UNPAID
TAXES
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-207 RESOLUTION AUTHORIZING THE PURCHASE OF A FIRE ENGINE
USING CY2021 SUPPLEMENTAL AID FUNDS
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-208 RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN PROCESS
FOR THE PURCHASE OF THE FARMERS OF SALEM BUILDINGS
Motion to Introduce: Gregory Second: Kellum Slaughter abstained and all remaining Council Members present
voted in favor in a voice vote.

RES. 2022-209 A RESOLUTION AUTHORIZING CHANGING THE OFFICIAL
SIGNERS FOR VARIOUS CITY OF SALEM BANK ACCOUNTS
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-210 A RESOLUTION AUTHORIZING OPENING A NEW BANK ACCOUNT
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-211 A RESOLUTION AUTHORIZING GRANT APPLICATION TO NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-212 CHAPTER 159 - A RESOLUTION REQUESTING APPROVAL OF ITEMS OF
REVENUE AND APPROPRIATION REGARDING UNITED STATES OF
DEPARTMENT OF AGRICULTURE FOR RURAL DEVELOPMENT
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-213 RESOLUTION DECLARING INTENT TO ENTER AGREEMENT FOR
PAYMENT IN LIEU OF TAXES (PILOT) FOR SALEM SENIOR VILLAGE
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-214 RESOLUTION AUTHORIZING THE ISSUANCE OF A DUPLICATE TAX SALE
CERTIFICATE PURSUANT TO N.J.S.A. 54:5-52.1
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-215 CHAPTER 159 - A RESOLUTION REQUESTING APPROVAL OF ITEMS OF
REVENUE AND APPROPRIATION REGARDING NEW JERSEY DEPARTMENT
OF COMMUNITY AFFAIRS
Motion to Introduce: Gregory Second: Kellum All Council Members present voted in favor in a voice vote.

RES. 2022-216 CHAPTER 159 - A RESOLUTION REQUESTING APPROVAL OF ITEMS OF
REVENUE AND APPROPRIATION REGARDING NEW JERSEY DEPARTMENT
OF COMMUNITY AFFAIRS

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

MAYORAL COMMENTS:

Mayor Veler said that it was great to get extra financial help from the State. She also welcomed the two new code enforcement official aboard.

COMMERCE DIRECTOR REPORT:

Mr. Bailey said that the two new code enforcement officials were doing great. He spoke about requiring ID's for landlord and vacant property registrations. He said there were 186 properties that were going to foreclosure. Mayor spoke about the technical assistance grant program from Detroit.

OLD BUSINESS:

Councilman Davis said that the recommendation from the Public Safety Committee was to hire a Public Safety Director. Councilman Gage said that there would be further discussion. Mr. Davis spoke about the City planning on demolishing burned out buildings.

NEW BUSINESS:

Congratulations for Councilwoman Kellum for a successful National Night Out Event. Councilwoman Slaughter said that Council had received the invite for the VFW 100 year celebration.

PUBLIC PORTION:

Motion to open: Gregory and Second: Kellum

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

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

Mr. Holden, Oak St, spoke about house on 7 Oak falling down. Asked about the trailer at 141 Thompson Street. Mr. Angeli said they had been cited many times.

Ms. Parsons, Sinnickson St. asked why pay for water if it is unsafe and asked about the pool repairs. Mr. Angeli explained that the well with the PFNA issue had been shut down. She also asked about the Clean Communities cleanup grant program. Councilwoman Slaughter said that the group had to be a non-profit and we cannot cleanup private property.

Mr. Loatman, Salem, said that the Thompson Street area that was cleaned up was filling up again. He also asked about the trailer on Thompson. The Solicitor said that we would get a court order to remove the trailer.

Mr. Graig, Salem, she expressed concern about the living conditions in the Salem Historic Homes properties. The Mayor said that the City does not inspect complexes and the City needed to put pressure on the owners.

Bill Corbin, Salem, spoke about a bee hive on private property and that the homeowner is handicapped.

Mr. Loatman asked if a flyer could go out about the cleanup projects.

Janis Crawford, Magnolia St. said that the trees on the corner of York and Magnolia make it hard to see around the corner.

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

EXECUTIVE SESSION:

Motion to go into Executive Session: Gregory and Second: Kellum
All Council Members present voted in favor in a voice vote.

Mr. Angeli stated that Executive Session would last about one hour and that no action can be taken in a closed session. He said that action can be taken after the executive Session.

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

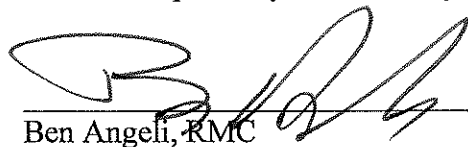
Motion to leave executive session: Gregory and Second: Kellum

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

ADJOURNMENT:

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

Minutes respectfully submitted by:


Ben Angeli, RMC

NEXT COUNCIL MEETING: SEPTEMBER 12, 2022 AT 6:30 PM

OATH OF OFFICE


HONORABLE CEIL SMITH

I, **CEIL SMITH**, do solemnly swear, that I will support the Constitution of the United States, and the Constitution of the State of New Jersey, and that I will bear true faith, and allegiance to the same, and to the Governments, established in the United States, and in this State, under the authority of the people, and that I will faithfully, impartially, and justly perform, all of the duties of, the office of **COUNCILWOMAN** of the Common Council, of the City of Salem, in the State of New Jersey, according to the best of my ability. So help me God.

Sworn and subscribed to before me:

This Day: August 15, 2022


State Senate President Steve Sweeney


Honorable Ceil Smith

**CITY OF SALEM
ORDINANCE 22-11**

**AN ORDINANCE OF THE CITY OF SALEM AMENDING SECTION 4 OF ARTICLE 1 OF
CHAPTER 39 OF THE MUNICIPAL CODE OF THE CITY OF SALEM TO PROVIDE FOR
ADDITIONAL POSITIONS**

BE IT ORDAINED by the Common Council of the City of Salem, in the County of Salem and State of New Jersey that Section 4 of Article 1, Chapter 39 of the Municipal Code, Composition of Inspections and Permits be amended in part to add (8) to Paragraph A. as follows:

Section 39-4 Composition.

- A. The Department of Inspections and Permits shall consist of the follow employees and personnel:
(8) Code Enforcement Officers or trainees, whose number shall be determined from time to time.

BE IT FURTHER ORDAINED that all other provisions of Section 4 of Chapter 39 shall remain in full force and effect.

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

BE IT FURTHER ORDAINED that this ordinance shall take effect as provided by law.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Earl Gage, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on June 20, 2022. Public Hearing shall take place on August 15, 2022.

Date

Ben Angeli, RMC

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

Date

Jody Veler, Mayor

I, Ben Angeli, Municipal Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on August 15, 2022.

Date

Ben Angeli, RMC

CITY OF SALEM
ORDINANCE NO. 22-12

**AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED
PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING
SIGNS TO BE PLACED AT 130 THOMPSON STREET AND 258 EAST
BROADWAY**

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

A Handicapped Parking Sign shall be placed at 130 THOMPSON STREET, the residence of Johnnie Dixon and at 258 EAST BROADWAY, the residence of Elizabeth Harris-Wilson

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Earl Gage, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on August 15, 2022. Public Hearing shall take place on September 12, 2022.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-201**

**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:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-202**

**A RESOLUTION AUTHORIZING THE CITY TAX COLLECTOR TO
HOLD A TAX LIEN SALE**

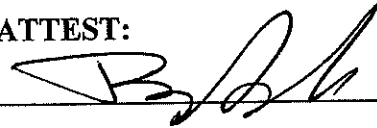
WHEREAS, there remains on the records and books of the City of Salem delinquent taxes, water and sewer utility assessments and other municipal charges outstanding as of December 31, 2021; and

WHEREAS, N.J.S.A. 54:5 et seq., provides for the enforcement and collection of such delinquencies through a Tax Lien Sale; and

WHEREAS, the Tax Collector is empowered by statute to conduct and preside over the sale of liens;

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 Tax Collector is authorized to conduct a Tax Lien Sale October 27, 2022 for 2021 delinquent taxes, utility assessments and other municipal charges.

