

CITY OF SALEM
COMMON COUNCIL CAUCUS MEETING AGENDA
September 9, 2024
6:30PM

OPENING 6:30PM

PLEDGE OF ALLEGIANCE: Council President Tim Gregory

INVOCATION: Councilman Earl Gage

The Clerk read the following: Notice of this meeting has been provided to the south Jersey Times and the Elmer Times and is posted on the City Hall Bulletin Board stating the time and the place of the meeting.

Roll Call:

Present: Cline, Gage, Gregory, Groce, Kellum, Loatman, Long, Smith

Also present: Admin/Clerk Ben Angeli, Solicitor Ranieri, Deputy Clerk Mandy Renner.

Approval of Bills:

Motion: Gage and Second: Kellum

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

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

Public Portion for Agenda Items Only:

Motion to open: Gage and Second: Kellum

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

Joyce Johnson questioned Ordinance 24-27 and Resolution 2024-233. Solicitor Ranieri explained that the City will be selling to a redeveloper under the redevelopment law.

Motion to close the public portion on agenda items: Gage and second: Kellum

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

Communications/Applications/Reports

This is the first reading and introduction. The public hearing for ordinance 24-27 will be October 15, 2024, at 6:30pm.

ORD. 24-27 An Ordinance of the City of Salem, County of Salem, New Jersey authorizing execution of a purchase and sale agreement with the Cumberland County Improvement Authority (the "Redeveloper") for the purchase of City-Owned Property known as Block 70, Lots 30,33, 35, 36.01 & 36.02 and Block 71, Lots 6 &28

Motion to close the public portion on agenda items: Gage and second: Kellum
Roll Call: Cline-Yes, Gage-Yes, Groce-Yes, Kellum-Yes, Loatman-Yes, Smith-Yes, Gregory-Yes

Introduction of Resolutions for Consideration:

RES 2024-233 A Resolution of the City of Salem, County of Salem, New Jersey authorizing execution of a purchase and sale agreement with the Cumberland County Improvement Authority (the "Redeveloper") for the purchase of City-Owned Property known as Block 70, Lots 30,33, 35, 36.01 & 36.02 and Block 71, Lots 6 &28

Motion to adopt: Gage and Second: Kellum
All Council Members present voted in favor in voice vote

Resolutions 2024-234 through 2024-240 will be done as a consent agenda.

RES 2024-234 A Resolution appointing Betsy McBride and Karin Morris to the City of Salem Historical Preservation Commission.

RES 2024-235 A Resolution authorizing changing the official signer for the Salem City TTL Redemption account at Franklin Bank

RES 2024-236 A Resolution authorizing changing the official signer for the Salem City TTL Redemption account at Franklin Bank

RES 2024-237 Resolution authorizing executive session
(8) Matters relating to employment relationship

RES 2024-238 Resolution approving the corrective action plan in connection with the audit report for year 2023

RES 2024-238 A Resolution to accept the City engineer's cost proposal for professional services the demolition of 303 East Broadway authorizing the City Engineer to begin and complete the demolition process

RES 2024-240 A Resolution authorizing the foreclosure of Tax titles

Resolutions 2024-234 through 2024-240

Motion Gage and Second Kellum.

Roll Call: Cline-Yes, Gage-Yes, Groce-Yes, Kellum-Yes, Loatman-Yes, Smith-Yes, Gregory-Yes

Resolution 2024-241 is the resolution to Amend the Budget. This the first reading. The hearing on the amended budget will be held on September 16, 2024 at the Old County Courthouse, 113 Market Street, Salem NJ as part of the Regular Council meeting.

Res 2024-241 Resolution to amend the budget

Motion Gage and Second Kellum.

Roll Call: Cline-Yes, Gage-Yes, Groce-Yes, Kellum-Yes, Loatman-Yes, Smith-Yes, Gregory-Yes

Res 2024-242 A Resolution to accept the City Engineer's cost proposal for professional services for GIS Storm Water Sewer mapping.

Motion: Gage and Second: Kellum

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

Committee Reports and Discussion:

Administration (Cline, Gage, Groce, Kellum) Cline asked council to read over the modified job description for the Management specialist position.

Public Safety (Groce, Gage, Gregory, Cline) Groce stated that the Police Department is still in between systems. Chief Brooks announced that the shot spotter report showed that the gun violence is down 8.3% from last year.

Public Works (Smith, Loatman, Gage, Groce) Loatman advised Council that the Public Works Manager position is still in the works.

Ordinance (Long, Cline, Kellum) Nothing to report.

Neighborhood Initiatives/Parks and Recs (Gregory, Long, Loatman) Deputy Clerk Mandy advised Council that the pool project is still in the works. R&V submitted the Bid Packet for Green Acres to review.

Economic and Community Development (Smith, Davis, Gregory, Cline) Nothing to report.

Housing (Cline, Loatman, Long, Groce/Gage) Nothing to report

Mayoral Comments: Noting to report

CFO Report: Nothing to report

Old Business: Loatman questioned the status of the 4-way signs being placed on Grives Parkway. Ben Angeli replied that the city is in the process of getting them put up. Gregory also replied that some street signs are still missing on certain streets.

New Business: Groce advised council that he reached out to Stacy Pennington at the County office regrading department audits.

Public Portion:

Motion to open: Gage Second: Kellum
All Council Members present voted in favor in a voice vote

Betsy McBride wanted to Thank Council on behalf of Stand up for Salem for considering their proposal.

Bill Corbin asked is any spaying is happening for mosquito control. Ben Angeli replied that the schedule has not been sent out.

Kia Parsons wanted to thank Tim Gregory and Mandy Renner for showing support on behalf of the city at Ballin for Peace.

Jermain Key expressed concern on cars speeding in his neighborhood. Jermain suggested that speed bumps be put in.

Ms. Davis expressed concerns for the City of Salem still not having a grocery store.

Joyce Johnson questioned the states of the Public works manager position. Loatman replied that they are still in the process.

Kevin Mitchell advised council that a Solar company will be attending the next Council meeting to do a presentation.

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

Executive Session:

Motion to go into executive session: Gage and Second Kellum
All Council Members present voted in favor in a voice vote.

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

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

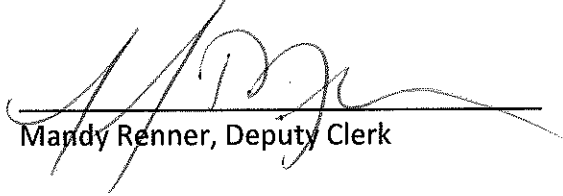
Motion to leave executive session: Gage and Second: Kellum

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

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

THE NEXT COMMON COUNCIL CAUCUS MEETING WILL BE
September 16, 2024 AT 6:30 PM

Minutes respectfully submitted by:



Mandy Renner, Deputy Clerk

**CITY OF SALEM
ORDINANCE 24-27**

**AN ORDINANCE OF THE CITY OF SALEM, COUNTY OF SALEM, NEW JERSEY
AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH
THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY (the
“REDEVELOPER”) FOR THE PURCHASE OF CITY-OWNED PROPERTY
KNOWN AS BLOCK 70, LOTS 30, 33, 35, 36.01 & 36.02 AND BLOCK 71, LOTS 6 &
28**

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

WHEREAS, the Mayor and Common Council of the City (the “**City Council**”) adopted Resolution 13-152, which designated the entirety of the City of Salem, Salem County, State of New Jersey as an “Area in Need of Rehabilitation” pursuant to the criterion set forth in N.J.S.A. 40A:12A-14; and

WHEREAS, by way of Ordinance No. 22-07, the City Council adopted a redevelopment plan entitled, “Redevelopment Plan for the City of Salem”, dated June 2022 (the “**Redevelopment Plan**”) which sets forth, *inter alia*, the plans for the rehabilitation and redevelopment of the City, including property known as Block 70, Lots 30, 33, 35, 36.01, 36.02 and Block 71, Lots 6 and 28 as shown on the Official Tax Map of the City (the “**Property**”); and

WHEREAS, the Redeveloper was designated by the City as redeveloper for the Property via a Shared Services Agreement, dated May 5, 2023 (the “**Shared Services Agreement**”), entered into between the City and the Redeveloper; and

WHEREAS, the Redevelopment Plan provides a broad overview for the planning, development, redevelopment and rehabilitation of the City; and

WHEREAS, the City is the owner of the Property and the City has been in discussions with the Redeveloper regarding the rehabilitation and redevelopment of the Property; and

WHEREAS, the Redevelopment Law provides a process for redevelopment entities to enter into agreements with redevelopers to carry out and effectuate the terms of a redevelopment plan; and

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

WHEREAS, the City Council previously designated itself as the Redevelopment Entity pursuant to the Redevelopment Law and is responsible for implementing the Redevelopment Plan; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8(g), a Redevelopment Entity may convey property to any other party without public bidding and at such prices and upon such terms as it deems reasonable; and

