

CITY OF SALEM
COMMON COUNCIL CAUCUS MEETING MINUTES
March 11, 2024
6:30PM

OPENING 6:30PM

PLEDGE OF ALLEGIANCE: Council President Cline

INVOCATION: Council President Cline

STATEMENT OF ADVERTISEMENT:

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

Also present: Mayor Veler, Admin/Clerk Ben Angeli, Solicitor Ranieri, Commerce Director Bailey, CFO Kenia Nunez, Deputy Clerk Mandy Renner.

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.

APPROVAL OF BILLS:

Motion: Gage and Second Kellum

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

MAYORAL APPOINTMENT:

Jennifer jones to the Planning Board as a Class IV member.

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

Motion to open: Gage and Second: Kellum

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

No questions were asked by the public

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

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

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

RES. 2024-112 A RESOLUTION APPOINTING MEMBERS TO THE CITY OF SALEM
MUNICIPAL PORT AUTHORITY

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

RES. 2024-113 RESOLUTION AUTHORIZING CHANGE ORDER NO.1 TO THE CITY OF SALEM
DEMOLITION OF SIX PROPERTIES PROJECT.

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

RES. 2024-114 A RESOLUTION TO APPROVE A PROPOSAL FROM R&V ENGINEERS TO
PROVIDE SERVICES RELATED TO PFAS LITIGATION

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

RES. 2024-115 A RESOLUTION AUTHORIZING TH CITY SOLICITOR TO EXECURE A
DISCHARGE OF MORTGAGE DATED AUGUST 24, 2016 RELATED TO THE
CITY OF SALEM NEIGHBORHOOD PRESERVATION PROGRAM MADE TO
ANGELA CLARK FOR PROPERTY LOCATED AT 217 SMITH STREET

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

RES. 2024-116 RESOLUTION AUTHORIZING EXECUTIVE SESSION
*(7) Matters relating to litigation, negotiations and attorney-client
privilege*

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

COMMITTEE REPORTS AND DISCUSSION:

ADMINISTRATION (Cline, Gage, Groce, Kellum) Ben Angeli discussed how the city is making progress on projects within the city.

PUBLIC SAFETY (Groce, Gage, Gregory, Cline) Councilmen Groce stated that officers were able to attend the last public safety meeting and were able to give some feedback. Groce also expressed how the officers would like to look into getting a police dog.

PUBLIC WORKS (Smith, Loatman, Gage, Groce) Councilwomen Smith advised Council that she is still waiting on a list of houses for clean-up.

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

NEIGHBORHOOD INITIATIVES/PARKS AND RECS (Gregory, Long, Loatman) Nothing to report.

ECONOMIC AND COMMUNITY DEVELOPMENT (Cline, Gregory, Long, Smith) Nothing to report.

HOUSING (Cline, Loatman, Long, Groce, Gage) Councilwomen Cline advised council houses need to get back on the tax map.

MAYORAL COMMENTS: ADMINISTRATOR REPORT: Nothing to report.

CFO REPORT: Nothing to report.

COMMERCE DIRECTOR REPORT: Nothing to report.

OLD BUSINESS: Loatman stated that 319 East Broadway was cleaned up however, the trash from that property was dumped in Quinton Township.

NEW BUSINESS: No new business

PUBLIC PORTION:

Motion to open: Gage Second: Kellum

All Council Members present voted in favor in a voice vote

No questions were asked by the public

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, CFO, Commerce Director 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.

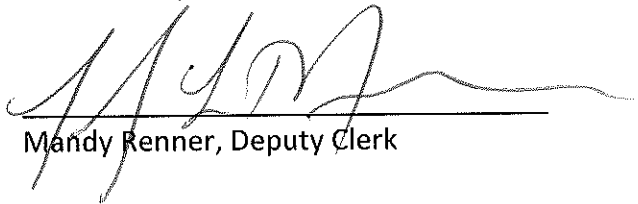
ADJOURNMENT:

Motion: Gage and Second: Kellum

All Council Members present voted in favor in a voice vote

THE NEXT COMMON COUNCIL CAUCUS MEETING WILL BE
MARCH 18, 2023 AT 6:30 PM

Minutes respectfully submitted by:

A handwritten signature in black ink, appearing to read 'M. Renner', is written over a horizontal line. The signature is fluid and cursive.