ATTEST:



Ben Angeli, RMC

CITY OF SALEM



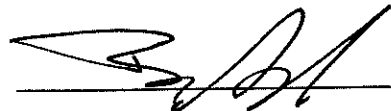
Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22

Date



Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-203**

**RESOLUTION AUTHORIZING SIGNING AGREEMENT WITH
REAL AUCTION.COM LLC FOR PROCESSING OF BID INFORMATION
RELATED TO TAX LIEN CERTIFICATE AUCTION**

WHEREAS, the City has scheduled an electronic tax lien certificate sale; and

WHEREAS, RealAuction.com LLC is licensed to do business in the State of New Jersey for Internet-based processing of bid information related to the auction of Municipality's tax lien certificates; and

WHEREAS, RealAuction.com LLC has provided an agreement to provide the necessary services (Attachment A); and

WHEREAS, the City Attorney has reviewed said contract (Attachment A); and

WHEREAS, the City chooses to contract with Real Auction.com LLC for the stated 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 the Mayor is authorized to sign the Agreement for Electronic tax Lien Certificate Sale Services (Attachment "A") submitted by RealAuction.com LLC..

ATTEST:


Ben Angeli, RMC

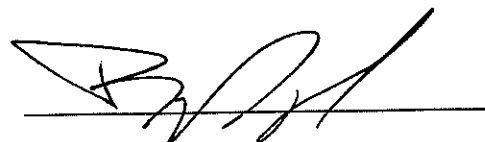
CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22
Date


Ben Angeli, RMC

**AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES**

This agreement ("Agreement") entered into as of _____, 2022 (the "Effective Date"), between the City of Salem, Salem County, a municipal subdivision of the State of New Jersey ("Municipality"), and RealAuction.com LLC ("Contractor"), a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 licensed to do business in the State of New Jersey, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates ("Tax Certificates").

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "DCA") pursuant to N.J.S.A. 54:5-19.1(c) adopted regulations N.J.A.C. 5:33-1.1 (the "New Regulations") governing electronic sales of Tax Certificates, effective as of January 2, 2018, and New Regulations have been further clarified by Local Finance Notice 2018-08, dated February 16, 2018 (the "LFN", together with the New Regulations, as either may be amended in the future, the "Electronic Sale Regulations"); and

WHEREAS, the Services (as defined below) to be performed for Municipality under this Agreement shall be performed by Contractor, with ROK Industries, Inc. d/b/a NJtaxlieninvestor.com ("ROK") serving as its administrative agent for purposes of invoicing, collecting payment and other ancillary services in furtherance of such Services, all in accordance with the Electronic Sales Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the "Services") for Tax Certificates for the Municipality. If the Services under this Agreement have been awarded to the Contractor pursuant to a Request for Proposal ("RFP") or Request for Quotation ("RFQ") issued by the Municipality, the parties agree that the terms and conditions of the RFP or RFQ (as applicable) and Contractor's RFP or RFQ response (as applicable) accepted by Municipality (collectively, the "Final RFP/RFQ"), are hereby incorporated as if fully set forth herein and are expressly included in the defined term "Services." The Electronic Sales Regulations are also hereby incorporated by reference as if fully set forth herein, and all Services shall be provided in accordance with the Electronic Sales Regulations. In the event of a conflict among the New Regulations, LFN, the Final RFP/RFQ or this Agreement, the terms and conditions of the New Regulations shall prevail, followed by the LFN, the Final RFP/RFQ and then this Agreement. For avoidance of doubt, Contractor shall not be required to comply with any terms and conditions in the Final RFP/RFQ that is expressly prohibited by the Electronic Sales Regulations.

B. The Contractor shall provide a host server (the "Server") for the Web Site. As used herein, the term "Web Site" shall mean an Internet web site that Contractor will make available to Municipality under this

Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators ("Auction Administrator(s)") and technical support necessary to facilitate the Municipality's conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality's request, consult concerning optimal terms and business rules or amending same to achieve Municipality's goals. Contractor shall set-up the Web Site to reflect Municipality's approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality's employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, "Bidders").
- v. Providing telephone, web-based and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality's request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

G. Contractor shall permit an independent auditor to review and examine, during normal business hours, Contractor's internal controls and procedures, provided that such audit shall not occur more than one time in any given calendar year and the costs of such audit will be borne by Municipality.

H. Contractor and ROK, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Agreement or that of any other municipality in the State of New Jersey conducted by them.

I. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
- iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
- v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
- vi. Allowing users to view auction sale results upon completion of the auction.
- vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "Municipality Auctioneers") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site. Bid amounts shall not be visible to the public or to the Municipality while the auction is in process.
- viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. **Cooperation by Municipality.** Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. Municipality acknowledges that Contractor has appointed ROK to act as its administrative agent for payment and collection under this Agreement, and Contractor will be paid based upon invoices submitted to the Municipality by ROK after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor c/o its administrative agent (ROK) in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, ROK shall provide Municipality with an invoice, which shall be paid within fifteen (15) days of receipt by the Municipality. Contractor and/or ROK will provide Municipality any other information that may be reasonably required by the Municipality.

D. All payments shall be made to:

ROK Industries, Inc.
(Administrative Agent for RealAuction.com LLC)
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor or ROK has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

F. Any payment due and payable under this Agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate of sixteen percent (16%) per annum, compounded monthly, or at the maximum rate allowed by law if said maximum

amount is less. The calculation of a daily rate shall be made based upon a year of three hundred and sixty (360) days and a month of thirty (30) days.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages; Indemnification.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours or receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site. Contractor shall be responsible for any errors or omissions of its employees and agents in performing the Services hereunder. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the last sentence of Paragraph 5(B) above, Contractor shall indemnify and hold harmless the Municipality, its directors, officers, members, employees and agents, from and against any and all claims, losses, costs, damages and liabilities incurred in connection with any third party claims relating to Contractor's performance of, or failure to perform, the Services under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so

far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor or any of its subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "Contractor's Confidential Information"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. **Limited Agency Created; No Third Party Beneficiaries Intended.** For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. **Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet

traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. **Entire Understanding; Amendments.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. **Assignment.** Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with Municipality's consent, which consent shall not be unreasonably withheld.

11. **Governing Law; Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to any choice of law principles. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the federal or state courts in and for the County in New Jersey where the Municipality is located.

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class registered or certified mail, postage prepaid, or overnight courier service, addressed as follows:

If to Municipality:

Address notice to the "Tax Collector" at the Municipality's official address in New Jersey.

If to Contractor:

RealAuction.com LLC
861 SW 78th Avenue
Plantation, Florida 33324
Attention: NJ Electronic Sales

With copy to:

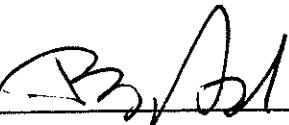
ROK Industries, Inc.
Administrative Agent
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

12. **Severability.** If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

13. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission, email of a PDF document or electronic signature. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile, email of a PDF document or electronic signature shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality: City of Salem, Salem County

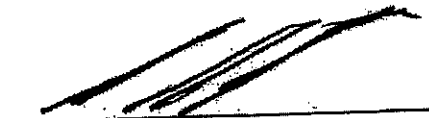


Name: Ben Angeli
Title: Mayor
Date: 8-15-22

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Additional signature page follows.]*

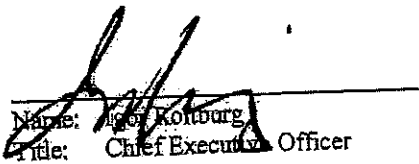


For Contractor: RealAuction.com LLC



Name: Lloyd McClendon
Title: Managing Member

For Administrative Agent: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com



Name: Peter Konburg
Title: Chief Executive Officer

**CITY OF SALEM
RESOLUTION 2022-204**

**A RESOLUTION INCREASING THE ANNUAL SALARY
OF RAYMOND HOWARD**

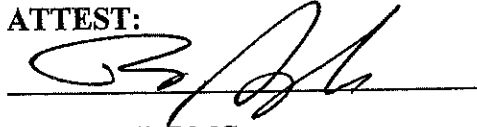
WHEREAS, by resolution 2018-132 (Attachment "A"), the governing body of the City of Salem approved the provisional appointment of Raymond Howard to the position of Street Superintendent; and

WHEREAS, Resolution 2018-132 allowed that upon successful completion of the NJ Certified Public Works Manager program, Mr. Howard's annual salary would increase by \$5,000.00; and

WHEREAS, Mr. Howard has provided proof of successful completion of the NJ Certified Public Works Manager program (Attachment "B").

