CITY OF SALEM
COMMON COUNCIL REGULAR MEETING AGENDA
AUGUST 17, 2026
5:30 PM

OPENING 5:30 PM

PLEDGE OF

ALLEGIANCE

INVOCATION:

STATEMENT OF ADVERTISEMENT:
Notice of this meeting has been provided to the South Jersey Times and the Elmer Times and is posted on the City Hall Bulletin Board stating the time and the place of the meeting.

ROLL CALL:
Cline, Henson, Jared, Kellum, Key, Long, Wright, Gregory

APPROVAL OF BILLS:
Motion: _____ Second_____ Voice Vote

_____

CERTAIN RULES OF COUNCIL MEETINGS AS READ BY THE CLERK

PUBLIC PORTION FOR AGENDA ITEMS ONLY:
Motion to go to open public portion on agenda items only:
Motion: _____Second:_____Voice Vote

_____

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

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

_____

APPLICATION FOR RAFFLE OR BINGO LICENSE (MUST BE APPROVED BY Council):
Salem Fraternal Order of Eagles #1966 — Yearly Bingo License to support various charities
Motion: _____ Second:_____Voice Vote

_____

USE OF CITY PARKS / UPCOMING EVENTS (As information ONLY):

08/20/2026 — Water Safety for Salem Families — St Johns Pentecostal Church
08/22/2026 — Kickin it w/Kiwanis Soccer Clinic — Kiwanis Club Greater Salem County - Walnut St. Field
08/22/2026 — Back to School Bookbag Giveaway — Salem Jr. Rams — Walnut St. Field
08/30/2026 — Community Wellness Experience — Armanceyy Agency, LLC — Walnut St. Field

SECOND READING OF AND HEARINGS FOR ORDINANCES:

ORD. 26-13 AN ORDINANCE OF THE CITY OF SALEM AMENDING CITY CODE 225-37, SCHEDULE Xl, HANDICAPPED PARKING ZONES

Motion to open the public hearing on ORD. 26-13 Second: Voice Vote:

Motion to close the public hearing on ORD. 26-13: Second: Voice Vote:

Motion to adopt ORD 26-13: Second: RCV:

ORD. 26-14 AN ORDINANCE AMENDING CHAPTER 225, SECTION 37 HANDICAPPED PARKING ZONE, AUTHORIZING A HANDICAPPED PARKING SPACE BE CREATED AND SIGNS TO BE PLACED AT VARIOUS LOCATIONS IN THE CITY OF SALEM

Motion to open the public hearing on ORD. 26-14 Second: Voice Vote:

Motion to close the public hearing on ORD. 26-14: Second: Voice Vote:

Motion to adopt ORD 26-14: Second: RCV:

ORD. 26-15 AN ORDINANCE AMENDING CHAPTER 69 OF THE CODE OF THE CITY OF SALEM, COUNTY OF SALEM, NEW JERSEY RELATED TO THE REGULATION OF ALCOHOLIC BEVERAGES

Motion to open the public hearing on ORD. 26-15 Second: Voice Vote:

Motion to close the public hearing on ORD. 26-15: Second: Voice Vote:

Motion to adopt ORD 26-15: Second: RCV:

ORD. 26-16 AN ORDINANCE ESTABLISHING LEAD-BASED PAINT HAZARD CONTROL AND ABATEMENT PROTOCOLS, DESIGNATING THE DEPARTMENT OF INSPECTIONS AS THE ENFORCING AGENCY, AND CREATING NEW CHAPTER 13 ENTITLED "LEAD-BASED PAINT INSPECTIONS"

Motion to open the public hearing on ORD. 26-16 Second: Voice Vote:

Motion to close the public hearing on ORD. 26-16: Second: Voice Vote:

Motion to adopt ORD 26-16: Second: RCV:

ORD. 26-17 AN ORDINANCE CREATING NEW CHAPTER 136 ENTITLED "LOITERING; GOOD ORDER AND PEACE"

Motion to open the public hearing on ORD. 26-17 Second: Voice Vote:

Motion to close the public hearing on ORD. 26-17: Second: Voice Vote:

Motion to adopt ORD 26-17: Second: RCV:

ORD. 26-18 ORDINANCE AUTHORIZING THE SALE OF BLOCK 78, LOT 4; BLOCK 36, LOT 7; BLOCK 31, LOT 14; BLOCK 36, LOT 14; BLOCK 34, LOT 13 ON THE OFFICIAL TAX MAP OF THE CITY OF SALEM AND THE EXECUTION OF ALL NECESSARY DOCUMENTS

Motion to open the public hearing on ORD. 26-18 Second: Voice Vote:

Motion to close the public hearing on ORD. 26-18: Second: Voice Vote:

Motion to adopt ORD 26-18: Second: RCV:

INTRODUCTION OF ORDINANCES FOR FIRST READING:

This is the first reading and introduction. The public hearing for ordinance 26-00 will be on September 28, 2026, at 5:30PM

ORD. 26-19 AN ORDINANCE OF THE CITY OF SALEM AMENDING CHAPTER 130 OF THE SALEM CITY CODE ENTITLED "LAND USE" TO PROHIBIT DATA CENTERS IN ALL ZONING DISTRICTS WITHIN THE CITY OF SALEM

Motion to Introduce: SecondRCV

INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:

RESOLUTIONS 2026-205 THROUGH 2026-214 WILL BE DONE AS A CONSENT AGENDA

Any member of Council can at this time request to remove any of the resolutions from the consent agenda and they can be voted on separately.

RES. 2026-205 A RESOLUTION TO CANCEL PROPERTY TAX AS CITY OWNED
Motion: Second Voice Vote

RES. 2026-206 A RESOLUTION TO CANCEL PROPERTY TAX AS CITY OWNED
Motion: Second Voice Vote

RES. 2026-207 A RESOLUTION TO CANCEL PROPERTY TAX AS CITY OWNED
Motion: Second Voice Vote

RES. 2026-208 A RESOLUTION TO CANCEL TAXES FOR A 100% EXEMPT VETERAN
Motion: Second Voice Vote

RES. 2026-209 A RESOLUTION TO AUTHORIZE AND SIGN A GRANT AGREEMENT BETWEEN THE CITY OF SALEM AND THE STATE OF NEW JERSEY BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION _GRANTIDENTIFIER:GC2024-00052-PI
Motion: Second Voice Vote

RES. 2026-210 A RESOLUTION AUTHORIZING AN AGREEMENT WITH ASSOCIATED HUMANE SOCIETIES FOR THE PROVISION OF ANIMAL SHELTER SERVICES
Motion: Second Voice Vote

RES. 2026-211 RESOLUTION APPROVING A ROAD OPENING MORATORIUM EXEMPTION FOR 75 CARPENTER STREET
Motion: Second Voice Vote

RES. 2026-212 A RESOLUTION TO REFUND DUPLICATE TAX QUARTER PAYMENTS TO CORELOGIC
Motion: Second Voice Vote

RES. 2026-213 A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SALEM AND THE SALEM CITY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE 2026-2027 SCHOOL

YEAR

Motion: Second Voice Vote

RES. 2026-214 A RESOLUTION AUTHORIZING THE CITY OF SALEM TO ACCEPT THE 2025 BJA FY 25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD IN THE AMOUNT OF $11,753.00 FROM THE DEPARTMENT OF JUSTICE

Motion: Second Voice Vote

RESOLUTIONS 2026-205 THROUGH 2026-214

MOTION SECONDROLL CALL VOTE

RESOLUTIONS 2023-215 THROUGH 2023-218 WILL BE DONE AS A CONSENT AGENDA

Any member of Council can at this time request to remove any of the resolutions from the consent agenda and they can be voted on separately.

RES. 2026-215 A RESOLUTION OF THE CITY OF SALEM, COUNTY OF SALEM, STATE OF NEW JERSEY AUTHORIZING THE MAYOR TO EXECUTE AN EwLOYMENT MEMORANDUM OF UNDERSTANDING WITH MICHAEL R. BROOKS, JR., THE CHIEF OF POLICE FOR THE PERIOD OF JULY 1, 2026 THROUGH DECEVBER 31, 2029

Motion: Second Voice Vote

RES. 2026-216 A RESOLUTION ACCEPTING THE RESIGNATION OF VIRGINIA JARED AS THE LIAISON TO THE HISTORIC PRESERVATION COMMISSION

Motion: Second Voice Vote

RES. 2026-217 RESOLUTION AUTHORIZING EXECUTIVE SESSION

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

(8) Matters relating to the *mployment* relationship

Motion: Second Voice Vote

RES. 2026-218 A RESOLUTION REFERRING AN ORDINANCE AMENDING CHAPTER 130 OF THE SALEM CITY CODE ENTITLED "LAND USE" TO THE CITY OF SALEM PLANNING BOARD FOR REVIEW AND RECOMMENDATION

Motion: Second Voice Vote

RESOLUTIONS 2023-215 THROUGH 2023-218
MOTION SECONDROLL CALL VOTE

MAYORAL COMMENTS:

OLD BUSINESS:
Council members and Department leaders are invited to comment on previously discussed business. This may include updates on Committee matters.

NEW BUSINESS:
Council members and Department leaders are invited to bring to the floor any new business to be discussed or reported on. This may include new Committee matters.

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

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

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

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

Motion to close Executive Session
Motion: _____Second:_____Voice Vote

ADJOURNMENT:
Motion to adjourn the meeting.
Motion: _____ Second: _____ Voice Vote

NEXT COUNCIL MEETING: SEPTEMBER u, 2025 AT 5:30 PM

CITY OF SALEM
ORDmANCE 26-13

AN ORDNANCE OF THE cny OF SALEM AMENDNG CITY CODE 225-37, SCHEDULE M, HANDICAPPED PARKING ZONES

WHEREAS, the handicap parking spaces listed on Attachment "A" in the City of Salem created and authorized by the Ordinances listed on the attachment are no longer needed because the resident at the location who needed the handicap space is no longer residing at that address. ,

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

Section 1. Section 225-37, Schedule XI is hereby amended by deleting the locations and name of streets as listed on Attachment "A" as locations for a handicap parking spaces.

Section 2. Signs resfricting the space for handicap parking shall be removed from the locations listed on Attachment "A".

Section 3. If a court of competent jurisdiction shall declare any section, paragraph, subsection, clause or provision of this Ordinance invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.

Section 4. All ordinances or parts of ordinances of the City of Salem heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of any inconsistency.

Section 5. This ordinance shall take effect as provided by law.

ATTEST:
Ben Angeli, RMC

CITY OF SALEM
Timothy Gregory, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a frue and correct copy of an Ordinance introduced by the Common Council of the City of Salem July 22, 2026. Public Hearing shall take place on August 17, 2026.

7-22-26

a t Common Council on the July 22, 2026.
2026.

Ben Angeli, RMC
Ben Angeli,

Date

COUNCH..	MOVED	SECONDED		N	ABSTAm	ABSENT
S. Cline						
K. Henson						
V, Jared						
J. Long						
D. wright						
T. Gregory						

Date

Dr. Jody Veler, Mayor

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certiW the foregoing to be a true and correct copy of an Ordinance adopted by the Com_mon Council of the City of Salem after a second reading and public hearing on August 17, 2026.

Date

Ben Angeli, RMC

(Added by Ord.

ATTACHMENT "A"

0„20-14 No. 14-15)
7-19-2010 by Ord. No. 10,

4-5-2010 by Ord. No. 10-
dded 10-3-2016 by Ord.
eet (Added 10-18-2004 by

10-4-2004 by Ord. No.

11-17-2003 by Ord.No.03„23)

13-2009 by Ord. No. 09-13)
20-2004 by Ord. No. 04-
ed 9-12-2022 by Ord. No.
dded 12-2-2002 by Ord.

1-21-2022 by Ord. No. 22-13)
-2003 by Ord. No. 03-10)

17-2017 by Ord. No. 16-18)
3-2006 by Ord. No. 06-07)
9-2-2022 by Ord. No. 22-12)
6-2002 by Ord. No. 02-19)
-2-09 by Ord. No. 09-04)

76 Carpenter Street, Darlene G Bakely
100 Carpenter Street, Gerald White

119B Carpenter Street, Beatrice P Lewis
140 Carpenter Street, Irene Slaughter

125A Carpenter Street, John Murray

137A Carpenter Street, John F Brown

93 Chestnut Street, Elizabeth Porch
135 Wesley Street, Vanatta
207 Church Street, Lyetta Spencer
208 Church Street, Mary F Campbell
258 East Broadway, Elizabeth Harris-Whelan
64 Eighth Street, Cornell Stratten
41 Market Street, David Folsom
1 % Ninth Street, Daniel Sanderlin
21 Oak Street, Regina Fedd
73 Seventh St, William Dennison Jr
106 Seventh St No. 743 Margaret M Caesar
130 Thompson St, Johnnie Dixon
83 Union St, Harry W Jones
80 Westside Court, Monica Ryals

(Added by Ord.
dded 3-4-2002 by Ord. No. 02-06; repealed 10-17-2022 by Ord. No. 22-
)
dded 3-4-2002 by Ord. No. 02-06; repealed 4-17-2006 by Ord. No. 06-10)
dded 8-15-2005 by Ord. No. 05-26; repealed 10-17-2022 by Ord. No. 22-
)
dded 2-21-2005 by Ord. No. 05-06; repealed 10-17-2022 by Ord. No. 22-
)
dded 2-16-2004 by Ord. No. 04-04; repealed 10-17-2022 by Ord. No. 22-
)
dded 10-4-2004 by Ord. No. 04-22; repealed 10-17-2022 by Ord. No. 22-
)
dded 10-16-1995 by Ord. No. 95-16; repealed 4-17-2006 by Ord. No. 06-
)
dded 8-18-2003 by Ord. No. 03-17; repealed 4-17-2006 by Ord. No. 06-
) (Added 10-9-2008 by Ord. No. 08-20; repealed 10-17-2022 by Ord. No.
-13)
dded 2-3-2003 by Ord. No. 03-03; repealed 5-6-2019 by Ord. No. 19-02)
dded 4-7-2003 by Ord. No. 03-10; repealed 10-17-2022 by Ord. No. 22-
)
dded 7-20-1998 by Ord. No. 98-22; repealed 4-17-2006 by Ord. No. 06-
)
dded 9-16-1996 by Ord. No. 96-14; repealed 4-7-2003 by Ord. No. 03-10)
dded 2-5-1996 by Ord. No. 96-2; repealed 4-17-2006 by Ord. No. 06-10)
dded 8-17-1998 by Ord. No. 98-24; repealed 4-17-2006 by Ord. No. 06-
)
dded 3-21-2016 by Ord. No. 16-04; repealed 10-7-2019 by Ord. No. 19-
); 5-19-2025 by Ord. No. 25-13)
dded 12-29-1997 by Ord. No. 97-28; repealed 2-21-2005 by Ord. No. 05-
)
dded 7-19-1993 by Ord. No. 93-17; repealed 4-17-2006 by Ord. No. 06-
)
mended 8„18-2003 by Ord. No. 03-17; repealed 9-15-2008 by Ord. No.
-16)
dded 5-5-2008 by Ord. No. 08-07; repealed 10-17-2022 by Ord. No. 22-
)
dded 5-2-2005 by Ord. No. 05-12; repealed 9-19-2011 by Ord. No. 11-12)
dded 3-20-2006 by Ord. No. 06-06; repealed 10-17-2022 by Ord. No. 22-
)
dded 2-4-2002 by Ord. No. 02-05; repealed 10-17-2022 by Ord. No. 22-
)

ATTACHMENT "A"

(Added by Ord.
-13-2009 No. 09-13; repealed 10-17-2022 by Ord. No. 12-13)
7-18-2005 by Ord. No. 05-22; repealed 10-17-2022 by Ord. No. 12-13)
12-02„2002 by Ord. No. 02-32; repealed 10-17-2022 by Ord. No. 12-13)
12-30-1996 by Ord. No. 96-24; repealed 4-17-2006 by Ord. No. 06-10)
10-03-2016 by Ord. No. 16-11; repealed 10-17-2022 by Ord. No. 22-13)
5-21-2012 by Ord. No. 12-08; repealed 10-17-2022 by Ord. No. 22-13)
2-16-2004 by Ord. No. 04-04; repealed 10-17-2022 by Ord. No. 22-13)
12-29-2004 by Ord. No. 04-32; repealed 10-17-2022 by Ord. No. 22-13)
3-04-2013 by Ord. No. 13-02; repealed 10-17-2022 by Ord. No. 22-13)
10-18-2004 by Ord. No. 04-28; repealed 10-17-2022 by Ord. No. 22-13)
6-16-2008 by Ord. No. 08-08; repealed 10-17-2022 by Ord. No. 22-13)
9-19-2005 By Ord. 'No. 05-30; repealed 10-17-2022 by Ord. No. 22-13)
2-15-1993 By Ord. No. 93-6; repealed 4-17-2006 by Ord. No. 06-10)
6-30-1997 By Ord. No. 97-18; repealed 10-17-2022 by Ord. No. 22-13)
6-15-2020 By Ord. No. 20-05; repealed 10-17-2022 by Ord. No. 22-13)
10-16-2000 By Ord. No. 00-16; repealed 10-17-2022 by Ord. No. 22-13)
6-20-2016 By Ord. No. 16-09; repeated 10-17-2022 by Ord. No. 22-13)
7-17-2023 By Ord. No. 23-09; repealed 3-18-2024 by Ord. No. 24-04)
10-21-2013 By Ord. No. 13-08; repealed 7-14-2025 by Ord. No. 25-17)
9-16-2019 By Ord. No. 19-05; repealed 7-14-2025 by Ord. No. 25-17)
4-05-2010 By Ord. No. 10-03; amended 3-20-2023 by Ord. No. 23-02;
d 714-2025 by Ord. No. 25-17)
ed 9-18-2000 by Ord. No. 00-15)
ed 12-15-2008 by Ord. No. 08-24)
6-8-1998 By Ord. No. 98-20; repealed 4-17-2006 by Ord. No. 06-10)
9-19-2011 By Ord. No. 11-14; repealed 10-17-2022 by Ord. No. 22-13)
11-15-1999 By Ord. No. 99-19; repealed 10-17-2022 by Ord. No. 22-13)
2-4-2002 By Ord. No. 02-05; repealed 10-17-2022 by Ord. No. 22-13)
6-16-2003 By Ord. No. 03-15; repealed 10-17-2022 by Ord. No. 22-13)
2-17-2003 By Ord. No. 03-08; repealed 09-15-2008 by Ord. No. 08-16)
6-16-2003 By Ord. No. 03-15; repealed 7-16-2012 by Ord. No. 12-09)
ed 4-17-2006 by Ord. No. 06-10)
11-18-2013 By Ord. No. 13-10; repealed 10-17-2022 by Ord. No. 22-13)
9-18-2000 By Ord. No. 00-15; repealed 2-21-2005 by Ord. No. 05-06)
5-16-2005 By Ord. No. 05-14; repealed 10-17-2022 by Ord. No. 22-13)
7-19-1993 By Ord. No. 93-17; repealed 2-21-2005 by Ord. No. 05-06)
10-18-1993 By Ord. No. 93-23; repealed 4-17-2006 by Ord. No. 06-10)
12-01-2003 By Ord. No. 03-27; repealed 9-18-2006 by Ord. No. 06-25)

(Added by Ord.
17-1998 by Ord. No. 98-24
0 by Ord. No. 00-13)
5 by Ord. No 15-10)
15 by Ord. No. 15-05)
by Ord. No. 16-21)
y Ord. No. 14-02)
y Ord. No. 05--06)

272 East Broadway; Marion Evans

212 Church Street, Elizabeth Howard
216 Church Street, Lisa Aborn
340 East Broadway; James Peyton
36 Eighth Street; Donald Radar Sr
85 Eighth Street; Terry L Steward
86 Eighth Street; Peggy A Kavanaugh

ATTACHMENT "A"

Grant Street 2-2-2004 No. 04-01)
Hedge Street (Added 7-17-2017 by Ord. No. 16-16)
S Front Street (Added 8-17-2015 by Ord. No. 15-04) Wesley Street (Added 11-17-2008 by Ord. No. 08-21)
Wesley Street (Added 4-6-1998 by Ord. No. 98-7)
Westside Court (Added 4-7-2003 by Ord. No. 03-10)

Yorke Street (Added 10-6-2023 by Ord. No. 03-20)
Yorke Street (Added 10-17-2005 by Ord. No. 05-34) Yorke Street (Added 4-17-2006 by Ord. No. 06-10) Yorke Street (Added 10-17-2005 by Ord. No. 50-34; amended 3-20-2006 by Ord. No. 06-06) Yorke Street (Added 9-19-2005 by Ord. No. 05-30)
Yorke Street (Added 6-16-2021 By Ord. No. 14-08 (Not on list but there is a sign up)

Church Street (Added 5-19-2025 by Ord. No. 25-12)
East Broadway (Added 3-21-2011 by Ord. No. 11-04)

Eighth Street (Added 2-2-2009 by Ord. No. 09-04)
133A Grant Street, Barbara E McCray
83 Hedge Street; Maria Martinez
34 S Front Street, Pamela Carney
139 Wesley Street, Frances Toms
246 Wesley Street; Eva Green
51 Westside Court, Zina Miller

124 Yorke Street; Joseph D Valentine
124 Yorke Street Apt 37; Dennis S Heacock
124 Yorke Street Apt 46 Wanda Hill
124 Yorke Street Apt 59; Roma J Dunn Jr

124 Yorke Street Apt 60; Stewart Sorrell
124 Yorke Street Apt 81 ; Maria Rivera
265 Sinnickson Street

232 Church Street Edith M. Pierce residence
344 East Broadway, Patricia A. Wilson residence

104 Eighth Street, John Tussey residence

CITY OF SALEM
ORDmANCE 26-14
AN ORDNANCE AMENDNG CHAPTER 225, SECTION 37 HANDICAPPED PARKING ZONE, AUTHORIZmG A HANDICAPPED PARKNG SPACE BE CREATED AND SIGNS TO BE PLACED AT VARIOUS LOCATIONS m THE CITY OF SALEM

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

Handicapped Parking Signs shall be placed at the following locations in the City of Salem:

232 Church Street in the name of Ronald Coleman
344 East Broadway in the name of Robin Wilson
104 Eighth Street in the name of Josephine Tussey
71 Carpenter Street in the name of Calvin Alexander
28 Oak Street in the narne of Karen Roots

This Ordinance shall take effect immediately after final passage and publication as provided by law.

ATTEST:
Ben Angeli, RMC

CITY OF SALEM
Timothy Gregory, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance infroduced by the Cornmon Council of the City of Salem on July 22, 2026. Public Hearing shall take place on August 17, 2026.

7-22-26 Date

Date

COUNCIL	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
J. Long						
D. wright						
T. Gregory						

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the

foregoing to be a frue and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on August 17, 2026.

_____ _____

Date Ben Angeli, RMC

CITY OF SALEM
ORDmANCE 26-14
AN ORDNANCE AMENDmG CHAPTER 69 OF THE CODE OF THE CITY OF SALEM, COUNTY OF SALEM, NEW JERSEY RELATED TO THE REGULATION OF ALCOHOLIC BEVERAGES

WHEREAS, current Chapter 69 of the Salem City Code was adopted as Ch. XVI, Sec. 16:01 and amended at various times; and

WHEREAS, "9-4 was amended by Ord. No. 93-16 on July 19, 1993; and

WHEREAS, from time to time, the City reviews its ordinances and wishes at this time to amend Chapter 69 of the Code of the City of Salem.

NOW, THEREFORE, BE IT ORDANED BY THE cowv10N COUNCIL OF Tl--m CITY OF SALEM:

Section 1. The above-mentioned recitals are incorporated herein as though frilly set forth at length.

Section 2. Chapter 69 of the Salem City Code entitled "Alcoholic Beverages" is hereby amended as follows:

§69-4 - Hours ofsale, is hereby deleted in its entirety and replaced with the following:

"§69-4, Hours ofsale.

A. Subject to the below provisions, Plenaty retail distribution licensees shall be permitted to operate seven (7) days a week between the hours of9:00 a.m. to 10:00 p.m.

B. No licensed place shall be open for sale of alcoholic beverages between the hours of 1:00 a.m. and 7:00 a.m., commonly observed time, except that retail consumption licensees and club licensees may be open from 1:00 a.m. to 2:00 a.m. on New Year's Eve. The licensed premises shall be vacated by all pations by not later than 1/2 hour after the final time permitted hereunderfor the sale ofalcoholic beverages.„

[Current 69-4(B) is hereby deleted in its entirety].

Section 3. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4 In the event any clause, section or paragraph of this Ordinance is deemed invalid or unenforceable for any reason, it is the intent of the City Council that the balance of the

Ordinance remains in full force and effect to the extent it allows the City to meet the goals of the Ordinance,

Section 5. This Ordinance shall take effect immediately upon final passage and publication as provided by law.

ATTEST:

Ben Angeli, RMC

ITY OF SALEM

Timothy Gr gory, Coun I Pr ent

comcn.,	MOVED	SECONDED		N	ABSTAm	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Long						
D. Wright						
T. Gregory						

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on July 22, 2026. Public Hearing shall take all take place on August 17, 2026.

7-22-26

Date

Ben Angeli, RMC

COUNCIL	MOVED	SECONDED		N	ABSTAm	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J, Long						
D. Wright						
T. Gregory						

Date

Dr. Jody Veler, Mayor

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a frue and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on August 17, 2026.

Date

Ben Angeli, RMC

CITY OF SALEM
ORDmANCE 26-14
AN ORDmANCE ESTABLISHING LEAD-BASED PAINT HAZARD CONTROL AND ABATEMENT PROTOCOLS, DESIGNATNG THE DEPARTMENT OF NSPECTIONS AS THE ENFORCNG AGENCY, AND CREATNG NEW CHAPTER 131 ENTITLED "LEAD-BASED PAINT INSPECTIONS"

WHEREAS, the Mayor and Common Council of the City of Salem find that lead exposure, particularly from deteriorated lead-based paint and lead-contaminated dust, poses serious risks to public health, especially for children and pregnant persons; and

WHEREAS, the City further finds that New Jersey has established standards governing lead hazard evaluation and abatement and periodic inspections and lead-safe certification for certain rental dwellings.

NOW, THEREFORE, BE IT ORDAIINED BY THE COÄNON COUNCIL OF THE CITY OF SALEM:

Section 1. The above-mentioned recitals are incorporated herein as though fully set forth at length.

Section 2. Chapter 131 entitled "Lead-Based Paint Inspections" is hereby created and attached as Exhibit A hereto.

Section 3. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4. In the event that any clause, section or paragraph of this Ordinance is deemed invalid or unenforceable for any reason, it is the intent of the City Council that the balance of the Ordinance remains in full force and effect to the extent it allows the City to meet the goals of the Ordinance.

Section 5. This Ordinance shall take effect after f al adoption and publication according to law.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Timothy Gregory, Council President

COUNCU,	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V, Jared						
S. Kellum						
J. Long						
D. Wright						
T. Gregory						

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on July 22, 2026. Public Hearing shall take place on August 17, 2026.

7-22-26

Date

Ben Angeli, RMC

COUNCIL	MOVED	SECONDED		N	ABSTAm	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Long						
D. wright						
T. Gregory						

Date

Dr. Jody Veler, Mayor

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on August 17, 2026.

Date

Ben Angeli, RMC

[EM{IBIT A]

§ 131-1 Definitions. In addition to the definitions set forth hereinafter, the regulations in N.J.A.C. 5:28A-1.2 are incorporated herein.

COMMISSIONER— The Commissioner of the Department of Community Affairs.

DEPARTNIENT — The Department of Community Affairs.

DEPARTNENT OF NSPECTIONS — The City of Salem department responsible for inspections, code enforcement, and property maintenance enforcement, or its successor.

DIRECTOR — The Director of the Department of Inspections or the Director's designee.

DUST WIPE SAIvfPLING — A sample collected by wiping a representative surface and tested, in accordance with a method approved by the United States Department of Housing and Urban Development (HUD) and as conducted pursuant to N.J.A.C. 5:28A-2.3.

DWELLING — A building containing a room or rooms, or suite, apartment, or space, that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one or more persons.

DWELLD{G UNIT — A unit within a building that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one or more persons.