WHEREAS, the Redeveloper has proposed to purchase the Property from the City, subdivide a portion of the Property, including subdividing Block 71, Lot 28 into two (2) lots and merging Block 70, Lots 35, 36.01 and 36.02 into one (1) lot, so there are six (6) separate buildable parcels in total (each, a “**Parcel**”), and construct on the Property a rehabilitation project consisting of the development of six (6) single-family,

three-bedroom homes (one home on each Parcel), which will be sold to low- and moderate-income first-time homebuyers, together with associated on-site and off-site improvements, all in accordance with the Redevelopment Law and Redevelopment Plan (the “Project” or “Project Improvements”); and

WHEREAS, the City and Redeveloper have entered, or will enter, into a Redevelopment Agreement of even date hereof (the “Redevelopment Agreement”) setting forth the terms and conditions of the Redevelopment of the Property; and

WHEREAS, the City and Redeveloper have engaged in such preliminary negotiations concerning the purchase and sale, rehabilitation, and redevelopment of the Property, and the City Council has determined that it is in the best interest of the City to enter into a Prurchase and Sale Agreement with the Redeveloper for the purchase and sale of the Property in accordance with the Redevelopment Law, Redevelopment Plan, and Redevelopment Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Salem, County of Salem, State of New Jersey, that:

Section 1. The City hereby authorizes the sale of the Property identified as Block 70, Lots 30, 33, 35, 36.01 and 36.02 and Block 71, Lots 6 and 28 on the Official City of Salem Tax Map, also known as the “Linden St Properties,” to the Cumberland County Improvement Authority or their successors and assigns subject to the terms of a negotiated Agreement of Sale and Redevelopment Agreement.

Section 2. The Mayor, Administrator, or City Clerk are hereby authorized to execute the Agreement of Sale for the sale of Block 70, Lots 30, 33, 35, 36.01 and 36.02 and Block 71, Lots 6 and 28 for consideration in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

Section 3. The Mayor, Administrator, or City Clerk, as may be required, are authorized to execute any documents necessary to effectuate the sale of the property, including a Redevelopment Agreement, the form of which documents are conditioned upon final review and approval of Council.

Section 4. The Agreement of Sale, once executed, shall remain on file in the City Clerk’s Office and may be viewed during regular business hours.

Section 5. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. This Ordinance shall take effect after final adoption and publication according to law.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on September 9, 2024. Public Hearing shall take place on October 15, 2024.

Date

Ben Angeli, RMC

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

Date

Dr. Jody Veler, Mayor

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on October 15, 2024.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2024 -233**

**A RESOLUTION OF THE CITY OF SALEM, COUNTY OF SALEM, NEW JERSEY
AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH
THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY (the
“REDEVELOPER”) FOR THE REDEVELOPMENT OF PROPERTY KNOWN AS
BLOCK 70, LOTS 30, 33, 35, 36.01, 36.02 AND BLOCK 71, LOTS 6 AND 28**

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

WHEREAS, the Mayor and Common Council of the City (the “**City Council**”) adopted Resolution 13-152, which designated the entirety of the City of Salem, Salem County, State of New Jersey as an “Area in Need of Rehabilitation” pursuant to the criterion set forth in N.J.S.A. 40A:12A-14; and

WHEREAS, by way of Ordinance No. 22-07, the City Council adopted a redevelopment plan entitled, “Redevelopment Plan for the City of Salem”, dated June 2022 (the “**Redevelopment Plan**”) which sets forth, inter alia, the plans for the rehabilitation and redevelopment of the City, including property known as Block 70, Lots 30, 33, 35, 36.01, 36.02 and Block 71, Lots 6 and 28 as shown on the Official Tax Map of the City (the “**Property**”); and

WHEREAS, the Redeveloper was designated by the City as redeveloper for the Property via a Shared Services Agreement, dated May 5, 2023 (the “**Shared Services Agreement**”), entered into between the City and the Redeveloper; and

WHEREAS, the Redevelopment Plan provides a broad overview for the planning, development, redevelopment and rehabilitation of the City; and

WHEREAS, the City is the owner of the Property and the City has been in discussions with the Redeveloper regarding the rehabilitation and redevelopment of the Property; and

WHEREAS, the Redevelopment Law provides a process for redevelopment entities to enter into agreements with redevelopers to carry out and effectuate the terms of a redevelopment plan; and

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

WHEREAS, the City Council previously designated itself as the Redevelopment Entity pursuant to the Redevelopment Law and is responsible for implementing the Redevelopment Plan; and

WHEREAS, the Redeveloper has proposed to purchase the Property from the City, subdivide a portion of the Property, including subdividing Block 71, Lot 28 into two (2) lots and merging Block 70, Lots 35, 36.01 and 36.02 into one (1) lot, so there are six (6) separate buildable parcels in total (each, a “**Parcel**”), and construct on the Property a rehabilitation project consisting of the development of six (6) single-family, three-bedroom homes (one home on each Parcel), which will be sold to low- and moderate-income first-time homebuyers, together with associated on-site and off-site improvements, all in accordance with the Redevelopment Law and Redevelopment Plan (the “**Project**” or “**Project Improvements**”); and

WHEREAS, the City and Redeveloper have entered, or will enter, into a Purchase and Sale Agreement of even date hereof (the **“Purchase Agreement”**) setting forth the terms and conditions of the purchase and sale of the Property; and

WHEREAS, the City and Redeveloper have engaged in such preliminary negotiations concerning the purchase and sale, rehabilitation, and redevelopment of the Property, and the City Council has determined that it is in the best interest of the City to enter into additional negotiations with Redeveloper, and therefore, to enter into Redevelopment Agreement regarding the purchase and sale, rehabilitation, and redevelopment of the Property, including the terms and conditions of the purchase and sale of the Property and development of six (6) single-family, three-bedroom homes thereon in accordance with the Redevelopment Law and Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Salem, in the County of Salem, New Jersey and pursuant to and in accordance with the Redevelopment Law, hereby authorizes Mayor Doctor Jody Veler to execute this Redevelopment Agreement.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2024-234**

A RESOLUTION APPOINTING BETSEY MCBRIDE AND KARIN MORRIS TO THE CITY OF SALEM HISTORICAL PRESERVATION COMMISSION

WHEREAS, appointments to serve on the Salem City Historic Preservation Committee are made by the Mayor with advice and consent of the members of the Common Council; and

WHEREAS, Annalisa Moritz and Sheila Palmer are no longer active members of the Salem City Historic Preservation Committee; and

WHEREAS, Mayor Veler wishes to appoint Betsey McBride as a Class B member of the Salem City Historic Preservation Committee with a term that expires 12/31/25; and

WHEREAS, Mayor Veler wishes to appoint Karin Morris as an alternate member of the Salem City Historic Preservation Committee with a term that expires 12/31/26; and

BE IT HEREBY RESOLVED pursuant to NJSA 40:55D-107 and City Code Sections 130-71; the Mayor of the City of Salem, County of Salem and State of New Jersey hereby appoints **BETSEY MCBRIDE and KARIN MORRIS** to the City of Salem Historical Preservation Commission.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2024-235**

**A RESOLUTION AUTHORIZING CHANGING THE OFFICIAL
SIGNER FOR THE SALEM CITY TTL REDEMPTION ACCOUNT
AT FRANKLIN BANK**

WHEREAS, Jennifer Koeturius was appointed as the Tax collector for the City of Salem; and

WHEREAS, Jennifer Koeturius will be required to issue checks from the City of Salem TT&L REDEMPTION ACCOUNT at Franklin Bank 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, **Jennifer Koeturius** is authorized to sign checks for the City of Salem bank account listed on exhibit "A".

BE IT FURTHER RESOLVED by the Common Council of the City of Salem in the State of New Jersey that the former City Tax Collector, **William McCafferty** be removed as authorized to sign checks on the account as listed on exhibit "A".

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC

RESOLUTION 2024-235
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 2024-236**

**A RESOLUTION AUTHORIZING CHANGING THE OFFICIAL
SIGNER FOR THE SALEM CITY TTL REDEMPTION ACCOUNT AT TD BANK**

WHEREAS, Jennifer Koeturius was appointed as the Tax collector for the City of Salem; and

WHEREAS, Jennifer Koeturius will be required to issue checks from the City of Salem TT&L REDEMPTION ACCOUNT at TD Bank 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, **Jennifer Koeturius** is authorized to sign checks for the City of Salem bank account listed on exhibit "A".

BE IT FURTHER RESOLVED by the Common Council of the City of Salem in the State of New Jersey that the former City Tax Collector, **William McCafferty** be removed as authorized to sign checks on the account as listed on exhibit "A".