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Salem approves the \$5,000.00 increase to the annual salary of Raymond Howard.

ATTEST:



Ben Angeli, RMC

CITY OF SALEM



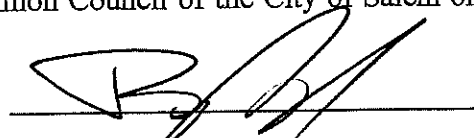
Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22

Date



Ben Angeli, RMC

Attachment "A"

CITY OF SALEM RESOLUTION 2018-132

A RESOLUTION TO APPROVE PROVISIONAL APPOINTMENT OF RAYMOND HOWARD TO POSITION OF STREET SUPERINTENDENT

WHEREAS, there is a need to fill the vacancy in the position of Street Superintendent;
and


NOW, THEREFORE BE IT RESOLVED, that Raymond Howard is provisionally appointed to the position of Street Superintendent as defined by City Ordinance 189-1 (or the equivalent civil service as may apply); and

BE IT FURTHER RESOLVED that the employee shall be paid an annual salary of \$72,000., along with the longevity and benefits he currently receives; and

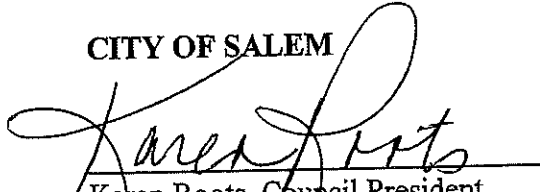
BE IT FURTHER RESOLVED that should the employee enroll and complete the NJ Certified Public Works Manager program during the term of his provisional appointment, the annual salary will increase by \$5,000. upon successful certification.

BE IT FURTHER RESOLVED that this provisional appointment is subject to all the requirements of the Ordinances of the City of Salem and applicable provisions governing civil service appointments, including, but not limited to the right to his prior title or equivalent should he fail to file for or qualify for permanent appointment for this title (or equivalent civil service title) pursuant to N.J.A.C. 4A:4-1.9

ATTEST:


David Crescenzi, Deputy Clerk

CITY OF SALEM

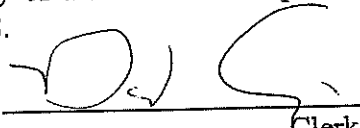

Karen Roots, Council President

Adopted: September 17, 2018

| COUNCIL | MOVED | SECONDED | Y | N | ABSTAIN | ABSENT |
|------------|-------|----------|---|---|---------|--------|
| R. Carter | | | X | | | |
| W. Corbin | | | X | | | |
| E. Gage | X | | X | | | |
| V. Groce | | | X | | | |
| H. Johnson | | | | | | X |
| S. Kellum | | X | X | | | |
| J. Smith | | | X | | | |
| K. Roots | | | X | | | |

I, David Crescenzi, Deputy City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 17, 2018.

9/21/18
Date


Clerk

Attachment "B"



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

June 13, 2022

Raymond B. Howard
273 Fenwick Avenue
Salem, NJ 08079

Dear Mr. Howard:

Congratulations on having successfully completed the examination for a Certified Public Works Manager (CPWM) Certificate that was administered on April 13, 2022. Your grade for the examination is 80.5.

Upon receipt of your check or money order in the amount of \$50 drawn to the order of the State Treasurer and forwarded to the Certification Unit, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625-0803, your Public Works Manager Certificate will be issued. Unless you instruct otherwise, your name will appear on the certificate as it does in the heading of this letter. Please submit a copy of this letter with your payment.

As you may be aware, your Public Works Manager Certification is subject to renewal every three years. Renewal requires completion of twenty (20) contact hours of continuing education credit. A "Record of Continuing Education/Certification Renewal" form to be used for tracking your continuing education credits may be obtained from the Division's website at <http://www.nj.gov/dca/divisions/dlgs/programs/certification.html>. Subject areas and minimum hours required are noted on the form. **The first renewal of your certificate is due June 30, 2025. This will be the only notice you will receive from the Division as to when you are due for renewal.**

Upon completion of a seminar, or shortly thereafter, the sponsor will issue you some proof of attendance that you must retain as your personal record. The information required on the record and renewal form should be noted on the proof of attendance. As you complete a course/seminar, transfer the information to the form. Once you have completed all necessary credits, total the columns, complete the bottom portion and mail with the requisite renewal fee to the Division. Upon receipt, your certification will be renewed. Do not send any proofs of attendance with your form.

The Division will randomly audit applications prior to issuing renewals. If you are contacted for an audit, you must produce your proofs of attendance to verify the information on the form. If you are not contacted within six months of submitting your renewal, you may discard the proofs of attendance.



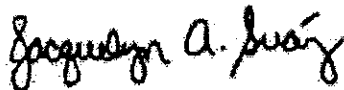
Also found on the Division's website is a list of continuing education sponsors the Division has approved for past sessions. You may wish to contact these organizations to be placed on a mailing list for future continuing education seminars. In addition, if you are attending a course/seminar for which the sponsor has not requested approval for credit from the Division, but which you believe is applicable for credit, there is an application available from the Division for such individual requests. Information on sessions approved for credit, and any of the forms noted herein, may be obtained at the Division's website at: <http://www.nj.gov/dca/divisions/dlgs>.

Any notifications from the Division as to changes in certification requirements will be done by email, not regular mail. Licensees must subscribe to the Division's DLGS News email notification system (list serve) to receive such notices. This is a semi-monthly e-mail sent to any interested person. You can subscribe to DLGS News by entering an e-mail address on the DLGS News web page at: http://www.nj.gov/dca/divisions/dlgs/uptodate/dlgs_email_news.html.

The forms noted herein and information regarding continuing education sessions may also be obtained by contacting the Certification Unit at DLGS.Certification@dca.nj.gov.

My best wishes are extended for your future success.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacquelyn A. Suárez".

Jacquelyn A. Suárez, Director
Division of Local Government Services

JS:bb

**CITY OF SALEM
RESOLUTION 2022-205**

**AUTHORIZING AN AMENDED SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF SALEM AND THE TOWNSHIP OF CARNEYS POINT FOR
PRIMARY EMERGENCY MEDICAL SERVICE BASIC LIFE SUPPORT
(AMBULANCE) COVERAGE**

WHEREAS, due to a decrease of service and cost escalation, the City of Salem by resolution 2021-251 agreed to a Shared Services Agreement with the Township of Carneys Point to share services and reduce costs by working together to provide for Primary Emergency Medical Service Basic Life Support (Ambulance) Coverage by American Legion Ambulance Association; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as these Municipalities to enter into Shared Services Agreement with other local units; and

WHEREAS, at this time it is in the best interest of the City of Salem to enter into an amended Shared Services Agreement (Attachment "A") with the Township of Carneys Point; and

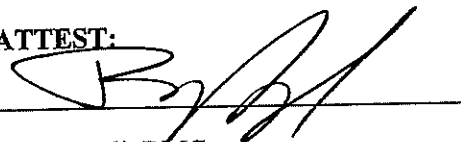
WHEREAS, the cost of the Shared Services shall be assumed by the City of Salem and the Township of Carney Points based on the approved fee schedule ; and

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Salem hereby authorizes the City of Salem enter into an amended Shared Services Agreement with the Township of Carneys Point for Primary Emergency Medical Service Basic Life Support (Ambulance) Coverage to be effective July 1, 2022, pending certification and approval of funding, for the term expiring December 31, 2024.