Mandy Renner, Deputy Clerk

**CITY OF SALEM
RESOLUTION 2024-112**

**A RESOLUTION APPOINTING MEMBERS
TO THE CITY OF SALEM MUNICIPAL PORT AUTHORITY**

BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey that those listed below be and hereby appointed to serve as on the City of Salem Municipal Port Authority for the terms indicted.

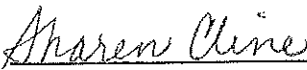
Ben Angeli

5-year term expires on 12/31/2029

ATTEST:


Ben Angeli, RMC

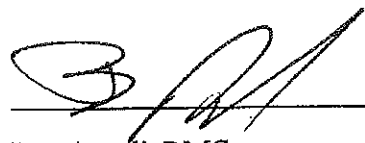
CITY OF SALEM


Sharen Cline, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
E. Gage	X		X			
T. Gregory			X			
V. Groce			X			
C. Loatman			X			
J. Long			X			
S. Kellum		X	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 March 11, 2024.

3-11-24
Date


Ben Angeli, RMC

**CITY OF SALEM
RESOLUTION 2024-113**

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE CITY OF SALEM
DEMOLITION OF SIX PROPERTIES PROJECT**

WHEREAS, the Common Council of Salem City adopted Resolution 2023-200 to awarding the contract for the DEMOLITION OF SIX PROPERTIES PROJECT to various contractors including Ricco Construction for base bid #1 and base Bid #2; and

WHEREAS, The City Engineer and Ricco Construction have encountered a matter requiring the change order as proposed (N.J.A.C. 5:34-11-8(c)(1)); and

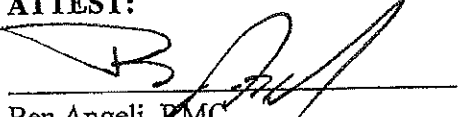
WHEREAS, the City requires the proposed change in scope of work listed on Change Order No. 1 (Attachment "A") dated March 5, 2024, decreasing the contract by \$10,000.00, making the total amount of the contract \$57,500.00 as requested by City Engineer; and;

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

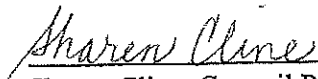
THEREFORE, BE IT RESOLVED by the Common Council of Salem City that Change Order No. 1 for the change in scope of work, with a decrease in the amount of \$10,000.00 be authorized to be executed by the appropriate officials.

BE IT FURTHER RESOLVED that the appropriations to be charged to 2021 Supplemental TA QIZ Demolition (Acct# G-02-40-350-206) be reduced in the amount of \$10,000.00

ATTEST:


Ben Angeli, RMC

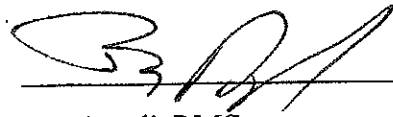
CITY OF SALEM


Sharen Cline, Council President

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

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3-11-24
Date


Ben Angeli, RMC



**REMINGTON
& VERNICK
ENGINEERS**

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

March 5, 2024

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

Re: **City of Salem**
Demolition of Six (6) Properties, Change Order #1 Final
RVE #1713 T 055

Dear Mr. Angeli:

Attached, please find Change Order #1 Final, representing the final adjustment of as-built quantities and contract costs for the above referenced project. For your convenience, these items are summarized below:

• Original Contract Amount:	\$67,500.00
• Less Change Order #1 Final	- <u>\$10,000.00</u>
Total Amended / Final Contract Amount:	\$57,500.00

If you should have any questions or require anything further, please do not hesitate to contact me.