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC

RESOLUTION 2024-236
EXHIBIT "A"

City of Salem (Tax ID 2166001146)

Account:

TT&L REDEMPTION ACCOUNT

Account Number:

4416615750

TD Bank

Salem City Branch

443 EAST Broadway

Salem NJ 08079

CITY OF SALEM
RESOLUTION 2024-237

RESOLUTION AUTHORIZING EXECUTIVE SESSION

(8) *Matters relating to the employment relationship*

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

- (1) ***Matters Required by law to be confidential:*** Any matter which by express provision of the Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
 - (2) **Any matter in which the release of information would impair the right to receive federal funding.**
 - (3) ***Matters involving individual privacy:*** Any matter, the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations or other personal material of any education, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned .
 - (4) ***Matters pertaining to a collective bargaining agreement:*** Any matter involving a collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
 - (5) ***Matters relating to the purchase, lease acquisition of real property or investment of public funds:*** Any matter involving the lease, purchase or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
 - (6) ***Matters of public protection:*** Any tactic and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection.
 - (7) ***Matters relating to litigation, negotiations and attorney-client privilege:*** Any matter of pending or anticipated litigation or contract negotiation other than in (4) above in which the City is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required for the attorney to exercise ethical duties as a lawyer.
 - (8) ***Matters relating to the employment relationship:*** Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of , promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all of the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed in public.
 - (9) ***Deliberations after public hearing:*** Deliberations by the City occurring after a public hearing that may result in a civil penalty or the suspension or loss of a license or permit of a responding party.;
- and

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

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council will go into closed session to discuss the following, described as specifically as possible without undermining the need for confidentiality in accordance with the aforesaid provisions of the Open Public Meetings Act, after which it will reconvene in the public:

(8) Matters relating to the employment relationship – Update on open positions and possible salary offers and negotiations.

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

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

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

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Timothy Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2024-238**

**RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN IN
CONNECTION WITH THE AUDIT REPORT FOR YEAR 2023**

WHEREAS, The City of Salem, County of Salem, State of New Jersey has received the Audit Report for the Year 2023 ("2023 Audit Report"); and

WHEREAS, the Annual Audit Report makes various findings and recommendations; and

WHEREAS, the Local Finance Board in the Division of Local Government Services in the New Jersey Department of Community Affairs requires that a Corrective Action Plan be prepared by the Chief Financial Officer with the assistance of other officials affected by the audit recommendations which covers all findings and recommendations in the 2023 Audit Report and sets forth for each finding:

- a) A description of the deficiency (i.e., finding, observation, questioned costs)
- b) An analysis of why the deficiency occurred
- c) A description of procedures to be used to correct the deficiency or reason why the finding will not be corrected
- d) An expected date of implementation (which is required to be no later than six months after the date of the 2022 Audit Report); and

WHEREAS, a Corrective Action Plan has been prepared in accordance with the requirements of the Local Finance Board, attached hereto and made a part hereof; and

WHEREAS, the Chief Financial Officer of the Township has recommended that the governing body approve the Corrective Action Plan attached hereto.

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

1. The Corrective Action Plan for Audit Year 2020 attached hereto is hereby approved by the governing body of the Common Council of the City of Salem.
2. The Chief Financial Officer, along with all other appropriate officers and employees of the City are hereby authorized and directed to implement the Corrective Action Plan as approved herein.
3. A copy of this resolution and Corrective Action Plan shall be submitted to the Division of Local Government Services and placed on file in the office of the Township Clerk.
4. This resolution shall take effect immediately.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Common Council of the City of Salem, County of Salem State of New Jersey at a duly convened meeting held on December 18, 2023.

Finding No. 2023.-001

Criteria or Specific Requirement

The New Jersey Administrative code (N.J.A.C.) section 5:30-5.6 requires municipalities to maintain a fixed asset ledger

Condition:

A fixed asset ledger was not maintained for the year 2023.

Context:

A fixed asset ledger was not provided for examination.

Effect or Potential Effect:

The lack of fixed asset impairs the ability for the City to maintain control of its fixed assets. It is also a matter of non-compliance with N.J.A.C. section 5:30-5.6

Cause:

Failure to maintain fixed asset ledger

Recommendation:

That the fixed asset is maintained in accordance with New Jersey Administrative Code section 5:30-5.6

Analysis: Due to budgetary constraints and lack of personnel the City has not able to maintain fixed assets

Corrective Action Plan: The Chief Financial Officer will obtain from the insurance company a list of insurance city property and begin its fixed assets inventory list of insured properties and add assets as the City makes purchases.

Implementation: Immediately.

Finding No. 2023-002**Criteria or Specific requirement:**

Tax Title Lien redemption fund acts as an agency fund to account for individuals depositing moneys with the City, for the City to payback a lien holders on behalf of that individual, for the tax certificate the lienholder bought at a tax sale.

Condition

An analysis of the balance in the trust other fund's - reserve for tax title liens redemption is not properly maintained during 2023, but still has unidentified liens that agrees with the cash balance in the tax title lien redemption fund could not be provided for examination.

Context

An analysis of the undisbursed liens that agrees with the cash balance in the tax title lien redemption fund could not be provided for examination.

Effect or Potential Effect:

Undisbursed prior year funds are being held in the Tax Title Lien Account

Cause:

Inadequate control over accounting records

Recommendation

The balance of the trust other fund's- reserve for tax title liens redemption is analyzed and proper disposition made

Corrective Action Plan: The Tax Collector and Chief Financial Officer will on a monthly basis reconcile the account and analyze premiums over five years old and cancel via resolution.

Implementation: Immediately

Finding No. 2023-003

Criteria or Specific requirement

New Jersey Statutes Annotated (N.J.S.A.) 40A: 5-17 requires that claims shall only be approved upon the determination of proper and sufficient appropriation for the payments to be made.

Condition

Budget Line Items were over-expended prior to transfers.

2023 Current and Utility fund budget had over expenditure

Utility Funds 2022 Appropriation Reserves were over-expended.

Context

A review of Budget Account Status Reports showed over-expenditures.

Effect and Potential Effect

This is non-compliance with NJSA 40A:5-17 resulted in over expenditures that were required to be raised in the succeeding year's budget

Cause:

Expenditures are made without having sufficient appropriations

Recommendation

Corrective Action Plan: The Chief Financial Officer will only approve requisitions/ purchase orders will sufficient funding in the appropriations line item to prevent over-expenditures.

Implementation: Immediately

Finding No. 2023-004

Criteria or Specific Requirement

A sound framework of internal control requires:

A properly maintained general ledger for all funds

Written procedures for all financial transactions

A properly maintained utility revenue fund

A properly maintained current fund revenue account status

Condition

The following internal control deficiencies have been identified:

General ledgers for all funds were not properly maintained.

No written procedures are maintained by the City for cash receipts or disbursements, including payroll procedures.

Utility fund revenue account status was not properly maintained.

Current fund revenue account status was not properly maintained.

Context

Balanced general ledgers were not provided for examination.

Written procedures for all financial transactions were not provided for examination

Utility funds revenue account status contained many misclassifications of revenues

Current fund revenue account status contained many classifications of revenues

Effect or Potential Effect

Error are more likely to occur in the City's financial transactions and not be detected on a timely basis

Cause

Failures to:

Properly maintain a general ledger for all funds

Prepare written procedures for all financial procedures

Properly maintain a utility fund revenue account status

Properly maintain a current revenue account status

Recommendation:

That the general ledger for all funds are properly maintained, written procedures for all financial transaction are prepared, a utility fund revenue account status is properly maintained, and a current fund revenue account status is properly maintained.

Corrective Action Plan: The Chief Financial Officer will balance the general ledgers for all funds

The Chief Financial Officer will train staff and write procedures for all financial transactions, signature stamps have been destroyed. Utility fund revenue account status is being reviewed before bills go out.

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Implementation: Immediately

Finding No. 2023-005

Criteria or Specific requirement

Duties of the Tax/Utility Collector require properly maintaining the following ledgers:

Special charges

Water/Sewer billings and collections

overpayments

Condition

The special charges ledger, lien ledger, and water/sewer billings and collections ledger were not properly maintained.

Context

Tax balances on multiple tax levy years have not been transferred to the special charges ledger.

Properties in bankruptcy on the special charges ledger have not been adequately reviewed to determine if they are eligible for tax sale.

Water/sewer billings and collections ledger shows many billing errors.

Effect or Potential Effect

Noncompliance with the duties of the Tax/Utility Collector. Errors or irregularities could develop and not be detected on a timely basis

Cause

Failure to maintain the special charges ledger, water/sewer billings and collection ledger, overpayment ledger are properly maintained

Recommendation

That the special charges ledger, water/sewer billings and collection ledger and overpayment ledgers are properly maintained

Corrective Actions Plan: The Tax collector will comply with his/her duties and review all ledgers.

Implementation: Immediately

Finding No. 2023-006

Criteria or Specific Requirement

Internal controls required a detailed analysis of the balance in the Reserve for Developers Escrow in the Trust Others fund be properly maintained on a monthly basis

Condition

An analysis of the balance in the Reserve for Developers escrow

Context

An analysis of the reserve for Developers Escrow in the Trust- other trust fund was not provided for examination.

