

ORDINANCE OF THE TOWNSHIP OF DEPTFORD AUTHORIZING THE PUBLIC SALE OF PROPERTY OWNED BY THE TOWNSHIP OF DEPTFORD NOT REQUIRED FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-19 (BLOCK 233, LOT 10)

WHEREAS, in accordance with N.J.S.A. 40A:12-19, when the governing body of a municipality shall determine by resolution that all or any part of a tract of land improved or unimproved is no longer needed for public purposes, the governing body may authorize the conveyance of such lands or any portion thereof to any board of education in the municipality, requesting or approving such conveyance by resolution, for a nominal consideration, to be used by the district board of education, and may cause the same to be duly conveyed by its proper officers accordingly; and

WHEREAS, the Township of Deptford is the owner of real property identified as Block 233, Lot 10 on the Official Tax Map of the Township of Deptford (the "Property"); and

WHEREAS, the Governing Body has determined that the Property is not needed for public use; and

WHEREAS, the Township desires to make the Property available for sale pursuant to N.J.S.A. 40A:12-19 to the Board of Education for the School District of the Township of Deptford; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Deptford, County of Gloucester, State of New Jersey as follows:

Section 1.

- (a) The Governing Body hereby declares that the above-referenced Property is no longer needed for public use and shall be sold in accordance with N.J.S.A. 40A:12-19, et seq.
- (b) There shall be an Agreement of Sale prepared and executed between the Township of Deptford and Board of Education for the Township of Deptford. The purchase price shall be four-hundred and twenty-two thousand, nine-hundred and seventeen dollars and 34/100 (\$422,917.34). The purchase price shall be paid by cash, certified check, cashier's check, or title company check.
- (c) The Township disclaims any and all implied warranties of habitability or usability with respect to the Property. The Board of Education shall purchase the Property in "As Is – Where Is" condition, having had ample and sufficient opportunity to inspect said premises, examine its title, and review municipal ordinances and laws affecting the Property. No representations of any kind including, but not limited to those regarding the character, value, quality, habitability, or condition thereof, including any environmental conditions, are made by the Township of Deptford. The Board of Education, after closing, shall be responsible for all defects of any kind in the Property. This agreement shall survive the closing of title. Any description of the property is intended as a general guide only and may not be accurate.
- (d) All conveyances by the Township shall be made by Bargain and Sale deed.

(e) In addition to any other obligation herein, the Board of Education shall, unless otherwise expressly waived by the Township in a Contract of Sale be required to:

- (1) Indemnify and hold the Township harmless from any claim whatsoever arising out of the Township's ownership interest including but not limited to environmental cleanup costs.
- (2) Pay prorated real estate taxes for the balance of the current year, as of the date of closing, if any.
- (3) Abide by all appropriate zoning regulations and codes.
- (4) Abide by any existing easements dedicated to the Township and to any utility companies.

(f) A failure by the purchaser to fully comply with the terms, conditions, requirements, and regulations of sale as herein contained shall be considered, at the option of the Township of Deptford, as a material breach of the conditions of sale whereupon the Township may declare said contract or purchase terminated and at an end.

(g) The sale is made subject to all applicable laws and ordinances of the State of New Jersey and the Township of Deptford.

(h) Should the title to the property prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the purchaser of the amount of deposit and any portion of the purchase price paid and shall not extend to any further costs, expenses, damages, or claims. Notice of any alleged defect in title or claim of unmarketability must be served on the Township Clerk, by the purchaser, in writing no later than thirty (30) days after the sale is approved by the Township Council. Failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition.

(i) This Ordinance shall take effect immediately.

Section 2.

NOTICE. The Township Clerk shall advertise copies of this Ordinance as required by N.J.S.A. 40A:12, et seq. and thereafter, shall advertise the sale of the Property in a newspaper circulating in the municipality in which the Property is situated, by two insertions at least once a week during two consecutive weeks, the last publication to be not earlier than seven days prior to such sale.

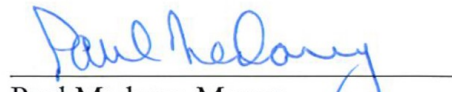
Section 3.

AUTHORIZATION. The Mayor, Clerk, Township Attorney, and such other officials as may be necessary are authorized to perform such ministerial actions as are necessary to effectuate the purposes of this Ordinance including, but not limited to, preparing and executing a deed and all other necessary documents to convey the Property to the Board of Education, subsequent to the Governing Body adopting a resolution authorizing the Agreement of Sale.

ATTEST:

Township of Deptford


Dina L. Zawadski, Township Clerk, RMC, CMC


Paul Medany, Mayor

CERTIFICATION

The foregoing Ordinance was introduced at a Meeting of Township Council of the Township of Deptford held on the 8th day of November, 2021 and will be considered for final passage and adoption at a Council Meeting at which time any person interested therein will be given an opportunity to be heard. Said meeting to be held on the 6th day of December, 2021 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.


Dina L. Zawadski, Township Clerk, RMC, CMC

RECORD OF VOTE – Introduction O.18.21					RECORD OF VOTE – Adoption O.18.21				
Council Member	Yes	No	Abstain	Absent	Council Member	Yes	No	Abstain	Absent
Medany	✓				Medany	✓			
Hufnell	✓				Hufnell	✓			
Barnshaw	✓				Barnshaw	✓			
Belling	✓				Belling	✓			
Lamb	✓				Lamb	✓			
Love	✓				Love	✓			
Schocklin	✓				Schocklin	✓			