INTERIM CONTROLS — A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs, or the term as it is defined pursuant to 42 U.S.C. §4851 b and the regulations adopted pursuant thereto.

LEA]) ABATElviENT — A set of measures designed to permanently eliminate lead-based paint hazards, in accordance with the standards established by the Commissioner at N.J.A.C. 5: 17.

LEAD-FREE — That a dwelling has been certified to have no lead-based paint or has undergone lead abatement, in accordance with N.J.A.C. 5:17.

LEAD-FREE CERTIFICATION — The certificate issued in accordance with N.J.A.C. 5:17, which states that there is no lead-based paint, or that the dwelling has undergone lead abatement, in accordance with N.J.A.C. 5 : 17.

LEAI)-SAFE — That a dwelling has been found to have no outstanding lead-based paint hazards. It does not mean that the dwelling is certified to be lead-free.

LEAD-SAFE CERTIFICATION — The certification issued pursuant to this chapter, which confirms that a periodic lead-based paint inspection was performed, and no lead-based paint hazards were found. This certification is valid for two years from the date of issuance, in accordance with N.J.A.C. 5:28A-2.4.

MULTIPLE DWELLING — Any building or structure and any land appurtenant thereto, and any portion thereof, in which three or more dwelling units are occupied or intended to be occupied by three or more persons living independently of each other. It also means any group of 10 or more buildings on a single parcel of land or on contiguous parcels under common ownership, in each of which two dwelling units are occupied, or intended to be occupied, by two persons or households living independently of each other, and any land appurtenant thereto, and any portion thereof. Multiple dwelling does not include those buildings and structures that are excluded pursuant to N.J.S.A. 55:13A-3(k).

PERIODIC LEAD-BASED PAINT NSPECTION — The initial inspection of all applicable dwelling units at the earlier of two years from July 22, 2022, or tenant turnover, and thereafter the earlier of three years or upon tenant turnover, consistent with N.J.A.C. 5:28A-2.1, for the purposes of identifying lead based paint hazards in dwellings.

REMEDIATION — Interim confrols or lead abatement work undertaken in conformance with this chapter to address lead-based paint hazards.

§ TENANT TURNOVER — The time at which all existing occupants vacate a dwelling unit, and all new. tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

VISUAL ASSESSViENT — A visual examination for deteriorated paint or visible surface dust, debris, or residue, and as conducted pursuant to N.J.A.C. 5:28A-2.3.

131-2. Lead-based paint inspections.

A. The Director shall cause to be inspected by visual assessment every single-family, two-family, and multiple rental dwelling unit for lead-based hazards at tenant turnover or by July 22, 2024, unless the dwelling unit is exempt. Thereafter, all such units shall be inspected every three years or upon tenant turnover, whichever is earlier, except that an inspection shall not be required at tenant turnover if the dwelling owner has a valid leadsafe certification for the dwelling The inspection shall be performed by a municipal employee who is qualified to perform a lead evaluation inspection, or by means of a shared service with another municipality, or by municipal contract with a lead evaluation contractor, certified to provide lead inspection services by the Department.

B. The dwelling owner or landlord may choose to have the inspection performed by directly hiring a lead evaluation contractor who is certified to provide lead paint inspection services by the Department. The Director shall have the authority to conduct inspections or investigations of landlords or owners that directly hire lead evaluation contractors to ensure that the required periodic lead-based paint inspections are being performed as required. The Director may prohibit an owner from directly hiring a lead evaluation contractor to conduct a periodic lead-based paint inspection where an owner, who previously chose to hire a lead evaluation contractor to conduct the inspection, failed to have the inspection completed, or the Director § determines that there is a conflict of interest between the owner and the lead evaluation contractor of choice.

C. The next periodic lead-based paint inspection shall be counted from the most recent periodic lead-based paint inspection that resulted in a valid lead-safe certification.

D. Lead-safe certifications are valid for two years from the date of issuance pursuant to N.J.A.C. 5:28A-2.4.

131-3. Exemptions from lead-based paint inspections. A rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:

A. Was constructed during or after 1978;

B. Is a single-family or two-family seasonal rental dwelling that is rented for less than six months' duration each year by tenants that do not have consecutive lease renewals;

C. Has been certified to be free of lead-based paint pursuant to N.J.A.C. 5:17;

D. Is in a multiple dwelling constructed prior to 1978 that has been:

(1) Registered with the Department for at least 10 years, and has no outstanding paint violations from the most recent cyclical inspection performed on the multiple dwelling pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq. and N.J.A.C. 5:10; or

(2) Has been registered with the Department for at least 10 years and has a current certificate of inspection issued by the Bureau of Housing Inspection; or

(3) Has been registered with the Department for at least 10 years with open inspections •that have no violations for paint; or

E. Has a valid lead-safe certification, which lead-safe certification is valid for two years from the date of issuance.

§ 131-4. Lead-safe certification. If the inspection results in a finding that no lead-based paint hazard exists in a dwelling unit or following remediation, then the Director or the lead evaluation contractor shall certify the dwelling unit as lead-safe on a form prescribed by the Department. The lead-safe certification provided to the property owner shall be valid for two years.

131-5. Remediation.

A. If the inspection results in a finding that a lead-based paint hazard exists in a dwelling unit, then the owner shall remediate the lead-based paint hazard by using abatement or interim confrols. The owner shall choose the appropriate remediation mechanism.

B. Interim controls shall be performed in accordance with the requirements of the United States Department of Housing and Urban Development at 42 U.S.C. {4851 b and detailed within the HUI) Guidelines for the Evaluation of Control of Lead-Based Paint Hazards in Housing. Abatement work shall be performed

in accordance with the requirements in the Lead Hazard Evaluation and Abatement Regulations in N.J.A.C. 5:17.

C. Upon conclusion of the remediation, the following procedure shall be utilized:

§

(1) If the owner utilized controls for remediation, a qualified municipal employee or lead evaluation contractor shall conduct an additional inspection with 60 days of the initial inspection by using dust wipe sampling. If the inspection shows that the hazard no longer exists, the Director or the lead evaluation confractor shall certify the unit as lead-safe on the form prescribed by the Department. The certification shall be valid for a period of two years from the date of issuance.

(2) If the owner utilized abatement for remediation, and a lead abatement clearance certificate has been issued by the Director in accordance with N.J.A.C. 5:17, then the lead-free certificate issued at the final clearance inspection shall exempt the dwelling from future periodical lead-based paint inspections.

131-6 Requirements for Lead Abatement Contractors and Lead Evaluation Contractors

§

A. All lead abatement contractors and lead evaluation contractors utilized by a property owner must be certified to provide lead inspection services by the Department of Community Affairs and shall be required to adhere to all standards for contractors within N.J.A.C. 5:17.

B. Prior to engaging any Lead Abatement or Lead Evaluation firm, a property owner shall contact the

Department of Community Affairs 'Lead Hazard Abatement line at (609) 633-6224 or by fax at (609) 943-5159 or at the nurnber listed at https://www.nj.gov/dca/codes/offices/leadhazard abatement.shtml in order to verify the contractor's certification status.

131-7. Property owner responsibilities.

§ Unless subject to an exemption, a property owner shall:

A. Provide evidence of a valid lead-safe certification as well as evidence of the most recent tenant turnover at the time of the cyclical inspection carried out under the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq.;

B. Provide evidence of a valid lead-safe certification to new tenants of the property at the time of tenant turnover, and affix a copy of such certification as an exhibit to the lease provided to the tenant(s); and

C. Maintain a record of the lead-safe certification which shall include the name or names of the unit's tenant or tenants, if the inspection was conducted during a period of tenancy.

131-8. Recordkeeping. The Director shall cause to be maintained a current record of all inspection schedules, inspection results, and tenant turnover for all dwellings which are required to have lead-based paint inspections. The Director shall also maintain a record of all lead-free certifications.

131-9. Fees.

A. All fees shall be dedicated to meeting the costs of implementing and enforcing the regulation of leadbased paint hazards and shall be paid in advance.

B. A fee in the amount of $200 shall be paid for each lead-based paint visual assessment inspection performed by the City. Where dust wipe sampling shall be required, the owner shall pay for all additional costs.

C. The fee for the filing of a lead-safe certification shall be $50.

D. For each inspection, an additional fee of $20 per unit shall be assessed for the purposes of the Lead Hazard Control Assistance Act, N.J.S.A. 52:27D-437.10. This fee shall be deposited in the Lead Hazard Control Assistance Fund.

E. If a lead hazard is identified in an inspection of one of the dwelling units in a building consisting of two or three dwelling then the remainder of the building's dwelling units shall be inspected for lead hazards, with the exception of dwelling units that have been certified to be free of lead-based paint. Fees for additional inspections shall be charged in accordance with Subsection B.

F. In a common interest community, payment of any inspection fee shall be the responsibility of the unit owner and not the homeowner's association, unless the association is the owner of the unit.

§ 131-10. Violations and penalties. If the Director determines that a property owner has failed to comply with a provision ofN.J.S.A. 52:27D-437.16 et seq., with respect to a rental dwelling unit owned by the property owner, the property owner shall be given 30 days' notice to cure any violation by conducting the required inspection or initiating any required remediation efforts. If the property owner has not cured the violation after 30 days, the property owner shall be given 30 days' written notice to cure any violation by conducting the required inspection or initiating any required remediation efforts. If the property owner has not cured the violation after 30 days, the property owner shall be subject to a penalty not to exceed $1,000 per week until the required inspection has been conducted or remediation efforts have been initiated.

CITY OF SALEM
ORDNANCE 26-17

AN ORDINANCE CREATNG NEW CHAPTER 136 ENTITLED "LOITERNG; GOOD ORDER AND PEACE"

WHEREAS, the Mayor and Common Council of the City of Salem find that loitering in certain public and quasi-public places causes disturbances and nuisances such as the obstruction of pedestrian and vehicular traffic; and

WHEREAS, the City wishes to combat obstructions to good order and peace by establishing a new Chapter of the City of Salem Code to regulate certain conduct.

NOW, THEREFORE, BE IT ORDAINED BY THE CONNON COUNCIL OF THE CITY OF SALEM:

Section 1. The above-mentioned recitals are incorporated herein as though fully set forth at length.

Section 2. Chapter 136 entitled "Loitering; Good Order and Peace" is hereby created and attached as Exhibit A hereto.

Section 3. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4. In the event that any clause, section or paragraph of this Ordinance is deemed invalid or unenforceable for any reason, it is the intent of the City Council that the balance of the Ordinance remains in full force and effect to the extent it allows the City to meet the goals of the Ordinance.

Section 5. This Ordinance shall lake effect aner final adoption and publication according to law.

ATTEST:
Ben Angeli, RMC

CITY OF SALEM
Timothy Gregory, Council President

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

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on July 22, 2026. Public Hearing shall take place on August 1 7, 2026.

Ben Angeli, RMC

7-23-06

Date

COUNCU.,	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
J. Long						
D. wright						
T. Gregory						

Date

Dr. Jody Veler, Mayor

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council ofthe City of Salem after a second reading and public hearing on August 17, 2026.

Date

Ben Angeli, RMC

[EXHIBIT A]

ARTICLE 1 - LOITERING

136-1 Definitions.

As used in this chapter.

LOITERING — Remaining idle or walking aimlessly about in essentially one location.

PARENT or GUARDIAN — Any adult person having care or custody of a minor, whether by reason of blood relationship, the order of any court or otherwise.

PUBLIC PLACE — A place to which the public has access and shall include any public building and grounds, street, boardwalk or sidewalk. It shall also include the front or neighborhood of a store, shop, restaurant, tavern or other place of business, and public grounds, areas, parks and marinas, as well as parking lots or other vacant

private property not owned by or under the control of the person charged with violating this section or in the case of a minor, not owned or under the control of his parent or guardian.

QUASI-PUBLIC PLACE — Private or publicly owned property utilized for proprietary or business uses which invites patronage by the public or which invites public ingress and egress.

136-2 Certain types of loitering prohibited.

No person shall loiter in a public or quasi-public place in such a manner as to:

A. Obstruct the free passage of pedestrians or vehicles.
B. Obstruct or interfere with any person lawfully in a public or quasi-public place.

136-3 Violation.

Any person violating the provisions of this chapter shall be ordered to move on by a police officer, constable or other law enforcement officer and the person failing to shall be guilty of a violation of this chapter.

136-4 Loitering by minors; notice; presumption.

§ The parent or guardian of a minor under the age of 18 years shall not knowingly permit that minor to loiter in violation of this chapter. Whenever any minor under the age of 18 years is charged with a violation of this chapter, his parent or guardian shall be notified of this fact. If at any time within 30 days following the giving of notice, the minor to whom such notice relates again violates this chapter, it Ghall be presumed in the absence of evidence to the contrary that the minor did so with the knowledge and permission of his parent or guardian.

136-5 Penalty.

Any person violating the terms or provisions of this Article I of Chapter 136 for a first offense shall be liable for a fine of up to $500, incarceration in the City or Salem County Jail for a period not to exceed 30 days and

§ ordered to perform community service for a period of time not to exceed 100 hours.

136-6 Observance of lawful orders and posted tramc regulations.

No person shall disobey or fail to follow the order, direction or other signal of any police offcer, sheriffs deputy, New Jersey State Trooper, constable or other properly authorized law enforcement offcial within the City; nor shall any persons disobey or fail to follow the traffc instructions on any properly posted tramc control device or fraffic signal within the City.

§ ARTICLE 11 - GOOD ORDER AND PEACE

136-7 Obstruction.

A. No person shall intentionally obstruct pedestrian or vehicular traffic upon the public streets, public sidewalks, public pavilions, public parks, transit area, bus stop or other public places. Acts authorized as an exercise of one's Constitutional right to picket or legally protest and acts authorized by a permit issued pursuant to the Code of the City of Salem shall not constitute obstruction of pedestrian or vehicular traffc

B. No person shall sleep in or on any public or quasi-public street, sidewalk, pavilion, park, transit area, bus stop or other public places so as to obsfruct or interfere with the passage of any person or persons lawfully being on or upon said streets, sidewalks, pavilions, parks, transit area, bus stop or other public places.

C. No person shall loiter on government-owned property within the confines of the City of Salem between the hours of 10:00 p.m. to sunrise except for unusual and unforeseen emergencies, City-sponsored activities, and/or otherwise approved by the City Council.

5136-8 Disturbing good order and peace.

A. It shall be unlawful and illegal to enter, without legitimate and reasonable errand or business, upon any private property, hotel, rooming house, lodging place or other place of public accornmodation, and not having previously obtained express or implied permission of the owner or person in lawful control and possession of such places above described, to make use of the furniture, showers, toilets or other like facilities there installed, or wander or roam about the premises.

B. It shall be unlawful and offensive to enter upon any public or quasi-public place or private property without the consent of the owner or person in lawful control and possession thereof and to there picnic, change apparel, dress or undress or to urinate or defecate upon the premises or commit any other nuisance.

§ 136-9 Violations and penalties. Any person of association or persons convicted of a violation of any provision of this Article Il of Chapter 136 shall, upon conviction thereof, be subject to a fine not exceeding $2,000 or 30 days imprisonment in the City or county jail, or for a period of community service not exceeding 100 hours, or any combination of the three.

CITY OF SALEM
ORDNANCE 26-18

ORDNANCE AUTHORIZING THE SALE OF BLOCK 78, LOT 4; BLOCK 36, LOT 7; BLOCK 31, LOT 14; BLOCK 36, LOT 14; BLOCK 34, LOT 13 ON THE OFFICIAL TAX MAP OF THE CITY OF SALEM AND THE EXECUTION OF ALL NECESSARY DOCUMENTS

WHEREAS, on December 2, 2013, the City of Salem, in the County of Salem, State of New Jersey (the "City") adopted Resolution No. 2013-152, whereby, the Mayor and Council declared the entirety of the City as an "Area in Need of Rehabilitation" pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40: 12A-1 et seq. ("I-RI-IL"); and

WHEREAS, on June 20, 2022, the City adopted Ordinance No. 22-07 , whereby the Mayor and Council adopted a redevelopment plan pursuant to the LRHL (the "Redevelopment Plan"); and

WHEREAS, the City has determined that there is a need within the City to sell certain property in furtherance of the Redevelopment Plan; and

WHEREAS, the City is the ovvner of certain real property located at Block 78, Lot 4; Block 36, Lot 7; Block 31, Lot 14; Block 36, Lot 14; Block 34, Lot 13, on the Official City of Salem Tax Map (the "Tax Map"), collectively known as the "Property"; and

WHEREAS, N.J.S.A. 40A: 12A-8(g) authorizes the sale by municipalities of any property or improvements to any other party without public bidding and at such prices and upon such terms as it deems reasonable, provided that the sale is made in conjunction with a redevelopment plan; and

WHEREAS, the City is desirous to redevelop the Property in a timely manner,

WHEREAS, DONE RIGHT PROPERTY MAINTENANCE, LLC ("Prospective Buyer"), made an offer to purchase the Property in the amount of Dollas and Zero Cents for redevelopment of the Property as a residential single-family home; and

WHEREAS, the Prospective Buyer will be required to rehabilitate or construct a residential, single-family homes on the Property (the "Improvements"); and

WHEREAS, the Prospective Buyer will be required to enter into a Redevelopment Agreement with the City related to the improvements; and

WHEREAS, the City believes that accepting the offer and permitting the sale of the Properwr to the Prospective Buyer is in the best interest of the City and its residents.

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

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

Section 2. The City of Salem hereby authorized the sale of the Property identified as Block 78, Lot 4; Block 36, Lot 7; Block 31, Lot 14; Block 36, Lot 14; Block 34, Lot 13 on the Official City of Salem Tax Map subject to the terms of a Redevelopment Agreement, for the consideration of $50,000.00

Section 3. The City does hereby designates DONE RIGHT PROPERTY MAINTENANCE, LLC as redeveloper of the Property.

Section 4. The Mayor, Adminisfrator, or City Clerk is hereby authorized to execute an Agreement of Sale and Redevelopment Agreement for the Property.

Section 5. The Mayor, Administrator, or City Clerk, as may be required, is authorized to execute any documents necessary to effectuate the sale of the Property.

Section 6. The Agreement of Sale and Redevelopment Agreement, once executed, shall remain on file in the City Clerk's Office and may be viewed during regular business hours.

Section 7. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 8. This ordinance shall take effect after final adoption and publication according to law.

ATTEST:

Ben Angeli, RMC

CITY OF SALEM

Timothy Gregory, Council President

COUNCH.,	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Long						
D. wright						
T. Gregory						

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on July 22, 2026. Public Hearing shall take I take place on August 17, 2026.

7-22-26

Date

Ben Angeli, RMC

COUNCIL	MOVED	SECONDED		N	ABSTAN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kelium						
J. Long						
D. wright						
T. Gregory						

Date

Dr. Jody Veler, Mayor

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a frue and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on August 17, 2026.

Date

Ben Angeli, RMC

RESIDENTIAL CONTRACT FOR SALE

THIS CONTRACT FOR SALE has been prepared on the day of , 2026.

BETWEEN City of Salem the Seller(s)

Done Right Property Maintenance LLC the Buyer(s)

Whose address is 179 Oak st, Salem, NJ 08079

Whose address is 125 West Broadway, Salem, NJ 08079 and

PROPERTY

BLOCK/LOT: BL 78, LT 4; BL 36, LT 7; BL 31, LT 14; BL 36, LT 14: BL 34, LT 13

ADDRESS: 38 Oak Se 321 Morrison Ave, 282 Morrison Ave• 324 Craven Ave. 284 Craven Ave CITY: Salem

in the City of Salem County of Salem in the State of New Jersey.

The property to be sold consists of: (a) the land described in this Contract and all the buildings, structures and fixtures on the land; and (b) all of the Seller's rights related to the land.

BUYER'S RELATIONSHIP WITH AN LICENSED BROKER	
No Business Relationshi Bu er is not re resented b a broker	
Broker Com an	Licensee s ame :
Com an Address:	Di.rect Phone:
Com an Phone:	Cell Phone:
Com an Fax:	Fax:
	Email:
Broker is: Buyer Agent (Broker represents Buyer Only) Dual Agent (See Dual and/or Designated Agent box below	Licensee(s) is: Buyer Agent with Designated Agency Buyer Agent without Designated Agency Dual Agent (See Dual and/or Designated Agent box below

SELLER'S RELATIONSHIP w1TH AN LICENSED BROKER	
No Business Relationshi Seller is not re resented b a broker	
Broker Com an	Licensee s ame :
Company Address:	Direct Phone:
Com an Phone:	Cell Phone:
Com an Fax:	Fax:
	Email:
Broker is: Seller Agent (Broker represents Seller Only) Dual Agent (See Dual and/or Designated Agent box below	Licensee(s) is: Seller Agent with Designated Agency Seller Agent without Designated Agency Dual Agent (See Dual and/or Designated Agent box below
Transactional Licensee roker and Licensee s rovide real estate services but do not re resent Seller	

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual A ent.

By this Contract, dated on the _____ day of _____, 2026 ("Contrac€'), Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property, which is more particularly described in this Contract. The following terms, provisions, and conditions are further agreed to:

1. SALE, PURCHASE AND PROPERTY.

The Seller agrees to sell and Buyer agrees to buy under the terms of this contract:

(A) All that land, building(s) and improvements in the Municipality of City of Salem, County of Salem, and State of New Jersey, being commonly known as 38 Oak St: 321 Morrison Ave; 282 Morrison Ave; 324 Craven Ave; 2.4-Cx.A.yen-&B.Salem.Ngy-.1eæx 08079 identified on the Municipal Tax Map as BLOCK/LOT: BL 78, 9 LT 4; BL 36. LT 7; BL 31, LT 14; BL 36, LT 14; BL .34, LT 13 10 (B) All other rights of the Sel.ler in the land.

2. Personal Property and Fixtures.

3. The property being transferred includes all fixtures permanently attached to the building(s), all shrubbery, plantings and fencing.

(A) Also included:

(B) Specifically excluded:

4. PURCHASE PRICE AND DEPOSIT

(A) The purchase price for property is $50,000, payable as follows:

1. Deposit at signing of this Conffact:0 $_____

2. Deposit within days of the Execution Date of this Contract:0 $_____

3.0 $_____

4. Remaining Balance will be paid at Settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired frnds. All funds paid by Buyer within 30 DAYS of Settlement, including funds paid at Settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here:), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation Of termination of this Contract. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execudon of this Contract.

5. TIME and PERFORMANCE

(A) The Settlement date is within thirty (30) days after the execution of this Contract ("Settlement"), or before if Buyer and Seller agree.

(B) The Settlement date is of the essence.

(C) Settlement will occur in the county where the Property is located Of in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(D) Settlement shall take place at the offices of the title company or such other mutually convenient location as agreed to by the parties.

6. SUFFICIENT ASSETS.

(A) Buyer represents that as of the signing of this Contract, Buyer has or ,will have as of the date of settlement, all necessary cash assets, together with the mortgage loan proceeds, to complete settlement. Should the Buyer not have sufficient cash assets at the time of settlement, Buyer will be in breach of Conn•act and Seller shall be entitled to any remedies as provided by law.

(B) Buyer further represents:

The purchase of this property is NOT contingent upon the sale of any other real estate or personal property.

In order to complete settlement, Buyer will require the proceeds from the sale of property located at ,

which is currendy under Contract. A copy of such Contract of Sale shall be delivered to Sel.ler, or Seller's agent, at the time of signing of this Contract.

In order to complete setdement, Buyer will require the proceeds from the sale of property located at which is NOT currently under Contract.

A fight of first refusal provision is attached and made a part of this Contract of Sale.

Seller represents that as of the date of settlement, Seller will have sufficient assets, including, but not limited to, the equity in the property, to satisfy all liens, encumbrances and costs to complete settlement.

_____/_____ Maley Givens, P.C. Seller Initials: _____/_____

I

~~**7. MORTGAGE CONTINGENCY, PLACEMENT FEE (POINTS), COMMITMENT DATE.**~~

~~(A) If payment of the purchase price requires a mortgage loan other than by the Seller or other than assumption of Seller's mortgage, the Buyer shall apply for the loan in writing on lender's standard form within seven (7) days after the execution of this Contract and use their best efforts to obtain it. The Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize the lender to communicate with the real estate broker(s) and involved attorney(s). The Buyer shall obtain a written commitment from an established mortgage lender to make a loan on the property under the following terms.~~

~~(B) Principal Amount: Type of Mortgage: ☐ VA | ☐ FHA | ☐ Conventional | ☐ Other~~

~~(C) Term of Mortgage: 30 years, with monthly payments based on a 30 year payment schedule.~~

~~(D) If VA guaranteed or FHA insured, it is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than $. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.~~

~~(E) At settlement, Seller shall also pay $0.00 to be applied toward Buyer's escrow items, closing costs, and/or points. This amount shall not exceed the maximum credit permitted by Buyer's Mortgage Lender. Each "point" being 1% of Buyer's mortgage loan.~~

~~(F) The written mortgage commitment must be delivered to the Seller or Seller's agent who is the Listing Broker identified on Page 1 no later than the 28th day of July, 2017. Should Buyer require additional time to obtain the written mortgage commitment, the commitment date shall automatically be extended for a period not to exceed five (5) days. If such extension shall cause the commitment date to extend beyond the settlement date specified in Paragraph 5 then the settlement date shall be extended for 7 days after the revised commitment date. In the event the mortgage commitment is not delivered by the specified date, or any extended date permitted by the Seller, this Contract shall be deemed null and void. In that event, the deposit monies paid by the Buyer, shall be returned to the Buyer unless failure to obtain the mortgage commitment is the result of the Buyer's negligence or intentional conduct or failure to diligently pursue the mortgage application.~~

8. INSPECTION BY LENDERS, SURVEYORS: CERTIFICATIONS & REPAIRS.

(A) Seller agrees to permit inspections of the property by authorized appraisers, inspectors and surveyors that may be requested by Buyer and/or Buyer's mortgage lender.

(B) All mandatory certifications required by the Buyer's mortgage lender shall be paid for by the Buyer, except as otherwise provided in this Contract.

(C) All mandatory repairs required by the Buyer's mortgage lender, or as a condition of those certifications, shall be accomplished before settlement at the Buyer's expense, except as otherwise noted in this Contract. If the total cost of those repairs is more than $500.00, this Contract may be declared null and void at the option of the Buyer and all deposit-monies paid by the Buyer toward the purchase price shall be refunded to the Buyer, without further liabi.lity to the Buyer, or the Seller may elect to make the repairs in excess of $500.00 at the Seller's expense and in that event, this contract shall remain in full force and effect.

9. FLOOD AREAS.

The federal and state governments have designated certain areas as flood areas. If the property is located in a flood area, the use of the property may be limited, The Seller is not aware that the property is in a flood area; however, this does not ensure that your lender may not require flood insurance. If Buyer's inquiry reveals that the property is in a flood area, the Buyer may cancel this Contract within ten (10) business days after the execution of tllis Contract. If the mortgage lender requires "flood insurance" then the Buyer shall be responsible for obtaining such insurance on the property.

10. POSSESSION, OCCUPANCY AND TENANCIES.

Possession is to be delivered by deed, physical possession to the Property in as-is, where-is and with all faults condition, at the day and dme of Settlement, unless Seller, before signing this Contract, has identified in wHting that the Property is subject to a lease.

_____/_____ Maley Givens, P.C. Seller Initials: _____/_____

~~☐ The Property is at present occupied by _____ ("Tenants") under the terms of a lease which shall be annexed hereto and made a part of this Contract. Transfer of title and possession will be subject to such tenancies, but all right, title and interest of Seller therein must be transferred to Buyer or its nominees at the time of conveyance of title. Seller represents that none of the tenants are currently in default under their lease(s). Seller must provide copies of all leases within _____ days of execution of this contract.~~

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11. DATES AND TIME FOR PERFORMANCE.

The Seller and the Buyer agree that all dates and times for performance of this Contract are OF THE ESSENCE. This means that the Seller and Buyer must perform what is required of them within the time limits set by this Contract, or be in default, except as provided in this Contract.

12. SETTLEMENT COSTS and MONEY ADJUSTMENTS

(A) Payment of the cost of drawing of the Deed and realty transfer taxes will be paid by Seller unless otherwise stated here: Buyer to pay up to $2,500.00 to Seller for reimbursement of legal costs.