Effect or Potential Effect

Balances could contain errors which may result in a deficit in a developers escrow account.

Cause

Failure to properly maintain analysis of the balance.

Recommendation

That the analysis of the balance in the reserve for developers escrow in the Trust- other trust be properly maintained

Corrective Action Plan: The Chief Financial Officer will review, examine developers escrow accounts and their balances to avoid deficits and perform monthly reconciliations

Finding No. 2022-007

Criteria or Specific Requirement

N.J.S.A. 40A:9-133 details the duties of the municipal clerk, which include the preparation of the minutes.

Condition

The minutes were not properly maintained.

Context

All minutes were not bound or maintained in an acceptable loose-leaf type of book and paged numbered.

Effect or Potential Effect

There is not an acceptable official record of the City Council meetings.

Cause

Unknown

Recommendation

That the minutes are properly maintained in accordance with N.J.S.A. 40A:9-133.

Corrective Actions Plan:

The Municipal Clerk will properly maintain Council meeting minutes

Implementation: Immediately

Finding No. 2022-008

Criteria or Specific requirement

A strong system of internal accounting controls dictates that all bank account are reconciled properly and on a timely basis

Condition:

Some bank account were not reconciled properly or on a timely basis.

Context

Examination of bank account reconciliations showed some were not prepared properly or on a timely basis

Cause

Unknown

Recommendation

That all bank accounts are reconciled properly and on a timely basis

Corrective Action Plan:

The CFO and Deputy Treasurer are to reconcile bank accounts on a timely basis

Implementation: Immediately

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2024-239**

**A RESOLUTION TO ACCEPT THE CITY ENGINEER’S COST PROPOSAL
FOR PROFESSIONAL SERVICES FOR THE DEMOLITION OF
303 EAST BROADWAY AUTHORIZE THE CITY ENGINEER TO BEGIN
AND COMPLETE THE DEMOLITION PROCESS**

WHEREAS, the City of Salem intends to conduct the demolition of the structure at 303 East Broadway in the City; and

WHEREAS, the State of New Jersey DCA Construction Official issued the owner of the building at 303 East Broadway in the City of Salem a “Notice of Imminent Hazard” on 6/9/22; and

WHEREAS, the State of New Jersey DCA Construction Official certified and completed a “Certification of a Structure as an Imminent & Extreme Hazard” for the structure at 303 East Broadway (Block 65, Lot 23) in the City of Salem on 5/24/23; and

WHEREAS, the City Engineer has presented a proposal with a not to exceed amount of \$3,500.00 that includes Construction Management; and

WHEREAS, the City of Salem CFO has certified that the funds are available from the following account _____.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, to accept the proposal of the City Engineer’s (BRYSON AND YATES) for professional services (Attachment “A”) for the demolition of 303 East Broadway within the City of Salem.

THEREFORE, BE IT HEREBY FURTHER RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the City Engineer, Bryson and Yates is authorized to begin and complete the demolition process of various structures within the City of Salem.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC



BRYSON & YATES

CONSULTING ENGINEERS, LLC

Jonathan A. Bryson, P.E., C.M.E.
President

Bret T. Yates
Vice President

307 Greentree Road
Sewell, New Jersey 08080
Phone 856-589-1400
Fax 856-582-7976

SENT VIA E-MAIL ONLY

August 26, 2024
File No. 24300

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

**Re: Proposal for Engineering Services for Demolition
Demolition of 303 East Broadway
City of Salem, County of Salem, State of New Jersey**

Dear Mr. Angeli:

We are pleased to submit our proposal for engineering design, request for quotes, and support services for the demolition of 303 East Broadway. The following is a detailed description of our services which includes but is not limited to, surveying, permitting, the preparation of technical specifications and the preparation quote documents.

SCOPE OF WORK

I. Design

1. Review any existing plans, reports, or other available information related to the existing structures.
2. Prepare a general description of the structure being demolished.
3. Prepare specifications and quote documents for the structure being demolished.
4. Prepare an engineer's estimate of probable costs for the demolition.
5. Submit bid documents to the City for the purpose of review and coordination.

II. Request for Quotes

1. Submit the quote documents to several demolition companies.
2. Review the responses and provide a quote summary.
3. Submit a Recommendation of Award of the best applicant.
4. Submit the notice of award to the awarded contractor.

III. Construction Management

1. Provide review of Contractor's project submittals and requests for information during the demolition.
2. Coordinate a pre-construction meeting with the Contractor and the City.



3. Provide part-time onsite inspection of the demolition work to ensure compliance with the project documents.
4. Prepare daily inspection reports for each day the inspector is onsite.
5. Prepare and issue a final punchlist for each property included in the scope of work.
6. Provide construction administration services including review and recommendation of payment requests.

Specification Exclusions

The following work items are specifically excluded:

- Preparation of applications for review by regulatory agencies not specifically indicated.
- Application fees for review and/or permits from regulatory agencies, as these will be paid directly by the Municipality.
- Specific identification of underground storage tanks. Any tanks discovered during demolition of the buildings will be removed using contingencies incorporated into the bid contract.
- Testing and reporting for materials such as asbestos and lead will not be included.

If unforeseen and/or unanticipated work items arise, our office can provide a separate scope of service and cost proposal for consideration and approval by the City.

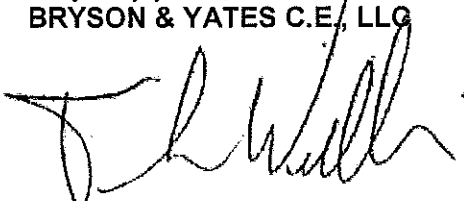
Price Proposal – Consultant Services:

Please find our schedule of fees for the project to be billed on an hourly basis not to exceed.

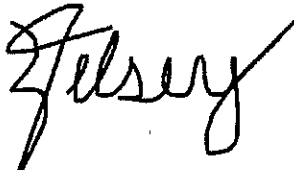
Engineering / Design & Quote Documents	\$1,500.00
Request for Quotes	\$ 500
Construction Management	<u>\$ 1,500.00</u>
Total	\$3,500.00

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,
BRYSON & YATES C.E./LLC



Theodore Wilkinson, P.E., C.M.E.



Zachary D. Telsey
 EIT

**CITY OF SALEM
RESOLUTION 2024-240**

**A RESOLUTION AUTHORIZING THE FORECLOSURE OF
TAX TITLE LIENS IN REM**

WHEREAS, pursuant to the provisions of N.J.S.A. 54:5-104.29 et seq., the Tax Collector of the City of Salem has certified to the City Council that the City of Salem, a municipality in the County of Salem, New Jersey is the holder of certain Tax Sale certificates covering the lands for the amounts, including subsequent municipal liens, as shown on the Tax Foreclosure list hereto annexed and made a part hereof being schedules 5; and

WHEREAS, the Mayor and Council of the City of Salem desire to proceed with the foreclosure action on five (5) municipal Tax Lien Certificates on September 10, 2024.

WHEREAS, the City of Salem CFO has certified that the funds are available from the following account _____.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Salem that the City of Salem Tax Collector and the City Solicitor, Nicholas Ranieri is authorized to foreclose said certificates by summary proceedings, In Rem as provided by N.J.S.A. 54:5-104.29 to 54:5-104.75

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

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC

EXHIBIT "A"

SCHEDULE #	DESCRIPTION BLOCK-LOT	CERT # SALE DATE	RECORDING DATE BOOK/PAGE	\$ SALE	\$ SUBS	REDEEM AS OF 16-Sep-24	OWNER PER TAX DUPLICATE	ASSESSMENT PER TAX DUPLICATE	OTHER LIENHOLDER(S)
1	GRIFFITH STREET 3/23 (ADTL LOT 26)	22-00001 13-Sep-23	28-Sep-23 4677/486	\$380,098.17	\$987,511.36	\$1,367,609.53	PALLASITE REO 2018-1 LLC 1603 ORRINGTON AVE, 13 FL EVANSTON IL 60201	5,220,000	NA
2	GRIFFITH STREET 4/1	22-00002 13-Sep-23	28-Sep-23 4677/489	\$17,201.16	\$44,286.44	\$61,784.60	PALLASITE REO 2018-1 LLC 1603 ORRINGTON AVE, 13 FL EVANSTON IL 60201	235,500	NA
3	83 GRIFFITH STREET 11/28	22-00004 13-Sep-23	28-Sep-23 4677/492	\$20,870.68	\$43,685.10	\$64,555.78	PALLASITE REO 2018-1 LLC 1603 ORRINGTON AVE, 13 FL EVANSTON IL 60201	225,100	NA
4	GRIFFITH STREET 11/47	22-00005 13-Sep-23	28-Sep-23 4677/495	\$18,591.54	\$143,155.13	\$57,487.95	PALLASITE REO 2018-1 LLC 1603 ORRINGTON AVE, 13 FL EVANSTON IL 60201	200,400	NA
5	GRIFFITH STREET 12/4	22-00006 13-Sep-23	28-Sep-23 4677/498	\$256.03	\$113,536.45	\$785.97	PALLASITE REO 2018-1 LLC 1603 ORRINGTON AVE, 13 FL EVANSTON IL 60201	3,000	NA