Sincerely,
REMINGTON & VERNICK ENGINEERS

Dust M Schop

Dustin Schopen, P.E.
Project Manager / Engineer

DS/kn

Enclosure(s)

cc: Kenia Nunez-Acuna, CFO/QPA
Mandy Renner, City of Salem
Andrea Rhea, Esq.
Tim Staszewski, RVE
Len Cinaglia, RVE
Joshua Kennedy, RVE

*2023-2024
CONTRACT FOR
D+M6*

*CO2-40-350-206
2021*

OVERALL CHANGE ORDER SUMMARY

ORIGINAL CONTRACT AMOUNT: \$ 67,500.00
AMENDED CONTRACT AMOUNT: \$ 57,500.00
TOTAL CONTRACT CHANGE (AMOUNT): \$ 10,000.00
TOTAL CONTRACT CHANGE (PERCENT): 14.81%

CONTRACT LENGTH SUMMARY

THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS: _____ UNCHANGED
_____ INCREASED
_____ DECREASED
BY _____ CALENDAR DAYS IN THIS CHANGE ORDER

ORIGINAL CONTRACT LENGTH: 0
PREVIOUS CONTRACT LENGTH AMENDMENTS:
TOTAL CONTRACT LENGTH CHANGE: 0

ACCEPTED BY:

Non Price

(CONTRACTOR)
Date 3/15/2024

3/05/24

Chief Inspector

APPROVED BY:

Det M/S

Municipal Engineer/Project Manager
Date 03/05/24
BA

Client
Date 3-11-24

03/04/24

CONTRACTOR:
 Ricco Construction Corp. d/b/a Ricco Demolition
 282 Creek Road
 Bellmawr, NJ 08031



CHANGE ORDER #1 FINAL (Base Bid #1 & #2)

NAME OF PROJECT:
 DEMOLITION OF SIX (6) PROPERTIES
PROJECT NUMBER:
 1713T055
CLIENT:
 CITY OF SALEM

REASON FOR CHANGE: FINAL ADJUSTMENT OF ASBUILT QUANTITIES

TYPE OF CHANGE	ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL						\$0.00
EXTRA					SUBTOTAL	\$0.00
REDUCTION					SUBTOTAL	\$0.00
Base Bid #1	8R	ALLOWANCE (IF & WHERE DIRECTED)	-1	LS	\$5,000.00	(\$5,000.00)
Base Bid #2	8R	ALLOWANCE (IF & WHERE DIRECTED)	-1	LS	\$5,000.00	(\$5,000.00)
					SUBTOTAL	(\$10,000.00)

PREVIOUS CHANGE ORDERS		CURRENT CHANGE ORDER	
No.	AMOUNT	REASON FOR CHANGE	AMOUNT
1	\$10,000.00	Final Adjustment of Asbuilt Quantities	\$0.00
		+ SUPPLEMENTAL	\$0.00
		+ EXTRA	\$0.00
		-REDUCTION	(\$10,000.00)
		NET CONTRACT CHANGE THIS CHANGE ORDER	\$10,000.00

**CITY OF SALEM
RESOLUTION 2024-114**

**A RESOLUTION TO APPROVE A PROPOSAL FROM R&V ENGINEERS TO
PROVIDE SERVICES RELATED TO PFAS LITIGATION**

WHEREAS, the City has engaged R&V Engineers/ WRM for various projects involving the water and wastewater utilities; and

WHEREAS, the City is engaged in litigation concerning possible PFAS issues in the City water system wells; and

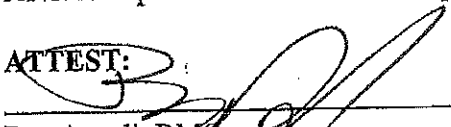
WHEREAS, for the purpose of providing the litigation attorney with the proper testing and documentation it has become necessary to engage additional staff; and


WHEREAS, R&V has provided a proposal (Attachment "A") in a not to exceed amount of \$3,500.00 and provides for outside charges (testing) at a cost of invoice + 5%; and

WHEREAS, the City has determined that this is a necessary expense to maximize the settlement amount in the PFAS litigation matter; and

WHEREAS, the funding is available for said services through the 2022 Supplemental Aid for Water Quality and the CFO has certified that the funds are available for the services. (C-08-55-594-410).