(B) At the time of Settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents and security deposits; interest on mortgage assumptions; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro,,rated for the period(s) covered. Seller will pay up to and including the date of Settlement and Buyer will pay for all days following Settlement, unless otherwise stated here: .

(C) Buyer shall pay the title company charges for disbursements and attendance allowed by the Commissioner of Insurance.

13. QUALITY AND INSURABILITY OF TITLE.

128 (A) The title to be transferred shall be a marketable dtle and insurable at regular rates by a reputable title insurance 129 company authorized to do business in the State of New Jersey.

130 (B) The title shall be free and clear of all encumbrances including municipal liens and assessments and liabilities for

131 future assessments for improvements consffucted and completed; however, title shall be subject to liabilities for

132 assessments for municipal improvements not completed on the date of this Contract. Seller represents that Seller

133 has has not been notified of any such assessments. All liens and encumbrances shall be satisfied at or

134 before time of settlement. The title shall be subject to all existing utility easements and restrictions of record, 135 provided such easement or restriction does not unreasonably limit the use of the property. Generally, an easement 136 is a right of a person, other than the owner, of the property to use a portion of the property for a special purpose. 137 A restriction is a recorded limitaüon on the use of the property. A violation of any restricü)n shall not be a reason 138 for Buyer refusing to complete settlement as long as the Title Company insures the Buyer against actual loss at 139 regular rates.

140 (C) The Seller states, to the best of the Seller's knowledge, that there a-re no restrictions in any conveyance or plans of 141 record that will prohibit use and/or occupancy of the property as a single fan-lily residential dwelling.

142 (D) The Seller states that all buildings and other improvements on the property are within its boundary lines. Also,

143 that no improvements on adjoining properties extend across the boundary lines of this property. In the event the

144 Seller is unable to transfer the quality of title required and if the Buyer is unwilling to accept Seller's title without a

145 reduction of the purchase price, the monies paid by Buyer toward the purchase price shall be returned to the 146 Buyer, together with expenses of examining the title, making survey, mortgage application fees and Buyer's other 147 reasonable expenses in preparing for settlement without further liability to the Seller.

148 14. TITLE; DELIVERY OF DEED and OTHER DOCUMENTS REQUIRED FOR SETTLEMENT

149 (A) Title to the Property shall be marketable and insurable at regular rates by any reputable title insurance company to 150 be selected by Buyer and shall be free and clear of all liens and encumbrances.

151 (B) Within ten (10) business days of the execution of this Contract, Buyer shall obtain a title search 152 (the "Commitmene'), at Buyer's expense, and shall provide a copy of satne to Seller.

153 (C) If any exceptions, including but not limited to :estrictions of record ("Other Exceptions") appear in the

154 Comminnent which would interfere with Buyer's proposed use of the Property, Buyer shall notify Seller in writing 155 of such Other Exceptions, prior to the expiration of the time set forth in Paragraph 14(B).

156 I. Within five (5) days of receipt of such notice, Seller shall either:

157 a. Clear the title of the Other Exceptions, which shall be done at Seller's sole cost and expense; or

158 b. Notifr Buyer that Seller does not agree to clear the title of the Other Exceptions, upon which Buyer shall

159 have the option, to exercise in writing not later than five (5) days after receipt of Seller's notification, to 160 terminate this Contract or in the alternative, to proceed to Settlement and to accept dtle subject to the

161 Other Exceptions.

2. In the event of termination of this Contract, this Contract shall be null and void and the Parties shall have no further rights or obligations to one another.

(D) Seller agrees to provide and Buyer agrees to accept title to property by fee simple Bargain and Sale Deed with Covenants Against Grantor's Acts, in executed and recordable form, unless otherwise stated here: Seller to provide Deed with restrictions to renovate and sell the properties to an owner occupant within a year of purchase. I. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

(E) The Seller shall give to the Buyer and/or title company an Affidavit of Title and executed IRS 1099S form for reporting the sale. Seller(s) state that they are not foreign persons or non-resident aliens for the purpose of U.S. income taxation and will, if required, provide a certificate of non-foreign status at, or before, Settlement as to each Seller.

~~may cancel this Contract, unless Buyer agrees to accept the premises without the treatment and/or repairs, in which case the Seller shall allow a credit of up to $0.00 against the purchase price at time of settlement. If Seller elects to cancel this Contract, all deposit monies plus the Buyer's reasonable expenses, if any, in preparing to make settlement shall be refunded to the Buyer. The failure of the Buyer to furnish the inspection report to the Seller or Seller's agent within the time provided will constitute a waiver by the Buyer of Buyer's rights under this clause.~~

17. RADON INFORMATION. (Check one)

Seller bas obtained a radon test. The results of the test are being provided to the Buyer.

Seller represents that Seller is unaware of any such tests having been made.

18. LEAD-BASED PAINT DOCUMENT ACR•.IOWLEDGMENT (applies to dwellings built before 1978) 225 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead in Your Home".

226 Moreover, a copy of a document entitled DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT 227 LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS has been fully completed and by Buyer, 228 Seller and Broker(s), if any, and is attached and made part of this Contract.

19. LEAD-BASED PAINT and/or LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE.

This paragraph is applicable to all dwellings built prior to 1978. Unless the Buyer and Seller agree to a longer or shorter period, Buyer has a ten (10) business day period within which to complete an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk assessor for the presence of lead-based paint hazards. The Inspection shall be ordered and obtained by the Buyer at the Buyer's expense, within ten (10) business days from the execution of this Conu•act. If the Inspection indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall be deemed to be null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at the Property, dlis contingency clause will terminate at the time set forth above unless within five (5) business days of receiving the inspection results, the Buyer delivers a copy of the inspection and/or risk assessment report to the Seller and Broker(s), if any, and (a) advises Seller and Broker(s), in writing that Buyer is voiding this Contract; or (b) delivers to Seller and Broker(s) a written amendment (the "Amendment") to this Contract listing the specific existing deficiencies and corrections required by the Buyer. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies, and (b) furnish the Buyers with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the date of settlement. The Seller shall have five (5) business days after receipt of The Amendment to sign and return

it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the amendment or fails to offer a counter-proposal, this Contract shall be null and void and all deposit monies paid by Buyer toward the purchase price shall he refunded to the Buyer, without further liabi.lity to the Seller. In the event Seller offers a counter-proposal, Buyer shall have five (5) business days after receipt of the counter-proposal to accept it. If the Buyer fails to accept the counter-proposal within tlle time limit provided, this Contract shall be null and void and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer, without further liability to the Seller.

20. NOTICE OF OFF-SITE CONDITIONS.

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c.253 the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residendal in the vicinity of tlle off-site condition. Purchasers may examine the lists and axe encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions that may affect the value of the property. In cases where a property is located near the border of a municipality, purchasers may wish to also examine the list maintained by the neighboring municipality. If new construction, see attached NOTIFICATION REGARDING OFF-SITE CONDITIONS ADDENDUM.

21. AIRPORT SAFETY ZONE. (Check applicable box)

Seller represents that the property identified in Paragraph 1 of this Contract is is not located in an AIRPORT SAFETY ZONE as defined by the New Jersey Air Safety and Zoning Act of 1983, amended by P.L. 1991, c.445.

22. DISPUTE BETWEEN SELLER AND BUYER OVER DEPOSIT.

The Escrow Holder is not required to resolve any dispute which might arise between the Seller and Buyer concerning deposit payments in the Trust Account. The Escrow Holder will require from both the Seller and Buyer their written permission to pay out the deposit payment from the Trust Account. If the dispute is not resolved, the Escrow Holder will retain the deposit money until the Buyer and/or Seller receive an order from the Court regarding distribution.

23. ASSESSMENTS

If, at the time of transfer of title, property or any part thereof is subject to an assessment or assessments payable in installments, all installments not due or delinquent at the time of transfer will nevertheless be deemed to be due and

payable at such time and as liens on the real property described in this Contract, and all such assessments must be paid and discharged by Seller.

24. RISK OF Loss; MAINTENANCE; CONDEMNATION

(A) All risk of loss or damage to the property by fire or otherwise, except ordinary wear or tear, is on the Seller until the date of Settlement or until the Buyer takes possession of the Property, whichever date is earlier. If there is any damage to the property, the Buyer can proceed with the Settlement or may, with the Seller!s written consent, either (A) require the Seller to repair the damage before Settlement; or (B) deduct a fail and reasonable estimate of cost to repair the property from the purchase price. in the event that the Seller does not consent to (A) or (B) above, the Buyer may cancel this contract. In addition, if the cost of repairs is more than 10% of the contract sales price, the Buyer may cancel this contract without the necessity of the consent of the Seller and the Seller will not be responsible for any search or survey expenses.

(B) The land and buildings shall be transferred in the same condition as they now appear, reasonable wear and tear excepted. This means that the property is being sold in its present conditions unless otherwise warranted hereinafter. In addition, Seller shall leave the property free of debris and in broom-clean condition.

(C) If the Property is or becomes the subject of a condemnation proceeding prior to Settlement, Buyer may, at its option, terminate this Contract by giving Notice of such termination to Seller on or before the Settlement date, and upon such termination the Deposit shall be returned to Buyer and this Contract shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the total purchase price shall be reduced by the total of any condemnation award received by Seller at or ptior to Settlement. On

Settlement, Seller shall assign to Buyer all Seller's rights in and to any future condemnation awards Of other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

25. SELLER'S WARRANTIES and PRE-SETTLEMENT INSPECTION

(A) Seller makes no warranty of the plumbing, electrical and heating systems, the central air-conditioning, if existing, nor does it warrant the equipment servicing those systems.

(B) Buyer shall have the right to inspect the Property immediately prior to Settlement to ensure the Property is in the same condition as it appeared at the time this Contract was executed, ordinary wear or tear excepted.

(C) Buyer acknowledges that utilities may not now or during the 48-hour period immediately preceding Settlement be In service.

26. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE.

(A) Seller makes no representation concerning existing zoning ordinances.

(B) Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this property, Buyer shall obtain it at Buyer's expense and shall be responsible to make and pay for any repairs required in order to obtain the Certificate OE Letter. However, if this expense should exceed$500.00 to the Buyer, then the Buyer may terminate this contract and all deposit monies shall be returned to the Buyer, unless the Seller elects to make repairs in excess of $500.00 at the Seller's expense. In addition, Buyer shall comply with the New Jersey State Law, and local ordinances, including but not limited to smoke detectors, carbon monoxide detectors and indoor sprinklers, the cost of which shall not be considered as a repair cost.

~~**27. CONDOMINIUM/HOMEOWNERS ASSOCIATION DOCUMENTS.**~~

~~If the property is a condominium, or is subject to a homeowners1 association, Seller shall prior to or at the time of the signing of this Contract, provide Buyer with a copy of the current rules, regulations and by-laws of the condominium, and/or homeowners' association. The name(s), address(s) and telephone number(s) of the Association(s) is/are: _____~~

~~Seller, if required, shall provide Buyer with written approval by the condominium or homeowners' association for Buyer's purchase of the property. Prior to settlement, Seller shall provide a "Status of Account" letter and Certificate of Insurance for the Association. Seller represents that the current annual association fee is $_____. Buyer acknowledges that associations commonly require a one-time non-refundable capital contribution or start-up fees.~~

~~**28. SELLER'S REPRESENTATION. (Check appropriate box)**~~

~~(A) Seller represents that the property is serviced by: ☐ public ☐ private waste disposal. If private waste disposal, see attached PRIVATE WASTE DISPOSAL ADDENDUM.~~

~~(B) Seller represents that the property is serviced by: ☐ public ☐ private drinking water source. If private drinking water source, see attached WELL DRINKING WATER TEST ADDENDUM.~~

~~(C) Seller represents that to the best of Seller's knowledge there ☐ is/are no underground fuel tank(s), ☐ is/are underground fuel tank(s) on the property, ☐ was/were underground fuel tank(s) which was/were properly~~

~~removed, ☐ is/are underground fuel tank(s) which was/were properly abandoned in place pursuant to the rules and regulations of NJDEP. If an underground fuel tank(s) is present see attached UNDERGROUND FUEL TANK ADDENDUM.~~

29. BULK SALE NOTICE

(A) The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law') applies to the sale of certain residential property. Under the Law, the Buyer may be liable for taxes owed by the Seller if the Law applies and the Buyer does not deliver to the Director of the New Jersey Division of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten (10) business days prior to the Closing, If the Buyer decides to deliver the Tax Form to the Division, the Seller shall cooperate with the Buyer by promptly providing the Buyer with any information that the Buyer needs to complete and deliver the Tax Form in a timely manner. The Buyer promptly shall deliver to the Seller a copy of any that the Buyer receives from the Division in response to the Tax Form. The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if the Seller is an individual, estate or trust. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time share, or a dwelling unit that is rented for residential purposes for a tertn of not more than 125 consecutive days, by an owner that has a permanent residence elsewhere.

(B) If, prior to the Closing, the Division notifies the Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for possible unpaid tax liabilities of the Seller, the Buyer's attorney or the Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax Amount from the closing proceeds and place that arnount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of available closing proceeds, the Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to the Sel.ler (or as otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be asserted under the Law against the Buyer. The provisions of this Section 29 shall survive the Settlement hereunder.

~~30. NEW JERSEY HOTEL AND MULTIPLE DWELLING HEALTH AND SAFETY ACT:~~

~~If the New Jersey Hotel and Multiple Dwelling Health and Safety Act applies to the Property, the Seller represents that the Property complies with the requirements of the Act.~~

~~31. BROKERAGE FEE; LIEN ON PROCEEDS; BROKER'S RIGHT TO BROKERAGE FEE~~

~~(A) Seller agrees to pay the named real estate broker(s) for services rendered in procurring this sale. This fee is payable as follows:~~

~~1. Listing Broker: _____ Brokerage Fee: _____~~

~~2. Selling Broker: _____ Brokerage Fee: _____~~

~~(B) The brokerage fee shall be due and payable at the time of actual Settlement and all purchase money consideration has been received by the Seller. The Seller agrees and acknowledges that the dollar amount of the brokerage fee shall be a lien (a legal claim) on the purchase money proceeds derived from the sale of the subject property. The Seller, by this Contract, authorizes and directs the Buyer's attorney, or the title insurance company, whichever is the case, to pay to the broker(s) the full brokerage fee out of the proceeds of sale, prior to the payment of any funds to the Seller. The brokerage fee bill, duly receipted by the broker or broker's agent, or the Settlement attorney's or title insurance company's check in payment of such brokerage fee, shall be deemed a release and discharge of this lien.~~

~~(C) In the event the Seller or Buyer fails to settle in accordance with this Contract, either may commence any legal or equitable action against the other as may be permitted by law. If Seller breaches this Contract, Seller will nevertheless be liable to the Broker for a brokerage fee as otherwise set forth in the Listing Agreement. If Buyer breaches this Contract, Buyer will nevertheless be liable to the Broker for damages as determined by the Court, which may be equivalent to the brokerage fee in this Contract.~~

32. BINDING EFFECT OF CONTRACT

This Contract and the covenants and agreements hereof shall bind and inure to the benefit of parties to this Contract, and their respective heirs, personal representatives, successors and assigns. Unless the Contract otherwise requires, the covenants of agreement will survive the transfer of title.

33. NO RELIANCE ON OTHERS.

This Contract is entered into by the Seller and Buyer based upon their full understanding of the meaning of all the provisions of this Confract, and upon the knowledge of the parties as to the value of the land and whatever buildings are upon same, and not on any representations made by either of them to the other, or by the teal estate broker(s), if any, involved.

34. ENTIRE CONTRACT, NO ORAL REPRESENTATIONS.

This contract is the entire and only Contract between Buyer and Seller and cancels and replaces any previous agreements between them. This Contract may be changed only in writing signed by both Buyer and Seller. ANY REPRESENTATIONS OR AGREEMENTS NOT CONTAINED IN THIS CONTRACT ARE OF NO EFFECT.

35. NOTICES

(A) All notices under this contract tnust be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, or to that party's attorney.

Notices sent by facsirnile or elecüonic mail are insufficient, unless written confirmation of receipt has been given by the recipient

(B) All shall be deemed to have been given on the date hand-delivered; three days after mailed by certified mail; the day after delivered to a commercial courier for delivery the following day; or the date of transmission if electronic confirmation of delivery is obtained and retained.

36. ASSIGNMENT

The Buyer shall have the right and privilege to assign this Contract and all of Buyer's rights, but not obligations, hereunder, to any person or entity, or the Buyer may appoint a nominee to receive title to the Property at Settlement, all with the Seller's consent, not to be unreasonably withheld. Seller sha.ll convey tide to the Property to any such permitted assignee or nominee. Upon such assignment, Buyer shall remain liable under the terms of this Contract until the date of Settlement.

37. RELEASE

Buyer releases, quit claims and forever discharges ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one PERSON, FIRM or CORPORATION who may be liable by or through them,

from any and all claims, demands, or any defects or conditions on the Property. Should Seller be in default of the terms of this Contract or in violation of any Seller disclosure law or regulation, this release does not deprive right to pursue any remedies that may be available under law or equity. This release will survive Settlement.

38. SELLER NOT LIABLE TO BUYER AFTER SETTLEMENT

All warranties, guarantees, representations of Seller concerning the property, the systems servicing the property, the appliances, lot lines, location of structures, driveways, fences and any other matter affecting this Contract, unless otherwise set forth in writing shall be absolutely void after settlement or delivery and acceptance of possession or occupancy, whichever is earlier. Buyer acknowledges they have the right to purchase a home warranty.

39. MISCELLANEOUS

(A) This Contract constitutes the end-re agreement by and between the Parties hereto with respect to the transactions contemplated herein, superseding all prior understandings or agreements between the Parties. No change, alteration, amendment, modification or waiver of any of the tenns or provisions of this Contract shall be valid unless the same shall be in writing and signed by both the Seller and the Buyer.

(B) This Contract shall be binding upon and shall inure to the benefit of the hereto, their respective heirs, devises, personal representatives, successors and assigns.

(C) Failure of Buyer or Seller to insist upon or to enforce any of thei.r rights hereunder shall not constitute a waiver thereof and nothing shall constitute a waiver of Buyer's or Seller's right to insist upon stHct compliance with the provisions hereof.

(D) This Contract shall be governed by and construed under the substantive laws of the State of New Jersey and no application of the conflicts of laws or rules of the State of New Jersey shall cause any law to apply other than that of the State of New Jersey.

(E) This Agreement may be executed in counterparts. All such counterpa.rts shal.l be deemed to be originals and together shall constitute but one and the same instrument.

(F) The secüon headings as herein used are for the convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representadons and warranties herein set forth or to limit the provisions or scope of any section.

430 (G) If any term ot provisions of this Contract, or the application thereof to any person or circumstance shall, to any
43 1 extent, be deemed invalid or unenforceable, then and in such event the remainder of ff.is Contract, or the
432 application of such term or provision to persons or circumstances other than those as to whom or to which it is 433 held invalid or unenforceable, shall not be affected thereby and each term and provision of Contract shall be 434 valid and enforceable thereto to the fullest extent permitted by law.

435 (H) Each of the rights, benefits and remedies provided by this Contract, and any instruments or documents executed 436 pursuant to this Contract, are cumulative and shall not be exclusive of any other rights, remedies and benefits 437 allowed by this Contract to the Parties.

438 (I) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or 439 plural, as the identity of the person or entity may require.

440 40. DEFAULT

441 (A) Default by Seller: If Seller shall default (other than an insignificant or immaterial default) in perfonnance of its
442 obligations hereunder in accordance with the terms hereof, and Buyer shall not have defaulted hereunder, Buyer
443 may, following receipt by Seller of notice from Buyer stating that Seller is in default hereunder, unless Seller shall
444 have cured such default within five (5) days after receipt of the default notice, as its sole remedies, avail
itself of 445 either:

446 1. The right to terminate the Contract; or

447 2. The right to the remedy of specific performance.

448 (B) Default by Buyer: In the event that Buyer shall default (other than an insignificant or immaterial default) in
449 performance of its obligations hereunder in accordance with the terms hereof, and Seller shall not have defaulted
450 hereunder, Seller may, fol.lowing receipt by Buyer of notice from Seller stating that Buyer is in default hereunder,
451 unless Buyer shall have cured such default within five (5) days after receipt of the default notice, shall
have the 452 right to seek remedies at law and in equity.

453 41. ACIO.IOWLEDGMENT OF TERMS OF CONTRACT

454 The Seller and Buyer agree to the terms of this Contract by signing below. If a corporation is a party, this Contract is 455 signed by its proper corporate officers pursuant to a corporate resolution* and its corporate seal is affixed.

456 42. ADDITIONAL PROVISIONS

457 (A) Seller is conveying the Property "as is, where is, and with all faults."

458 (B) Buyer shall enter into a Redevelopment Agreement with Seller to be executed at Closing simultaneously with
the
459 Deed. Buyer and Seller shall agree to the form of such agreement at least five (5) days prior to Closing. If the
460 Parties cannot agree on the terms of the Redevelopment Agreement, this Contract shall be null and void and of no
further force and effect.

462 (C) Title Restriction: There will be a deed restricdon that states Buyer will renovate and sell the properties to an 463 owner occupant within a year of purchase.

464 (D) Purchaser shall execute a special warranty deed for each Property which shall revert back to the City upon
465 recording if the Purchaser is in violation of the redevelopment agreement or deedrestrictio
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474

_____ _____

Witness Date SELLER
The City of Salem Date
Jody Veler, Mayor

_____ _____

Witness Date BUYER
Done Right Property Maintenance LLC Date
Brad Derevlany, Managing Member

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

DONE RIGHT PROPERTY MAINTENANCE, LLC

Redeveloper

AND

THE CITY OF SALEM,

City

Date: , 2026

EXECUTION

REDEVELOPMENT AGREEIVIENT
FOR BLOCK 78, LOT 4; BLOCK 36, LOT 7; BLOCK LOT 14; BLOCK 36. LOT 14;
BLOCK 34 LOT 13 IN THE CITY OF SALEM NEW JERSEY

THIS REDEVELOPMENT AGREEMENT (this "Agreement") dated as of _____ the _____ day of _____ 2026, by and between DONE RIGHT PROPERTY MAINTENANCEDONE RIGHT PROPERTY MAINTENANCE, LLC, LLC a New Jersey limited liability company having offices at 179 OAK ST, SALEM, NJ 08079 (the "Redeveloper") and the CITY OF SALEM, a municipal corporation of the State of New Jersey, having offices at 125 West Broadway, Salem, NJ 08079 (the "City"). Either the Redeveloper or the City is separately a "Party" and together, they are the "Parties".

PREAMBLE

WHEREAS, the Local Redevelopment and Housing Law, N.J .S.A. 40A: 12A-l, e! seq., as annended and supplemented (the "Redevelopment Law"), provides a process f'ör municipalities to participate in the redevelopinent and improvelnenl of areas in need of redevelopinent; and

WHEREAS, the Mayor and Council ("Council") of the City, by Resolution No. 2013-152 , designated the entirety of the City as an area in need of rehabilitation ("Rehabilitation Area"), following the investigation and public hearing conducted by the City's Planning Board pursuant to the Redevelopinent Law; and

WHEREAS, the Mayor an(l Council adopted Ordinance No. 22-07 ilnplenenting a redevelopinent plan for the Rehabilitation Area, which Inay be alnended from time to time (the "Redevelopinent Plan"); and

WHEREAS, pursuant to N.J.S.A. 40A: 12A-8(f), the City is authorized to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopnlen(work in an area designated in that plan; and

WHEREAS, the Redeveloper has proposed to undertake thc planning, design, construction rehabilitation of certain improvements, specifically the renovation and rehabilitation of residential, single-family home pr()perties (the "Project Iinprovements") located at Block 78, Lot 4; Block 36, Lot 7; Block 31, Lot 14; Block 36, Lot 14; Block 34, Lot 13 on the Official Tax Maps of the City of Salem, otherwise known as 38 Oak St; 321 Morrison Ave; 282 Morrison Ave; 324 Craven Ave; 284 Craven AVC, respectively (the "Property"); and

WHEREAS, the project, which may include the obtaining of governmental approvals, the site preparation of the Property, construction, completion, and management of all Project Improvements contemplated under this Agreenlent (the "Project"), shall be coinpleted pursuant to thc provisions of this Agreement and the Redevelopment Plan; and

WHEREAS, (he Redeveloper is the contract purchaser of the Property and has proposed to undertake the Project on the Properly and the City Council has designated the Redeveloper to undertake the necessary construction and Inanagement of those improvements constituting the Project.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and further, to implement the purposes ofthe Redevelopnent Law and the Redevelopment Plan, the Parties hereto agree as follows:

1. City Responsibilities.

a. Project Support. The City agrees to join in or support any applications 'Which arc consistent with the terms of the Redevelopment Plan and this Agreement, and to exccu(e any doctunents required in connection with obtaining such approvals and otherwise 10 cooperate with the Redeveloper with respect thereto. Notwithstanding the foregoing or any other refercnce in this Agreeinent to cooperation by the City, nothing herein shall be decnled to ilnpose restrictions on the City in the exercise of its police powers as public entity nor shall such reference be construed as a restriction on the City's rights, duties and obligations to enforcc any agreeinent in favor of the City in connection with the Project Improvements.

b. Aftördable Housing. The Parties expressly agree to work together to satisfy any obligations related to low or moderate 01' other 10M' cost or subsidized housing.

2. Redeveloper Responsibilities.

a. Agreement to Undertake Project. The Redeveloper agrees to undefiake the Project and to construct the Project Improvements on the Property in accordance with this Agreement and the Redevelopment Plan.

b. Scope of Undertaking. The services and responsibilities undertaken by the Re(levcloper hereunder include all aspects of the design, developinent, and construction of the Project, including, without lilnitation, all design, engineering, perinilting and administrative aspects, the pcrtöl'lnance of or contracting for and adlninistration and supervision of all physical work required in connection with the Project and each component thereof, arrangelnen(s f-ör interim and final inspections an(l any other actions required to satisfy the requirernents of any applicable Approvals, as hereinafter defined, (all of the foregoing undertakings and the work product thereof being referred to collectively in this Agreement as the "Work"), the administration, operation and tnanagelnent, or contracting for the administration, operation and management of the Project and all components of the Project.

c. Standards ofConstruction. Without limitation, all Work on the Project shall be perfonned in a good and workmanlike manner, with the best quality Inaterials called

for under the applicable Approvals. All consti•uction shall bc in accordance with the Unitörm Construction Code codified at N.J.A.C. 5:23-1 et seq., or as appropriate.

d. Com)liance with Law. The Project and all W01k perfortned and materials, fixtures and equimnent used or installed in connection therewith shall be in full cornpliance '.vith all Federal, State, County or Local statutes, regulations, ordinances, resolutions, or other applicable

e. Approvals and Perinits. The Redeveloper shall be responsible to obtain any and all governmental approvals that are necessary in order to implelnent and complete the Project, including but not lilnited to site plan approvals, water and sewer allocation and connection perinits ("Approvals"), pursuant to the Redevclop:nent Plan and this Agreement. The City will use its best efforts to assist the Redeveloper in obtaining such Approvals. All Approvals shall be diligently pursued in good thith and shall be obtained no later than 120 days from the date of this Agreement.

f. Use of Subcontractors. The Redeveloper will use its best judgment to engage reputable contractors to perform the construction of the Project Improvements on the Property. By way of example, and not by way of the Redeveloper may hire carpenters, electricians, heating and air conditioning specialists, plumbers, masons, painters and general contractors. Each contractor must be licensed with the State of New Jersey or provide proof that no such license is required. In addition, each contractor must guarantee the quality of their workmanship for a period of time that is standard in the patticular industry. In addition, each contractor tnust have liability insurance in full force and effect in alnoun(s that are standard in the particular industry. The Redeveloper shall use its reasonable discretion to determine guarantees and liability insurance that are standard to a particular profession.