CITY OF SALEM
COUNTY OF SALEM
RESOLUTION NO. 2024-241

RESOLUTION TO AMEND BUDGET

WHEREAS, the local municipal budget for the year 2024 was approved on the 8th day of April 2024, and

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

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Salem, County of Salem, that the following amendments to the approved budget of 2024 be made:

Recorded Vote

Aye

Nay

Abstained

Absent

CURRENT FUND

	<u>From</u>	<u>To</u>
GENERAL REVENUES		
1. Surplus Anticipated	1,000,000.00	1,307,000.00
Total Surplus Anticipated	1,000,000.00	1,307,000.00
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations		
Transitional Aid	1,605,650.00	1,889,000.00
Reserve for Municipal Relief Fund	-	145,604.13
Total Section B: State Aid Without Offsetting Appropriations	3,018,235.00	3,447,189.13
3. Miscellaneous Revenues - Section F: Special Items of General Revenue		
Anticipated with Prior Written Consent of Director of Local Government		
Services - Public and Private Revenues Offset with Appropriations:		
Clean Communities	-	15,088.46
County of Salem ARP Funds	260,570.22	492,570.22
NJ DEP Town Bank Watershed and Pumping Station Study	-	51,900.00
Total Section F: Special Items of General Revenue Anticipated with Prior Written		
Consent of Director of Local Government Services - Public and Private Revenues	486,080.06	785,068.52
3. Miscellaneous Revenues - Section G: Special Items of General Revenue		
Anticipated with Prior Written Consent of Director of Local Government		
Services - Other Special Items:		
Reserve for Municipal Relief Fund	145,604.13	-
County of Salem ARP Funds	232,000.00	-
Total Section G: Special Items of General Revenue Anticipated with Prior Written		
Consent of Director of Local Government Services - Other Special Items	2,094,419.13	1,716,815.00
Summary of Revenues		
1. Surplus Anticipated (Sheet4, #1)	1,000,000.00	1,307,000.00
3. Miscellaneous Revenues		
Total Section B: State Aid Without Offsetting Appropriations	3,018,235.00	3,447,189.13
Total Section F: Special items of General Revenue Anticipated with Prior Written		
Consent of Director of Local Government Services-Public and Private Revenues	486,080.06	785,068.52
Total Section G: Director of Local Government Services-Other Special Items	2,094,419.13	1,716,815.00
Total Miscellaneous Revenues	5,801,034.19	6,151,372.65
5. Subtotal General Revenues (Items 1,2,3 and 4)	7,576,034.19	8,233,372.65
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	5,105,568.00	4,715,264.05
Total Amount to be Raised by Taxes for Support of Municipal Budget	5,166,758.63	4,776,454.68
7. Total General Revenues	12,742,792.82	13,009,827.33

	<u>From</u>	<u>To</u>
8. GENERAL APPROPRIATIONS		
(A) Operations - within "CAPS"		
Insurance		
Employee Group Insurance	1,875,810.00	1,487,148.00
Police Department		
Salaries and Wages	2,200,000.00	2,084,528.00
Landfill/Solid Waste Disposal Cost		
Other Expenses	175,950.00	139,725.00
Total Operations {item 8(A)} within "CAPS"	7,680,469.00	7,140,110.00
Total Operations Including Contingent - within "CAPS"	7,690,469.00	7,150,110.00
Detail		
Salaries and Wages	3,703,074.00	3,587,602.00
Other Expenses (Including Contingent)	3,987,395.00	3,562,508.00
(E) Deferred Charges and Statutory Expenditures - Municipal within "CAPS"		
Police and Firemen's Retirement System of NJ	623,342.00	533,201.00
Total Deferred Charges and Statutory Expenditures - Municipal within "CAPS"	1,244,166.38	1,154,025.38
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	8,934,635.38	8,304,135.38
(A) Operations - Excluded from "CAPS"		
Landfill/Solid Waste Disposal Cost		
Other Expenses	48,050.00	84,275.00
Police Department		
Salaries and Wages	-	115,472.00
Police and Firemen's Retirement System of NJ		
Insurance		
Employee Group Insurance	49,190.00	437,852.00
Total Other Operations - Excluded from "CAPS"	175,210.63	805,710.63
Public and Private Programs Offset by Revenues		
Clean Communities	-	15,088.46
County of Salem ARP Funds	260,570.22	492,570.22
NJ DEP Town Bank Watershed and Pumping Station Study	-	51,900.00
Total Public and Private Programs Offset by Revenues	486,580.06	785,568.52
Total Operations - Excluded from "CAPS"	874,290.69	1,803,779.15
Detail		
Salaries & Wages	-	115,472.00
Other Expenses	874,290.69	1,688,307.15
(C) Capital Improvements - Excluded from "CAPS"		
Capital Improvement Fund	50,000.00	10,000.00
Total Capital Improvements-Excluded from "CAPS"	50,000.00	10,000.00

(D) Municipal Debt Service - Excluded from "CAPS"		
Debt Service Guarantee	200,000.00	275,000.00
Total Municipal Debt Service-Excluded from "CAPS"	487,655.00	562,655.00
(E) Deferred Charges - Municipal - Excluded from "CAPS"		
(1) DEFERRED CHARGES:		
Emergency Authorizations	-	26,719.00
Total Deferred Charges - Municipal - Excluded from "CAPS"	-	26,719.00
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	1,427,899.69	2,419,107.15
(O) Total General Appropriations - Excluded from "CAPS"	1,427,899.69	2,419,107.15
(L) Subtotal General Appropriations {items (H-1) and (O)}	10,362,535.07	10,763,242.53
(M) Reserve for Uncollected Taxes	2,380,257.75	2,286,584.80
9. Total General Appropriations	12,742,792.82	13,009,827.33

8. GENERAL APPROPRIATIONS

Summary of Appropriations

(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	8,934,635.38	8,304,135.38
(A) Operations-Excluded from "CAPS"		
Other Operations	175,210.63	805,710.63
Public & Private Progs Offset by Revs.	486,580.06	785,568.52
Total Operations - Excluded from "CAPS"	874,290.69	1,803,779.15
(C) Capital Improvements	50,000.00	10,000.00
(D) Municipal Debt Service	487,655.00	562,655.00
(E) Total Deferred Charges	-	26,719.00
(M) Reserve for Uncollected Taxes	2,380,257.75	2,286,827.33
Total General Appropriations	12,742,792.82	13,009,827.33

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

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the South Jersey Times in the issue of September 13, 2024, and that said publication shall contain notice of public hearing on said amendment to be held at the Old County Courthouse, 113 Market Street on September 16, 2024 at 6:30pm.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the City Council on the 9th day of September, 2024.

Certified by:
Ben Angeli
City Clerk

**CITY OF SALEM
RESOLUTION 2024-242**

**A RESOLUTION TO ACCEPT THE CITY ENGINEER'S COST PROPOSAL
FOR PROFESSIONAL SERVICES FOR GIS STORM WATER SEWER MAPPING**

WHEREAS, in order to be in compliance with the NJDEP MS4 permit the City of Salem is required to have and maintain GIS mapping of the Storm Water Sewer System; and

WHEREAS, the City Engineer, Bryson and Yates has presented a proposal dated August 22, 2024 with a not to exceed amount of \$25,000.00; and

WHEREAS, the proposal is for surveying and engineering services for the preparation of a GIS map of the existing storm sewer inventory in the City of Salem; and

WHEREAS, the City of Salem CFO has certified that the funds are available from the following account _____.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, to accept the proposal of the City Engineer's (BRYSON AND YATES) for professional services (Attachment "A") for the preparation of a GIS map of the existing storm sewer inventory in the City of Salem.

THEREFORE, BE IT HEREBY FURTHER RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the City Engineer, Bryson and Yates is authorized to begin and complete the work as outlined in the submitted proposal received by the City in a letter dated August 22, 2024.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
S. Cline						
E. Gage						
V. Groce						
S. Kellum						
C. Loatman						
J. Long						
C. Smith						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on September 9, 2024.

Date

Ben Angeli, RMC



BRYSON & YATES
CONSULTING ENGINEERS, LLC

Jonathan A. Bryson, P.E., C.M.E.
President

Bret T. Yates
Vice President

307 Greentree Road
Sewell, New Jersey 08080
Phone 856-589-1400
Fax 856-582-7976

August 22, 2024
File No. 24296

Ben Angeli, RMC, City Clerk
City of Salem
125 W Broadway
Salem, New Jersey 08079

Re: GIS Storm Sewer Mapping
City of Salem, Salem County, New Jersey
Proposal for Services

Dear Mr. Angeli:

We are pleased to submit our proposal for surveying and engineering services for the preparation of a GIS map of the existing storm sewer inventory for the City of Salem.