BE IT FURTHER RESOLVED, the Council of the City of Salem resolves that the Mayor is hereby authorized as signatory on behalf of the City of Salem.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following City of Salem Departments: Administration, Clerk, Finance, Fire, Police as well as the Township of Carneys Point, and the Division of Local Government Services Attn: Shared Services.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM

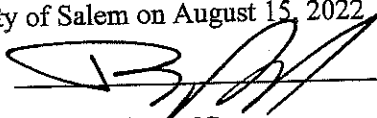

Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

Date

8-15-22


Ben Angeli, RMC

SHARED SERVICES AGREEMENT BETWEEN THE CITY OF SALEM AND THE TOWNSHIP OF CARNEYS POINT FOR PRIMARY EMERGENCY MEDICAL SERVICE BASIC LIFE SUPPORT (AMBULANCE) COVERAGE

This **SHARED SERVICES AGREEMENT** (hereinafter, "Agreement") effective on the 1st day of July, 2022, between the City of Salem with offices located at 17 New Market Street, Salem, New Jersey 08079 (hereinafter "City") and the Township of Carneys Point (hereinafter "Township"), with facilities located at 303 Harding Highway, Carneys Point, New Jersey, 08069 to share services and reduce costs by hiring American Legion Ambulance Association ("ALAA") located at 30 Broad Street, Elmer, New Jersey 08318 to provide for Primary Emergency Medical Service Basic Life Support (Ambulance) Coverage.

I. PURPOSE & SCOPE

WHEREAS, the purpose of this Agreement is to reduce the costs associated with a decrease in volunteer members providing the service and the increasing cost to maintain a single municipal operated basic life support organization.

WHEREAS, the parties are desirous of entering into an Agreement pursuant to N.J.S.A. 40A:65-1 et seq. to provide for a Shared Services Agreement for Primary Emergency Medical Service Basic Life Support (Ambulance) Coverage.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Township and the City agree to the following:

II. INCORPORATION OF RECITALS

All the above recitals are incorporated as if fully set forth at length herein.

III. TERM

This Agreement shall commence as of the date executed herein for a term ending on December 31, 2024, which shall be renewable, on an annual basis, beginning January 1st of each year, unless either party provides written notice to the other party ninety (90) days prior to the termination date as to their intention not to renew this Agreement. Notwithstanding the above term, either party may terminate this Agreement with or without cause upon providing one hundred and twenty (120) days prior written notice to the other party. Notices shall be sent by certified mail, return receipt requested, to the

attention of the Township Manager of the Township and the Business Administrator of the City, respectively, and of the President of American Legion Ambulance Association, of each party hereto, at the addresses set forth herein below.

IV. DUTIES AND RESPONSIBILITIES OF THE TOWNSHIP AND THE CITY

The Township's and the City's duties and responsibilities under this Agreement shall consist solely of the following:

- A. The Township of Carneys Point shall be deemed the host agency for purposes of this agreement to hold American Legion Ambulance Association to the deliverables as stated in the RFP response. As such, payment of the cost of the services to be provided by American Legion Ambulance Association to the City of Salem shall be assumed by the City of Salem.
- B. The American Legion Ambulance Association shall send a quarterly bill to the City and Township. The City and Township shall send their proportionate share within the first fifteen (15) days of each quarter. The cost of the services shall be calculated by using the Municipal Ambulance Board's approved fee schedule.
- C. The Municipal Ambulance Board's fee schedule shall be reconciled annually to allow proper funding to sustain the performing EMS system.

V. BREACH AND DEFAULT

- A. The aggrieved party shall also have any and all other rights and remedies as may be provided in law or equity in the event that the defaulting or breaching party fails to cure such default within the applicable grace period provided herein.
- B. In the event of any breach or default of this Agreement the aggrieved party may at any time, and in its sole discretion after notice, cure said breach or default for the account of and at the expense of the defaulting or breaching party. If the aggrieved party is compelled to pay or elects to pay any sum or money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees and court costs in instituting, prosecuting or defending any action to enforce the aggrieved party's rights under this Agreement, the sum so paid by the aggrieved party, with all interest, costs and damages, shall be deemed to be additional costs and shall be due from the defaulting or breaching party within thirty (30) days following the incurring of the respective expenses by the aggrieved party.

VI. MODIFICATION

Modifications within the scope of this instrument shall be made by mutual consent of parties, by the issuance of a written amendment; signed and dated by all parties prior to any changes being performed.

VII. NOTICES

All notices required under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notices shall be sent to the following:

Township of Carneys Point
Attn.: Kenneth H. Brown, Mayor
303 Harding Highway
Carneys Point, New Jersey 08069

AND

City of Salem
Attn: Jody Veler., Mayor
17 New Market Street
Salem, New Jersey 08079

AND

American Legion Ambulance Association
Attn.: Business Administrator
30 Broad Street
Elmer, New Jersey 08318

VIII. INDEMNIFICATION

In reference to this Agreement each party shall indemnify, protect, and hold harmless the other from and against any and all damages of any nature and kind, claims, suits or proceedings of any nature and kind, judgments, liabilities, losses, costs and expenses (including, but not limited to, attorneys fees, court and arbitration costs) brought against either party hereto in connection with the services contemplated in this Agreement.

IX. COMPLIANCE WITH SHARED SERVICES ACT

A. Pursuant to the Shared Services Act N.J.S.A. 40A:65-1, et seq., this Agreement shall be filed with and open to the public for inspection at the offices of the Township Clerk of the Township of Carneys Point and the Business Administrator of the City of Salem, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto.

B. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes by both parties hereto.

X. MISCELLANEOUS

Both parties hereto agree that the execution of this Agreement is an authorized act of each of the respective parties hereto. The proper resolutions of the parties have been adopted pursuant to law, authorizing execution of this agreement.

A. Failure of either party to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Agreement or to exercise any of their respective rights hereunder shall not waive such rights, but each party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

B. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable, or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.

C. The section headings contained herein are for convenience only and are not to be given any substantive effect.

D. This Agreement executed by the parties constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties hereto.

E. All the terms, covenants and conditions herein contained shall be for and inure to the benefit of, and shall be binding upon, the respective parties and their successors and assigns.

F. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original thereof and which, together, constitute the whole.

G. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of New Jersey, Salem County, for the purpose of any suit, action, proceeding, or judgment relating to or arising out of this Agreement and the transactions contemplated thereby.

H. Each party's obligations shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seals, this the 1st day of July 2022.

Witnessed or attested by:

CITY OF SALEM

Clerk

By: _____

Jody Veler., Mayor

Witnessed or attested by:

TOWNSHIP OF CARNEYS POINT

Clerk

By: _____

Kenneth H. Brown, Mayor

Witnessed or attested by:

AMERICAN LEGION AMBULANCE

Witness

By: _____

Charles McSweeney, BA

2022 Municipal Contribution to American Legion Ambulance Association

| Municipality | Population 2020 Census | Projected 2022 Volume | Projected 2022 % of Calls in County | Projected Anticipated Cost Based on Budget | Projected Anticipated Credit Based on Revenue | Anticipated Gap | Current Financial Support | 2022 Participation Cost (new to program) | 2022 Participation Costs "the 7" at 64% of CP Contract |
|-----------------------|------------------------------|-----------------------------|--|---|--|--------------------|---------------------------------|---|--|
| Alloway Twp. | 3,467 | 261 | 2% | \$ 51,887 | \$ 39,723 | \$ 12,164 | \$ - | \$ 12,164 | |
| Cameys Point Twp.*** | 8,049 | 2,385 | 22% | \$ 583,800 | \$ 393,350 | \$ 190,450 | \$ 50,000 | \$ 140,450 | \$ 313,000 |
| Elmer Boro | 7,395 | 1,177 | 2% | \$ 35,188 | \$ 26,939 | \$ 8,249 | \$ 10,000 | \$ 27,149 | \$ 34,219 |
| Elsinboro Twp. | 1,036 | 114 | 1% | \$ 22,663 | \$ 17,350 | \$ 5,313 | \$ - | \$ 5,313 | |
| Lower Alloway Creek | 1,770 | 182 | 2% | \$ 36,082 | \$ 27,624 | \$ 8,459 | \$ - | \$ 8,459 | |
| Mannington Twp.**** | 1,806 | 404 | 4% | \$ 80,216 | \$ 61,411 | \$ 18,805 | \$ - | \$ 18,805 | |
| Oldsman Twp. | 1,773 | 297 | 3% | \$ 59,044 | \$ 45,202 | \$ 13,842 | \$ - | \$ 13,842 | |
| Pennsgrove Boro | 5,147 | 984 | 9% | \$ 195,620 | \$ 149,761 | \$ 45,859 | \$ - | \$ 45,859 | |
| Pennsville Twp. | 13,409 | 2,024 | 18% | \$ 402,273 | \$ 307,968 | | | | |
| Pittsgrove Twp. | 4,016 | 615 | 5% | \$ 122,368 | \$ 92,916 | \$ 29,452 | \$ 20,000 | \$ 49,452 | \$ 112,009 |
| Pittsgrove Twp.* | 9,393 | 1,084 | 9% | \$ 205,460 | \$ 157,254 | \$ 48,206 | \$ 39,600 | \$ 87,806 | \$ 56,170 |
| Quinton Twp. | 2,666 | 273 | 2% | \$ 54,273 | \$ 41,549 | \$ 12,723 | \$ - | \$ 12,723 | |
| Salem City | 5,106 | 1,416 | 12% | \$ 283,592 | \$ 215,509 | \$ 68,083 | \$ 39,400 | \$ 107,483 | \$ 57,452 |
| Upper Pittsgrove Twp. | 3,505 | 519 | 5% | \$ 103,178 | \$ 78,990 | \$ 24,188 | \$ 36,000 | \$ 60,188 | \$ 38,720 |
| Woodstown Boro | 3,505 | 519 | 5% | \$ 103,178 | \$ 78,990 | \$ 24,188 | \$ 28,000 | \$ 52,188 | \$ 33,400 |
| Total Activity | | 11,397 | | \$ 2,265,731 | \$ 1,734,575 | | | \$ 117,165 | \$ 356,791 |

Gap in Neutral Budget \$ 531,156
 Asking County to Cover \$ 174,365
 BA Position \$ 125,000
Suggested 2022 County Support: \$ 299,365

* Including Norma
 ***Cameys Point's percentage of usage based on population includes nursing homes to account on the higher value
 ****Call volume does not include calls at the Salem County Correctional Facility

Estimated Cost/Per Capi \$25.00
 Expense 2022 Projection \$ 2,265,731
 Revenue 2022 Projection \$ 1,734,575
Gap to Cover \$ 531,156

*LAC
 JOINING*

**CITY OF SALEM
RESOLUTION 2022-206**

RESOLUTION AUTHORIZING INSTALLMENT PAYMENT FOR UNPAID TAXES

WHEREAS, Miguel A. Dominguez (the “Taxpayer”) currently owns the property commonly known as 256-258 Sinnickson and which appears on the tax map of the City of Salem as Block 66, Lot 17 (hereinafter referred to as the “Property”); and

WHEREAS, the City of Salem currently owns tax sale certificate number 20-00100 which is related to the Property (hereinafter referred to as the “Tax Sale Certificate”); and

WHEREAS, the redemption amount of the Tax Sale Certificate as of August 16, 2022 is \$14,847.62; and

WHEREAS, the Property owner has requested the opportunity to redeem the Tax Sale Certificate over time by way of an installment plan so as to avoid having the Property exposed to a possible foreclosure; and

WHEREAS, N.J.S.A. 54:5-65 et seq. authorizes a municipal tax collector, upon approval of the governing body, to enter into a payment plan for the redemption of municipally owned tax sale certificates, so long as regular, equal monthly installment payments are made; and

WHEREAS, the City of Salem shall not foreclose on the Property so long as the Taxpayer remains current on the payment plan obligations and remains current on all future tax and sewer payments; and

WHEREAS, the City of Salem tax collector has agreed to an installment agreement with the Taxpayer for the redemption of the tax sale certificate; and

WHEREAS, the taxpayer has agreed to make an initial payment of \$9,661.81 on or before 8-16-2022.

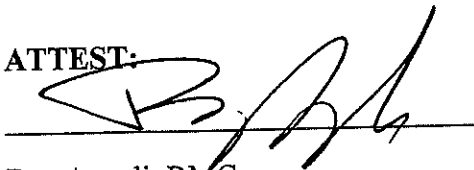
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Salem that:

1. The City of Salem approves the agreement (Attachment “A”) between the City of Salem tax collector and the Taxpayer for the redemption of the Tax Sale Certificate as follows:
 - a. Interest shall continue to accrue at a rate of 18% per annum on all unpaid amounts over the course of the installment plan.
 - b. The Taxpayer shall pay monthly installments of \$268.39 per month for 35 consecutive months, with one final 36th payment which shall be sufficient to include all amounts due the municipality and secured by the Tax Sale Certificate.
 - c. The first payment shall be received by the City of Salem Tax Collector on or before 9-1-2022 and on or before the 1st of every month thereafter.
 - d. Taxes and utility Charges shall be kept current on the Property beginning with the first Quarter 2022.

- e. In the event the Taxpayer shall fail to make an installment payment or shall fail to keep the Property Taxes and Sewer Charges current, with respect to the Property, this installment agreement shall be automatically null and void.
 - f. All payments will be applied first to accrued unpaid interest, then to principal.
2. As long as the Taxpayer maintains this installment agreement and keeps the taxes and sewer charges current on the Property, the City of Salem shall not take any action on the Tax Sale Certificate by either foreclosing on it or by assigning it to a third party.
 3. In the event that the Taxpayer fails to maintain this installment agreement and fails to keep the taxes and sewer charges current on the Property, the City of Salem may declare this agreement automatically null and void.

AND, BE IT FUTHER RESOLVED, that the Clerk certify a copy of this Resolution and file it on the public record.

ATTEST:


Ben Angeli, RMC

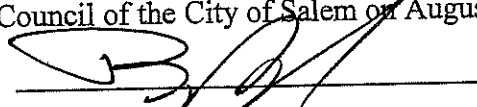
CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2021-207**

**RESOLUTION AUTHORIZING THE PURCHASE OF A FIRE ENGINE
USING CY2021 SUPPLEMENTAL AID FUNDS**

WHEREAS, the City determined the need to replace a 21 year old fire engine as part of an overall plan to consolidate fire houses and equipment; and

WHEREAS, the City of Salem has received notification of an award of one-time transitional aid to fund various projects; and

WHEREAS, the City has signed and submitted and "Addendum to the CY2021 Supplemental Transitional Aid MOU"; and

WHEREAS, said addendum allows for the "purchase of a new fire engine to replace a 21-year old fire engine in the amount of \$650,000; and

WHEREAS, the City desires to move forward with the purchase once the CFO determines that the funds are available.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that Kenia Nunez, the City QPA, is authorized to proceed with the purchase.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22
Date


Ben Angeli, RMC

Amendments "A"
**CY2022 SUPPLEMENTAL TRANSITIONAL AID
CITY OF SALEM
ADDENDUM**

The following terms and conditions shall supplement the City of Salem's (the "Municipality") 2021 Memorandum of Understanding ("MOU") for the receipt of Transitional Aid.