NOW, THEREFORE BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey to approve the proposal from R&V for PFAS sampling and other services as presented in the attached proposal.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Sharen Cline, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
E. Gage	X		X			
T. Gregory			X			
V. Groce			X			
C. Loatman			X			
J. Long			X			
S. Kellum		X	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 March 11, 2024.

3-11-24
Date


Ben Angeli, RMC



**REMINGTON
& VERNICK
ENGINEERS**

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

February 29, 2024

Salem City
17 New Market Street
Salem, NJ 08079

Attn: Ben Angeli, RMC, City Administrator/Clerk

Subj: Proposal for PFAS Sampling
Salem City, NJ

Dear Mr. Angeli:

REMINGTON & VERNICK ENGINEERS (RVE) is pleased to provide this proposal for collecting and managing PFAS samples.

Scope of Services

- Manage the collection and analyzation of PFAS samples in accordance with the recommendations put forth from Environmental Health & Engineering.
- Enter sampling information into the EHE portal.

Fee for Service

Professional Services	\$3,250.00 not-to-exceed
Outside Services	Invoice + 5%

We look forward to the opportunity to serve Salem City under this contract. Should you have any questions or require additional information, please contact Daniel Beach at 856-304-0573 or via email at daniel.beach@wrmops.com.

Sincerely,
REMINGTON & VERNICK ENGINEERS

By

Leonard A. Faiola, PE, PP, CME
President & CEO

**CITY OF SALEM
RESOLUTION 2024-115**

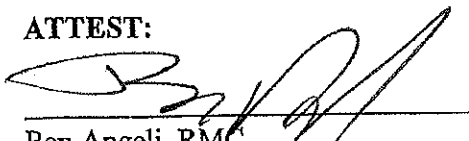
A RESOLUTION AUTHORIZING THE CITY SOLICITOR TO EXECUTE A DISCHARGE OF MORTGAGE DATED AUGUST 24, 2016 RELATED TO THE CITY OF SALEM NEIGHBORHOOD PRESERVATION PROGRAM MADE TO ANGELA CLARK FOR PROPERTY LOCATED AT 217 SMITH STREET

WHEREAS, the City, through the SALEM NEIGHBORHOOD PRESERVATION PROGRAM secured a mortgage dated August 24, 2016 and recorded in the County Clerk's office at Mortgage Book 02297 Pages 99 to 103 for a loan provided to Angela Clark in the amount of \$15,000.00.00 and

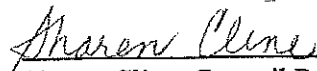
WHEREAS, the Borrower complied with all the terms of the Note and this Mortgage.

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 Solicitor is authorized to execute a discharge of mortgage to have the mortgage cancelled of record.

ATTEST:


Ben Angeli, RMC

CITY OF SALEM


Sharen Cline, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
E. Gage	X		✓			
T. Gregory			X			
V. Groce			X			
C. Loatman			X			
J. Long			X			
S. Kellum		X	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 March 11, 2024.

3-11-24
Date


Ben Angeli, RMC



SALEM COUNTY CLERK'S DOCUMENT SUMMARY SHEET

All information is to be typed or legibly Printed

Salem County Clerk's Office Dale A. Cross, Clerk 110 Fifth Street, Suite 200 Salem, NJ 08079-1073 856-935-7510 salemcountyclerk.org	Return Name and Address: Maley Givens, P.C. Attn: Nicholas Ranieri 1150 Haddon Ave, Suite 210 Collingswood, NJ 08108
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FOR OFFICIAL USE