Upon authorization, Bryson & Yates Consulting Engineers, LLC (B & Y) will mobilize to survey and produce an overall GIS map and data tables of the storm structures within the City limits.

Bryson & Yates Consulting Engineers, LLC proposes to perform the above services for a budget fee not to exceed \$25,000.00, invoiced on a time and material basis in accordance with our 2024 Fee Schedule. It should be noted that the fee includes surveying, drafting as well as digital shape-files.

All data collection and shapefiles will be prepared in accordance with the templates established and standards required by the NJDEP for compliance with the City's MS4 permit.

If the City should find this proposal acceptable, this office can proceed immediately upon receipt of a resolution authorizing services or a purchase order.

Should you have any questions, please contact this office at your convenience.

Respectfully,
BRYSON & YATES
CONSULTING ENGINEERS LLC

Zachary D. Telsey
EIT

**CITY OF SALEM
RESOLUTION 2024-208**

ALREADY DID
THE RESOLUTION
AGREEMENT IS
ON BOARD

**A RESOLUTION AUTHORIZING THE CITY OF SALEM TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SALEM HOUSING
AUTHORITY**

WHEREAS, The United States Department of Housing and Urban Development (HUD) issued a NOFO for the HUD Choice Planning Grant in July of 2022; and

WHEREAS, the City of Salem submitted a grant proposal to HUD for Choice Planning Grant for the property known as Westside Court which operates under the Salem Housing Authority; and


WHEREAS, the City of Salem was awarded a HUD Choice Planning Grant in the amount of \$500,000 to put together a plan for the site; and

WHEREAS, both the Salem Housing Authority and the City of Salem understand that each entity have specific scope of works and expectations to meet the guidelines of the grant; and

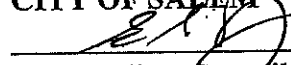
WHEREAS, The City of Salem and the Salem Housing Authority will enter into an 18 Month MOU pending final review of the City Solicitor prior to executing the MOU; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Salem, in the County of Salem, New Jersey hereby authorize the City of Salem to enter into an MOU with the Salem Housing Authority for the completion of the HUD Choice Planning Grant.

ATTEST:


~~Ben Angeli, RMC~~
Mandy Renner

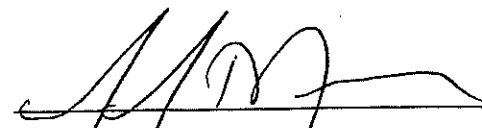
CITY OF SALEM


~~Sharon Cline, Council President~~
Earl Gage

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
E. Gage			X			
T. Gregory						X
V. Groce		X	X			
S. Kellum	X		X			
C. Loatman			X			
J. Long			X			
C. Smith			X			
S. Cline						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 July 15, 2024.

7/15/2024
Date


Mandy Renner, Deputy Clerk

WHEREAS, the City of Salem has significant experience in neighborhood planning and plan implementation with a long history of working with HUD programs such as the Community Development Block Grant Program to improve low-income neighborhoods in the City, the Neighborhood Stabilization Program, and the HOME Program that have helped improve the quality of life for the community.

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

SHA and the City will cooperate for the purposes of executing the FY22 Choice Neighborhoods Planning Grant funds and undertaking or assisting in undertaking eligible activities identified in the application for Planning Grant funds, including the development of a comprehensive Neighborhood Transformation Plan and Action Activities for the Westside Courts public housing property the surrounding area. Eligible Planning activities will include: completion of comprehensive needs assessments related to housing, people and neighborhood; technical planning studies; involvement of stakeholders including public housing residents, neighborhood residents, public and private organizations, businesses, neighborhood associations and other relevant stakeholders; planning for the collection and strategic use of relevant data; and strengthening the management and decision-making capacity of participating organizations. Eligible Action Activities are physical improvement, community development, and economic development projects that enhance and accelerate the transformation of the neighborhood and include: reclaiming and recycling vacant property; beautification, place making, and community arts projects.

2. SCOPE OF WORK

SHA and the City of Salem, New Jersey have made a commitment to work collaboratively throughout the entirety of the grant, for up to two years, to develop a Transformation Plan and lead Action Activities. City of Salem shall serve as the Lead Applicant for the purposes of the Choice Neighborhoods Planning Grant application and the Salem Housing Authority serve as co-partner for the purposes of Planning Grant development activities.

3. THE CITY OF SALEM ADMINISTRATION RESPONSIBILITY

In its role of Lead Applicant, City of Salem shall have overall responsibility to administer and implement the Choice Neighborhoods Planning Grant awarded by HUD. The City will: a) ensure that the planning project is carried out in compliance with all HUD requirements (grant agreement) in substantial compliance with the information provided in the grant application; b) determine the adequacy of performance under project agreements and procurement contracts; c) be responsible for the environmental review and any decision-making and action required for the Westside Courts property; d) submit all pertinent documents and reports to HUD as require

DRAFT PROPOSAL

REMEDICATION AND ABATEMENT OF LEAD BASED PAINT

FROM SALEM CITY OWNED RESIDENTIAL PROPERTIES

To: SALEM CITY COUNCIL

From: STAND UP FOR SALEM, INC.

Date: August 29, 2024

Overview:

The City of Salem is the registered owner of over 100 properties, some of which are residential and vacant. Stand Up for Salem (SUFS) is the recipient of a Lead Based Paint Hazard (LBPH) grant from the State of New Jersey over the next two years and seeks the opportunity to remediate the lead-based paint in some of those residential buildings in order to assist the city in getting properties ready for sale and back on the tax roles.

SUFS Proposes to:

- 1) Remediate LBPH in residential properties within the Neighborhood Revitalization Tax Credit (NRTC) mapped neighborhood
- 2) Remediate LBPH in one residential property at a time
- 3) Get approval from the city for access for each property and an agreement that the property will not be sold until the work is completed
- 4) Inspect the properties using DCA certified minority, women, and Veteran owned business as required by the grant
- 5) Perform the remediation using licensed EPA approved contractors
- 6) Re-Inspect the properties using a second authorized business
- 7) Notify the city upon approval from the inspector, providing all necessary documentation to appropriate offices.

Proposed Process:

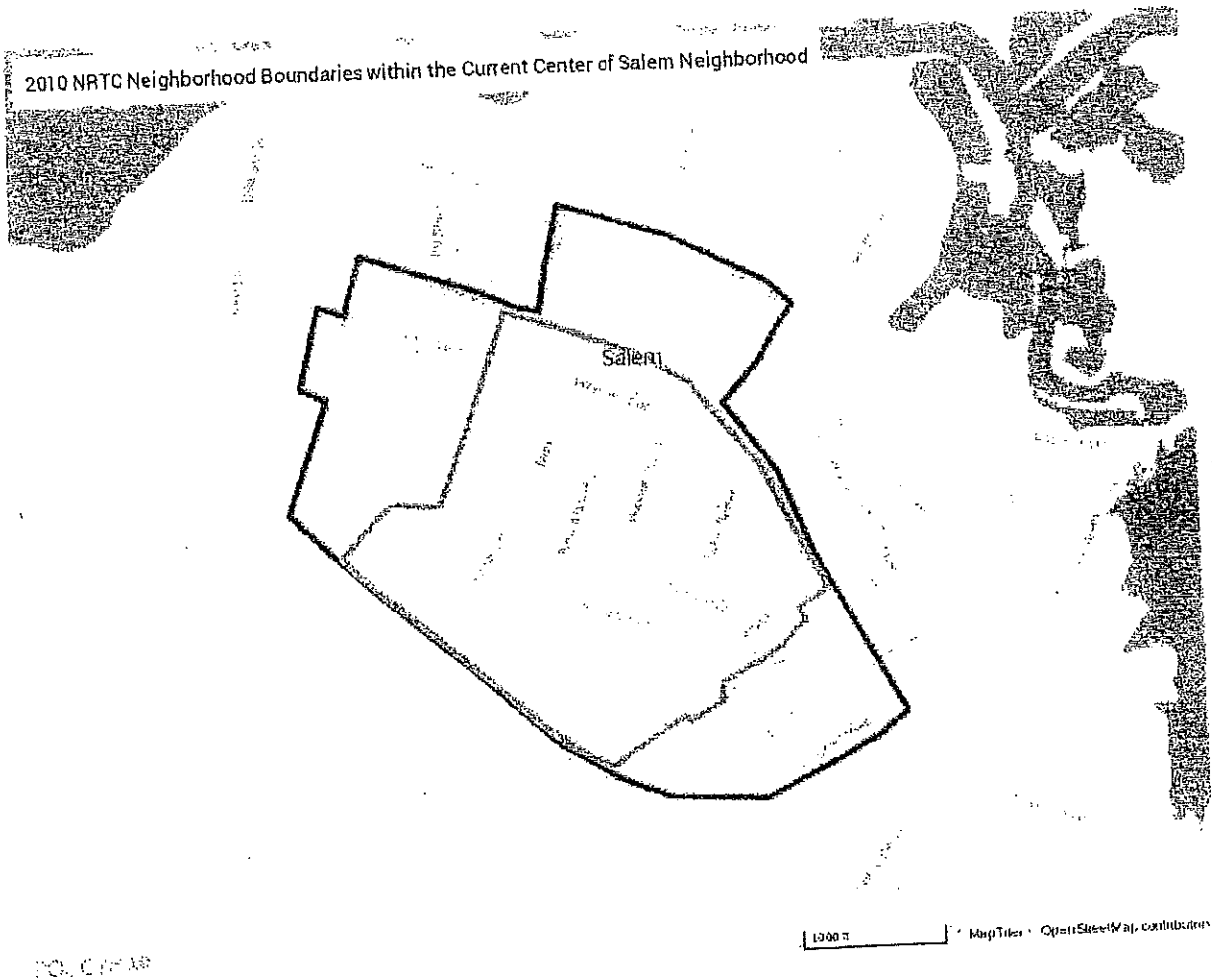
- 1) Upon approval to proceed, inspect the property, accompanied by a police officer and a code official
- 2) Document conditions with photographs and notes, signed off by all present
- 3) Board up property and post notices
- 4) With inspector's report and contractor's scope of work, SUFS will schedule remediation
- 5) Completed work inspected by a different inspector until deemed complete and approved.
- 6) SUFS will inform the city on the completion of the work and share all documentation