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

The Municipality shall collaborate with the assigned Municipal Technical Advisor to allocate up to \$9,391,000 in supplemental (one-time) Transitional Aid to fund the following projects:

- Purchase and installation of public safety technology to include, 15 pan/tilt/zoom cameras in various city hot spots, gunshot detection system and an automated license plate reader - \$400,000
- Improvements to the public pool complex - \$1,000,000
- Replacement of football program bleachers and press box - \$500,000
- Payment of FinLaw Building lease payment related to former Senator Sweeney's legislative offices - \$135,000
- Financial evaluation of Water & Sewer Utility - \$23,817
- Repayment of arrears related to the State Health Benefits Plan - \$887,183
- Consolidation of three fire stations into one bigger fire station, relocation of police headquarters and consolidation of municipal offices - \$1,000,000
- Purchase of a sewer jetter/vac truck to assist with blocked sewer lines - \$400,000
- Payment of a DEP fine to be paid no later than December 31, 2022 - \$30,000
- Replacement of trash collection stickers with a more efficient and effective system - \$100,000
- Purchase of a new fire engine to replace a 21-year-old fire engine - \$650,000
- Develop a strategic plan to address the ongoing growth of the Wind Port to increase the city's capacity across a broad range of services and infrastructure, including housing, transit, economic development, and other city services - \$300,000
- The renovation and improvement of many city roads and bridges \$3,215,000
- Water Utility upgrades to address PFNA filtration system - \$750,000

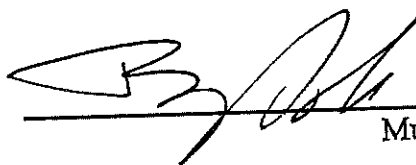
**CY2021 SUPPLEMENTAL TRANSITIONAL AID
CITY OF SALEM
ADDENDUM**

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

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

DATED: AUGUST 1, 2022

ATTEST



Municipal Clerk



Mayor

Jacquelyn A. Suárez, Director
Division of Local Government Services

**CITY OF SALEM
RESOLUTION 2022-208**

**RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN PROCESS FOR
THE PURCHASE OF THE FARMERS OF SALEM BUILDINGS**

WHEREAS, the City in coordination with the State assigned Municipal Technical Advisor has determined the need to consolidate City services; and

WHEREAS, the City of Salem has received notification of an award of one-time transitional aid to fund various projects; and

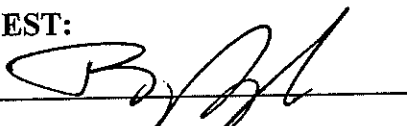
WHEREAS, the City has signed and submitted and "Addendum to the CY2022 Supplemental Transitional Aid MOU" (Attachment "A"); and

WHEREAS, said addendum allows for the "Consolidation of three fire stations into one bigger fire station, relocation of police headquarters and consolidation of municipal offices - \$1,000,000; and

WHEREAS, the City desires to move forward with the process to purchase the Farmers of Salem Buildings as part of the consolidation process contingent upon the receipt and/or adoption of the 2022 budget and the CFO certification of funds.

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 City Attorney is authorized to proceed with the process to purchase the Farmers of Salem buildings.

ATTEST:


Ben Angeli, RMC

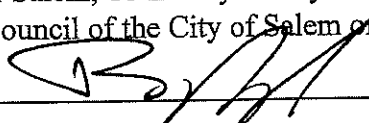
CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022

8-15-22
Date


Ben Angeli, RMC

Attachment "A"
**CY2022 SUPPLEMENTAL TRANSITIONAL AID
CITY OF SALEM
ADDENDUM**

The following terms and conditions shall supplement the City of Salem's (the "Municipality") 2021 Memorandum of Understanding ("MOU") for the receipt of Transitional Aid.

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

The Municipality shall collaborate with the assigned Municipal Technical Advisor to allocate up to \$9,391,000 in supplemental (one-time) Transitional Aid to fund the following projects:

- Purchase and installation of public safety technology to include, 15 pan/tilt/zoom cameras in various city hot spots, gunshot detection system and an automated license plate reader - \$400,000
- Improvements to the public pool complex - \$1,000,000
- Replacement of football program bleachers and press box - \$500,000
- Payment of FinLaw Building lease payment related to former Senator Sweeney's legislative offices - \$135,000
- Financial evaluation of Water & Sewer Utility - \$23,817
- Repayment of arrears related to the State Health Benefits Plan - \$887,183
- Consolidation of three fire stations into one bigger fire station, relocation of police headquarters and consolidation of municipal offices - \$1,000,000
- Purchase of a sewer jetter/vac truck to assist with blocked sewer lines - \$400,000
- Payment of a DEP fine to be paid no later than December 31, 2022 - \$30,000
- Replacement of trash collection stickers with a more efficient and effective system - \$100,000
- Purchase of a new fire engine to replace a 21-year-old fire engine - \$650,000
- Develop a strategic plan to address the ongoing growth of the Wind Port to increase the city's capacity across a broad range of services and infrastructure, including housing, transit, economic development, and other city services - \$300,000
- The renovation and improvement of many city roads and bridges \$3,215,000
- Water Utility upgrades to address PFNA filtration system - \$750,000

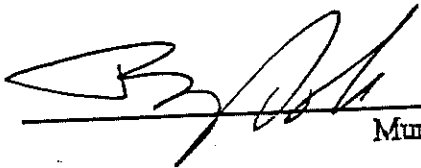
**CY2021 SUPPLEMENTAL TRANSITIONAL AID
CITY OF SALEM
ADDENDUM**

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

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

DATED: AUGUST 1, 2022

ATTEST



Municipal Clerk



Mayor

Jacquelyn A. Suárez, Director
Division of Local Government Services

**CITY OF SALEM
RESOLUTION 2022-209**

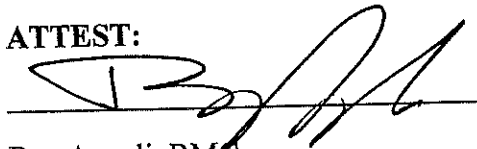
**A RESOLUTION AUTHORIZING CHANGING THE OFFICIAL
SIGNERS FOR VARIOUS CITY OF SALEM BANK ACCOUNTS**

WHEREAS, William McCafferty was appointed as the Tax collector for the City of Salem; and


WHEREAS, Mr. McCafferty will be required to issue checks from the City of Salem TT&L REDEMPTION ACCOUNT as listed on exhibit "A"

BE IT HEREBY RESOLVED by the Common Council of the City of Salem in the State of New Jersey that the City Tax Collector, William McCafferty is authorized to sign checks for the City of Salem bank account listed on exhibit "A"

ATTEST:


Ben Angeli, RMC

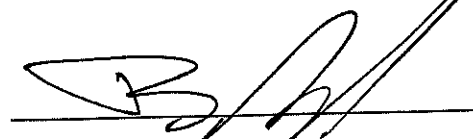
CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22
Date


Ben Angeli, RMC

RESOLUTION 2022-209
EXHIBIT "A"

City of Salem (Tax ID 2166001146)

Account:

TT&L REDEMPTION ACCOUNT

Account Number:

001300014685

Franklin Bank
Salem City Branch
137 West Broadway
Salem NJ 08079

**CITY OF SALEM
RESOLUTION 2022-210**

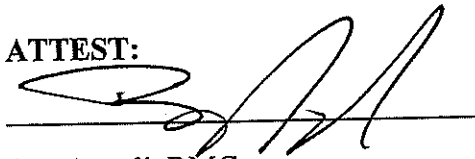
A RESOLUTION AUTHORIZING OPENING A NEW BANK ACCOUNT

WHEREAS, William McCafferty was appointed as the Tax collector for the City of Salem; and

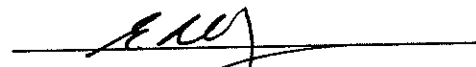
WHEREAS, Mr. McCafferty finds it necessary to open a second TT&L (Tax Title & Lien) bank account for future tax lien sales.

BE IT HEREBY RESOLVED by the Common Council of the City of Salem in the State of New Jersey that the City Tax Collector, William McCafferty and the City CFO, Kenia Nunez are authorized to open a new TT&L account for all future tax lien sales.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-211**

**A RESOLUTION AUTHORIZING GRANT APPLICATION TO NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

RESOLUTION 2022-210

Whereas, the City of Salem
(formal name of organization)
 desires to apply for and obtain a grant from the New Jersey Department of Community Affairs
 for approximately \$ 74,868.00 to carry out a project to purchase
(dollar amount of request)
Washer & dryer and PPE Equipment
(briefly describe the project)

Be it therefore RESOLVED,

- 1) that the City of Salem
(formal name of organization)
 does hereby authorize the application for such a grant; and,
 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore,
 upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does
 further authorize the execution of any such grant agreement; and also, upon receipt of the fully
 executed agreement from the Department, does further authorize the expenditure of funds pursuant
 to the terms of the agreement between

City of Salem
(formal name of organization)
 and the New Jersey Department of Community Affairs.