Submitting Company	Maley Givens, P.C.				
Document Date (mm/dd/yyyy)	03/04/2024				
Document Type	Discharge of Mortgage				
No. of pages of the original Signed Document (Include the Document Summary Sheet)	2				
Consideration Amount (if applicable)					
First Party (Grantor or Mortgagor or Assignor or Defendants) <i>(Enter up to five names)</i>	Name (s) <i>(Last Name First Name M.I. Suffix)</i> <i>(Company Name as written)</i>			Address <i>(Required for Deeds)</i>	
	Clark, Angela			217 Smith St, Salem, NJ 08079	
Second Party (Grantee or Mortgagee or Assignee or Plaintiff) <i>(Enter up to five names)</i>	Name (s) <i>(Last Name First Name M.I. Suffix)</i> <i>(Company Name as written)</i>			Address <i>(Required for Deeds)</i>	
	CITY OF SALEM NEIGHBORHOOD PRESERVATION PROGRAM			17 New Market St Salem, NJ 08079	
Deed Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Property Address	
	City of Salem	86	7	217 Smith Street, Salem, NJ 08079	
Reference Information <i>(Enter up to three entries)</i> <i>(If applicable)</i>	Book Type	Original Book No.	Original Beginning Page	Instrument No.	Recorded/File Date
		02297	00099	000025062	09/18/2007

*****DO NOT DISCARD THIS PAGE*****

**THIS COVER SHEET (DOCUMENT SUMMARY) IS A PERMANENT PART
OF THE SALEM COUNTY, NJ RECORDING DOCUMENT**

***** Disclaimer: This Sheet was Prepared by the Submitter*****

DISCHARGE OF MORTGAGE

Tax Map Designation: Block: 86, Lot: 7

Place of Record: Salem County Clerk's Office

Date of Mortgage: 08/24/2006; Mortgage: Instrument #: 000025062; Book: 02297; Page: 00099

Additional References: N/A; There are no assignments recorded: N/A

Name(s) of Mortgagor/Grantors: ANGELA CLARK ("BORROWER")

Name(s) of Mortgagee/Trustees: CITY OF SALEM NEIGHBORHOOD PRESERVATION PROGRAM ("LENDER")

Original Note Date: 08/24/2006; Amount: \$15,000.00

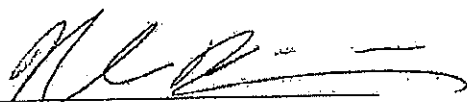
Municipality: CITY OF SALEM

Grantor's Address: 217 Smith Street, Salem, NJ 08079

We certify that the note(s) secured by the Mortgage or other lien described above, has/have been paid in full to the person entitled and authorized to receive the same, and the lien therein created and retained is hereby discharged.

Given under my hand on 03/04/2024 .

CITY OF SALEM NEIGHBORHOOD PRESERVATION PROGRAM

By: 

Nicholas Ranieri, Solicitor to City of Salem

ACKNOWLEDGMENT

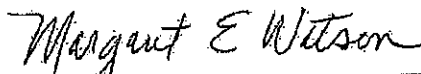
STATE OF NEW JERSEY :

SS

COUNTY OF CAMDEN :

I certify that on 3/4, 2024, Nicholas Ranieri, Solicitor, City of Salem personally came before me and stated to my satisfaction that this person (a) is named in and personally signed this DISCHARGE OF MORTGAGE; and, (b) signed, sealed and delivered this DISCHARGE OF MORTGAGE as their voluntary act and deed.

MARGARET E WATSON
Notary Public, State of New Jersey
Comm. # 2425620
My Commission Expires 09/28/2027


Notary Public

This instrument was prepared by
and should be returned to : Nicholas Ranieri, 1150 Haddon Ave, Suite 210, Collingswood, NJ 08108

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
NEIGHBORHOOD PRESERVATION PROGRAM

MORTGAGE

This Mortgage is made and dated August 24, 2006, between

BORROWER

Resident Angela Clark
Address 217 Smith Street
City, State & Zip Salem, NJ 08079

DOC # 000925062
FILED, RECORDED, INDEXED
09/18/2007 01:22P
BK: 02297 PG: 00099
Tot. Fees: 2.00 Pages: 5
SALEM COUNTY CLERK
GILDA T. GILL