Supporting Documentation:

- 1) NRTC Neighborhood Map

Change in the neighborhood boundaries from 2010 NRTC Plan

The current boundaries of the Center of Salem Neighborhood have expanded beyond the boundaries of the neighborhood's 2010 NRTC plan. The current neighborhood boundaries have expanded to the west and southeast to incorporate adjacent strategically important residential areas. The current neighborhood also expands north to Grand Street between Fifth and Seventh Streets to incorporate the historic civic center as it is part of the neighborhood's overall historic character and experience.



Land Use & Zoning

The neighborhood contains a mix of residential and commercial uses. Low-density residential is the neighborhood's primary land use, comprising nearly 45% of the neighborhood's total acreage and 64% of neighborhood parcels. Public, school, and Church and Charitable uses collectively account for another 37% of the neighborhood's total acreage.

The number of eligible dwelling units which will be remediated during this grant period will be determined by both the types of service provided and the extent of the investment in each dwelling.

NOTE: IT IS THE RESPONSIBILITY OF THE GRANTEE TO MONITOR PRODUCTION AND EXPENDITURES THROUGHOUT THE TERM OF THIS GRANT AWARD TO ENSURE THAT A SUFFICIENT NUMBER OF DWELLING UNITS ARE COMPLETED SO AS TO FULFILL THE CONDITIONS OF THIS AGREEMENT.

4) HOW THE PROJECT WILL BE IMPLEMENTED:

Recognizing that lead-safe renovation activities are a cost-effective way to reduce lead-based paint hazards in New Jersey's housing stock, remediation activities may include, but are not limited to: paint film stabilization; paint encapsulation; repairing or replacing friction and impact surfaces (windows, doors, floors, stair treads, built-in cabinets, etc.) with deteriorating lead-based paint; treating or replacing painted surfaces that are damaged or where there is evidence that children are chewing them; cleaning or replacing carpets; and eliminating existing water leaks to prevent paint deterioration.

2024-02243-0590-00

SECTION C SCOPE OF SERVICES

The expected average remediation cost per unit is \$13,000 and \$25,000 for lead abatement units. Lead remediation projects of beyond \$13,000 and lead abatement beyond \$25,000 can be undertaken with prior approval from the Department but the final average cost per unit at the end of the grant must not exceed \$13,000 for lead remediation projects and \$25,000 for lead abatement projects.

Grantee is a Non-profit 501c (3) with experience in administering lead hazard control and/or weatherization assistance programs and a U.S. EPA certified Renovation, Repair and Painting (RRP) firm. Grantee agrees to perform the work directly and will implement

GIORDANO
MAY BE
DISCUSSED

LAND OPTION PURCHASE AGREEMENT
(Salem, New Jersey)

THIS LAND OPTION PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of this _____ day of _____, 2024 (the “**Effective Date**”) by and between Giordano Real Estate Holdings, LLC, a New Jersey limited liability company located at 110 N. Mill Road, Vineland, NJ 08360 (“**Purchaser**”) and The City of Salem, and/or his assigns or successors, having an address at 17 New Market Street, Salem, NJ 08079 (“**Seller**”).

IN CONSIDERATION of a sum to be determined upon the completion of initial engineering plans (the “**Option Fee**”), received from Purchaser, Seller grants to Purchaser for the period (the “**Option Period**”) beginning on the Effective Date and ending at 11:59 p.m. on the date SIX (6) months from the Effective Date (the “**Expiration Date**”), the exclusive right and option of purchasing the property located at Block 45, Lots 2 and 4, Salem, New Jersey (commonly known as 107 Tilbury Road, Salem, New Jersey) as (the “**Property**”), upon the timely exercise of the Option herein granted, at the price and according to and subject to the terms set forth herein.

Purchaser's option (the “**Option**”) is subject to all of the terms, covenants and conditions set forth in this Agreement as follows:

1. **Memorandum of Option:** Seller and Purchaser agree to execute a Memorandum of Land Option Agreement in the form attached as Exhibit A hereto (the “**Memorandum**”). Purchaser may record the Memorandum at Purchaser’s expense.

2. **Exercise Date:** If Purchaser elects to exercise the Option, it must deliver to Seller its written notice of exercise in substantially the same form as set forth in Exhibit B. The notice of exercise will be delivered in accordance with Section 11.3. The “**Exercise Date**” shall be the date when the notice of exercise is deemed duly given as set forth in Section 11.3. The Option Fee shall not be refundable, except as provided in Section 5, Section 7 and Section 10 of this Agreement. A prorated credit shall be applied to the Purchase Price for any unexpired portion of the Option Period at the time of the purchase. Subject to Sections 5, 7 and 10, if the Purchaser fails to exercise the Option in a timely manner, the Option Fees paid to Seller will be retained by Seller in full satisfaction for making, executing and delivering this Agreement.

3. **Representations and Warranties of Seller:**

3.1. Seller represents and warrants to Purchaser that:

(a) Seller has the full power, authority and legal right under all applicable laws and its organizational documents to grant the Option to Purchaser and to bind Seller to the terms of this Option Agreement.

(b) The execution, delivery and performance of this Option Agreement by Seller will not result in any breach of or under any instrument, agreement, contract or other document to which Seller is a party or by which its Property is bound. No third party consents are necessary for Seller to sell and convey the Property. Seller warrants that any of its lender’s claims will be subordinated to this transaction or the proceeds from this transaction will be used to retire the financial obligation creating any potential lien.

(c) Seller is the sole fee owner of the Property. There are no encumbrances against the Property other than financing which will be paid off with the proceeds that Seller

3.2. The representations and warranties set forth in this section are continuing and will be true and correct as of the Date of Closing with the same force and effect as if made at that time. All the representations and warranties will survive the Date of Closing for a period of one (1) year and will not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.

4. **Representations and Warranties of Purchaser:**

4.1. Purchaser represents and warrants to Seller that:

(a) Purchaser is duly organized and validly existing as a limited liability company under the laws of the state of its organization.

(b) Purchaser has the full power, authority and legal right under all applicable laws and its organizational documents to enter into this Agreement with Seller. The person who has executed this Agreement on behalf of Purchaser has the appropriate authority to bind Purchaser to the terms of this Agreement.

(c) The execution, delivery and performance of this Agreement by Purchaser will not result in any breach of or under any instrument, agreement, contract or other document to which Purchaser is a party or by which it or its properties are bound.

4.2. The representations and warranties set forth in this section are continuing and will be true and correct as of the Date of Closing with the same force and effect as if made at that time. All the representations and warranties will survive the Date of Closing for a period of one (1) year and will not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.