. Cost of the Pro•ect.

i. Cost Estilnate. The Redeveloper shall provide the City with plans and specifications för constrUction of the Project huprovennents in accordance with the Redevelopment Plan and this Redevelopment Agreement ("Plans and Specifications"). A Cost Estimate of the Project hnprovelnents is attached hereto as Exhibit B. Thc Redeveloper will use its best efforts to complete the Project in accordance with the Plans and Specifications and within the costs listed in the Cost Estimate. The cost of construction of the Project Improvements and all other costs of the Project shall be borne by the Redeveloper. The Redeveloper shall pay or cause to be paid when due all costs and expenses, including, without lilnitation, all contractors requisitions and the cost of Inaterials and equil)lnent incurred in connection with the Work and all fees and expenses of any consultants and professionals and like providers acting for or on behalf of the Redeveloper.

i i . Sewer Connection Fees. The Redeveloper shall be responsible for all costs rclatcd to sewer connection fees, if any ("Sewer Connection Fees"),

h. Financial Conunitment. The Redeveloper represents and that it has obtained or can obtain and will commit the requisite equity in an amount necessary to ilnplelnent and complete the Project.

i. Schedule; Delays and Extensions. The Redeveloper shall apply a building permit within sixty (60) days after receipt of all necessary Approvals, to perinit commencelnent of construction. The Redeveloper shall commcncc and diligently prosecute to conipletion the development of the site improvetnents necessary to support the Project in accordance with the Approvals. The Redeveloper shall have twelve (12) Inonths from the receipt of the building permit in which to coinplete the Project. The end date of this period shall be refuted to as the "Project Convletion Date." The time for conunenccment and completion can be extended for a period of lime equal to any delay in construction due to any of the causes set forth in Section I l hereof or as a result of any pencling or threatened administrative procedures or litigation that will interfere with the Redeveloper's ability to conunence or complete the Project Improvelnents. If, for reasons beyond the Redeveloper's control, the Redeveloper needs an extension beyond the Project Completion Date, the Redeveloper may apply to the City in writing before the Project Completion Date stating in detail the reasons for requesting the extension. The City shall not unreasonably condition, withhold or delay its consent to the Redeveloper's timely request.

i. The Redeveloper shall be responsible for the letting of contracts, supervision of construction and all other Inatters incidental to performance of the duties and powers expressly granted herein in connection with the construction of the Project.

j. Certificate(s) of Occupancy. Upon substantial completion of the Project, which is then suitable by law for occupancy, the Redeveloper shall apply to the appropriate governmental officer or body for a temporary Certificate of Occupancy or a permanent Certificate of Occupancy, as appropriate under the circumstances according to the appropriate law or regulation. The Certificate of Occupancy, when issued, together with the construction of the Project Improvements in accordance with the tenns of this Redevelopment Agreeinent and substantially in accordance with the Plans and Specifications, shall constitute evidence that the Redeveloper has fully performed its obligations under applicable laws with respect to the construction of the Project.

k. Certificate of Completion. Upon evidence (as reasonably required by the City) of Substantial Completion ofthe Project, the Redeveloper may request and the City will issue a Certificate of Completion, in recordable form, 'S'hich shall acknowlcclge that the Redeveloper has completed performance of all of its duties and obligations under this Agreement and all other agreelnents rcfu•red to herein and/or annexed hereto with respect to

the Project and has completed the Project, in accordance with the requirelnents of this Agreenlent.

l. Involuntary Delays. Notwithstanding anything in (his Agreement to the contrary, if, with respect to the Project or any portion thereof (i) any government entity declares or effects (whether it be de jure, de facto or otherwisc) any moratorium on, or other impediment to, the Project, that in any way prohibits or impairs the Redeveloper in any respect from developing or building, selling or renting, the units in the Project, or (ii) any litigation is brought seeking or challenging the Project in any regard or any Approvals are denied, the Redeveloper shall have the right to suspend its obligation under this Agreement for up to twelve (12) months, per occurrence. In the event any unoratorium or litigation or other impediment causing the Redeveloper to invoke its rights hereunder has not expired within twelve (12) months of the applicable occurrence, then either party hereto Inay terminate this Agreement.

3. Restrictions on Use and Encunlbrances.

a. Required Covenant. The Redeveloper shall execute and record a Declaration of Covenants and Restrictions setting forth that the Redeveloper and its successors and assigns shall construct only those uses contemplated in this Agreement and the Redevelopment b. Prohibition Against Transfers. The Redeveloper recognizes that the City

regards both the Project and the qualifications and identity of the Redeveloper and its principals as being of great importance to the general welfare of the City. The City and (he Redeveloper each acknowledge and agree that a change in ownership of the Redeveloper or any other act or transaction involving or resulting in a significant change with respect to the identity of the parties in control of the Redeveloper is, for practical purposes, a transfer or disposition of the Project then owned by the Redeveloper, including the right (o redevelop the Property, and that no voluntary or involuntary successor in interest of the Redeveloper shall acquire any interest in or rights or powers under this Agreement, except as expressly set forth herein. Accordingly, the Redeveloper shall not, without the prior written consent of the City: (a) effect 01' permit any change, directly or indirectly, in the ownership or control of the Redeveloper, (b) assign or attelnpt to assign this Agreement or any rights herein or in the Propelty, or (c) make any total sale, lease, transfer ()1' conveyance of the whole of its interest in the Project or the Property (collectively a ' 'Transfu•"). The written consent required pursuant to this paragraph shall not bc unreasonably withheld, delayed, or conditioned.

c. TransfU•s Void. Any Transtö• of the Redeveloper's interest in violation of this Paragraph 3 shall be an Event of Default of the Redeveloper and shall be null and void ab initio. The City shall notify the Redeveloper ofsuch default and provide thirty (30) days in which the Redeveloper shall have an opportunity to cure such default. Any such Event of

Defitult shall entitle the City to seek all reinedies available under the terms hereof, and those available at law or in equity, including termination of this Agreeinent. In the absence of specific written consent by the City, no such sale, Transfer, conveyance, 01' assignment of the Property or Project, or any part thereof, shall be deemed to relieve the Redeveloper from any obligations under this Agreement.

d. Term of Covenants and Restrictions. The covenants and restrictions imposed upon the Redeveloper, its successors, and assigns, pursuant to this Agreement, shall be deemed satistied and/or of no further force and effect and this Agreement shall terminate as set förth in Section 2.k.

4. Indenunification.

a.The Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the City and its officers, elected officials, agents, employees, contractors and consultants (individually a "City Indemnifiecl Party", collectively the "City Indemnified Parties") harinless fi•om and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, froln (i) the condition, use, possession, conduct, management, acquisition, construction, installation, financing or leasing of the Property and/or (ii) the performance or any failure or delay of perforlnance of this Agreement, any of which is the result of action or inaction by the Redeveloper, its agents, servants, employees or contractors, including but not limited to the death ofany person or any accident, inj ury, loss, and damage whatsoever to any Person or to the property of any Person that shall occur on or adjacent to the Property and that results, wholly or partially, from any negligence or willful misconduct of the Redeveloper, its agents, servants, employees or contractors. The Redeveloper and the City shall consult with respect to any claims or litigation as to which the City demands indemnification by the Redeveloper.

b. [n any situation in which a City Indemnified Party is entitled to receive indetnnification by the Redeveloper, the Redeveloper shall resist and defend any action or proceeding on behalf of the City Indemnified Party. The City Indelnnified Party shall have the obligation to consent to any reasonable settlement negotiated by the Redeveloper. These obligations of the Redeveloper may be pelformed by an insurer of the Redeveloper to the extent coverage has been acquired. The Redeveloper shall have the right, without the consent of the City Indemnified Party, to settle any such action on tcruns the Redeveloper deems appropriate, provided that the Redeveloper obtains a full release of the City Indemnified Party and no admission of liability by the City Indemnified Party is required.

c. The Redeveloper reserves the right to select, at its sole discretion, counsel for any claim or litigation as to which the City requires indemnification.

d. This indenmnity shall survive the terinination of this Agreement a period of' six (6) months and shall also survive for six (6) Inonths after issuance of the Certificate of Completion.

5. Default and Remedies.

a. Events of Default. Either Party's failure to perförm any ol' its obligations hereunder and/or the material breach of any warranty or representation by any party shall constitute an Event of Default. In addition, the failure to pay any real estate (axes on the Property or the Project Improvenents, or any part thereof or any payinents in lieu thereof when due unless same was done in error in or protest, or any Transfu• in violation of this Agreement shall also constitute an Event of Default by the Reclevelopeer.

b. In General: Right to Cure. Except as othet•wise provided in this Agreement, should an Event of Default, as defined in Paragraph 5.a above, occur, the non-breaching party shall provide notice of (he sanie and an opportunity to cure within ninety (90) days of receiving written notice, Failure to cure within ninety (90) days shall entitle the non-breaching party to any remedy provided tor herein.

c. Termination by Redeveloper. In the event that the City does not cure its Event of Defhult within ninety (90) days after the Redeveloper's notice of the same pursuant to ragraph 5.b above, then this Agreeinent shall, at the option of the Re(leveloper, be tertninated by written notice thereof to the City, at which point neither the City nor the Re(leveloper shall have any further rights against, or obligations or liability to, the other under the Agreement, with respect to the Agreement.

d. Termination by the City. In the event that the Redeveloper does not curc its Event of Default within ninety (90) days after the Redeveloper's notice of the stune pursuant to Paragraph 5.1) above, then this Agreement shall, at the option of the City, be terminated by svri(ten notice thereof to the Redeveloper, at \.vhich point neither the City nor the Redeveloper shall have any further rights against, or obligations or liability to, the other under the Agreement, with respect to the Agreeinent.

e. Right of Reentry by City. In addition to the termination provision set foHh in Section 5.d, the Parties expressly agree that the City shall have the right of reentry to reenter and reacquire all of its rights in the Propeny. In the event that Redeveloper (a) fails to Substantially Conll)lete (he Project on or before the Project Completion Date, beyond the applicable cure periods, and/or (b) abandons the Project beyond the applicable cure periods, then the City may, in its sole and absolute discretion, reenter and reacquire the property subject to the terms and conditions set forth below.

i. Redeveloper agrees to execute, simultaneously with this Agreement, the Special Warranty Deed. The Special Warranty Deed shall be held in escrow by the

City's attorney and may be filed by the City as an exercise of the City's right of reentry in accordance with Sections 5.e.ii and 5.e.iii below.

ii. Title shall be conveyed by the Redeveloper to the City by Special Warranty Deed, subject to all real estate taxes, installments of special assessments, easements, restrictions, covenants, and conditions of record, except delinquent real property taxes or delinquent installinents of special assessments. Any Security Financing Interest, as defined below, or liens, including potential Inechanics liens or other liens outstanding on the Property, shall be discharged by the Redeveloper at the closing hereunder. Current real property taxes and installments of special assessments shall be prorated as of the date of closing. The costs of closing and title shall be paid by Redeveloper.

iii. In the event the City exercises its right of re-entry:

(a) Prior to the filing of the Special Warranty Deed, the City shall provide the Redeveloper a Notice of its Intent to File at least five (5) days prior to submitting the Special Warranty Deed fi)l' recording;

(b) The City shall provide written Notice to the Redevcloper that (he Special Warranty Deed has been filed no later than five (5) days after it has been sent for recording;

(c) Redeveloper shall vacate the Property within three (3) days aner receipt of the Notice in Section 5.e.iii(b);

(d) Redeveloper shall make no claims and shall expressly •waive all clailns for damages, including reimbursement of construction costs, the value of any improvements, or any carrying costs and shall forfeit all of its rights to any and all Project Improvements made to the Property;

v. Mortgages, deeds of trusts, and any other form of security interest required [Or any reasonable method of financing ("Security Financing Interest") (the mortgagee thereunder, a "Holder") are solely for thc purpose of securing a loan of funds to be used for financing the development of the Project on the Propelty pursuant to this Agreement. The Redeveloper shall not enter into such financing without the prior approval of' the City, which approval will not be unreasonably withheld, after the Redeveloper submits evidence demonstrating, to the satisfaction of the City, that the Holder has, on commercially reasonable terms, conunitted to finance the Project in an amount sufficient to complete the Project or such portion thereof as the City deems appropriate, The cumulative loan-to-value ratio of any and all Security Financing Interest shall not exceed eighty percent (80%) of the fair market value of the Propeny.

The date for establishing the filir market value shall be July l , 20264. In any event, the Redeveloper shall promptly notify the City of any Security Financing Interest that has been created or attached to the Properly. The City shall cooperate with the Redeveloper and the Holder providing financing tbr development of the Project to reasonably facilitate such financing, provided the obligations of the Redeveloper and the rights of the City hereunder are not materially affected. The Redeveloper shall not cause the Property to be mortgaged for any purpose other than to support the development of the Project pursuant to this Agreement.

v. Whenever City shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this Redevelopment Agreement, City shall at the same time deliver to cach Holder a copy of such notice or demand; provided that Redeveloper has delivered to City a written notice of the natne and address of such Holder. Each such Holder shall (insofar as the rights of City are concerned) have the right at its option within ninety (90) days after the receipt of such notice, to curc or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and (he lien which it holds upon written notice to City of the Holder's intent to cure. If such default shall be a default which can only be remedied or cured by such Holder upon obtaining possession, such Holder shall seek to obtain possession of the Properly (or portion to which its mortgage relates) with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within ninety (90) calendar days aner obtaining possession. In the case of a (lefault which cannot with diligence be remedied or cured, or the reinedy or cure of •which cannot be commenced, within such ninety (90) days period, such Holder shall have such additional tilne as reasonably necessary to rcmedy or cure such default with diligence and continuity.

The City's right to reenter and repossess the Property, to the extent in this Agreement, shall be subordinate and subject to and be limited by and shall not detult, render invalid, or limit any Security Financing Interest with respect to the Property; or any rights or interests provided in this Agreement tor the protection of the Holder of a Security Financing Interest with respect to the Property, provided that the Holder of the Security Financing Interest has elected to complete the Project in the manner provided in this Agreeinent.

vii. In any case where, subsequent to an Event of Defhult by Redeveloper under this Redevelopment Agreement and/or subsequent to Foreclosure, the Holder:

(a) has, but does not exercise, the option to construct or complete the Project or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of ninety (90) calendar days after the Holder has been notified or informed of (he Event of Default, subject to any extensions perniitted in Section 5.e.v above; or (b) undertakes construction or completion of the Project

but does not complete such work within a reasonable period, and such default shall not have been cured •within thirty (30) calendar days after written demand

by City, then City shall have the option of paying to the Holder the amount of the mortgage debt and obtaining an assigtunent of the mortgage and the debt secured thereby. In the event ownership of the Redevelopment Area (or part thereof) has vested in such Holder by way of Foreclosure or action in lieu thereof, City shall be entitled, at its option to a conveyance to it of the Property or part thereof (as the case Inay be) upon payment to such Holder of an amount equal to the sum of: (l) the mortgage debt at the time of Foreclosure or action in lieu thereof (less all appropriate credits, including those resulting frotn collection and application of rentals and other income received during Foreclosure proceedings); (2) all expenses with respect to the Foreclosure, including reasonable attorney's fees and expenses; (3) the net expense, if any (exclusive of general overhead), incurre(l by such Holder in and as a direct result of the subsequent Inanagement of the mortgaged property; (4) the costs incurred by, such Holder in inaking any Project Improvements; and (5) an atnount equivalent to the interest that would have accrued on the aggregate of such atnounts had all such amounts become part of the mortgage debt and such debt had continued in existence. Every mortgage instrument Inade prior to completion of the Project by Redeveloper shall provide for the föregoing.

ii. The foregoing provision of Section 5.e.vii shall not apply in the Event of Default under this Redevelopnlent Agreement by a Holder.

ix. Whenever Redeveloper shall have received any notice or (leinand from a Holder with respect to any breach or default by Redeveloper under any mortgage or other transaction creating any Inortgage or other encumbrance or lien upon the Property or Project Improvements, Redeveloper shall deliver a copy of any such notice or demand to City within three (3) business (lays of receipt of the same. Redeveloper shall also ensure that any agreement with any Holder creating any mortgage or other encumbrance or lien upon the Property or Project Improvements shall include a provision requiring the Hol(ler to provide a copy of any notice or demand from said Holder with respect to any breach or default by Redeveloper of said agreement at the same time that said notice or deniand is delivered to Redeveloper.

x. If a Holder forecloses its mortgage secured by the Propeliy (or portion to vvhich its nwrtgage relates), or takes title to the Property (or portion to which its mortgage relates) by deed-in-lieu of Foreclosure or similar transaction (collectively a "Foreclosure"), the Holder shall have (he option to either (a) sell the Property and the Project (or portion thereof so acquired) to a responsible person acceptable to City, which person shall assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with law, and/or (b) itself assume the obligations of Redeveloper un(ler this

Redevelopment Agreement in accordance law, In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreemcnt, City shall not seek to enforce against the Holder or purchaser of such parcel any of the reinedies available to City pursuant to the terms of this Redevelopment Agreeinent

available in connection with the events preceding the Foreclosure. Upon Foreclosure, the Holder, or the person assuming the obligations of Redeveloper as to the parcel affected by such Foreclosure or sale, must agree to complete the Project in the manner provided in this Redevelopment Agreement, but subject to reasonable extensions of the scheduled Completion Date, and shall submit evidence reasonably satisfactory to City that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder or person assuming such obligations of Redeveloper, properly completing Project shall be entitled to Certificates of Completion in accordance herewith. Nothing in this Redevelopinent Agreement shall be construed or deelned to permit or to authorize any Holder, or such other person assuming such obligations of Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement.

xi. The City's rights under this Section 5.e shall terminate and be of no further force and effect once the Redeveloper is entitled to a Certificate of C01npletion in accordance with Section 2.k above and the Special Warranty Deed shall be delivered to the Redeveloper for destruction.

f. Other Rights and Reinedies. In addition to termination and the right of rescission, the non-breaching party shall have the right to institute whatever action, at law or in equity, it 'nay deem desirable, to cure and remedy such default, including the seeking of damages and specific perförmance. Nothing herein shall permit either party to recover any danvagcs other than actual dainages as a result of the event of default. Consequential, incidental or punitive damages shall not be recoverable. The failure of either Party to avail itself of any remedy provided for in this Agreement, or any delay in seeking such remedy, shall not be deemed a waiver of the rights to be enforced therel)Y or of any right of enforcement that may accrue in the future.

g. Rights and Remedies Cumulative. The rights and re:nedies ofthe Panics to this Agreonent, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or unore of such remedies shall not preclude the exercise by it, at the saine or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or tilne thereof or any obligation of the other party shall limit the party's rights and remedies otherwise provided by law or by this Agreement.

6. Notices and Demands,

Any notice, approval, waiver, objection or other coinmunicalion (for convenience, referred herein as a "Notice") required or pennitted to be given hereunder or given in regard to this Agreement by one party to the other shall be in writing and the stune shall given and be

deemed to have becn delivered, served and given (a) if delivered in person, via a nationally-recognized overnight courier, or by facsimile when received by the person to whom notice is given, or (b) if mailed, (except where actual receipt is specified in this Agreetnent) three (3) days after deposit in the United States mail, postage prepaid, by certified nuil, return receipt requested, addressed to the party at the address specified below:

a. When sent by the City to the Redeveloper:

DONE RIGHT PROPERTY MAINTENANCE LLC
Attn: Brad Derevlany
179 Oak St
Salem, NJ 08079

b. When sent by the Redeveloper to the City:

Ben Angeli, Municipal Clerk
CITY OF SALEM
125 West Broadway
Salem, NJ 08079
Telephone: 856-935-0372

With a Copy to:

Nicholas M. Ranieri, Esq.
Maley Givens, P.C.
1 1 50 Haddon Avenue, Suite 210
Collingswood, NJ 08108
Telephone: (856) 854-1515
Fax: (856) 858-2944
nranieri@maleygivens.com

Any party may change its address for notices by notice theretofore given in accordance with this Paragraph 6 and shall be deemed effective only when actually received by the other party.

7. Waiver. No waiver made by any such party with respect to the perfomance, or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

8. Implementation of Agreement and Redevelopment Plan. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions of this Agreement and the Redevelopment Plan. The City further agrees to take such action as may be reasonably requested by any lender of Redeveloper in connection with obtaining financing for the Project Improvements; provided, however, that the reasonable cost of such action shall be bome by the Redeveloper.

9. **Representations.**

a. Legal Capacity. Each party represents that they have the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth and as set forth in the Redevelopment Plan existing on the date of this Agreement.

b. Duly Organized. Each party is duly organized and a validly existing legal entity under the laws of the State of New Jersey or the laws of such other jurisdictions of incorporation or formation, and necessary resolutions have been duly adopted, authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on their behalf.

c. No Pending Litigation. To the best of their respective knowledge, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist that questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement.

d. . No Violation of Agreements. The execution and delivay ofthis Agreement and the perfonnance hereunder by each party will not constitute a violation of any partnership agreement, articles of incorporation, limited liability company operating agreement, and/or stockholder agreement of such entity, or of any entity which holds an ownership interest therein, or of any agreement, mortgage, indenture, instrument or judpnent to which it is a party.

e. Best Efforts. Each party will use its best efforts to assure the completion of the Project as specified in this Agreement.

10. Assignment of Rights.

at Neither party to this Agreement may assign its rights hereunder to another person or entity without the prior written consent of the other party. Redeveloper may only be relieved of its rights and obligations under the terms of this Agreement, if it obtains the consent of the City as contemplated in this Paragraph 10.a., and said entity agrees in writing to assume all rights and obligations of Redeveloper under the terms of this Agreement.

b. This Agreement may not be assigned to a lender providing acquisition and construction financing for the Redevelopment Project and/or any purchaser at foreclosure

of any such financing without the consent of the City, which shall not be unreasonably withheld, delayed, or conditioned.

11. Delays: Force Maieure. For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations hereunder in the event of any enforced delay in the perfonnance of such obligations due to or arising from causes beyond its reasonable control and without its fault or negligence, including, but not restricted to (i) acts of God, acts of public enemies, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, strikes, freight, energy shortages, embargoes, unusual or severe weather, or (ii) delays of subcontractors due to actions or inactions by any federal, state or local govermnental or quasi-governmental authority with respect to any required governmental approvals for the development of the Project (excluding, without limitation, a failure of the City to perform in accordance with the terms of this Ageement). It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Redeveloper shall be extended for the period of the enforced delay.

12. Severability. The validity of any article, section, clause, or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses, or provisions hereof.

13. Successors Bound. This Agreement shall be binding upon the respective Parties hereto and their successors by merger, liquidation, or other reorganization.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of laws, and any actions arising from this Agreement shall be commenced and prosecuted in a Court of the State of New Jersey.

15. Title of Agreement Provisions. The titles of the provisions of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16. Counterparts. This Agreement may be executed in countelparts. All such countelparts shall be deemed to be originals and together shall constitute but one and the same instrument.

17. Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof, except as othelwise provided herein.

19. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement,

20, Draftin Ambi uities• Inter retation. In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by or construed in favor of or against either party due to the fact that counsel for one of the Parties drafted this Agreement. Each party acknowledges that it and its' counsel have had an oppoltunity to review this Agreement and have contributed to the final form of same.

21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the Redeveloper and the City, their relationship being solely as contracting parties under this Agreement.

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

Brad Derevlany, Managing Member

Witness:

CITY OF SALEM

_____ By:

_____

Jody Veler, Mayor

ATTEST:

_____

Ben Angeli, City Clerk DONE RIGHT PROPERTY MAINTENANCE, LLC

By: _____

EXE

SCHEDULE OF EXHIBITS

A. Map of Property
B. Cost Estimate and Timeline
C. Declaration of Covenants

EXHIBIT A
Map of Property

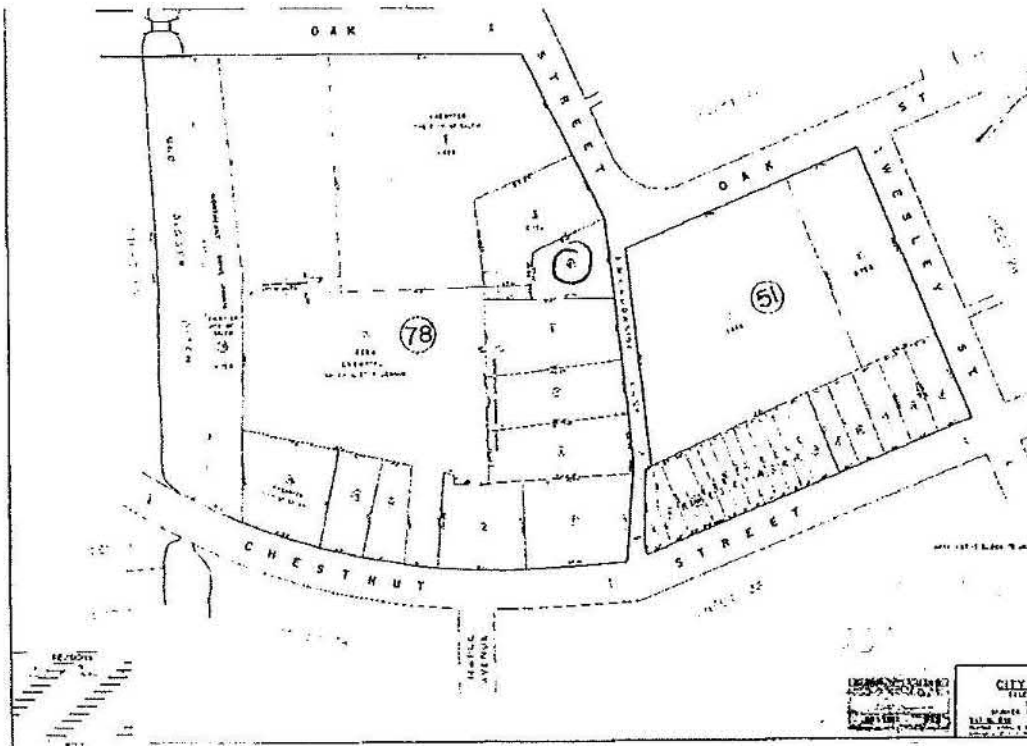

EXHIBIT B
Project Plan/Cost Estimate and Timeline

Timeline = 12 months until completion

CITY OF SALEM

Developer Qualification Application

City of Salem - Department of Housing & Economic Development
125 W. Broadway
Salem, NJ 08079

Sean M. Brown, MPA
Director of Housing & Economic Development
sbrown@cityofsalemnj.gov

609-774-4880

PURPOSE

The City of Salem maintaihs a Developer Qualiflcation List to ensure redevelopment projects are completed successfully and in a timely manner.

Only developers approved through this qualification process may submit proposals to purchase city-owned properties.

This process allows the City to evaluate:

- Development experience
- Financial capacity
- Construction partners
- Past project performance
- Legal compliance

The City may conduct site visits of completed projects before granting developer qualification status.

Approval does not guarantee property sales but allows developers to submit property proposals for consideration.

SECTION 1

Applicant Information

Applicant Name: Brad Deravlany

Company Name: Done Right Construction

Business Address: 245 Three bridge road

City: Monroeville State: NJ Zip: 08343

Phone: 856-776-9023

Email: Brad@doverightNJ.Com

Website (if applicable): _____

Years in business: 10

SECTION 2

Business Structure Type of Organization

O Sole Proprietorship

O Corporation

Limited Liability Company (LLC)

C] Non-Profit

O Partnership

O _____ Other:

State registration: NJ of Registration:

Year blished: 2019 Established:

Federal EIN:

Attach:

O Certificate of Formation I Incorporatlon

Business registration certificate

*We understand that a new business may be formed for this redevelopment project.

SECTION 3

Ownership and Management

List all owners, principals, officers, and key partners,

I Name I Role I Ownership % I Phone I Email I B

Dereulnn7 /c)a [a] o

Attach additional sheets if necessary.

SECTION 4

Development Experience

Number of properties developed or rehabilitated in the last 10 years:

Residential: /O() . k Commercial: //& Mixed-

Use: 10

Total projects completed: All

Attach a project list Including: I Address I Type I Year Completed I Construction Cost I Units I Role
(Owner/Developer/Contractor)

This should be submltted as Attachment A.

Contractor License

Vproof of Insurance

Label as Attachment C.

SECTION 7

Site Visit Authorization

The City of Salem may conduct site visits of completed projects performed by the developer and contractor.

Provide addresses of projects avallab(e for Inspection:

I Address I Year Completed I Property Type I

City staff may visit these locations to verify construction quality.

