

ORDINANCE 2025-08
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

**AN ORDINANCE AUTHORIZING THE PUBLIC SALE OF REAL PROPERTY TO
CONTIGUOUS PROPERTY OWNERS OF BLOCK 107, LOT 6 AND BLOCK 76, LOT 5 IN
THE TOWNSHIP OF GREEN PURSUANT TO N.J.S.A. 40A:12-13**

WHEREAS, the Township of Green is the owner of the properties located at Block 107, Lot 6 and Block 76, Lot 5, Green Township, New Jersey, which lands are not needed or required for municipal use; and

WHEREAS, the lots are less than the minimum sizes required for development under the municipal ordinance and are without capital improvements; and

WHEREAS, the Township Committee deems it in the best interest of the Township of Green to sell the property to the owners of contiguous property in accordance with the provisions of N.J.S.A. 40A:12-13(b)(5) and N.J.S.A. 40A:12-13.2; and

WHEREAS, the sale shall be conducted as a public auction limited to contiguous property owners to be held at the Green Township Municipal Building, 150 Kennedy Road, Tranquility, New Jersey 07821, on October 6, 2025, at 7:00 p.m. or such adjourned date as may be determined by the Township Committee.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Committee of the Township of Green, Sussex County, New Jersey, as follows:

1. The Township of Green shall offer for sale by auction, pursuant to the provisions of N.J.S.A. 40A:12-13(b)(5) and N.J.S.A. 40A:12-13.2, the properties located at Block 107, Lot 6 (5 Crescent Road), with a minimum sale price of \$15,000.00 and Block 76, Lot 5 (161 Decker Pond Road), with a minimum sale price of \$20,000.00.

2. The sale is limited to contiguous property owners, and the sale is conditioned upon the property being sold merging with the contiguous property owner's existing property. The property being sold is less than the minimum size required for development under the municipal zoning ordinance, is without any capital improvement, and shall be merged with the purchaser's contiguous lot. The Mayor and Committee reserves the right, in its discretion, to reject all bids for each property for any reason, including but not limited to, in the event that the minimum sale price for such property is not met.

3. Upon final passage of this Ordinance, the sale shall take place at the Green Township Municipal Building, 150 Kennedy Road, Tranquility, New Jersey, subject to receiving no higher bid for said parcels, after offering same to the highest bidder, at said time and place.

4. A copy of this Ordinance shall be posted on the bulletin board or other conspicuous place in the Township Municipal Building. Notice of adoption of this

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Ordinance shall be made in the Official Township newspaper within five (5) days following the enactment of the Ordinance. Notice of the public sale shall be published in the official Township of Green newspaper by two (2) insertions at least once a week during two (2) consecutive weeks, the last publication shall be within seven (7) days prior to the sale date.

5. The properties shall be sold, subject to the following terms and conditions:

(a) The properties are sold "as is". No representations of any kind are made by the Township as to the conditions of the properties, and the descriptions of the properties are intended as a general guide only and may not be accurate. The properties are being sold in the present "as is", "where is", with all faults.

(b) The sale shall be made after legal advertisement of this Ordinance to the highest bidder who is the owner of a contiguous property, which property shall merge with the property being sold and becomes part of the contiguous property owned by the successful bidder.

(c) The Township does not warrant or certify title to the properties and in no event shall the Township of Green be liable for any damages to the purchaser-successful bidder if title is found unmarketable for any reason and the purchaser-successful bidder waives any and all right in damages or by way of liens against the Township. The sole remedy being the right to receive a refund prior to closing of the deposit paid in the event title is found unmarketable. It shall be the obligation of the successful purchaser to examine title to said premises prior to the closing. In the event of closing and later finding of defect of title, the Township shall not be responsible for same, shall not be required to refund money or correct any defect in title or be held liable for damages.

(d) Acceptance of the highest bid shall constitute a binding agreement of sale and the purchaser shall be deemed to agree to comply with the terms and conditions of the sale herein contained.

(e) The highest bidder shall deposit with the Township cash, check or money order in the amount of not less than 10% of the bid price at the time of sale. In the event the successful bidder fails to deposit 10% of the bid price at the time of the sale, the Township of Green will re-auction the property at the same public sale. If the successful bidder fails to pay the deposit, the bidder shall be responsible for any difference between their bid and the final sale bid in the event such bid is lower than the bid of the original bidder.

(f) The highest bidder must pay the balance of the purchase price, plus (1) the sum of \$570 for the legal services incurred by the Township; (2) the Township of Green's advertising and the actual recording fees, within thirty (30) days after the date the Committee adopts a resolution confirming the winning bid(s); and (3) realty transfer fees, if any. The balance shall be paid by certified funds. Once the purchase price has been paid, a Quitclaim Deed without covenants

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will be prepared by the Township Attorney and, after execution by the Mayor, shall be recorded with the Sussex County Clerk's Office by the Township Attorney. Additional work performed by the Township Attorneys beyond the standard preparation of the sale resolutions, notice of sale, letters to property owners and adjoining property owners, Deed and closing statement shall be billed at the rate charged by the Township Attorney and shall be the responsibility of the purchaser, which fees must be paid prior to the Deed being recorded.