Be it further RESOLVED, that the persons whose names, titles, and signatures appear below are
 authorized to sign the application, and that they or their successors in said titles are authorized to
 sign the agreement, and any other documents necessary in connection therewith:

[Signature]
(signature)
Joey Velaz
(type or print name)
Mayer
(title)

[Signature]
(signature)
Ben Angeli
(type or print name)
Administrator
(title)

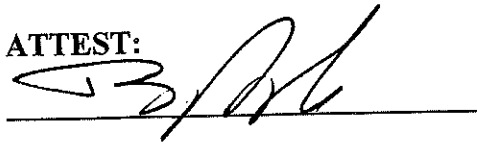
CERTIFICATION:

I, Ben Angeli, the City Clerk
(name of Board Secretary / Government Clerk) (title of position - Board Secretary or Government Clerk)
 of City of Salem
(formal name of organization)
 hereby certify that at a meeting of the Board of Directors / Governing Body held on 2-15-22
(meeting date)
 the above RESOLUTION was duly adopted.

AFFIX GOV'T,
 CORPORATE OR
 NOTARY SEAL

[Signature]
(Signature of Secretary of the Board of Directors or Government Clerk)

ATTEST:



Ben Angeli, RMC

CITY OF SALEM



Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22

Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-212**

**CHAPTER 159 - A RESOLUTION REQUESTING APPROVAL OF ITEMS OF
REVENUE AND APPROPRIATION REGARDING UNITED STATES OF
DEPARTMENT OF AGRICULTURE FOR RURAL DEVELOPMENT**

WHEREAS, N.J.S.A. 40A:4-87 (Chapter 159) provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the CY2022 Municipal Budget; and

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

WHEREAS, the City of Salem has received notice of an award of \$30,000 from the United States Department of Agriculture; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Salem, in the County of Salem, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the CY Municipal Budget 2022 in the sum of \$30,000.

Miscellaneous Revenues: Special Items of General Revenue Anticipated with Prior Written Consent of the Director of the Division of Local Government Services: State and Federal Off-set with Appropriations:

Grant Revenues: US Department of Agriculture

BE IT FURTHER RESOLVED that the like sum of \$30,000 be and the same is hereby appropriated under the caption of:

General Appropriations:

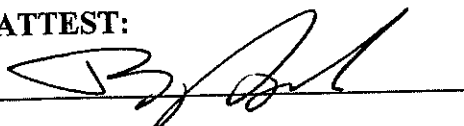
(a) Operations Excluded from CAPS

State and Federal Program Off-Set by

Grant Appropriations: \$30,000 United States Department of Agriculture

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

ATTEST:


Ben Angeli, RMC

CITY OF SALEM

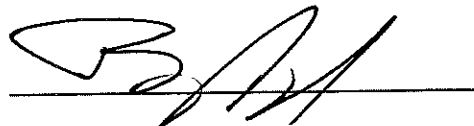

Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022

8-15-22

Date

A handwritten signature in black ink, appearing to be 'BA', written over a horizontal line.

Ben Angeli, RMC



United States Department of Agriculture

Rural Development

August 2, 2022

New Jersey
State Office

CITY OF SALEM
17 NEW MARKET ST
SALEM, NJ 07079

521 Fellowship Road
Suite 130,
Mount. Laurel, NJ
08054

Subject: \$30,000 Rural Business Development Grant – FY22
Provide technical assistance training to entrepreneurs utilizing small incubator spaces.

Voice 856.787.7700.

Dear Charles,

www.rd.usda.gov/nj

Congratulations, your grant has been funded. Please find a fully executed copy of Form 1940-1 "Request for Obligation of Funds" attached. This letter serves as notification that your grant has been approved, subject to the conditions stated in our Letter of Conditions to you dated July 5, 2022.

Please note the following:

- If you have not already begun your project based on the "Application Completed" letter previously sent, you may now begin your project.
- Your Business Programs Specialist will contact you shortly to arrange a grant agreement signing date.
- Your grant period is 12 months from the date of obligation. Your obligation date is July 26, 2022.
- This is a reimbursement program. Verification of payments made on all project related expenses is required with each reimbursement request.
- Should you wish to make a public announcement that your grant has been funded, you may do so after August 10, 2022.

USDA Rural Development is pleased to provide funding for this project. We look forward to working with you over the coming year. Please contact Nelly Nkengfack at nelly.nkengfack@usda.gov 856-787-7799 with any questions.

Sincerely,

MARYANN TANCREDI
Digitally signed by
MARYANN TANCREDI
Date: 2022.08.02
15:40:20 -04'00'

Maryann Tancredi
Business Programs Director
New Jersey

USDA is an equal opportunity provider, employer, and lender
If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

REQUEST FOR OBLIGATION OF FUNDS

| | | | | | |
|---|--|---|--|--|----------------------------|
| INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED (I I I I) Complete Items 1 through 30 and applicable Items 31 through 43. See FMI. | | | | | |
| 1. CASE NUMBER ST CO BORROWER ID 35-017-123936991 | | | LOAN NUMBER 01 | | FISCAL YEAR 2022 |
| 2. BORROWER NAME CITY OF SALEM | | | 3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2) | | |
| 17 NEW MARKET ST. | | | 4. STATE NAME NJ | | |
| SALEM, 08079 | | | 5. COUNTY NAME SALEM COUNTY | | |
| GENERAL BORROWER/LOAN INFORMATION | | | | | |
| 6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ASIAN 4 - HISPANIC 5 - API | | 7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC OF FARMERS 6 - ORG OF FARMERS WORKERS 7 - OTHER | | 8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS | |
| 9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC. | | 10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY | | 11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED) | |
| 12. VETERAN CODE 1 - YES 2 - NO | | 13. CREDIT REPORT 1 - YES 2 - NO | | 14. DIRECT PAYMENT (See FMI) | |
| 15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY | | 16. FEE INSPECTION 1 - YES 2 - NO | | 17. INTEREST CREDIT 1 - YES (FOR SFH ONLY) 2 - NO | |
| 18. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000 | | 19. DWELLING TYPE/USE OF FUNDS CODE (See FMI) | | | |
| COMPLETE FOR OBLIGATION OF FUNDS | | | | | |
| 20. TYPE OF ASSISTANCE 694 (See FMI) | | 21. PURPOSE CODE | | 22. SOURCE OF FUNDS | |
| 23. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION | | 24. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT | | 25. AMOUNT OF LOAN | |
| 26. AMOUNT OF GRANT \$30,000.00 | | 27. AMOUNT OF IMMEDIATE ADVANCE | | 28. DATE OF APPROVAL MO DAY YR | |
| 29. INTEREST RATE % | | 30. REPAYMENT TERMS | | | |
| COMPLETE FOR SINGLE FAMILY HOUSING ONLY | | | | | |
| 31. INCOME CATEGORY CODES 1 - VERY LOW 2 - LOW 3 - MODERATE 4 - ABOVE MODERATE | | 32. LOW INCOME LIMIT-MAX. | | 33. ADJUSTED FAMILY INCOME | |
| 34. R.E. INSURANCE | | 35. R.E. TAXES 1st year | | 36. R.E. TAXES 2nd year | |
| 37. NOTE INSTALLMENT INELIGIBLE | | 38. TYPE OF UNIT 1 - FARM TRACT 2 - NON-FARM TRACT | | | |
| COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS | | | | | |
| 39. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT | | 40. DISASTER DESIGNATION NUMBER (See FMI) | | | |
| 41. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN | | 42. OBLIGATION DATE MO DA YR | | | |
| 43. BEGINNING FARMER/RANCHER (See FMI) | | 44. FINANCE OFFICE USE ONLY | | | |

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

44. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

See Attachments and subject to the terms and conditions listed in the Letter of Conditions dated .

45. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For SFH & FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 29 of this form. ☒ YES ☐ NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date July 13, 2022 Charles M. Bailey
Charles Bailey, Executive Director (Signature of Applicant)

Date _____
(Signature of Co-Applicant)

46. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

JANE ASSELTA Digitally signed by JANE ASSELTA
Date: 2022.07.25 15:58:41 -04'00'
(Signature of Approving Official)

Date Approved: July 25, 2022 Title: New Jersey State Director

47. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the County Supervisor or District Director.

RESOLUTION 2022-213

RESOLUTION DECLARING INTENT TO ENTER AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT) FOR SALEM SENIOR VILLAGE

WHEREAS, pursuant to that certain Amended and Restated Agreement for Payment in Lieu of Taxes (PILOT) for Salem Senior Village, originally effective as of June 14, 2005 (as amended and/or amended and restated to date, the "Existing Financial Agreement"), the City of Salem (the "City") and Salem Senior Village, LP ("Existing Owner") agreed to certain payments in lieu of taxation with respect to the project known as "Salem Senior Village" and STATED IN THE Agreement to affect the following parcels on the City's official Tax Map (hereinafter referred to as the "Property"):

**Block 57, Lots 15-21;
Block 57, Lot 2.01; and
Block 57.01, Lot 2.015**

WHEREAS, the Existing Financial Agreement was entered into pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1984, et seq. (the "HMFA Law");

WHEREAS, Existing Owner wishes to transfer and convey the Property to Eastern Pacific Development, LLC, or its permitted assignee, including, without limitation, an entity anticipated to be created and known as "Salem Senior Development LLC" (as applicable, "Redeveloper");

WHEREAS, in connection with its acquisition of the Property, Redeveloper anticipates that it will develop, redevelop, finance and revitalize the Property (the "Redevelopment Project");

WHEREAS, in order to implement the development, financing and revitalization of the Redevelopment Project and the acquisition of the Property by Redeveloper, the City Council intends to negotiate (1) a Redevelopment Agreement with the Redeveloper (the "Redevelopment Agreement"), which Redevelopment Agreement specifies, or shall specify, the rights and responsibilities of the City and Redeveloper with respect to the redevelopment of the Redevelopment Project and (2) a Financial Agreement between the parties for the project improvements as permitted by law (the "Financial Agreement");

WHEREAS, the Financial Agreement for the Redevelopment Project with Redeveloper intended to be entered into by the City would authorize a long-term tax exemption pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTEL") and not pursuant to the HMFA Law;

WHEREAS, the City Council has determined that the assistance provided to the Redevelopment Project pursuant to the Financial Agreement is a significant inducement for the Redeveloper to proceed with its acquisition of the Property and the redevelopment of the Redevelopment Project;

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

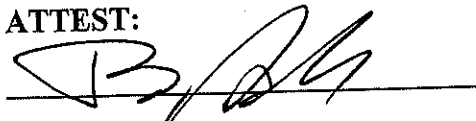
1. The Redeveloper's application for a long-term tax exemption for its redevelopment of the Redevelopment Project is acknowledged received by the City and shall form the basis for negotiation of a Financial Agreement to be adopted pursuant to law;

2. The terms of the tax exemption shall be memorialized in a Financial Agreement between the City and the Redeveloper for the redevelopment of the Redevelopment Project, which will include, among and

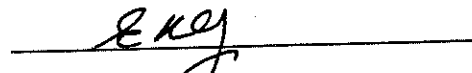
subject to other terms and provisions, (i) that it is provided under the LTTEL, (ii) that the term thereof shall be for a new, 30 year term, and (iii) that the annual service charge thereunder shall be 6.25% per annum as permitted by law;

3. This Resolution shall take effect immediately.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-214**

**RESOLUTION AUTHORIZING THE ISSUANCE OF A DUPLICATE TAX SALE
CERTIFICATE PURSUANT TO N.J.S.A. 54:5-52.1**

WHEREAS, the Tax Collector of the City of Salem has previously issued a tax sale certificate to Chih Cheng Chen which certificate is dated 6/23/21 covering premises commonly known and referred to as Lot 42 Block 72 as set out on the Municipal tax map then in use which certificate bears number Cert. #20-00111; and

WHEREAS, the purchaser of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.


NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of the City of Salem, that the Tax Collector of the City of Salem be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment of a fee of \$ 25.00 per certificate, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificate lost as previously described all in accordance with the requirements of Chapter 99 of Public Laws of 1997.

BE IT FURTHER RESOLVED that a copy of this Resolution and the Loss Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

ATTEST:


Ben Angeli, RMC

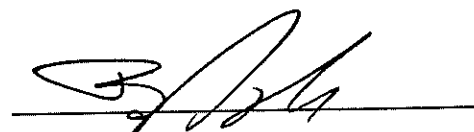
CITY OF SALEM


Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022

8-15-22
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-215**

**CHAPTER 159 - A RESOLUTION REQUESTING APPROVAL OF ITEMS OF
REVENUE AND APPROPRIATION REGARDING NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

WHEREAS, N.J.S.A. 40A:4-87 (Chapter 159) provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the CY2022 Municipal Budget; and

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

WHEREAS, the City of Salem has received notice of an award of \$1,634,000 Supplemental Transitional Aid from the New Jersey Department of Community Affairs; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Salem, in the County of Salem, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the CY Municipal Budget 2022 in the sum of \$1,634,000.

Miscellaneous Revenues: Special Items of General Revenue Anticipated with Prior Written Consent of the Director of the Division of Local Government Services: State and Federal Off-set with Appropriations:

Grant Revenues: NJ DCA Supplemental Transitional Aid

BE IT FURTHER RESOLVED that the like sum of \$1,634,000 be and the same is hereby appropriated under the caption of:

General Appropriations:

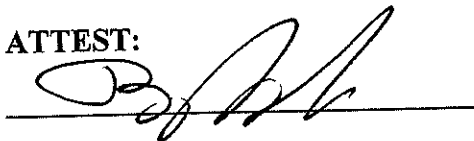
(a) Operations Excluded from CAPS

State and Federal Program Off-Set by

Grant Appropriations: \$1,634,000 NJ DCA Supplemental Transitional Aid

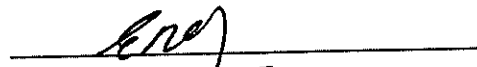
BE IT FURTHER RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

ATTEST:



Ben Angeli, RMC

CITY OF SALEM



Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022

8-15-22

Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2022-216**

**CHAPTER 159 - A RESOLUTION REQUESTING APPROVAL OF ITEMS OF
REVENUE AND APPROPRIATION REGARDING NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

WHEREAS, N.J.S.A. 40A:4-87 (Chapter 159) provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the CY2022 Municipal Budget; and

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

WHEREAS, the City of Salem has received notice of an award of \$9,391,000 Supplemental Transitional Aid from the New Jersey Department of Community Affairs; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Salem, in the County of Salem, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the CY Municipal Budget 2022 in the sum of \$9,391,000.

Miscellaneous Revenues: Special Items of General Revenue Anticipated with Prior Written Consent of the Director of the Division of Local Government Services: State and Federal Off-set with Appropriations:

Grant Revenues: NJ DCA Supplemental Transitional Aid

BE IT FURTHER RESOLVED that the like sum of \$9,391,000 be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS

State and Federal Program Off-Set by

Grant Appropriations: \$9,391,000 NJ DCA Supplemental Transitional Aid

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

ATTEST:


Ben Angeli, RMC

CITY OF SALEM

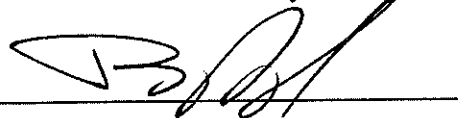

Earl Gage, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 15, 2022.

8-15-22

Date

A handwritten signature in black ink, appearing to be 'B. Angeli', written over a horizontal line.

Ben Angeli, RMC