SECTION 8

Financial Capacity

Provide documentation demonstrating financial capacity to undertake redevelopment projects.

Attach documentation such as;

D Bank reference letter

O Proof of funds

☐ O Construction loan relationships

O Hard money lender relationships

Q Lines of credit

O Investor commitments

Typical development budget range:

Under $1 OO,OOO
$1 -$250,000 o
$250,000 - $500,000
O $500,000-$1 million ☐over $1 million

Label documents Attachment D.

SECTION 9

Project Financing Experience

Have you successfully financed redevelopment projects?

Check financing sources used prevlously:

•y.lBank construction loan
☐ Hard money loan
D Private equity
Versonal funds
O State grants
O Historic tax credits
O Low-income Housing Tax Credits O
Other:_____

SECTION 10

Legal Compliance

In the last five years:

Have you been involved In bankruptcy?

O Yes
NO

Have you been involved in litigation related to development or constructlon?

O Yes

Have you been cited for building code violations on projects you own or menage? o Yes

(Never)

Have you been subject to government disciplinary actlon related to development?

O Yes

If yes to any above, explain:

SECTION 11

Code Compliance Certification

The applicant certifies that:

☑ All taxes owed to any municipality are current g/A(l

code violations are resolved

«No properties are subject to active condemnation proceedings

---

SECTION 12

References

Provide threa professional references.

Name	Organization	Relationship	Phone	Email
Vinee Keenan	ss partner in Construction,		856-285-9925	
Mario Strine	) Ä,S'lvxeS	partner in public Utilities	856-343-5253	
		le account Loues	856-259-2293	

Mcdlc 5keearÅ Ivhule34te

SECTION 13

Development Strategy

Briefly describe your development approach.

Briefly describe your development approach.

Include: Apply & get approval for any and All permits Needed, full Cleanup of all property Inside & out, full Renovation & Replacement of all major Equipment, Roofing, Windows, Siding, Present a quality home without worries for Aptox 10 years

- Types of projects pursued
- Typical project size
- Target neighborhoods
- Long-term Investment strategy

All projects with 50% Rehability, Any Neighborhood/Local Longterm Investments, completing rehabs & making Rentals

SECTION 14

City Review Process

The City of Salem will evaluate applications based on:

- Development experience
- Financial capacity
- Contractor partnerships
- Quality of completed projects
- Legal compliance
- Refere nces

The City may:

- Conduct site visits of prevlous work
- Contact references
- Review code enforcement history
- Verify tax compllance

SECTION 15

-for staff to complete-Qualification Status

Applicants may be designated:

O Quallfled Developer
Q Qualified for Small Projects Only
O Conditional Qualification
O Not Qualified

SECTION 16

Certification

I certify that all information submitted in this application is accurate and complete.

Applicant Name:

Brad Derevlany

Signature:

Date:

4/12/2026

Required Attachments

O Attachment A- Project List

Attachment B - Portfolio Photos

O Attachment C - Contractor Documentation

O Attachment D - Financial Capacity Documents

Done Right Property Maintenance LLC

Brad Derevlany

856-776-9023

Date: [Insert Date]

City of Salem

Mayor and City Council

Salem, New Jersey

Re: Proposal for Acquisition and Redevelopment of City-Owned Properties

Dear Mayor and Members of Council,

Done Right Property Maintenance LLC respectfully submits this proposal to acquire the following City-owned properties:

- 38 Oak Street

1 Morrison Avenue

- 282 Morrison Avenue
- 324 Craven Avenue
- 284 Craven Avenue

Our company has over 20 years of experience In property maintenance, rehabilitation, and code compliance throughout Salem City and surrounding communities. We have successfully completed a high volume of residential and commercial projects, including properties requiring full stabilization and redevelopment.

We are currently actively working within the City of Salem and have a strong understanding of the local housing conditions, code requirements, and the level of rehabilitation many of these properties requlre.

Project Intent & Commitment

Our intent Is to acquire, stabilize, and fully rehabilitate these properties and return them to productive use as quality housing. Each property will be: - Secured and cleaned promptly upon acquisition

- Brought Into full code compliance
- Rehabilitated to safe, functional, and marketable condition
- Positioned for long-term occupancy (rental or homeownership)

Quallflcatlons

- Proven experience with high-volume rehabilitation projects
- Strong worklng knowledge of Salem's code enforcement requirements
- Established network of licensed and insured contractors
- Ability to mobilize quickly and manage multiple properties simultaneously

Communlty Impact

This project will directly support the City's goals by:

- Reducing vacancy and blight
- Improving neighborhood stability
- Increasing property values
- Returning underutilized properties to the tax base

We are committed to being a responsible local partner and delivering measurable results in a timely and professional manner.

We are prepared to provide proof of funds, detailed scopes of work, or any additional documentation required by Council. We welcome the opportunity to move forward prpmptly upon your approval.

Thank you for your consideration.

Respectfully,

Brad Derevlany
Done Right Property Maintenance LLC
856-776-9023

CAPABILITY STATEMENT

Done Right Property Maintenance LLC

Company Overview

Done Right Property Maintenance LLC provides comprehensive property maintenance, repair. and rehabilitation services for residential, commercial, and public housing properties throughout Southern New Jersey and surrounding regions. With over 20 years of industry experience, the company speclallzes in maintaining, stabilizing, and Improving properties to meet code compliance, operational efficiency, and tong-term asset value.

Core Competencies

- Property Maintenance & Repairs
- Residential & Commercial Rehabilitation
- Code Compliance & CO Corrections
- Preventative Maintenance Programs
- Emergency Repairs & Property Stabilization
- Public Housing & HUD Compliance Support
- Tenant Turnovers & Unit Readiness
- Project & Vendor Coordination

Past Performance

Completed and managed 150+ projects within the past three years across multiple municipalitles Including Satem, Glassboro, Pennsville, and surrounding areas. Experience includes residential portfolios, commercial bulldings, and housing authority work with strong emphasis on compliance and turnaround efficiency.

Key Differentiators

- Strong knowledge of local code enforcement and inspections
- Proven performance with municipalities and housing authorities
- Rapid response and reliable execution
- Abllfty to manage high-volume property portfolios • Established network of licensed and insured contractors

NAICS Codes

236118— Residential Remodelers

236220— Commerclal & Institutional Building Construction

238350— Finish Carpentry Contractors

561210— Facilities Support Services

561790— Other Services to Buildings and Dwellings

Contact Information

Brad Derevlany

Done Right Property Maintenance LLC

Phone: 856-776-9023

Thank you in advance,

Mortgages & financial services

April 14, 2026,

Dear Brad Derevlany (Done Right Property Maintenance LLC).

Congratulations! Based on our analysis of your credit. incontc, and asset information you have provided us. you would qualify for the following:

Loan Progca.n: Commercial Lonn
Commercial Loan Amount: $450,000.00 with a Purchase Price or $600,000.00
Qualifying Rate: NOI peafer than 7.50%
DHSfee M'ill be 1.50% oflhe loan amounf and a separate $500 packaging fee

I look forward to helping you achieve your financial goals.

Mortgages Residential & Commercial
www.BHSmortgages.com
2780 W Country Club Rd
Philadelphia PA 19131
PA 207-928-7310
PA Office: 267.403-6014 PA
Fox : 267-459-5280
Iliu.l@hl.unnnugu.nm
Residential Lendlno by East Coast MMgaøes Licensed
In PA. NJ, DE, MO. FL, VA, CA & TX APPLY NOV.'
Ilin.iRon.enL.uLuzzipfor.hom.e.z.co.m
MIO 482084

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey

New Jersey Office of the Attorney General

Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
HOME IMPROVEMENT CONTRACTORS

HAS REGISTERED

DONE RIGHT PROPERTY MAINTENANCE LLC
Brad Derevlany
245 Three Bridge Rd
Monroeville NJ 08343

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Business Cont

03/31/2026 TO 03/31/2027
VALID

13VH12336400
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
HOME IMPROVEMENT CONTRACTORS
HAS REGISTERED
DONE RIGHT PROPERTY MAINTENANCE LLC
Home Improvement Business Cont

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

03/31/2026 TO 03/31/2027
VALID

SIGNATURE

13VH12336400
License/Registration/Certificate #

ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:
HOME IMPROVEMENT CONTRACTORS
PO BOX 45016
NEWARK, NJ 07101

PLEASE DETACH HERE

EXHIBIT C

Record and Return to:
MALEY GIVENS, P.C.
1 150 Haddon Avenue, Ste. 210
Collingswood, New Jersey 08108

DECLARATION OF REDEVELOPER COVENANTS AND RESTRICTIONS

THIS DECLARATION OF REDEVELOPER COVENANTS AND RESTRICTIONS (this "Declaration") is made the day of, 2026, by and between the CITY OF SALEM, a municipal cozporation of the State of New Jersey (the "City") having its principal offices at 125 West Broadway, Salem, NJ 08079079, acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-l seq., and DONE RIGHT PROPERTY MAINTENANCE, LLC, having its principal offices at 179 Oak St, Salem, NJ 08079 (the "Redeveloper"). All terms not defined herein shall have the meaning assigned to them in the Redevelopment Agreement (defined below).

BACKGROUND

WHEREAS, the City has designated the entirety of the City as an area in need of rehabilitation ("Rehabilitation Area"), following the investigation and public hearing conducted by the Land Use Board of the CITY OF SALEM pursuant to Local Redevelopment and Housing Law, N.J.S.A. 40A:12-l et seq. (the "Redevelopment Law");

WHEREAS, in order to facilitate the development and rehabilitation, the City adopted, pursuant to Ordinance No. 22-07, the "Redevelopment Plan for the City of Salem", dated (the "Redevelopment Plan");

WHEREAS, the Redevelopment Plan includes Block 75, Lots 9 & 10 (the "Property");

WHEREAS, subsection 8(f) of the Redevelopment Law authorizes the City to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in the Rehabilitation Area;

WHEREAS, on , the City Council, by Ordinance , designated DONE RIGHT PROPERTY MAINTENANCE, LLC as the redeveloper for the Property. The Property consists of approximately acres. The Property is to be redeveloped by rehabilitating a commercial office space (the "Project");

WHEREAS, the City and the Redeveloper entered into a Redevelopment Agreement dated as of 2026(the "Redevelopment Agreement") that sets forth the terms and conditions to which the Property is to be redeveloped;

WHEREAS, all of the aforementioned documents are available by contacting the office of the Clerk of the City;

WHEREAS, the Redevelopment Law requires that all agreements, leases, deeds, and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring that the owner shall construct only the uses established in the current redevelopment plan; and

WHEREAS, the Redevelopment Agreement contains covenants and restrictions required by the Redevelopment Law, which are incorporated herein in their entirety.

NOW THEREFORE, FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND, IT IS AGREED AS FOLLOWS:

Section 1. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Agreement, a fully executed copy of which, together with all Exhibits thereto, is on file in the City Hall.

Section 2. Covenants. Redeveloper covenants and agrees that:

(a) Completion of Project in Accordance with Agreement and Applicable Laws. Redeveloper shall use commercially reasonable efforts to complete the Project in accordance with the provisions of the Agreement and all Applicable Laws, including, but not limited to, the Redevelopment Law, all Governmental Approvals and all applicable Environmental Laws. Such obligation shall include, but not be limited to, the Redeveloper using commercially reasonable efforts to ensure that: all consultants, professionals, employees, agents, and contractors engaged by the Redeveloper or any subcontractor of any of the Redeveloper's contractors possess the skill and judgment necessary to construct and implement the Project or such portion thereof in accordance and compliance with the terms and conditions of the Agreement and the Redevelopment Plan; and other than any Permitted Encumbrances, there are no encumbrances or restrictions upon the Project Site which would prohibit the Project from being completed in accordance and compliance with the terms and conditions of the Agreement and the Redevelopment Plan. All activities performed under the Agreement shall be performed in accordance with the high level of skill and care necessary so that the Project, upon completion, satisfies the design, materials and quality requirements of the Agreement and all applicable Governmental Approvals and Applicable Laws.

(b) Tasks by Redeveloper. Redeveloper shall undertake the following tasks for the completion and implementation of the Project with due diligence: (a) financing of the Project; (b)

development and construction of the Project; and (c) commencement of the construction and completion of the Project on or prior to the dates set forth in the Redevelopment Agreement, subject to Tolling Events and Events of Force Majeure, which dates the City has fixed as reasonable, except as otherwise provided in the Agreement.

(c) Modification of Project. required under the Redevelopment Agreement, in the event the Redeveloper wishes to materially change or materially modify the description of the Project as set forth in the Agreement, the Redeveloper shall obtain the City's written approval prior to any development or construction of any portion of the Project for any element proposed to be changed or modified, which approval shall be by formal Resolution of the City Council in accordance with the Redevelopment Agreement.

(d) Utilization of Property as Collateral. Prior to issuance of a Certificate of Completion by the City for the Project, the Redeveloper shall not utilize the Property or any portion thereof as collateral for any activity unrelated to the Project; provided however, that nothing shall be deemed to prevent Redeveloper from closing on its acquisition, construction and permanent mortgage financing, as may be applicable,

(e) Utilization of Property to be Consistent with Redevelopment Plan. No portion of the Property shall be developed or utilized in a manner that is not consistent with the Redevelopment Plan and the Agreement.

(f) Purpose of the Redevelopment not for Speculation. Redeveloper covenants and acknowledges that its undertakings pursuant to the Agreement shall be for the pulpose of the redevelopment of the Property and not for speculation in land holding.

(g) Prior Written Consent of the City. In addition to any other provisions in the Agreement requiring the Redeveloper to obtain prior written approval of the City, the Redeveloper shall not, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed: (i) effect or permit any change, directly or indirectly, in the majority ownership or control of the Redeveloper of more than 50% of the Membership Interests of Redeveloper; or (ii) assign or attempt to assign the Agreement or any rights herein or in the Project or any portion of the Property. Notwithstanding the foregoing, nothing shall be deemed to prohibit, and the City's prior approval shall not be required for, Permitted Transfers, as that term is defined in the Agreement.

(h) Sale. Conveyance, or Transfer. Redeveloper further represents and agrees for itself and its successors and assigns, that except as may be required to obtain financing for the construction of the Project or as otherwise expressly stated in the Redevelopment Agreement, performance of its obligations with respect to completing, operating or maintaining any portion of the Project, or the performance of any other obligation under the Agreement or any other purpose authorized by the Agreement, that the Redeveloper has not made or created, and that it will not make or create, prior to the issuance of the Certificate of Completion, or suffer to be made or created, any sale, conveyance or transfer of the Property or any portion thereof, or the

Agreement, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing shall be deemed to prohibit, and the City's prior approval shall not be required for, "Permitted Transfers," as that term is defined in the Agreement.

(i) Prohibition of Discrimination. Redeveloper shall not discriminate against any person, or group of persons, on account of race, color, religious principles, creed, nationality, ancestry, familial status, disability, marital status, sex, affectional or sexual orientation or gender identity or expression in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of owners, tenants, lessees, subtenants, sublessees, or vendees upon the Project Site. This covenant shall survive the issuance of any Certificate of Completion and sham expressly run with the land in perpetuity.

(j) Condition of the Project and Property. Redeveloper shall, at no cost to the City, be responsible for the good care of the Project and the Property and maintenance and keeping of same in a good, safe condition and in substantial order, and shall promptly make all necessary repairs and replacements to any improvements thereupon.

Section 3. Binding. It is intended and agreed that, except as otherwise expressly set forth herein or in the Agreement and except as may be limited by the rights of a Holder, the covenants and restrictions set forth herein shall run with the land comprising the Property and shall, without regard to technical classification or designation, legal or otherwise, and be binding, to the fullest extent pemitted by law and equity, for the benefit and in favor of, and enforceable by the City, its successors and assigns, and any successor in interest to the Property or any pan thereof against Redeveloper, its successors and assigns and every successor in interest therein, and any person in possession or occupancy of the Property or any part thereof.

Section 4. Beneficiaries. In amplification, and not in restriction, of the provisions herein, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in the Agreement and this Declaration, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants and restrictions have been provided. Such covenants and restrictions shall run in favor of the City the entire period during which such covenants and restrictions shall be in force and effect. Nothing herein is intended to create thirdparty beneficiaries and no provision contained herein or in the Agreement shall be deemed to be enforceable by any third party.

Section 5. Effect of Certificate of Completion. Upon redevelopment of the Property and completion of the Project, the conditions determined to have existed at the time the area was determined to be in need of redevelopment or rehabilitation, as the case may be, shall be deemed to no longer exist and the land and improvements thereon shall no longer be subject to eminent

domain as a result of those determinations, the covenants contained herein shall automatically tenninate, and this Declaration and the restrictions and covenants contained herein will be discharged of record upon Redeveloper's receipt of a Certificate of Completion for the Project; provided however, that the Prohibition of Discrimination herein shall survive the issuance of a Certificate of Completion, shall remain in effect without limitation as to time and shall run with the land in perpetuity unless agreed upon otherwise by the City and Redeveloper. Nothing in the Certificate of Completion shall affect the validity of any Financial Agreement, or any tax exemption granted pursuant thereto, that may have been entered into with respect to the Project.

IN WITNESS WHEREOF, the Parties hereto have caused this Declaration of Covenants and Restrictions regarding the Redevelopment Agreement to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

CITY OF SALEM
ORDINANCE 26-19

AN ORDINANCE OF THE CITY OF SALEM AMENDING CHAPTER 130 OF THE SALEM CITY CODE ENTITLED "LAND USE" TO PROHIBIT DATA CENTERS IN ALL ZONING DISTRICTS WITHIN THE CITY OF SALEM

WHEREAS, the City of Salem is authorized pursuant to the New Jersey Municipal Land Use Law, N.J. S.A. 40:55D-1 et seq., to regulate land use, zoning, and development in order to promote the public health, safety, morals, and general welfare of the community; and

WHEREAS, pursuant to N.J. S.A. 40:55D-62-62.1, Salem City's zoning must remain consistent with its Master Plan, which has adopted zoning and land development regulations intended to implement the City's Master Plan and preserve the residential, commercial, historic, environmental, and character of the municipality; and

WHEREAS, the City of Salem has determined that the proposed Ordinance does not include changes to zoning district classifications and boundaries, or any changes to bulk, density, or other requirements that could have an effect on a fundamental or dramatic alteration in the intensity or character of future land use or development within any zoning district; and

WHEREAS, the City recognizes the rapidly increasing development of high-density data centers throughout the State of New Jersey and the Mid-Atlantic region; and

WHEREAS, the Common Council of the City of Salem ("Council") finds that data centers typically require extraordinary electrical demand, extensive utility infrastructure, generation systems, high-volume cooling systems, significant water consumption, and industrial-scale mechanical equipment which may generate excessive noise, vibration, heat, emissions, and adverse environmental impacts; and

WHEREAS, the Council further finds that such facilities may place substantial burdens upon municipal infrastructure, electric transmission systems, emergency services, stormwater systems. roadways, and public utilities while generating comparatively limited long-term employment opportunities; and

WHEREAS, the Council has determined that data centers are incompatible with the City's land use objectives, redevelopment goals, historic character, environmental constraints, residential neighborhoods, and infrastructure capacity; and

WHEREAS, the Council finds that prohibiting data centers throughout the City is necessary and appropriate to protect the public health, safety, and welfare of City residents.

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

1 . Chapter 130, Section 130-5 of the Salem City Code entitled "Words and phrases defined" is hereby amended to include the following definition (to be added alphabetically):

DATA CENTER means a facility that houses computer systems and include associated components such as telecommunications and data storage systems, redundant or "backup" power and data storage components, electrical transformers, substations, and other power supply infrastructure, data communications, environmental and safety controls for building climate, equipment cooling, and fire suppression and security devices, systems, and installations, to serve as off-site remote accessory facilities available and accessible to users via telecommunication or internet utilities for the purpose of aggregating collective computing demands for cloud services, video streaming, server farms, colocation services, edge computing, blockchain and crypto mining, artificial intelligence and machine learning, virtual reality, and other internet, telecommunication, computing, and data storage, maintenance, processing, and transmission purposes. Sometimes referred to as "internet data centers," "cloud data centers," or "Hyperscale data center' (and any and all functionally-equivalent but differently-named uses, structures and facilities). The term shall not include: routine information technology rooms accessory to a permitted principal use; Computer Center facilities that house individual computers and their associated components at which users convene in-person to engage in on-site use of on-site workstations in an office or laboratory ("computer lab") setting for research and other endeavors of a business, professional, scientific, or academic nature; Telecommunications equipment otherwise permitted by federal or state law; standard office computer systems used solely for ordinary business operations.

2. Chapter 130, Section 130-82 of the City of Salem Code entitled "Prohibited uses" is hereby amended to include the following additional prohibited use as Subsection D to read as follows:

"D. Data Centers as defined in S130-5 of the Salem City Code."

3. Chapter 130, Section 130-48 entitled "Use regulations" in Article IX- "R-1 Residence Districts" of the City of Salem Code is hereby amended to include subsection C. to read as follows:

"C. Prohibited uses. (1) Data Centers as defined in Sl 30-5 of the Salem City Code are prohibited uses pursuant to Sl 30-82. Data Centers are not a permitted, accessory, conditional or temporary use in the R-1 Residence Districts."

4. Chapter 130, Section 130-51 entitled "Use regulations" in Article X- "R-2 Residence Districts" of the City of Salem Code is hereby amended to include subsection C. to read as follows:

"C. Prohibited uses. (1) Data Centers as defined in 5130-5 of the Salem City Code are prohibited uses pursuant to 5130-82. Data Centers are not a permitted, accessory, conditional or temporary use in the R-2 Residence Districts."

5. Chapter 130, Section 130-55 entitled "Use regulations" in Article Xl- "PA Planned Apartment DistrictS' of the City of Salem Code is hereby amended to include subsection E. to read as follows:

"E. Prohibited uses. (1) Data Centers as defined in Sl 30-55 of the Salem City Code are prohibited uses pursuant to 5130-82. Data Centers are not a permitted, accessory, conditional or temporary use in the PA Planned Apartment Districts."

6. Chapter 130, Section 130-60 entitled "Use regulations" in Article Xll- "C Commercial Districts" of the City of Salem Code is hereby amended to include subsection D. to read as follows:

"D. Prohibited uses. (1) Data Centers as defined in 5130-5 of the Salem City Code are prohibited uses pursuant to Sl 30-82. Data Centers are not a permitted, accessory, conditional or temporary use in RLC Residence — Limited Commercial Districts, C-1 Retail Commercial Districts, and C-2 General Commercial Districts."

7. Chapter 130, Section 130-63 entitled "Use regulations" in Article Xlll- "M-1 Light Manufacturing Districts" of the City of Salem Code is hereby amended to include subsection K. to read as follows:

"K. Prohibited uses. (1) Data Centers as defined in Sl 30-5 of the Salem City Code are prohibited uses pursuant to Sl 30-82. Data Centers are not a permitted, accessory, conditional or temporary use in the M-1 Light Manufacturing Districts."

8. Chapter 130, Section 130-66 entitled "Use regulations" in Article XIV- "M-2 General Manufacturing Districts" of the City of Salem Code is hereby amended to include subsection l. to read as follows:

"l. Prohibited uses. (1) Data Centers as defined in 5130-5 of the Salem City Code are prohibited uses pursuant to Sl 30-82. Data Centers are not a permitted, accessory, conditional or temporary use in the M-2 General Manufacturing Districts."

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

10. In the event that any clause, section or paragraph of this Ordinance is deemed invalid or unenforceable for any reason, it is the intent of the City Council that the balance of the Ordinance remains in full force and effect to the extent it allows the City to meet the goals of the Ordinance.

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

ATTEST: CITY OF SALEM

Ben Angeli, RMC

Timothy Gregory, Council President

COUNCIL	MOVED	SECONDED			ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						

S. Kellum						
J. Long						
D. wright						
T, Gregory						

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance introduced by the Common Council of the City of Salem on August 17, 2026. Public Hearing shall take place on September 28, 2026.

Date

COUNCIL	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
J. Long						
D. wright						
T. Gregory						

Date

Dr. Jody Veler, Mayor

I, Ben Angeli, City Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Common Council of the City of Salem after a second reading and public hearing on September 28, 2026.

Date

Ben Angeli, RMC

Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-205

A RESOLUTION TO CANCEL PROPERTY TAX AS OWNED CITY

BE RESOLVED by the Mayor and Council of the City of Salem, County of Salem, State of New Jersey, that the following parcels' 2026 3rd quarter tax billing be cancelled as erroneous. The property class changed to vacant land due to demolition generating a tax billing although owned by the City of Salem.

Block & Lot		Address	Tax Amount to Cancel
5	12	31 Ward Street	$384.92
39	26	237 Keasbey Street	$779.47
			$1,164.39

NOW THEREFORE, BE RESOLVED by the Mayor and Council of the City of Salem, County of Salem, that the 3 rd quarter 2026 tax billing for the above-mentioned parcels totaling $1,164.39 be cancelled by the Tax Collector.

AND BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Tax Collector and the Chief Financial Officer for their records and guidance.

ATTEST: CITY OF SALEM

Ben Angeli, RMC Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAN	ABSENT
S. Cline						
T. Gre or						
V. Jared						
S. Kellum						
K. Hensen						
J. Long						

I, Ben Angeli, Clerk of the City of foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

Date Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-206

A RESOLUTION TO CANCEL PROPERTY TAX AS OWNED

D. Wri ht						

Salem, in the County of Salem, do hereby certify the

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BE RESOLVED by the Mayor and Council of the City of Salem, County of Salem, State of New Jersey, that the following parcels' 2026 3rd quarter tax billing be cancelled as City owned by recorded Final Judgment of Foreclosure dated 11/16/2025 and recorded on 02/25/2026 in Mortgage Book 4755, Page 1308 within Salem County.

Block & Lot		Address	Tax Amount to Cancel
39	21	N Union Street	$929.08
69	21	52 Union Street	$1,138.78
69	28	13 Elm Street	$461.88
69	29	Elm Street	$39.82
69	33	25 Elm Street	
69	38	39 Elm Street	$29.20
69	39	41 Elm Street	$29.20
86	21	45 Olive Street	$1,199.84
86	22	43 Olive Street $934.39	
87	4	91-93 Union Street $84.95	
87	12	86 Union & 363 Magnolia St	$1 491.83
			$7,493.68

NOW THEREFORE, BE RESOLVED by the Mayor and Council ofthe City of Salem, County of Salem, that the 3 rd quarter 2026 tax billing for the above-mentioned parcels totaling $7,493.68 be cancelled by the Tax Collector.

AND BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Tax Collector and the Chief Financial Officer for their records and guidance.

ATTEST: CITY OF SALEM

Ben Angeli, RMC Tim Gregory, Council President

COUNCIL	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT

I, Ben Angeli, Clerk of the City of foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

Date Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-207

A RESOLUTION TO CANCEL PROPERTY TAX AS OWNED

S. Cline						
T. Gre or						
V. Jared						
S. Kellum						
K. Hensen						
J. Long						
D. Wri ht						

Salem, in the County of Salem, do hereby certify the

CITY

BE RESOLVED by the Mayor and Council of the City of Salem, County of Salem, State of New Jersey, that the following parcels' 2026 3 rd quarter tax billing be cancelled as City owned by recorded deed of transfer dated 01/21/2026 and recorded on 02/09/2026 in Mortgage Book 4754, Page 370 within Salem County.

Block & Lot		Address	Tax Amount to Cancel
26	3	322 Grant Street	$3,671.18
26	6	320 Grant Street	$6,702.62
26	7	Grant Street Rear	$268.10
26	8	Grant Street Rear	$220.33
26	9	Grant Street Rear	$220.33
			$11,082.56

NOW THEREFORE, BE RESOLVED by the Mayor and Council of the City of Salem, County of Salem, that the 3rd quarter 2026 tax billing for the above-mentioned parcels totaling $11,082.56 be cancelled by the Tax Collector.

AND BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Tax Collector and the Chief Financial Officer for their records and guidance.