(g) The Deed will be subject to all matters of record, which may affect title herein, what an accurate survey may reveal, the Ordinances of the Township of Green and reserving an easement to the Township of Green for all natural or constructed drainage systems, waterways, water, and sewer easements, if any, on the premises and the continued right of maintenance and flow thereof.

(h) The properties will be sold subject to the current year's taxes, prorated from the date of sale.

(i) The Governing Body does hereby reserve the right to withdraw this offer to sell, or upon completion of the bidding to accept or reject any or all bids for said properties or to waive any informality in relation thereto.

(j) All bidders currently owning property within the Township must have their taxes, as well as sewer and water charges, if applicable, paid to date in order to be a qualified bidder. In the event the bidder's taxes or sewer or water charges are delinquent, the bidder shall be deemed unqualified and such bid shall be rejected.

(k) This same is made subject to all applicable laws, statutes, regulations resolutions and ordinances of the United States, State of New Jersey and Township of Green.

(l) No employee, agent or officer of the Township of Green has any authority to waive, modify or amend any of the conditions of sale.

(m) The purchaser must abide by appropriate zoning, subdivision, health and building regulations and code, and agrees that this sale will not be used as ground to support any variance from or realization of the regulations.

(n) The failure of the purchaser to close on title within the time provided for in Subsection 5(f) of this Ordinance shall constitute a breach of this Agreement unless the Township agrees in writing prior to that date to extend the time of the closing. In the event the purchaser fails to close within the dates provided for in Subsection 5(f) or such date as may be extended by the Township, the deposit paid by the purchaser shall be retained by the Township as liquidated damages. The municipality is entitled to retain the purchaser's deposit to the extent of any expenses and/or losses it incurs including but not limited to advertising costs, attorney's fees, lost tax revenues from the date of the required closing as well as

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additional cost of resale and the difference in the sales price, to the extent the properties are sold for a lower price and any subsequent sale. The only exception to this section is in the event that the purchaser fails to close as a result of the title being unmarketable, in which case the Purchaser shall be entitled to a refund of their deposit as provided for in Subsection 5(c) of this Ordinance.

(o) The purchase shall not be used for any County, Board of Taxation, Tax Court of New Jersey, or in any Courts of the State as grounds to support a challenge of the existing assessments with regard to other properties.

(p) The sale shall be subject to final approval by the Township Committee.

Potential Bidders are advised:

- (1) The property is required to be merged with and become part of the contiguous property owned by the successful bidder
- (2) To conduct all necessary title searches prior to the date of sale.
- (3) No representations of any kind are made by the Township of Green as to the conditions of the Property, including habitability or usability; the Property is being sold in its present conditions "as is".
- (4) The Property will be conveyed by a Quit Claim Deed and such conveyance shall be subject to all covenants, restrictions, reservations, and easements established of record or by prescription and without representation as to character of title of the Property to be conveyed.
- (5) The highest bidder for the Property shall have the right, at its sole cost and expense, to obtain a new survey of the Property. Provided such survey depicts the Property and is certified to be correct to the Township of Green, the Township of Green shall utilize the legal description drawn in accordance with such survey in the Deed of conveyance, provided the highest bidder provides such legal description and a copy of the certified survey to the Township of Green not less than one week prior to the date set for closing of title.

Additional Terms the Successful Bidder must comply with:

- (1) To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulate that this sale will not be used as grounds to support any variance from the regulations.

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- (2) That the failure to close title as agreed shall forfeit to the Township of Green any and all money deposited with the Township.

6. Severability. If any provision of this Ordinance or the application of this Ordinance to any person or circumstances is held invalid, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

7. Repealer. All ordinances or parts of ordinances or resolutions that are inconsistent or in opposition to the provisions of this Ordinance are hereby repealed in their entirety.

8. Effective Date. This Ordinance shall take effect immediately upon adoption and publication in accordance with law.

ATTEST:

TOWNSHIP OF GREEN,
IN THE COUNTY OF SUSSEX



Mark Zschack, RMC, Township Clerk



Virginia Raffay, Mayor

Record of Vote - Introduction:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
DeYoung		✓	✓			
Phillips	✓		✓			
Qarmout						✓
Rose			✓			
Mayor Raffay			✓			

Record of Vote - Adoption:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
DeYoung		✓	✓			
Phillips			✓			
Qarmout			✓			
Rose	✓		✓			
Mayor Raffay			✓			

INTRODUCED: August 18, 2025
ADOPTED: September 3, 2025

ADVERTISED: August 22, 2025
ADVERTISED: September 9, 2025