5. **Option Period:** During the Option Period:

5.1 The Purchaser, may obtain: (i) a survey of the Property prepared by a surveyor duly licensed in the State in which the Property is located (the "**Survey**"); and, (ii) an ALTA Form B title commitment (the "**Commitment**") for an owner's title insurance policy issued by a title insurance company (the "**Title Company**"). If the Commitment or Survey contain exceptions that are unacceptable to Purchaser, then Purchaser shall provide a list of the objections in reasonable detail to Seller and Seller shall use commercially reasonable efforts to cause the objectionable requirements or exceptions to be eliminated or cured within a thirty (30) day period and covenant, as a condition to close, to cure all other objections by Closing which cannot be eliminated or cured within such thirty (30) day period. Any exceptions or survey matters not objected to by Purchaser shall be deemed "**Permitted Exceptions**". If Seller does not eliminate or cure the objections within such thirty (30) day period or otherwise elects not to take any action with respect to the objections, then Purchaser may thereafter terminate this Agreement by giving written notice to Seller and, in such event, Purchaser shall receive a refund of the Option Fee paid to Seller prior to such termination as its sole and exclusive damages and remedy, or in the alternative, if Purchaser elects to proceed with the Closing if the Option has been exercised, then Purchaser shall be deemed to have elected to take title to the Property subject to the objections specified in the Commitment and the objections shall be deemed to be part of any Permitted Exceptions hereunder. It is the intent of the parties to only claim a refund of the Option Fee in the event that material title exceptions are not cured or accepted.

5.2 If, prior to the exercise of the Option, there is any form of governmental restriction that would delay development of the Property by Purchaser for Purchaser's Intended Use or evidence

7.4. **Condemnation.** If, prior to the Date of Closing, all or a portion of the Property is the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole election, has the right to (i) terminate this Agreement at any time by giving written notice of such termination to Seller, or (ii) do one or more of the following: (a) proceed to Closing without any reduction in the Purchase Price, and Seller will assign all proceeds received by Seller in respect of the condemnation to Purchaser on the Date of Closing, and/or (b) contest such condemnation proceeding with Seller cooperating in accordance with Section 3.1(j).

7.5. **Conditions to Closing.** The Closing of the transaction contemplated by this Agreement is subject to the following conditions:

(a) The representations and warranties made by Seller and Purchaser in Section 3 and Section 4, respectively, must be correct as of the Date of Closing with the same force and effect as if the representations had been made at the Date of Closing.

(b) Seller and Purchaser must satisfactorily comply with the terms and conditions of this Agreement and execute and deliver the documents and the items referred to in Sections 7.6, 7.7 and 7.8 below.

(c) On the Date of Closing, title to the Property must be held by Seller free and clear of all encumbrances except the Permitted Exceptions.

(d) The Property must not have been adversely affected in any material way.

(e) Purchaser's updates of its studies and investigations of the Property between the Exercise Date and the Closing Date shall not have disclosed any matter that would have a material, adverse effect on Purchaser's ability to develop the Property for Purchaser's Intended Use.

If any of the foregoing conditions are not fulfilled due to no fault of Purchaser, then Purchaser may terminate this Agreement and shall be entitled to the remedies set forth in Section 11. In the event a condition is not met and Purchaser elects to complete the Closing, such condition shall be deemed to have been waived by Purchaser.

7.6. **Closing.** The consummation of the transaction for the Purchaser's acquisition of the Property from the Seller (the "**Closing**") will take place sixty (60) days following the Exercise Date (the "**Date of Closing**") or on such earlier date as Seller and Purchaser may mutually agree in writing. The Closing will take place in a manner in which both parties will submit their respective Closing documents and funds to the Title Company as escrowee, consistent with traditional closings in Southern New Jersey. Possession of the Property will be delivered to Purchaser on the Date of Closing and, subject to Seller's representations and warranties in Section 3.1, Closing shall constitute Purchaser's acceptance of the Property in its then existing "as is, where is" condition.

7.7. **Seller's Obligations at Closing.** At Closing, and subject to the terms, conditions, and provisions hereof and the performance by Purchaser of its obligations as set forth below, Seller must:

(a) Execute, acknowledge and deliver to Purchaser a Bargain and Sale Deed to the Property in recordable form conveying to Purchaser marketable fee simple title to the Property and all rights appurtenant thereto, subject only to the Permitted Exceptions.

(b) Deliver to Purchaser an affidavit of Seller:

connection with the Closing:

- (i) The cost of the Commitment.
- (ii) The cost of the Survey.
- (iii) Any filing fee to record the Bargain and Sale Deed.
- (iv) Purchaser's attorneys' fees.
- (v) Any closing fee charged by Title Company including the premium for a standard form of owner's title policy with extended coverage, if so desired by Purchaser.
- (vi) Brokerage Commission as noted in Section 10 herein.

7.10. **Prorations.** The following prorations (including any expenses accrued but unpaid) will be made as of the Date of Closing by credits or debits to Purchaser against the Purchase Price:

- (a) Real estate taxes and special assessments as provided below.
- (b) Income and expenses relating to the Property, if any (Seller shall be deemed the Property owner on the Date of Closing for income and expenses proration purposes).
- (c) A prorated credit shall be applied to the Purchase Price for any unexpired portion of the Option Period at the time of the purchase.

8.11 **IRS Form W-9.** Notwithstanding anything in this Agreement to the contrary, Purchaser shall have no obligation to make any payment to Seller otherwise required under this Agreement until Seller has returned to Purchaser a completed Internal Revenue Service Form W-9, such Form W-9 to either (i) have been provided by Purchaser to Seller prior to execution of this Agreement or (ii) be provided by Purchaser to Seller promptly upon execution of this Agreement.

8. **Taxes and Special Assessments.** Seller will pay the real estate taxes and special assessments relating to the Property which are assessed with respect to the calendar years prior to the year in which the Closing takes place (including any deferred taxes payable as a result of the Closing, if any) and its pro rata share of the real estate taxes assessed with respect to the year of Closing, based on the ratio that the number of days from January 1st of the year of Closing through the Date of Closing bears to three hundred sixty-five (365) days. Seller will pay all existing, deferred, levied and pending special assessments against the Property due and payable as of the Date of Closing (including any special assessments certified to the current or future year's taxes). The balance of the real estate taxes assessed in respect of the year of Closing and thereafter will be paid by Purchaser.

9. **Brokerage Commission.** The Seller represents and warrants to Purchaser that it has not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. Seller agrees to indemnify and hold Purchaser harmless from any claim made by the above-referenced broker and any other broker or sales agent or similar party who claims to have dealt with Seller for a commission due or alleged to be due on this transaction. Purchaser represents and warrants to Seller that it has not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. Purchaser agrees to indemnify and hold Seller harmless from any claim made by any broker or sales agent or similar party who claims to have dealt with Purchaser for a commission due or alleged to be due on this transaction.

<p>Purchaser:</p> <p>Giordano Real Estate Holdings, LLC 110 N. Mill Road Vineland, NJ 08360 Attn: Brad Giordano</p> <p>With copy to:</p> <p>Van Embden, Van Embden & Giordano, P.C. 900 East Pine Street, PO Box 863 Millville, NJ 08332</p>	<p>Seller:</p> <p>City of Salem 17 New Market Street Salem, NJ 08079</p> <p>With copy to:</p>
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Any party may change its address for subsequent notices by giving notice in the manner required above.

11.4. **Amendments.** This Agreement may be amended only by a written instrument signed by Seller and Purchaser.

11.5. **Construction.** The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular includes the plural, the plural includes singular, and the masculine, feminine and neuter are freely interchangeable.

11.6. **Assignment.** Purchaser may assign its rights under this Agreement to an affiliate of Purchaser upon written notice to Seller, and the assignee shall assume all of Purchaser's obligations herein and Purchaser will be deemed released from any liability under this Agreement. Any such assignee shall have financial ability to consummate the purchase as contemplated herein.

11.7. **Successors and Assigns.** This Agreement shall run with the land and shall inure to the benefit of and shall be binding upon the parties, shall be binding upon their respective successors and permitted assigns and shall inure to the benefit of and be enforceable only by such successors and permitted assigns that have succeeded or which have received such assignment in the manner permitted by this Agreement.

11.8. **Relationship of the Parties.** Nothing in this Agreement shall be construed so as to make the Purchaser a partner, agent, joint-venturer, landlord or tenant of the Seller.

11.9. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may be amended, modified or terminated only by a document signed by the parties.

11.10. **Counterparts.** For the convenience of the parties, any number of counterparts of this Agreement may be executed and each such executed counterpart is deemed an original, but all the counterparts together constitute one and the same Agreement.

11.11. **Confidentiality.** The Seller agrees to keep confidential the existence, status, or terms and conditions of this Agreement, including, without limitation, the Purchase Price (collectively, the "**Confidential Information**"), and not to disclose or otherwise convey any portion of the Confidential Information to any person except to such party's accountants and attorneys, or to such Seller's employees and representatives (collectively, the "**Representatives**") and local, state, and/or national

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

Purchaser: Giordano Real Estate Holdings, LLC, a New Jersey limited liability company

By: _____

Name: _____

Its: _____

Seller: City of Salem

By: _____

**EXHIBIT A-1
TO
MEMORANDUM OF LAND OPTION PURCHASE AGREEMENT**

Description of Property

The Property shall consist of the following parcels:

**EXHIBIT C
TO
LAND OPTION PURCHASE AGREEMENT**

Encumbrances Disclosed by Seller