ATTEST: CITY OF SALEM

I, Ben Angeli, Clerk of the City of do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

Date

Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-208

A RESOLUTION TO CANCEL PROPERTY TAX AS OWNED

Ben Angeli, RMC Tim Gregory, Council President

COUNCIL	MOVED	SECONDED			ABSTAIN	ABSENT
S. Cline						
T. Gregory						
V. Jared						
K. Hensen						
J. Key						
D. wright						

Salem, in the County of Salem,

I, Ben Angeli, Clerk of the City of foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

Date Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-209

A RESOLUTION TO CANCEL TAXES FOR A 100% EXEMPT VETERAN

WHEREAS Rod J. Perkins, residing at 212 N Union Street, in the City of Salem, County of Salem, State of New Jersey, also known as Block 39, Lot 1, was granted a 100% Total Disabled Veteran Exemption as of March 19, 2026, and

WHEREAS, upon the printing of the 2026 Tax Duplicate, the property known as Block 39, Lot 1, listed as Property Class 2 and taxes were assessed, and

BE IT FURTHER RESOLVED, that the estimated third quarter 2026 taxes assessed to Rod J. Perkins, residing at 212 N Union St., also known as Block 39, Lot 1, totaling $2,335.72, be cancelled.

AND BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Tax Collector and the Chief Financial Officer for their records and guidance.

ATTEST: CITY OF SALEM

Ben Angeli, RMC Tim Gregory, Council President

COUNCIL	MOVED			N	ABSTAIN	ABSENT
S. Cline						
V. Jared						
S. Kellunl						
D. Wright						
J. Long						
K. Hensen						
T. Gregory						

Salem, in the County of Salem,

I, Ben Angeli, Clerk of the City of do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

Date Ben Angeli, RMC

RESOLUTION AUTHORIZING GRANT AGREEMENT BETWEEN CITY OF SALEM AND THE STATE OF NEW JERSEY BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: GC2024-00052-P1

GOVERNING BODY RESOLUTION

WHEREAS, the governing body of City of Salem desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately $20,000.00 to fund the following project:

Green Communities Inventory and CFMP Development

THEREFORE, THE GOVERNING BODY RESOLVED Jody Veler or the successor of the office of mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the state for a grant in an amount not less than $20,000 and not more than $20,000 and (c) to execute any amendments thereto.

The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed

_____

Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services. In-kind contributions are considered volunteer work or the donation of equipment or property.

ATTEST:

_____

Ben Angeli, RMC

CITY OF SALEM

_____

Tim Gregory, Council President

CITY OF SALEM
RESOLUTION 2026-211

COUNCIL	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kelluni						
J. Long						
D. wright						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, and correct

Date

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Page I of 3

GRANT AGREEMENT BETWEEN
City of Salem AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT
IDENTIFIER: GC2024-00052-P1

SCOPE OF SERVICES

The Scope of Services for this agreement incorporates the Grantee's proposal, as approved by the Department (Attachment D-2); any project requirements delineated in Attachment D-i - Project Requirements; and any modifications, amendments, and additions thereto. In case of conflict among the provisions of Attachments D, D-l, and D-2, the order of priority shall be: (1) Attachment D-l - Project Requirements, (2) Attachment D Scope of Services, (3) Attachment DO • Grantee's Proposal. Please note that it may be necessary to use the scroll bar to see all the information contained in this section.

The New Jersey Department of Environmental Protection ("NJDEP" or ' 'Department"), through the New Jersey Forest Service Urban and Community Forestry Program (NJUCF), is providing funds to assist local governments in the development and implementation of an approved Community Forest Management Plan (CFMP) and inventory through tree/forest management agreements ("Green Communities Inventory and CFMP Development grants"). A CFM]) is a document for action, guiding communities to establish and maintain healthy, safe, and sustained urban community forests. Funds for the Green Communities Inventory and CFMP Development grants were made available through the New Jersey
Shade Tree and Community Forest Preservation License Plate Fund (N.J.S.A. 39:3-27.81) and the No Net Loss Compensatory Reforestation program (N.J.S.A. 13: IL-14.2).

NJUCF accreditation requites an approved, comprehensive CFN'IP prepared according to New Jersey Forest Service Community Forestry Program (CFVIP) Guidelines and approved by the State Forester. Accredited local governments have a basis to reduce or eliminate liability associated with local tree care programs and shade tree commissions, as well as access to future grants for implementation of their CFN4Ps. Details on NJUCF accreditation can be found at: https://dep.nj.gov/parksandforests/conservation/urban-and-community-forestry/

The CFMP Guidelines were revised in 2024 to include a requirement for a tree inventory that will provide urban and community forest composition, structur, and function data for the development of the CFMP. Inventory projects can include but are not limited to: ▪ community tree inventory; ▪ risk tree assessments; ▪ storm assessments; ▪ insect and disease management projects, such as emerald ash boær surveys, risk assessment, and mitigation planning; or • any combination of the aforementioned activities.

do hereby certify the foregoing to be a true copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

Ben Angeli, RMC

Each grantee may receive up to $20,000.00 to create a tree inventory and to develop a comprehensive CFNfP. Grantees must provide a matching contribution that equals twenty-five percent (25%) of the grant award through cash payment(s) and/or third party, in-kind (volunteer) services. In order for Grantee to receive the full award amount of this grant, its contributions must equal twenty-five percent (25%) of the grant award.

The Green Communities Inventory and CFMP Development grants provide funds for grantees to hire subcontractors or consultants (foresters, tree experts, or other appropriate forestry professionals) to: (i) conduct a bee inventory for Grantee's community; and (ii) create a comprehensive, NJUCF-approved CFMP for Grantee in accordance with the January 2024 CFMP Guidelines at: https://dep.nj.gov/wp-content/uploads/parksandforests/community-forestry-management-plan-guidelines.pdf

All free inventories must take place on properties owned or maintained by Grantee. All project work must be completed by the end of the 24-month work period, as defined in this grant agreement.

Up to $5,000.00 of the grant award may be spent on tree inventory software with a limit of one (l) year of licensing support. Public education and outreach efforts to convey the benefits of a healthy community forest are encouraged and supported as a part of this grant agreement. The purchase of software/licensing or supplies required to educate the community must be discussed with NJUCF prior to expenditure.

The Departnent has allocated the Grantee $20,000.00 to implement its proposed tree/forest management project.

GOAL(S)/OBJECTIVE(S):

The primary objective of Grantee's tee/forest management project is to encourage, promote, and support the stewardship and effective management of trees and forest ecosystems to help establish, grow, and maintain a healthy urban and community forest that will enhance the quality of life for its citizens and all New Jerseyans.

PROJECT'S OVERALL COMPLETION TRvEFRAME:

Grantee's CFMP shall be written and submitted in accordance with the requirements for a CFMP in the most recent version of the CFMP Guidelines, dated January 2024. Grantee shall submit the CFMP to the NJUCF for approval no later than twenty (20) months from the start of the work period of

the grant agreement. To meet this deadline, the NJUCF recommends that Grantee submit: (i) the completed tre inventory within twelve (12) months of the start of the work period of the grant agreement [to allow time for any needed amendmenW and NJUCF approval]; and (ii) the CFMP within twenty (20) months of the start of the work period of the grant agreement [to allow time for any needed amendments and approval by both the State Forester and the New Jersey Community Forestry Council].

REQUIRED ACTIVITIES/TASKS WITH PROJECTED TIMEFRAtvfE AND DELIVERABLE(S) FOR EACH:
Grantee, with the help of any identified subcontractors or other responsible third parties identified below, intends to use its allocated grant funding to support the following tasks, as applicable, and produce the following deliverables related to its green infrastructure project.

Task l: Submit tree inventory data to NJUCF for approval. (Year l)
Task Deliverable: Submission of an annual progress/performance report in NJDEP SAGE, including inventory data in Excel fotnat, and the current status of the required 25% match.
Responsible Party: To-be determined subcontractor (if one has not been identified in Attachment DO); see also Attachment F, if applicable.

Task 2: Develop and submit CFMP for NJUCF approval. (Year I and Year 2)
Task Deliverable: Email submission ofelectronic version of the CFMP to the NJUCF and submission of final progress/performance report in NJDEP SAGE.
Responsible Party: To-be-determined subcontractor (if one has not been identified in Attachment D-2); see also Attachment F, if applicable.

DELIVERABLES TO BE PROVIDED BY THE GRANTEE:
Grantee shall provide timely, annual progress/perfonnance reports in NJDEP SAGE for NJUCF approval throughout the grant agreement work period. The final progress/performance report shall include a cumulative review of the grant project, providing information on overall project achievements and the challenges of implementing the project.

Upon receiving NJUCF approval of its CFMP, Grantee shall submit a financial report in NJDEP SAGE for reimbursement. The financial report shall include detailed written receipts of costs for which Grantee seeks reimbursement that are marked as paid and accompanied by cancelled checks as proof of payment. To substantiate the matching requirement, Grantee's financial report shall also include detailed documentation of in-kind (volunteer) services and/or employee hours in support of activities included in the approved grant agreement.

GRANTOR'S RESPONSIBILITIES:
NJDEP periodically will monitor the progression of the project via Grantee's annual reporting to ensure that the grant funds will be expended by the end of the grant agreement work period.

NJDEP's payments to Grantee shall be made upon submission of satisfactory reports and supporting documentation. Grant ftrnds may be used only to satisW obligations which arise during the work period, and only as tillly documented in accordance with this grant agreement.

Reimbursement(s) to Grantee shall be limited to the cost of services provided by subcontractors or vendors hired by Grantee to carry out the approved work and work plans. This can include the cost of services for both the subcontractor's forestry professional and any subcontractor support stam aiding the professional in the conduct of the work. Salaries or wages of Grantee's employees are not eligible for reimbursement under this vant agreement.

Under no circumstances shall the Department reimburse Grantee for: (l) an amount greater than the amount contributed by Grantee; (2) an amount greater than Grantee's direct cost of hiring a forester, tree expert, or other forestry professionals to create the approved CFMP, tree inventory, (if applicable) tree canopy maintenance work/removals, and tree planting; or (3) an amount greater than four times the amount actually contributed by Grantee as its matching contribution, not to exceed $20,000.00. In the event that Grantee's costs are less than the amount set forth in the Approved Project Budget (Attachment B), the total amount of the grant award shall be reduced accordingly.

The Department will not provide reimbursement to Grantee until it has received satisfactory documentation that Grantee has made its 25% matching contribution in relation to the total amount of the approved project budget.

The determination as to whether Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the Department in accordance with all applicable State requirements.

GRANTEE'S RESPONSIBILITIES, INCLUDING S(JrvMARY OF PAYMENT/ REIMBURSEMENT
SCHEDULE: All grant reporting shall be done electronically through NJDEP SAGE.

As outlined in Section VI of Attachment A, a progress/perfomance report to provide an update on the project status shall be submitted in NJDEP SAGE on a twelve-month basis for the duration of the work period of the grant agreement. These reports are vital to the success of the project and must be completed and submitted on time.

Upon project completion, a final progress/performance report shall be submitted in NJDEP SAGE. This report shall include a cumulative review of the project, the project achievements, and the challenges of implementing the project.

The Department shall reimburse Grantee only after: (l) Grantee obtains approval from NJUCF for a completed free inventory and a completed CFMP, as approved by the State Forester and the Community Forestry Council; (2) Grantee submits a financial report in NJDEP SAGE that includes detailed written receipts of costs for which Grantee seeks reimbursement and are marked as paid and accompanied by cancelled checks as proof of payment; (3) Grantee provides proof of its required 25% match; and (4) the Department determines that all costs were properly incurrd.

GRANTING AGENCY'S NffTHOD FOR DETEIU•nNING GRANTEE'S COMPLIANCE WITH/SATISFACTION OF THE AGREn,ffNT: The Department will determine compliance with the grant agreement when the progress, financial and final reports, and deliverables indicate that the goals, objectives, and tasks are met. Satisfactory compliance shall include NJUCF approval of progress/performance reports, timely project deliverables, appropriate expenditures, supporting documentation, and financial reporting If Grantee fails to comply with any term, condition, requirement, or provision of this grant agreement or fails to make sumcient progress to reasonably ensure completion of performance within the timeframes set forth in this agreement, and is unresponsive for six (6) months or greater, the Department has a right to terminate this agreement. The Department will rescind all remaining funds, and Grantee must return any unexpended fimds from advance payments, as applicable.

Progress reporting and financial reporting are discussed in more detail within Attachment D-l, which follows.

GRANT AGREEMENT BETWEEN

City of Salem AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: GC2024-000S2-P1

PROJECT REOUIREMENTS

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. The Grantee shall comply with the requirements set forth below, as welt as any requirements of the program's enabling legislation and any rules and regulations promulgated pursuant thereto.

Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. All project work must be completed by the end of the 24-month work period as defined in this grant agreement.

Grantee shall ensure that its selection of subcontractors/consultants complies with all applicable federal, State, and local statutes, rules, and ordinances, including but not limited to those related to public advertisement and/or bidding. Grantee shall use its own procurement procedures that reflect applicable State and local laws and regulations.

Grantee shall comply with all financial and performance reporting requirements in accordance with the General Terns and Conditions of this grant agreement. Projects must be completed within the work period defined in this grant agreement.

PROGRESS/PERFORMANCE REPORTING

Grant reporting shall be done electronically through the NJDEP System for Administering Grants Electronically (NJDEP SAGE). As outlined in Section VI of Attachment A, progress/performance reports shall be submitted for NJUCF approval at twelve (12)-month intervals throughout the grant work period. The first progress/performance report shall be due twelve (12) months from the start date of the grant work period. These reports must contain an accounting of progress and/or challenges related to each aspect of the Green Communities Inventory and CFMP Development grant projects, as well as the documentation of progress to fulfill the 25% match requirement.

In addition, Grantee's: (i) completed tree inventory data shall be provided in Excel (.xsb() format and must be uploaded and submitted in a progress/performance report for NJUCF approval; and (ii) CFNfP shall be sent to the NJUCF via email.

Upon completion of the CFNIP, a final progress/performance Report shall be submitted in NJDEP SAGE. This report shall include a cumulative review of the entire project, the project achievements, and the challenges of implementing the project.

FINANCIAL/EXPENDITURE REPORTING

Grantee shall maintain records that adequately identib' the materials purchased and the payments made. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll runs (if applicable), time and attendance records (if applicable), contract, and sub-grant award documents, etc. All invoices must be paid in ftlll to be considered for reimbursement; advance payments shall not be made. Salaries ot wages of Grantee employees are not eligible for reimbursement under this agreement.

If Grantee engages two subcontractors for the project (i.e. one subcontractor to conduct the tree inventory and another to create the CFMP), reimbursement for the inventory portion of the project may be requested upon NJUCF's approval of the tree inventory data. For the subcontractor payment pertaining to the tre inventory, Grantee must submit the required source documentation and proof that one- half of Grantee's 25% match requirement has been met. Ali invoices must be paid in full for reimbursement.

Each Grantee must provide a matching contribution equal to 25% or more of its grant award. All contributions, whether cash and/or in-kind, shall be accepted as an eligible part of Grantee's matching share when such contributions are:

a. verifiable from Grantee's records;
b. necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;
c. used to support activities that are included in the approved grant agreement; and
d. incurred and contributed within the grant work period.

Grantee shall submit a financial report in NJDEP SAGE to request reimbursement and upload the appropriate source documentation. Payments shall be made upon submission of satisfactory reports and supporting documentation. Failure to provide complete financial reports and proper financial documentation may result in non-payment,

Grant funds may be used only to satisfy obligations which arise during the Work Period and only as fully documented in accordance with this grant agreement. The determination as to whether Grantee has satisfied its obligations for reimbursement, including the eligibility of cost for reimbursement, shall be at the sole discretion of the Department in accordance with all applicable State requirements,

TREE INVENTORY

Grantee's tree inventory data must be provided in Excel (.xlsx) format by the subcontractor/consultant. The data report must include, at minimum: inventory type (street, park, or forest) and extent (partial, sample-based, or complete); data collection methodology; species composition; and all data required for the inventory, per Appendix 5 of the CFMP Guidelines: https://dep.nj.gov/wp-content/uploads/parksandforests/community-forestry-management-plan-guidelines.pdf

The report may also include additional information, such as maintenance and/or planting priorities and recommendations.

All trees inventoried for this project must be located on municipally-owned or municipally-maintained property. Information from the tree inventory shall be used to inform Grantee's CFMP.

cowfUNITY FOREST MANAGEMENT PLAN (CFW)
A New Jersey State Approved Forester, a Licensed Tree Expert, or an International Society of Arboriculture Certified Arborist shall work with Grantee to create a CFMP that addresses the protection, enhancement, and safety of the local urban and community forest, as well as the social, economic, health and aesthetic benefits associated with a well-managed tree resource.

The CFMP shall be written in accordance with the current CFMP guidelines and informed by Grantee's tree inventory. It shall include mapping requirements as outlined in the CFMP guidelines and a framework which centers on management goals, forest structure and function, and participatory planning.

Any assessments for tree removals must be made by a tree professional with licensed tree expert and Tree Risk Assessment Qualified (TRAQ) credentials. Examples of bees that should be removed are dead frees, standing trees, or other high-risk frees rated as "extreme" or "high" risk of failure, as assessed by a TRAQ professional who clearly documents the only acceptable mitigation option for reducing tree risk to an acceptable level is whole tree ßmoval.

INTELLECTUAL PROPERTY
All data and other intellectual property created, generated, delivered, or otherwise prepared for or resulting from this agreement, including but not limited to all papers, reports, surveys, plans, charts, records, analyses, or publications produced, regardless of state of completion, shall be jointly owned by the DEP and Grantee. Each party shall have a perpetual, irrevocable, royalty-free, non-exclusive worldwide right and license to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works, in all media and all forms, such data.

GRANT AGREEMENT BETWEEN

City of Salem AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: GC2024-00052-P1

GRANTEE'S PROPOSAL

The Grantee's project proposal, as approved by the Department, is incorporated into this agreement as this Attachment D-2. Except as modified, amended, or supplemented by this agreement, this Attachment D-2 describes the assignment tasks and project work units which the Grantee shall perform and deliver pursuant to this agreement.

Complete application can be found within NJDEP Sage.

The following modifications, amendments and/or supplemental language shall supercede that which is in the proposal and shall be performed and delivered by the Grantee pursuant to this agreement:

GRANT AGREEMENT BETWEEN

City of Salem AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: GC2024,,00052-P1

Governing Body Resolution

The governing body of desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately to fund the following project:

Therefore, the Governing Body resolves that [name ofAuthorized Official] or the successor of the office of [title/offrce of Authorized Officer] is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than and not more than and (c) to execute.

any amendments thereto any amendments thereto which do not increase the Grantee's obligations no amendments thereto

*The authorizes and hereby agrees to match % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).

The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed:

GRANT AGREEMENT BETWEEN

*Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services. This can be uploaded in the Miscellaneous Attachments section. In-kind contributions are considered volunteer work or the donation of equipment or property. If no match is required, then 0% should be entered in each of the boxes above.

/ ATTACHIvfENT E-l (Gov)

City of Salem AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: GC2024-00052-P1

ATTACHMENT E-l RESOLUTION CERTIFICATION

I. [name of secretary or equivalent], [title] of certi& that this resolution was duly adopted by at a meeting duly held on ; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature.

Acknowled ement

Name:

Date:

NOTE: Certification must be signed by omcer other than the individual authorized to execute the agreement unless the company bylaws allow a single person to occupy all offces and do not require multiple signatures to execute the agreement.

NOTE: This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E-l when it returns the executed agreement to the Department.

GRANT AGREEMENT BETWEEN
City of Salem AND
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GRANT IDENTIFIER: GC2024-OOOS2-P1

ATTACHMENT F SUBCONTRACTOR LIST

If required by Section IV of the General Terms and Conditions and Attachment A, Section IX, Paragraph C, the Grantee shall submit a Business Registration Certificate allowing subcontractor(s) to do business in New Jersey. Ali relevant information indicated below must be completed for all subcontractors the Gmntee intends to use. A Business Registration Certificate for each subcontractor listed below must be uploaded to NJDEP SAGE in either Attachment A, Section IX, Paragraph C or Miscellaneous Forms before any payments can be made. If new subcontractors are added after the execution of the Grant Agreement, the below Subcontractor List must be updated to reflect the addtions.

Subcontractor's Name:

Subcontractor's Address:

Subcontractor's Phone #:

'IYpe(s) of Service(s) To Be Provided:

Estimated Value of Subcontract:

Percentage of Total Grant Award:

Business Registration Certificate:

Click here to add an additional subcontractor

Upload your approval forms here:

Upload your USDA Certifications herc:

City of Salem AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: GC2024-00052-P1

ATTACHMENT G - STATEMENT OF ADEOUACY OF ACCOUNTING SYSTEM

If Grantee is a governmental agency, complete Section A. If Grantee is a non-govemmental Agency, complete Section B.

Section A: Governmental Agency

I am the Chief Financial Officer (Print title of Financial Officer) of City of Salem and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project. The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

I. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;

2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;

3. provide accurate and current financial reporting information;

4. be integrated with a strong system of internal controls; and

5. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date:

Signature:

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GRANT AGREEMENT BETWEEN

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GRANT AGREEMENT BETWEEN
City of Salem AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OR ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: GC2024-00052-P1

I. Grant Award Data and Signatures

Grantee's Name:	City of Salem (the "Grantee Agency")
Address:	125 West Broadway, Salem, Salem County, New Jersey 08043
Vendor ID#	216001146
DUNS # (required only for Federally-mnded awards):	QN4GRYKCWCK4
Financial Officer's - Name:	Stephen Labb
Title: (The "Chief Financial Offcer"):	Chief Financial Officer

The State of New Jersey (The ' 'State")
Department of Environmental Protection (The "Department" or the "DEP")

Granting Agency's
Narne: NJDEP Division of State Parks, Forests and Historic Sites
Urban, Community & Privately Held Forests (the 'I Granting Agency")
Address: 501 East State Street
P.O. Box 420, Mail Code 501-04
Trenton, New Jersey 08625-0420

Granting Officer's

Name: Patricia Shapella (the "Grant Officer")

Title: Grant Administrator

Email Address: Patricia.Shapella@dep.nj.gov

Phone Number: (609) 940-7159

Spending Plan Approval #: FS22„002

Source of Funds							
Total Project Funding	AMOUNT	STATE ACCOUNT NUMBER					
		FY	Fund	Org	Appr	Activity	Job Number
State General Fund	$20,000.00	26	100	4870	074	V42Y	39991370
Federal							
Grantee	$5,000.00						

TITLE OF GRANT: G

AMOUNT OF GRANT: Equal to XUpto $20,000.00

Other (identify below)		
	$25,000.00	TOTAL APPROVED PROJECT AMOUNT

WORK PERIOD: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later.
The "Work Period" for this grant commences on 07/30/2026 or the effective date, whichever is X Earlier Later, and runs for a period of 24 months thereafter, until .
Grant funds may be used only to satis9 obligations which arise during the Work Period.

PURPOSE AND AUTHORITY:

Grant Project to be funded: Green CommunitiesInventory and CFMP Development

Yes Grant will be used for Research and Development (R&D):

Statutory Authority for this Grant:

N.J.S.A. 13:1B-3; N.J.S.A. 13:1D-9; N.J.S.A. 13:1L-14.2 and -17.4; and N.J.S.A. 39:3-27.81

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02

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State:

Deputy Attorney General:

Date:

O I have acknowledged and approved.

A confidential and privileged memorandum (Protocol Memo) pre-approving this agreement as to legal form Has Not been provided to the Granting Agency by the Deputy Attorney General.

Upload Protocol Memo Here:

Approval of Granting Agency

Granting Agency Name: NJDEP Division of State Parks, Fcnests and Historic Sites Urban, Community & Privately Held Forests

Director Todd Wyckoff

Date: 08/06/2026

☑ I have acknowledged and approved.

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

Grantee

Grantee Name: City of Salem

Authorized Official:

Date:

O I have acknowledged and approved.

State of New Jersey/DEP

Assistant Commissioner/Delegate:

Date:

O I have acknowledged and approved.

GRANT AGREEMENT BETWEEN
City of AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: GC2024-00052-P1

This Attachment A outlines the responsibilities established by the terms, conditions, requirements, and provisions of the General Tenns and Conditions. Any modifications to the General Terms and Conditions of this agreement are set forth in Section X, below.

1. Insurance (See section 11 of the General Terms and Conditions offhis apeement - Insurance.)

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages:
https://njdepsage.intelligrants.com//_Upload/55312
1149616-2026-07-16Revt004-04-2026CityofSalemCO
toStateofNJ.pdf

A, The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. Comprehensive General Liability

X Insurance
Self-insurance
Not Required
Combination of Insurance/SeIf•Insured

2. Automobile Liability

X Insurance
Self-insurance
Not Required
Combination of Insurance/Self-Insurd

3. Worker's Compensation

X Insurance
Self-insurance
Not Required
Combination of Insurance/Self-Insured

4. Employees Liability

X Insurance
Self-insurance
Not Required
Combination of Insurance/SeIf-Insured

B. Certificates of Insurance or documentation of self-insurance

X are on file with the departnent.
will be forthcoming within 30 days aner the effective date of this agreement.
are not required

Il. Availability of Funds (See section V of the General Terms and Conditions of this agreement - Availability ofFunds.)

Based upon mnds available to the Department in the State's fiscal year, this agreement is:

X fully funded partially ft.nded
in the amount of

III. Method of Payment (See section WI of the General Terms and Conditions of this agreement - Method ofPayment.)

A. Advance payment, ifjustified and itemized in Attachment B-2 - Advance Payment, is

authorized, in total, for

X not applicable

B. Progress payments shall be made on a (e.g. mo./qtr./deliverable) basis for per payment

shall be based on actual expenditures on a (e.g. mo./qtr.) basis accompanied by receipts.

X shall be made on submission of deliverables in accordance with the project specifications and requirements.

are not applicable.

C. Final payment of (amount or description)

shall be witheld pending receipt of all final
reportS. is not appiicable.

X (other, please speci$') as specified in Attachment D-1, Project Requirements

NOTE: No payment can be made unless an Expenditure Report is submitted with appropriate justification, receipts, etc. and all reporting requirements are met as specified in this agreement.

IV. Matching and Cost Sharing Requirements (See section M ofthe General Terms and Conditions ofthis agreement - Matching and Cost Sharing Requiæments.)

X 'Ihe Grantee shall provide the matching or cost sharing amounts indicated in the Grant Award Data, and described further in Attachment B - Approved Project Budget.

. Matching and cost sharing requirements do not apply.

V. Certification of Adequacy of Accounting Svstem (See section NV of the General Terms and Conditions of this agreement Financial Management System.)

A, Attachment G • Statement of Adequacy ofAccounting System

X must be completed by the Financia.l Officer identified in the Grant Award Data and Signatures section.

is not required.

B. Expenditure Reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on

a cash basis an
accrual basis
X modified accrunl basis
(other, please speciÜ)

VI. Financial and Performance Renortinp (See section W ofthe General Terms and Conditions ofthis agreement - Financial and Performance Reporting.)

A. All Expenditure Reports must be certified by the Financial Offcer.

B. Periodic Expendituæ Reports shall be submitted days following the end of the (e.g. month/quarter). Quarter shall be defined as January through March, April through June, July through September and October through December.

X (other, speciö') as specified in Attachment D-1, Project Requirements, but no later than the due date of the final Expenditure Report.

c. Performance reports shall be submitted on a yearly basis. These reports should be submitted no later than 30 days aner the end of each year (e.g. quarter/year). Quarter shall be defined as set forth in Subparagraph B above.

D. Final Expenditure and performance report, shall be submitted by the Grantee no later than 30 days after

X the Grantee's completion of all agreement tasks
the end of the Work Period

VII. Audit Requirements (See section WII of the General Terms and Conditions ofthis agreement - Audit Requirements.)

A. Pursuant to State and Federal Requirements, the Grantee is

02 1 ATTACFDÆNT
Page 3 of

required to have an annual single audit or program-specific expenditures >= $750,000/fiscal audit ynr) required to have a financial statement audit or program-specific audit idit (expenditures between $10 SIOO,OOO.SU9.999/fiscal yur) X not required to have an annual single audit, a financial statement audit or a program-specific audit (expenditures <$100,000/fiscal yur)

B. The Department's records show the Grantee's fiscal year ends on 12/31/2025. The Grantee shall noti& the Department immediately if this date is incorrect or is changed.