(from now on called the "Borrower")

And

LENDER

City of Salem Neighborhood Preservation Program
17 New Market Street
Salem, NJ 08079

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. **NOTE:** The Borrower is borrowing the sum of (\$ 15,000.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated August 24, 2006 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

This Mortgage was prepared by

Frances Dickerson
Print or Type Name

Frances Dickerson
Signature

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):

17 New Market St
Salem, N.J. 08079

(a) Street address 217 Smith Street
 Municipal tax map designation: Lot 7 Block 86

(b) All buildings and other improvements that now are or will be on the land.

(c) All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.

(d) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by _____ and dated _____. The First Mortgage was recorded in _____ Salem County in Book 0874 at Page 327 on 5/10/1994.

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:

- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
- (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
- (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due.
- (d) The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
- (e) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
- (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. If the Property is in a Federal or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and terms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage

clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Salem Neighborhood Preservation Program" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

- (g) The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.
- (h) The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:
 - (1) Remove, demolish, or materially alter any buildings or other improvements.
 - (2) Remove any fixtures.
 - (3) Give a security interest in any fixtures
 - (4) Assign any rights to the property, building or fixtures

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.
- (i) Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. If all or any part of the Property is taken by eminent domain, the entire payment shall be given to the Lender. The Lender may use the payment to (a) repair and restore the Property or (b) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note. The Lender shall pay to the Borrower any money left after paying the entire principal.
- (j) In this Mortgage, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. This Mortgage is a lien of the Lender against the Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court ordered sale of the Property. The Borrower shall not allow any superior liens against the Property unless subordination of this lien is approved in writing by the Lender.
- (k) The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.

- (l) The Borrower shall obey all laws, rules and ordinances which apply to the Property. The Borrower shall not use or allow the Property to be used for any illegal purpose.

6. **LENDER'S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within _____ days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

7. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

8. **NOTICES:** All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.

9. **MORTGAGE BINDING ON SUCCESSORS:** This Mortgage is binding on all Borrowers, his or her heirs, personal representatives, and/or all those who lawfully succeed to their rights or take their places.

10. **LAW.** This contract is made under and shall be governed by the laws of the State of New Jersey.

11. **SIGNATURES:** The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHANGE OR CHARGE.

WITNESSED OR ATTESTED BY

Jane M. Bankok

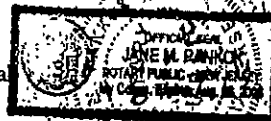
Angela Clark Baylors (Seal)
Angela Clark Baylors
(Seal)

Sworn to and subscribed before me, *Angela Clark Baylors who appeared before me*

This 24th day of August

Notary Public or Attorney
State of New Jersey

Jane M. Bankok (Seal)



CITY OF SALEM
RESOLUTION 2024-116

RESOLUTION AUTHORIZING EXECUTIVE SESSION

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

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:

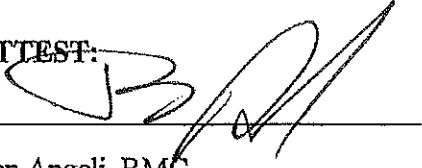
(7) *Matters relating to litigation, negotiations and attorney-client privilege – Possible Agreement with the “Authority” for a redevelopment project.*

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

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

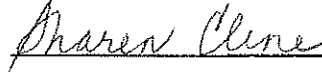
BE IT FURTHER RESOLVED, that the minutes of the closed session will be made available to the public when the need for confidentiality no longer exists.

ATTEST:



Ben Angeli, RMC

CITY OF SALEM



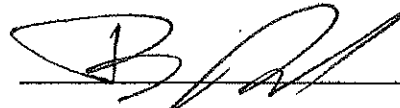
Sharen Cline, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
E. Gage	X		X			
T. Gregory			X			
V. Groce			X			
C. Loatman			X			
J. Long			Y			
S. Kellum		X	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 March 11, 2024.

3-11-24

Date



Ben Angeli, RMC