C. Copies of all audit reports must be submitted to DEP, Internal Audit Unit at PO Box 42(), 428 East State St., Trenton, NJ, 08625-0420 and to the NJDEP Division of State Parks, Forests and Historic Sites
Urban, Community & Privately Held Forests, not later than nine months after the close of the Grantee's fiscal year.

VIII. Aereement Amendment (See sectionXP711 of the General Terms and Conditions of this agreement - Agreement Amendment.)

All revisions and modifications must be submitted through NJDEP SAGE to Patricia Shapell*, Grant Administrator or the successor to that position (the "Grant Offcer").

IX. Authorizations and Disclosures (See section XWI ofthe General Terms and Conditions of this agæement - Approvals and Authorizations.)

A. The Grantee is a./an Municipality

B. Appended hereto as Attachment E is
X •a goveming body resolution a
corporate resolution an LLC
resolution an Entity resolution not
required

C. A Business Regist•ation Certificate for Grantee's subcontractors to do business in New Jersey

X will be submitted is not applicable
is on file with the Department or
uploaded below

Business Regisfration Certificate (if applicable):

NOTE: No payment can be made until the Department has received all documents required under this Section Authorizations and Disclosures.

X. Modifications to General Terms and Conditions

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section X, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement.

X T'his Section X does not contain modifications to the Genera.l Tenns and Conditions of this agreement.

This Section X does contain modifications to the General Terms and Conditions of this agreement, as follows:

GRANT AGREENfENT BETWEEN
City of AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT
IDENTIFIER: GC2024-OOOS2-P1

APPROVED PROJECT BUDGET

XPENSE CATEGORY		FEDERAL	STATE	GRANTEE ("MATCH")	OTHER
A, Personnel Costs Salaries				$5,000.00	
Fringe Benefits					
B. Subcontractors and/or Consultants			$15,000.00		
C. Other Costs					
Specify Below Software Licensing and Support			,000.0		
D. Audit					
Incom Less Progr (ente1 negativ		so.oo	$0.00	$0.00	$0.00
Indirect Costs (Indicate rate: O. I %)	iöiöog_				
			-$20iooo;oo-		

Match %:

Match % of Total Project Amount: 20%

Tota.l Grant Amount: Up To $20,000.00

fie sums identified in the "Total Budgetn column are itemized and justified in (check one or more as appropriate)

X Attachment B-l - Itemization and Justification ofBudget
Attachment D - Scope of Services
Attachment D-2 - Grantee's Proposal

ATTACHWLENT 1
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GRANT AGREEMENT BETWEEN
City of Salem AND
THE STATE OF NEW JERSEY BY AND FOR
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GRANT IDENTIFIER: GC2024-OOOS2-P1

ITENflZATION AND JUSTIFICATION OF BUDGET

If neither Attachment D - Scope of Services, nor Attachment DO - Grantee's Proposal, provides an itemization, explanation, and justification for the Approved Project Budget, they must be provided on this Attachment B-l, Itemization and Justification of Budget.

fie state funding of $20,000.00 supporting this grant agreement will be used by the Grantee to hire a consultant/subcontractor who will create a tree inventory and a Community Forestry Management Plan (CFEfP) for the municipality. The Plan will follow the 2024 New Jersey Urban and Community Forestry CFMP Guidelines.

Reimbursement to Grantee will be limited to the cost of services provided by subcontractors or vendors hired by Grantee to cany out the approved work. Salaries or wages of Grantee's employees are not eligible for reimbursement under this grant agreement.

'Ihe Grantee wili match 25% of the grant award. ($5,000.00). The budget in the grant application has been revised.

ESTm,fATED BREAKDOWN ofthe $5,000.00 MATCHING REQUIREWENT:

Total Cash Match - Employee Wages = $5,053.00
Grants Manager 3% of $65,000 = $1,950.00
Chief Financial Officer 3.3% of $67,500 = $2,227.50 Business
Administrator of $87,550 = $ 875.50

Total
$5,053.00Proposed Match
-5,000.00 Required Match
$ 53.00 Difference This difference will be regarded as Overmatch.

In Attachment B, the Total Pmposed Employee Wages for the Match are reduced by $53.00 to comply with the æquired Match of $5,000.00

CITY OF SALEM
RESOLUTION 2026-210

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ASSOCIATED HUMANE SOCIETIES FOR THE PROVISION OF ANIMAL SHELTER SERVICES

WHEREAS, the City of Salem is in need of Animal Shelter Services; and

WHEREAS, ASSOCIATED HUMANE SOCIETIES, has provided a proposal and agreement to provide Animal Sheltering Services at their facility located at 1244 North Delsea Drive, Vineland, NJ; and

WHEREAS, the terms and cost of the proposal are attached (Attachment "A"); and

WHEREAS, the City Solicitor has reviewed the agreement; and

WHEREAS, the CFO has certified that the funds are available.

BE IT HEREBY RESOLVED by the Common Council ofthe City of Salem, County of Salem and State of New Jersey, that the Mayor and City Clerk are hereby authorized and directed to enter into an agreement with ASSOCIATED HUMANE SOCIETIES for the provision of animal shelter services for a period beginning on September l, 2026 and ending December 3 1, 2026.

ATTEST: CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED		N	ABSTAIN	ABSENT

S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Long						
D. Wright						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certiö/ the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem August 17, 2026

_____ _____

Date Ben Angeli, RMC

AGREEMENT
BETWEEN ASSOCIATED HUMANE SOCIETIES AND MUNICIPALITY TO PROVIDE MUNICIPAL ANIMAL SHELTER AND IMPOUND SERVICES

This AGREEMENT TO PROVIDE MUNICIPAL ANIMAL SHELTER AND IMPOUND SERVICES (this "Agreement") is made and entered into by and between:

1. ASSOCIATED HUMANE SOCIETIES, INC., having principal at 124 Evergreen Avenue, Newark, New Jersey 07114 (the "Society"); and
2. SALEM CITY, a municipal corporation of the State of New Jersey (the "Municipality"), with principal offces at 125 West Broadway, Salem, NJ 08079.

The Society and the Municipality may be referred to individually as a "Party" and collectively as the "Parties."

BACKGROUND

WHEREAS, the Society has proposed to provide municipal animal shelter and impound services for and on behalf of the Municipality, including the sheltering and impoundment of Stray Animals and CSI Animals (each as defined below);

WHEREAS, the Municipality desires to engage the Society to provide such animal shelter and impound services in accordance with the terms and conditions set forth herein;

WHEREAS, the Parties desire to set forth the terms, conditions, procedures, and fees under which the Society will provide municipal animal shelter and impound services for Stray Animals and CSI Animals, and provide Additional Services (as defined below) as requested;

WHEREAS, the Parties intend that this Agreement define the services, procedures, and financial obligations relating to the impoundment and sheltering of Stray Animals and CSI Animals originating from within the Municipality; and

WHEREAS, the Parties desire to enter into this Agreement and to be bound by its terms.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. INCORPORATION OF BACKGROUND AND EXHIBITS

I . 1 Incorporation. The foregoing Background clauses are hereby incorporated into and made part of this Agreement as if fully set forth herein.

1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

- Exhibit A — Basic Medications

- Exhibit B — Mandatory Equal Employment Opportunity Language
- Exhibit C — Animal Control Related Provisions

1.3 Order of Precedence. In the event of a conflict among the documents comprising this Agreement, the following order of precedence shall govern: (a) this Agreement (exclusive of the Exhibits), then (b) Exhibit C, then (c) Exhibit A, then (d) Exhibit B.

2. DEFINITIONS

The following words and terms, when used in this Agreement, shall have the meanings set forth below:

2.1 "Surrender" means an animal voluntarily surrendered by its owner.

2.2 "Forfeiture" means forfeiture of an animal pursuant to applicable law, including but not limited to forfeiture arising out of animal cruelty proceedings.

2.3 "Additional Services/Fees" means the services and fees described in Section 9.

2.4 "Basic Shelter Service Contract Fee" means the contract fee described in Section 5 for Basic Shelter Services for Stray Animals.

2.5 "Basic Shelter Services for Stray Animals" means the animal shelter and impound services described in Section 4 for Stray Animals.

2.6 "Basic Shelter Services for CSI Animals" means the animal shelter and impound services described in Section 6 for CSI Animals.

2.7 "Basic Veterinary Care" means the basic veterinary care provided by the Society as contemplated by this Agreement.

2.8 "Basic Medications" means the basic medications set forth in Exhibit A.

2.9 "CSI Animals" means animals seized and/or impounded by a HLEO in connection with animal cruelty investigations and/or proceedings, including but not limited to those held at the request of the HLEO.

2.10 "Extraordinary Veterinary Care" means veterinary care beyond Basic Veterinary Care, as determined by the Municipal Veterinarian.

2.11 "HELO" means the Municipal or County Humane Law Enforcement Offcer as defined in N.J.S.A. 4:22-1 et seq.

2.12 "Minimum Statutory Hold Period" means the minimum required statutory hold period under New Jersey law for Stray Animals and/or CSI Animals, as applicable.

2.13 "ACO" means the certified animal control officer appointed by the Municipality pursuant to N.J.S.A. 4:19-15.16b. ACO does not include any County or Municipal Humane Law Enforcement Offcer as defined in N.J.S.A. 4:22-1 et seq.

2.14 "MDH" means a Municipally Designated Hold, being a hold beyond the Minimum Statutory Hold Period requested by the Municipality, ACO, and/or HLEO, supported by legal authority provided pursuant to Section 14.

2.15 "Municipal Veterinarian" means the veterinarian designated by the Municipality.

2.16 "Stray Animal" means an animal that the Municipality's certified animal control offcer finds at large within the Municipality, seizes and delivers to the Society pursuant to this Agreement, excluding Surrenders and otherwise excluding animals not eligible under Section 10.

2.17 "Supervising Veterinarian" means the licensed veterinarian appointed by the Society pursuant to Section 22.

2.18 "TNVR" means Trap-Neuter-Vaccinate-Return.

2.19 "Wildlife" means wildlife as that term is commonly understood and as addressed in Section 10.

3. TERM OF AGREEMENT

3.1 Term. This Agreement shall be for a term of one (1) year, commencing on 8/18/2026 (the "Commencement Date") and terminating on 12/31/2026 (the "Termination Date"), unless earlier terminated in accordance with this Agreement.

3.2 Renewal. The Parties may renew this Agreement by written renewal notice and execution of a renewal agreement ("Renewal Agreement"). Failure to execute a Renewal Agreement prior to the Termination Date may (i) prohibit the ACOs' access to the Society's facility as of the Termination Date and/or (ii) result in the imposition of the Society's then-current fee schedule if the Society continues to provide any services beyond the Termination Date. If services are provided after the Termination Date, the provisions of this Agreement intended to govern payments and obligations shall continue to apply as necessary to effectuate the Parties' intent.

4. BASIC SHELTER AND IMPOUND SERVICES FOR STRAY ANIMALS

For the payment of the Basic Shelter Service Contract Fee, the Society agrees to provide Basic Shelter Services for Stray Animals delivered to the Society by the Municipality, including the impoundment, sheltering, and care of such Stray Animals during the Minimum Statutory Hold

Period, consistent with the terms, procedures, and limitations set forth in this Agreement and Exhibit C.

5. BASIC SHELTER SERVICE CONTRACT FEE (STRAY ANIMALS)

The Basic Shelter Service Contract Fee for the Term of this Agreement is $13,292.96 (the "Contract Price") and will be billed in accordance with Section 24 and paid in accordance with Section 25. The monthly invoice amount is $%32324.

6. BASIC SHELTER AND IMPOUND SERVICES FOR CSI ANIMALS

For CSI Animals delivered to the Society by the Municipality, the Society agrees to provide Basic Shelter Services for CSI Animals as set forth in this Agreement, including the impoundment, sheltering, and care of CSI Animals during applicable hold periods. Basic Shelter Services for CSI Animals do not include any Veterinary Services.

7. BASIC SHELTER SERVICE CONTRACT FEES FOR CSI ANIMALS

7.1 CSI Fee Schedule. The following fees apply to CSI Animals:
(a) Dogs (25 lbs. and over):

- First seven (7) days: $75.00
- Days eight (8) through thirty (30): $20.00 per day
- Days thirty-one (31) through sixty (60): $30.00 per day • Day sixty-one (61) and beyond: $35.00 per day (b) Dogs (under 25 lbs.):
- First seven (7) days: $50.00
- Days eight (8) through thirty (30): $15.00 per day
- Days thirty-one (31) through sixty (60): $20.00 per day
- Day sixty-one (61) and beyond: $25.00 per day

7.2 Responsibility for CSI Fees. All Basic Shelter Service Contract Fees for CSI Animals shall be the responsibility of the Municipality, regardless of the ability to locate and/or prosecute any responsible person(s), and regardless of the outcome of any prosecution. The Municipality shall also be responsible for fees for animals held under the authority of other agencies when such animals originate from within the Municipality's jurisdiction.

7.3: NJ Cost of Animal Care Law Petition Filing Within 20 Days of Impound: The Parties acknowledge and agree that the filing of a civil cost of care petition pursuant to N.J.S.A. 4:2246.3 benefits both the Society and the Municipality by facilitating the prompt recovery and/or securing of reasonable costs of care for applicable CSI Animals. Accordingly, the Municipality agrees that its municipal prosecutor shall file the civil cost of care petition in the appropriate Court within twenty (20) days of impound, as authorized by N.J.S.A. 4:22-46.3. The

Municipality further agrees that its municipal attorney shall work with the municipal prosecutor to ensure the timely, complete, and effective preparation, submission, and prosecution of the petition in Court. The Society will provide the Municipality with relevant information and documentation for the Municipality to use in the petition.

8. CSI ANIMALS - MEDICATIONS AND VETERINARY CARE

8.1 Medications. The Municipality shall be responsible for the Society's cost of procuring medications for CSI Animals, plus a fee of Ten Dollars ($10.00) per course of medication for administrative costs.

8.2 Extraordinary Veterinary Care. The Municipality shall be responsible for Extraordinary Veterinary Care for CSI Animals, as directed by the Municipal Veterinarian, including transportation costs as applicable.

9. ADDITIONAL SERVICES AND FEES

The Municipality may request, and the Society may provide, the following Additional Services at the following fees:

9.1 Decapitation (for rabies testing): $75.00.

9.2 Emergency Service Fee (after-hours service): $150.00.

9.3 Emergency Assistance Fee (after-hours assistance): $250.00.

9.4 Euthanasia and disposal: $250.00.

9.5 Storage (per animal, per day): $20.00 per day.

9.6 Disposal only (per animal): $75.00.

9.7 Administrative/report fees and other charges as provided by the Society pursuant to this Agreement and Exhibit C.

10. ELIGIBLE AND NON-ELIGIBLE ANIMALS

10.1 Eligible Animals. The animals eligible for Basic Shelter Services and/or Additional Services pursuant to this Agreement are:

(i) Domestic animals that are traditionally kept in the home for pleasure and not for commercial purposes or as food sources, including but not limited to dogs, cats, birds, fish, turtles, rabbits, hamsters, guinea pigs, legally permitted exotic animals (ex. lizards and snakes), legally permitted birds and fowl.

(ii) Small livestock of eighty (80) pounds or less subject to available space. If the Society cannot accommodate livestock animals for any reason, the County shall be responsible to secure alternative boarding. The Society will endeavor to assist the County by providing contacts/options for boarding such animals.

(iii) Any animal brought to the Society by an ACO and/or HLEO that the Society is required to hold under the authority of a County, State or Federal Agency for purposes of quarantine, permitting, safe keeping or other reason.

(iv) Wildlife for whom euthanasia is directed by the appropriate legal authority or licensed veterinarian.

10.2 Non-Eligible Animals. The animals not eligible for Basic Shelter Services and/or Additional Services pursuant to this Agreement but for which the Society will assist in the transfer to a licensed wildlife rehabilitator are:

(i) Injured, sick or immature wildlife indigenous to New Jersey.

(ii) Non-permitted species.

(iii) Non-native species.

Animals that are not eligible for any services include, but are not limited to:

(i) Healthy Wildlife; and

(ii) Livestock in exceeding eighty (80) pounds. The Society may assist in contacts/options for such animals if requested.

10.3 Capacity, Safety, and Documentation; Society Discretion. Notwithstanding any other provision of this Agreement, the Society reserves the right, in its reasonable discretion, to refuse, delay, condition, or limit intake and/or continued impoundment where (a) the Society has reached capacity, (b) intake would create a material safety risk to persons or animals, (c) intake would materially compromise quarantine/biosecurity protocols, (d) the animal presents a dangerous condition requiring specialized handling beyond the Society's resources, and/or (e) the Municipality, ACO, and/or HLEO fails to provide information, documentation, or legal authority reasonably requested by the Society (including, without limitation, for any MDH). The Parties acknowledge that public health/safety and humane care are paramount, and the Society's facility operations may require prioritization and triage.

11. SURRENDERS

This Agreement does not include the sheltering or impoundment of animals voluntarily surrendered by owners. Surrenders shall be handled pursuant to the Society's separate policies, and the owner shall be responsible for all associated fees unless the Municipality provides prior written authorization to cover such costs. Failure to provide such prior authorization may result in additional charges to the Municipality if the Municipality authorizes or causes surrender intake inappropriately.

12. MUNICIPAL REGISTRATIONS

The Municipality shall provide the Society with an electronic copy of its dog and cat license lists, updated quarterly.

13. STRAY/CSI ANIMAL INTAKE PROCEDURES

Stray and CSI Animal intake procedures shall be as set forth in this Agreement and Exhibit C, including, without limitation:

13.1 Emergency and Immediate Veterinary Care prior to delivery, as applicable.

13.2 After-hours notification requirements and the circumstances triggering Emergency Service Fees and/or Emergency Assistance Fees.

13.3 Multiple Animals. The Society's procedures and notification requirements in the event multiple animals are delivered.

13.4 Facility access and data entry requirements for ACOs and/or HLEOs.

13.5 Citizen drop-offs and the Society's policies regarding acceptance and processing.

13.6 Ear-tipped cats. Policies applicable to ear-tipped cats and feral cats, as provided in Exhibit C.

13.7 Biosecurity/Quarantine Cooperation. The Municipality shall comply with the Society's reasonable biosecurity, quarantine, and intake protocols, including protocols intended to prevent communicable disease transmission. The Municipality shall promptly disclose to the Society any known or reasonably suspected exposure, outbreak, bite incident, or other health/safety concern associated with an animal delivered to the Society.

14. AUTHORITY FOR MUNICIPALLY DESIGNATED HOLDS

In the event the Municipality, ACO, and/or HLEO requests that an animal be held beyond the Minimum Statutory Hold Period (an MDH), the ACO and/or HLEO shall provide the Society with the legal authority supporting the hold beyond the Minimum Statutory Hold Period. If the legal authority supporting an MDH is not timely provided upon request, or is insuffcient in the Society's reasonable judgment, the Society may treat the hold as expired and proceed in accordance with Section 18 and applicable law.

15. EXTRAORDINARY VETERINARY CARE DURING HOLDS; TRANSPORT; POSTHOLD CARE

15.1 During MDH or Minimum Statutory Hold Period. Should any animal require Extraordinary Veterinary Care during an MDH or the Minimum Statutory Hold Period, the ACO and/or HLEO shall coordinate with the Municipal Veterinarian. Transportation for such care shall be at the Municipality's sole cost.

15.2 Post-Hold Basic Veterinary Care. Any Basic Veterinary Care provided after the Minimum Statutory Hold Period shall be at the direction of the Society and at its cost.

15.3 Medical and Behavioral Decisions; Humane Euthanasia. The Parties acknowledge that animals may present medical, behavioral, or safety conditions requiring prompt professional judgment. The Society may, consistent with applicable law and its policies, make medical and behavioral decisions for animals in its care, including humane euthanasia when

medically necessary, for animal welfare, or for safety. The Society shall not be liable for good-faith decisions made under this Section.

16. NOTICE TO OWNER

The Society shall scan every animal for a microchip and shall make reasonable efforts to reunite animals with their owners. The Society shall leave written notice and shall notify the owner in writing as to where and when their animal can be reclaimed, including providing notice to incarcerated owners as applicable, consistent with Exhibit C.

17. OWNER RECLAIMS

The Society shall be available to release animals to owners pursuant to N.J.S.A.4:19-15. and other applicable law. The Society shall retain any fees collected by the Society in connection with such reclaim. Any restriction on release without legal authority shall not prevent the Society from releasing the animal. The Society shall not be responsible to collect amounts owed to the Municipality.

18. DISPOSITION OF ANIMALS AFTER REQUIRED HOLDS

After the Minimum Statutory Hold Period and any MDH supported by legal authority, the disposition of animals shall be at the Society's sole discretion, including adoption, foster placement, transfer to a rescue organization, or euthanasia, unless a court order directs otherwise.

19. ACCOUNTING FOR USE IN COURT PROCEEDINGS

Upon the Municipality's request for an accounting for use in court proceedings, the request must be made at least three (3) business days in advance. The Municipality may retain all amounts recovered from defendants; however, the Municipality shall remain liable to the Society for all amounts due under this Agreement.

20. VISITS

The ACO and/or HLEO shall not have the authority to permit owners of CSI Animals impounded due to cruelty charges to visit such animals.

21. COMMUNITY CAT MANAGEMENT 1 TRAP-NEUTER-VACCINATE-RETURN (TNVR) / SHELTER NEUTER RETURN (SNR)

The Society, in accordance with best practices of the National Animal Care and Control Association (the "NACCA"), recognizes that the indiscriminate pick up or admission into the shelter of healthy, free-roaming cats with no signs of ownership, regardless of temperament, for any purpose other than Trap, Neuter, Vaccinate, Return (TNVR) or Shelter Neuter and Return (SNR) programs, fails to serve commonly held goals of community animal management and protection programs and, as such, is a misuse of time, municipal funds, and a violation of the

Society's mission. The Society shall not trap, pick up or accept unowned, unsocialized freeroaming cats (also known as "community cats") that are healthy. In those cases, the Society shall work with the Municipality's TNVR Program to trap, spay/neuter, vaccinate and release the cat back to the area they were trapped.

By virtue of engaging the Society for animal services, the Municipality acknowledges, accepts, and agrees to Trap-Neuter-Vaccinate-Retum (TNVR), a process by which community stakeholders work together to humanely reduce outdoor free roaming cat populations by trapping the animals, providing clinical services of sterilization, vaccination against rabies, ear tipping, and retum to the place within the Municipality where the animals were originally located. Further, the Municipality agrees to have in place a community cat ordinance that comports with AHS ᵗ model TNVR ordinance. If at the time of execution of this Agreement a municipality has not adopted such a TNVR ordinance, the Municipality shall work with the Society to enact such ordinance within six months of execution of this Agreement.

In the meantime, if there is no municipal sanctioned TNVR program, the Society reserves the right to provide proper care and release of the community cat through its own SNR program within the contracted municipality in accordance with public health guidelines and best practices of the National Animal Care and Control Association. The Municipality agrees that that it shall not hinder and shall promote any efforts of the Society to carry out the best practices of the NACCA through TNVR practices.

22. SUPERVISING VETERINARIAN

The Society shall appoint a licensed veterinarian as the Supervising Veterinarian.

23. RECORDS

23.1 Inspection. Records shall be available for inspection consistent with this Agreement and Exhibit C.

23.2 Cruelty Case Reports. Any request for a veterinarian report regarding cruelty cases must be made within twenty-four (24) hours of intake.

23.3 Public Records Requests; Subpoenas. To the extent permitted by law, the Municipality shall be responsible for responding to any subpoenas, court orders, and/or governmental or public records requests (including OPRA requests) related to (a) the Municipality's animal control operations, (b) the seizure/impoundment authority for CSI Animals, and/or (c) any MDH. The Society shall reasonably cooperate with lawful requests and shall be reimbursed for reasonable costs incurred for extensive record retrieval, copying, and staff time, to the extent permitted by law.

24. BILLING

24.1 Basic Shelter Service Contract Fee (Stray Animals). Beginning with the first month of the Term of this Agreement, the Society shall bill monthly by sending the Municipality a bill thirty (30) days prior to the last day of the month for services provided during that month.

24.2 Additional Service Fees. Beginning with the first quarter of the Term of this Agreement, the Society shall bill quarterly for Additional Service Fees, by sending a bill to the Municipality at the end of the quarter for services provided during that quarter.

25, PAYMENT AND FEES

25.1 Payment Due. The Municipality shall pay each invoice within thirty (30) days of receipt.

25.2 Service Charge. A service charge of two percent (2%) per month shall apply to late payments.

25.3 Suspension. The Society may suspend services for nonpayment, including refusing new intakes and/or limiting intake access, until all past-due amounts (including service charges, applicable late fees, and interest) are paid.

25.4 Collection Costs. The Municipality shall reimburse the Society for all costs of enforcement and collection, including Society staff time and reasonable attorneys' fees and costs.

26. ANIMAL CONTROL RELATED PROVISIONS

The Parties agree to the animal control related provisions set forth in Exhibit C.

27. COMPLIANCE w1TH LAW

The Society shall be in compliance with all state laws and regulations applicable to animal shelter operations in New Jersey, including applicable New Jersey Department of Health regulations.

28. MUNICIPALITY REPRESENTATIONS; ALLOCATION OF RESPONSIBILITIES

28.1 Authority. The Municipality represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

28.2 ACO/HLEO Actions; Holds; Legal Process. The Municipality is solely responsible for (a) the acts and omissions of its ACOs, employees, agents, and representatives, (b) providing lawful authority for seizures and holds (including any MDH), and (c) initiating and conducting enforcement actions and related legal process.

28.3 Cooperation and Information. The Municipality shall provide information reasonably requested by the Society to perform services, including licensing data, owner contact information,

case identifiers, and hold documentation. The Municipality shall be responsible for costs, fees, or consequences arising out of delays or failures to provide such information.

29. INSURANCE

29.1 Municipality Insurance. The Municipality shall, at its sole cost, procure and maintain in full force and effect during the Term and any period of service continuation thereafter, insurance with insurers authorized to do business in New Jersey, with limits not less than the following (typical municipal minimums):

(a) Commercial General Liability (occurrence form): $1 each occurrence / $2,000,000 general aggregate.

(b) Automobile Liability (owned, hired, and non-owned): $1 combined single limit.

(c) Workers' Compensation: statutory limits as required by New Jersey law, and Employers' Liability of not less than $500,000 each accident / $500,000 disease-policy limit / $500,000 disease-each employee.

(d) Excess/Umbrella Liability: $2,000,000 per occurrence / $2,000,000 aggregate.

29.2 Additional Insured; Primary/Noncontributory; Waiver of Subrogation. The Municipality shall name the Society, and its officers, directors, employees, agents, and veterinarians, as additional insureds on the Municipality's Commercial General Liability and Automobile Liability policies for ongoing and completed operations, on a primary and noncontributory basis. The Municipality shall cause its insurers to waive subrogation against the Society to the extent permitted by law.

29.3 Certificates of Insurance. Prior to the Commencement Date and upon renewal or material change, the Municipality shall provide certificates of insurance evidencing the required coverages. Failure to provide evidence of insurance upon request constitutes a material breach.

30. INDEMNIFICATION; RISK ALLOCATION; LIMITATION OF LIABILITY

30.1 Indemnification by Municipality. To the fullest extent permitted by law, the Municipality shall defend, indemnify, and hold harmless the Society and its officers, directors, employees, agents, contractors, and veterinarians (collectively, the "Society Indemnitees") from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

(a) the acts or omissions of the Municipality or its ACOs, HLEOs, employees, agents, or representatives;

(b) the Municipality's animal control operations, including seizure/impound decisions, MDH requests, owner notice responsibilities, licensing enforcement, and any alleged violation of law by the Municipality;

(c) any injury, damage, or loss caused by an animal before delivery to the Society or arising out of the Municipality's transport, handling, or delivery of any animal to or from the Society (except to the extent caused by the gross negligence or willful misconduct of the Society);

(d) any claim by an owner, claimant, or third party alleging improper seizure, impoundment, hold, disposition restriction, or deprivation of property rights requested by the Municipality and/or its ACO/HLEO(s) (except to the extent caused by the gross negligence or willful misconduct of the Society);

(e) any failure by the Municipality to provide required legal authority for an MDH or other hold restriction.

30.2 Indemnification Procedure. The Society shall provide reasonable notice of any claim for which indemnity is sought; provided, however, that failure to give prompt notice shall not relieve the Municipality of its obligations except to the extent materially prejudiced. The Municipality shall control the defense with counsel reasonably acceptable to the Society; the Society may participate with counsel at its own expense. No settlement that imposes non-monetary obligations on, or admits fault by, a Society Indemnitee may be entered into without the Society's prior written consent.

30.3 Disclaimer of Warranties/Outcomes. The Society provides shelter and impound services consistent with this Agreement and applicable law. The Society does not guarantee outcomes regarding owner reunification, adoption, rescue placement, medical outcomes, behavioral outcomes, or temperament.

30.4 Limitation of Liability; Consequential Damages Waiver. To the fullest extent permitted by law, in no event shall the Society Indemnitees be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including lost profits or reputational harm), arising out of or related to this Agreement, even if advised of the possibility of such damages.

30.5 Hard Liability Cap. To the fullest extent permitted by law, the total aggregate liability of the Society Indemnitees for any and all claims arising out of or relating to this Agreement shall not exceed the Contract Price.

31. TERMINATION; TRANSITION; SURVIVAL

31. I Termination for Cause (Municipality). The Society may terminate this Agreement upon written notice if the Municipality materially breaches this Agreement and fails to cure within ten (10) days after notice; provided that nonpayment is a material breach that may be subject to immediate suspension under Section 25.6.

3 1.2 Termination for Cause (Society). The Municipality may terminate this Agreement upon written notice if the Society materially breaches this Agreement and fails to cure within thirty

(30) days after notice, to the extent the breach is capable of cure.

3 1.3 Transition; Pickup; Continued Care. Upon termination or expiration, the Municipality shall coordinate a transition plan and, where applicable and lawful, timely pick up animals as directed by the Society. If the Municipality fails to pick up as required, the Society may continue to care for animals as reasonably necessary and invoice the Municipality pursuant to the then-applicable fee schedule and/or the fee provisions of this Agreement, as applicable.

31.4 Survival. Sections intended by their nature to survive shall survive termination or expiration, including, without limitation, Sections 14, 15, 17, 18, 19, 23, 25, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

32. CONFIDENTIALITY; DATA; OWNER INFORMATION

32.1 Confidentiality. To the extent permitted by law, the Parties shall keep confidential nonpublic information obtained in connection with CSI matters, investigations, and owner personal information (including license list data), and shall use such information solely for purposes of performing this Agreement.

32.2 Data Security. Each Party shall implement reasonable administrative, technical, and physical safeguards to protect non-public personal information shared under this Agreement and shall limit access to personnel with a need to know for performance of this Agreement.

32.3 Permitted Disclosures. Confidentiality obligations do not apply to information that (a) is or becomes publicly available other than by breach, (b) is lawfully received from a third party without duty of confidentiality, or (c) must be disclosed pursuant to law, subpoena, court order, or governmental request; provided the disclosing Party, to the extent permitted by law, provides reasonable notice to the other Party.

33. PERSONNEL CONDUCT; ACCESS; INDEPENDENT CONTRACTOR

33.1 Facility Rules; Conduct; Access Revocation. The Municipality shall ensure its ACOs, HLEOs, employees, and agents comply with the Society's reasonable facility rules, intake protocols, confidentiality requirements, and safety procedures. The Society may revoke or limit facility access for any person whose conduct is disruptive, unsafe, threatening, harassing, or noncompliant with the Society's procedures, and such revocation shall not constitute a breach by the Society.

33.2 Safety and Training. The Municipality shall ensure its personnel are properly trained and equipped for animal handling and transport, and shall comply with applicable laws and the Society's reasonable safety protocols while on Society premises.

33.3 Independent Contractor. The Society is an independent contractor and not an employee, partner, joint venturer, or agent of the Municipality. Nothing in this Agreement creates any agency relationship.

34. DISPUTE RESOLUTION; BINDING ARBITRATION; WAIVER OF CIVIL TRIAL

34.1 Mandatory Arbitration; Exclusive Forum. THE PARTIES AGREE THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, THE FEES, OR THE RELATIONSHIP OF THE PARTIES (COLLECTIVELY, "DISPUTES") SHALL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS, AND NOT BY A LAWSUIT OR PROCEEDING IN COURT.

34.2 WAIVER OF RIGHT TO CIVIL TRIAL. THE PARTIES EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO A CIVIL TRIAL BEFORE A JUDGE OR A JURY FOR ANY DISPUTE. EACH PARTY UNDERSTANDS THAT IN ARBITRATION: (A) THERE IS NO JUDGE OR JURY; (B) COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED; AND (C) DISCOVERY AND APPEAL RIGHTS MAY BE MORE LIMITED THAN IN COURT.

34.3 Good Faith Negotiations. Before initiating arbitration, the Parties shall attempt in good faith to resolve the Dispute through informal discussions between authorized representatives.

34.4 Arbitration Rules. The arbitration shall be administered by JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (or, if applicable based on the amount in controversy, the JAMS Streamlined Arbitration Rules), as in effect at the time arbitration is commenced.

34.5 Seat; Governing Law. The arbitration shall be seated in New Jersey. The arbitrator shall apply the substantive law of the State of New Jersey.

34.6 Hearing Location. Unless the Parties agree otherwise, the arbitration hearing(s) shall take place in Cumberland County, New Jersey, or remotely as permitted by the JAMS rules and the arbitrator.

34.7 Arbitrator. The arbitration shall be conducted before one (1) arbitrator selected pursuant to the JAMS rules.

34.8 Interim/Provisional/ Injunctive Relief. THE PARTIES AGREE THAT THE ARBITRATOR, AND NOT ANY COURT, SHALL HAVE SOLE AND EXCLUSIVE AUTHORITY TO GRANT ANY INTERIM, PROVISIONAL, OR INJUNCTIVE RELIEF, INCLUDING TEMPORARY RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE JAMS RULES.

34.9 Prevailing Party Fees and Costs. THE PREVAILING PARTY IN ANY ARBITRATION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE ENTITLED TO AN

AWARD BY THE ARBITRATOR OF ITS REASONABLE ATTORNEYS' FEES AND COSTS (INCLUDING ARBITRATION FEES AND ARBITRATOR COMPENSATION), IN ADDITION TO ANY OTHER RELIEF THE ARBITRATOR MAY AWARD.

34.10 Confidentiality of Proceedings. The arbitration proceedings and award shall be confidential to the extent permitted by law.

35. APPLICABLE LAW / LIMITED COURT JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Except as may be required by applicable law for confirmation, vacation, modification, or enforcement of an arbitration award, the Parties intend that no Dispute be litigated in court.

36. CONTRACT UNCERTAINTIES AND AMBIGUITIES

Any uncertainties or ambiguities in this Agreement shall not be construed for or against any Party by reason of authorship.

37. NO WAIVER

Failure to exercise, or delay in exercising, any right or remedy shall not operate as a waiver of such right or remedy.

38. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

39. FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, epidemics, government orders, labor disputes, or shortages of materials or personnel. In such event, the Society's obligations shall be suspended for the duration of the force majeure event, and the Society shall have the right to terminate this Agreement without penalty if the force majeure event continues for more than thirty (30) days.

40. ASSIGNMENT

The Municipality may not assign this Agreement, in whole or in part, without the Society's prior written consent. The Society may assign this Agreement to a successor entity in connection with a merger, reorganization, or transfer of substantially all assets relating to the subject matter of this Agreement, upon written notice to the Municipality.

41. THIRD-PARTY BENEFICIARIES

Except for Society Indemnitees expressly covered by Section 30, nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any animal owner or claimant.

42. PUBLICITY; USE OF NAME

The Municipality shall not use the Society's name, trademarks, or logos in public communications, press releases, or marketing materials without the Society's prior written consent, except as required by law.

43. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically (including PDF) shall be deemed original signatures for all purposes.

44. ENTIRE AGREEMENT AND MODIFICATION

This Agreement, including the exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications. This Agreement cannot be modified except by a writing signed by both Parties.

45. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), sent by a recognized overnight courier, or sent by email, addressed as follows:

45.1 If to the Society:
Associated Humane Societies, Inc.
1244 N. Deisea Drive
Vineland, New Jersey 08360
Telephone: 856-691-1500
Email: Christian Butler (cbutler@ahsppz.org) and Jennifer Duffy (jduffy@ahsppz.org)
With a copy to: bhackett@ahsppz.org; ddipirro@ahsppz.org

45.2 If to the Municipality:
City of Salem
Attn: Ben Angeli, Municipal Clerk
125 West Broadway I Salem, NJ 08079
Telephone: 856-935-0372
Email: cityadmin@cityofsalemnj.gov With
a copy to:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

MUNICIPALITY:
CITY OF SALEM
By: _____
Name: _____
Title: _____
Date: _____

THE SOCIETY:
ASSOCIATED HUMANE SOCIETIES, INC.
By: R. qade#
Name: Brian R. Hackett
Title: Director, Government and Community Relations
Date:7/23/2026

LIST OF EXHIBITS (ATTACHED):
EXHIBIT A: BASIC MEDICATIONS
EXHIBIT B: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
EXHIBIT C: ANIMAL CONTROL RELATED PROVISIONS

EXHIBIT

A

BASIC MEDICATIONS

Rimadyl, Cephalexin, doxycycline, amoxicillin, orbax, clindamyacin, baytril, prednisone, cefa drops, clavamox, metronidazole, panecur, terbinafine, ponazuril, strongid, trazaderm, covenia, penicillin, frontline/vecta and capstar, droncit/drontal, bravecto, triple antibiotic eye meds w/hydrocortisone, ear meds, otomite, zymox, momentamex,

Vaccines: Distemper, FVRC (for URI), Intra trac Ill (kennel cough)

Pain medication: buprenorphine

Anti-inflammatory: depo Medrol, Benadryl, ivermectin, dexamethasone

Parvo and heartworm tests

EXHIBIT

B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 et seq.)

During the performance of this contract, the contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Offcer setting for the provisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

C

ANIMAL CONTROL RELATED PROVISIONS

- Microchip Scanning:
- The Municipality shall ensure that the ACO and/or HELO shall scan each animal for a microchip either before transporting such animal to the Society or at the time of drop off.
- Upon request, the Society shall make available training materials on how to properly scan an animal.
- Reunion Efforts:
- The Municipality shall ensure that the ACO and/or HELO make best efforts to reunite found animals with their owners before transporting an animal to the Society. Such best efforts shall include checking ID tags, animal ownership records, microchip scanning

and verification and review of previous interactions with the animal/owners. ● Owner Notification:

- The Municipality shall ensure that the ACO and/or HELO provide written notice to animal owners who are incapacitated or incarcerated and advise them that they have seven (7) days to reclaim their pet and advising them where to go to reclaim their pet.
- Ear-tipped Cats:
- The Parties acknowledge and agree that the Society does not accept healthy, uninjured ear-tipped cats.
- The Municipality shall ensure that any ear-tipped cat taken to the Society without prior notice from the Municipality to the Society shall be returned by the ACO and/or HELO to the original pick-up location.
- The Municipality shall ensure that any ear-tipped cat that has received care and recovered at the Society shall be returned by the Society to the original pick-up location once well enough. ● Citizen Drop-Offs:
- The Parties acknowledge and agree that the Society will not accept healthy, uninjured cats over 8 weeks old via citizen drop-off. ● Owner Surrenders:
- The Municipality shall not bring any owner-surrendered animal to the Society. o Owners must contact the Society directly to arrange for surrender. ● Sick or Injured Animals:
- During the statutory seven-day stray hold period, if the Society determines that the animal requires veterinary services it cannot readily provide on-site, the Municipality shall arrange for the ACO, HELO or other municipal representative to transport such sick or injured animal to an outside vet.

● Municipal Holds o The Parties acknowledge and agree that the Society will only perform veterinary exams for reporting purposes in cruelty investigations upon request.

- The Municipality shall make any requests for such veterinary reports in cruelty cases within 24 hours of intake.

- For cases involving 5 or more dogs or 12 or more cats, the Municipality shall provide immediate and advance notice to the Society.
- The Parties acknowledge and agree that ACO, HLEO and Municipality do not have the authority to permit owners of animals impounded due to cruelty charges to visit the animals once they are in the custody of the Society.

[END OF AGREEMENT]

CITY OF SALEM
RESOLUTION 2026-23
RESOLUTION APPROVING A ROAD OPENING MORATORIUM EXEMPTION FOR 75 CARPENTER STREET

WHEREAS, the City of Salem City Code under Chapter 189, Article 36 has established a period of Moratorium on newly paved and constructed roadways; and

WHEREAS, the City code allows for certain exemptions with the approval of the Mayor and Council; and

WHEREAS, South Jersey Gas has submitted a road opening permit application for a property at 173 Ninth Street to install a new gas line to replace oil service; and

WHEREAS, exemption #3 under Article 36 states "In case of a homeowner changing their home heating service from oil to gas".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salem, County of Salem, State of New Jersey, to approve the exemption on the road opening moratorium for 173 Ninth Street due to installation of a new gas heating service replacing an oil heating service.

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Gregory, Council President

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

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

A RESOLUTION TO REFUND DUPLICATE TAX QUARTER PAYMENTS TO CORELOGIC

Date

Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-24

BE RESOLVED by the Mayor and Council of the City of Salem, County of Salem that the credit balance on the following parcel(s) be refunded to:

CoreLogic Centralized Refunds PO Box 9202 Coppell TX 75019-9760

This credit was generated as the result of a duplicate payment of 2026 quarterly taxes by the mortgage escrow agency.

Block	Lot	Address	Amount
25	10	116 Eighth Street	$619.06
25	15	106 Eighth Street	$522.00
35	2	2 Ninth Street	$1,186.56
61	1 C0206	183 E Broadway, C-12	$262.73
61	1 C0406	183 E Broadway, C-28	$262.73
72	27	43 Yorke Street	$75.00
72	42	410 Magnolia Street	$1,483.60
87	17	85 Elm Street	$1,145.13
108	12	174 Chestnut Street	$1,117.32
120	8	470 Kent Street	$831.85
			$7,505.98

NOW THEREFORE BE RESOLVED by the Mayor and Council of the City of Salem, County of Salem, a refund of $7,505.98 is issued to CoreLogic Centralized Refunds PO Box 9202 Coppell TX 75019-9760.

BE IT FURHTER RESOLVED that a copy of this resolution be forwarded to Tax Collector and Chief Financial Officer for their record and guidance.

ATTEST: clTY OF SALEM

Ben Angeli, RMC Tim Gregory, Council President

COUNCIL	MOVED	SECONDED			ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Ke						
D Wright						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT

Date Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-25
BETWEEN THE CITY OF SALEM AND THE SALEM CITY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE 20262027 SCHOOL YEAR

WHEREAS, the City of Salem the City of Salem desires to participate in an Interlocal Services Agreement between the Salem City School District and the City of Salem for School resource Services (SRO); and

WHEREAS, the City and the School District desire to provide even greater protection for the students, teachers and staff by providing a full-time SRO; and

WHEREAS, the City and School District recognize the benefit of a SRO program to the citizens of the City and the students, staff and parents of the Salem School District; and

WHEREAS, the City Solicitor has reviewed the agreement; and

WHEREAS, the CFO has certified that the funds are available.

BE IT HEREBY RESOLVED by the Common Council of the City of Salem, County of Salem and State of New Jersey, that the Mayor and City Clerk are hereby authorized and directed to enter into an agreement with SALEM CITY SCHOOL DISTRICT for the provision of a School Resource Officer.

ATTEST:

CITY OF SALEM

_____

Ben Angeli, RMC

_____

Tim Gregory, Council President

COUNCIL	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellunl						
J. Long						
D. wright						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem August 17, 2026

_____

Date

_____

Ben Angeli, RMC

INTERLOCAL AGREEMENT

Between

THE CITY OF SALEM and

SALEM CITY SCHOOL DISTRICT

This Interlocat Agreement (the "_Agceement") is made on the 13th day of August, 2026 between the City of Salem, a municipal corporation of the State of New Jersey having its principal offices located at 125 West Broadway, Salem, NJ 08079 , hereinafter "City";

and the Salem City School District, a municipal corporation of the State of New Jersey, having its principal office located at 205 Walnut Street, Salem NJ, 08079, hereinafter referred to as the "SCHOOL DISTRICT"; and collectively the City of Salem and Salem City School District are referred to as "the parties".

WHEREAS, the City and the School District, each serve the residents and taxpayers of this community; and

WHEREAS, the School District and the City have discussed the need for and the feasibility of placing police officers in selected schools; and

WHEREAS, both parties recognize the potential benefits of such a program to the citizens of the City and to the students, staff and parents of students in the School District; and

WHEREAS, it is in the best interests of the City and the School District to establish this program.

NOW, THEREFORE, BE IT AGREED that the CITY shall supply a School Resource Officer (SRO) to the SCHOOL DISTRICT to be assigned to the schools upon the following terms and conditions:

1. ASSIGNMENT OF OFFICERS

   The SCHOOL DISTRICT and the CITY have agreed to assign an SRO to serve all public schools in the City and all schools that are controlled by the SCHOOL DISTRICT. The assignment and rotation of the officers shall be at the sole discretion of the Chief of Police.

2. SELECTION OF OFFICERS

   The officers shall be recommended for hire by the City's Chief of Police after consulting with officials from the School District. The selected officers shall be assigned to the School District..

3. SCHOOL RESOURCE OFFICERS ARE EMPLOYEES OF THE CITY

   Although the officers shall be assigned to the schools, the SRO shall be an employee of the City of Salem's Police Department and shall be subject to the rules and regulations of the Police Department and the City. The supervisor for the SRO will remain the Chief of Police.

4. SCHEDULE OF OFFICERS

The SROs are employees of the City. The SRO shall be available for assignment during the school year, including any orientations, in-service days, or other days as may be desired by the SCHOOL DISTRICT and agreed to by the Chief of Police and the CITY.

5. DUTIES OF OFFICERS AND RESPONSIBILITIES OF THE OFFIERS

   a. Continued teaching of LEAD program across the School District;

   b. Crossing guard checks in the AM;

   c. Assigned to Middle school in AM to monitor and aid in new traffic pattern for pick up and drop off areas;

   d. Summer admin schedule with police department, task and responsibilities to be assigned by the Chief of Police, including but not limited to:

      - Shift coverage;
      - Attending and participating in community events, festivals, and neighborhood gatherings;
      - Maintaining positive relationships with students and families through informal interactions;
      - Coffee with Cop program;
      - Youth focused outreach (Revive SJ);
      - Continued education and training as per PTC standards;
      - Serve as liaison between the police department and school district throughout the summer

   e. Off-Duty Assignments — After hour Middle School Sports, High School Sports, Middle and High School Graudation and any applicable dances will continue to be contracted via Jobs4Blue. In the event the School District requires the SROs to work additional school events beyond the SROs regular shift, the School District shall be responsible for any overtime pay owed to the SRO.

   f. Those duties metioned in the Memorandum of Understading between the City of Salem Police Department and the School District (the "MOU"), which is incorporated herein by reference and made a part of this Agreement.

   g. Additional duties shall be at the discretion of the Chief of Police based upon the needs and requests of the School District.

6. UNIFORMS, EQUIPMENT AND TRAINING

   a. The officers shall wear uniforms while on duty unless otherwise directed by the Chief of

   b. The officers shall pass weapons and general police training as required for police officers and as directed by the Chief of police. This includes recertification and any training as directed by the Chief of Police.

c. The CITY shall supply a vehicle for the officers for transport to the SCHOOL DISTRICT location and between SCHOOL DISTRICT locations.

7. FUNDING OF PROGRAM

The funding of the program shall be as follows:

a. The School District and the City agree to a 50/50 cost share of the salary costs.
b. The SCHOOL DISTRICT shall remit payment to the City within 30 days of being invoiced by the City.

8. SCHOOL DISCIPLINE. The SROs shall not be asked to, nor shall they serve as, a school disciplinarian. The discipline of students remains solely a Schoold District responsibility.

9. TERM OF THIS AGREEMENT

This INTERLOCAL SERVICES AGREEMENT, between the CITY and the SCHOOL DISTRICT shall be effective September 1, 2026 and shall remain in effect until June 30, 2027 with the option to exercise two one (1) year extensions by written consent of both parties. This Agreement may be revoked prior to its expiration, by either the SCHOOL DISTRICT or the CITY, upon sixty days' written notice.

Service Period	Annual Salary	School District 50% share	Prorated Service Period	District Cost
September 1, 2026 December 1, 2026	$91,092.50	$45,546.25	4 of 10 months	$18,218.50
January 1, 2027 — June 30, 2027	$94,053.00	$47,026.50	6 of 10 months	$28,215.90

Christopher Colon

Jody Veler, Mayor

J n Berenato

Salem City Board of Education President, Salem City School District

Assistant Superintendent of Business, Salem City School District

City of Salem

Ben Angeli, Clerk
City of Salem

CITY OF SALEM
RESOLUTION 2026-214
A RESOLUTION AUTHORIZING THE CITY OF SALEM TO ACCEPT THE 2025 BJA FY 25 EDWARD BYRNE MEMORIAL JUSTICE ASSISSTANCE GRANT AWARD IN THE AMOUNT OF $11,753.00 FROM THE DEPARTMENT OF JUSTICE

WHEREAS, the Department of Justice announced the 2025 BJA FY 2025 Edward Byrne Memorial Justice Assistance Grant awards; and

WHEREAS, the City of Salem was awarded a Grant Award in the aniount of $1 1,753.00 to cover the cost of ammunition and tactical training.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Salem, in the County of Salem, New Jersey hereby authorize the mayor Veler to accept the grant award and enter into an agreement for the 2025 BJA FY 2025 Edward Byrne Menlorial Justice Assistance Grant awards

ATTEST:

CITY OF SALEM

Ben Angeli, RMC

Tim Greg01Y, Council President

COUNCIL	MOVED	SECONDED			ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
D. wright						
T. Gregory						

I, Ben Angeli, Clerk of of Salem, do hereby to true and correct copy of a Council of 1 7, the City of Salem, in the County certify the foregoing be a Resolution adopted by the Common Salem on August 2026.

Date

Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-215
the City of

A RESOLUTION OF THE CITY OF SALEM, COUNTY OF SALEM, STATE OF NEW JERSEY AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT MEMORANDUM OF UNDERSTANDING WITH MICHAEL R. BROOKS, JR., THE CHIEF OF POLICE FOR THE PERIOD OF JULY 1, 2026 THROUGH DECEMBER 31, 2029

WHEREAS, the City of Salem ("City") desires to enter into an Employment Memorandum of Understanding ("MOU") with Chief Michael R. Brooks, Jr. Inemorializing the terms and condition of his employment for the period of July 1, 2026 though December 3 1, 2029; and

WHEREAS, the terms of the MOU are set forth in Exhibit "A" attached hereto; and

WHEREAS, the Mayor and City Officials have reviewed the terms of the Agreement and deemed them to be acceptable.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized and directed to execute, on behalf of the City, the MOU in substantially the form annexed hereto as Exhibit "A".

ADOPTED at the council meeting of the Common Council of the City of Salem on July 22, 2026, with the Resolution to take effect immediately.

ATTEST: CITY OF SALEM

Ben Angeli, RMC Tim Gregory, Council President

COUNCIL	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
S. Kellum						
J. Long						
D. wright						
T. GregoiY						

Date Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-216

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 1 7, 2026.

A RESOLUTION ACCEPTING THE RESIGNATION OF VIRGINIA JARED AS THE LIAISON TO THE HISTORIC PRESERVATION coMM1ss10N

WHEREAS, on July 22, 2026, the Governing Body appointed Councilwoman Virginia Jared as the liaison to the Historic Preservation Commission for the City of Salem; and

WHEREAS, Councilwoman Jared has presented her resignation and no longer wishes to serve as the liaison to the Historic Preservation Commission.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Salem, in the County of Salem, New Jersey hereby accept the resignation of Virginia Jared as the Council Liaison to the Historic Preservation Commission.

ATTEST: CITY OF SALEM

Ben Angeli, RMC Tim Gregory, Council President

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

I, Ben Angeli, Clerk of of Salem, do hereby totrue

and correct copy of a Council of 17,

the City of

the City of Salem, in the County certify the foregoing be a Resolution adopted by the Common Salem on August 2026.

Date Ben Angeli, RMC

CITY OF SALEM
RESOLUTION 2026-217
RESOLUTION AUTHORIZNG EXECUTIVE SESSION
(7) Matters relating to litigation, negotiations and attorney-client privilege
(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 ofpublic funds: Any matter involving the lease, purchase or acquisition of real property with public funds, the setting of banking rates 01' investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

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

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

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

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

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

NOW, THERFORE BE IT RESOLVED, by the City Council of the City of Salem that the Council will go i_nto 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) Mutters relating to litigation, negotiations and attorney-client privilege — discussion concerning negotiations with potential developers and other projects.

(8) Matters relating to the employment relationship

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

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

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

ATTEST: CITY OF SALEM

Ben Angeli, RMC Tim Gregory, Council President

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

I, Ben Angeli, Clerk of of Salem, do hereby to time

and correct copy of a Council of the 173

City of

Date

CITY OF SALEM
RESOLUTION 2026-218

the City of Salem, in the County cenify the foregoing be a
Resolution adopted by the Common Salem on August 2026

A RESOLUTION REFERRING AN ORDINANCE AMENDING CHAPTER 130 OF THE SALEM CITY CODE ENTITLED "LAND USE" TO THE CITY OF SALEM PLANNING BOARD FOR REVIEW AND RECOMMENDATION

WHEREAS, the City of Salem is authorized pursuant to the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., to regulate land use, zoning, and development in order to promote the public health, safety, morals, and general welfare of the community; and

WHEREAS, pursuant to N.J.S.A. 40:55D-62-62.1, Salem City's zoning must remain consistent with its Master Plan, which has adopted zoning and land development regulations intended to implement the City's Master Plan and preserve the residential, commercial, historic, environmental, and character of the municipality; and

WHEREAS, the City of Salem has determined that the proposed Ordinance does not include changes to zoning district classifications and boundaries, or any changes to bulk, density, or other requirements that could have an effect on a fundamental or dramatic alteration in the intensity or character of future land use or development within any zoning district; and

WHEREAS, the City recognizes the rapidly increasing development of high-density data centers throughout the State of New Jersey and the Mid-Atlantic region; and

WHEREAS, the Common Council of the City of Salem ("Council") finds that data centers typically require extraordinary electrical demand, extensive utility infrastructure, generation systems, high-volume cooling systems, significant water consumption, and industrialscale mechanical equipment which may generate excessive noise, vibration, heat, emissions, and adverse environmental impacts; and

WHEREAS, the Council further finds that such facilities may place substantial burdens upon municipal infrastructure, electric transmission systems, emergency services, stormwater systems, roadways, and public utilities while generating comparatively limited long-term employment opportunities; and

WHEREAS, the Council has determined that data centers are incompatible with the City's land use objectives, redevelopment goals, historic character, environmental constraints, residential neighborhoods, and infrastructure capacity; and

WHEREAS, the Council finds that prohibiting data centers throughout the City is necessary and appropriate to protect the public health, safety, and welfare of City residents.

WHEREAS, pursuant to N.J.S.A. 40:55D-26, the Mayor and Comon Council of the City of Salem hereby refer the Ordinance to the City of Salem Planning Board for review and recolnmendation.

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

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

2. Pursuant to N.J.S.A. 40:55D-26, the Mayor and Council do hereby authorize the City of Salem Planning Board to review the amendments to Chapter 130 of the Salem City Code and to report its recommendation to the Mayor and Council within thirty-five (35) days hereof.

3. This Resolution shall take effect immediately.

ATTEST:

CITY OF SALEM

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Ben Angeli, RMC

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Tim Gregow, Council President

COUNCIL	MOVED	SECONDED		N	ABSTAIN	ABSENT
S. Cline						
K. Henson						
V. Jared						
J. Long						
D. wright						
T. Gregory						

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on August 17, 2026.

_____

Date

_____

Ben Angeli, RMC