

RESOLUTION NO. 2022-41

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE SALE OF CERTAIN PROPERTY OWNED BY THE TOWN AND NOT REQUIRED FOR PUBLIC PURPOSES, PURSUANT TO N.J.S.A. 40A:12-13 ET SEQ.

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-13(a) authorizes the sale by municipalities of any real property, capital improvements or personal property or interests therein, not needed for public use by open public sale at auction to the highest bidder after the required newspaper advertisements;

WHEREAS, the Town of Phillipsburg is the owner of several property locations (“Property”), specifically listed in Schedule A, all of which are not needed for public use and the Town Council has determined that it is in the best interest of the Town to sell the properties in an effort to put it back on the active tax rolls; and

WHEREAS, the Town reserves the right to reject all bids.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, that Property within the Town of Phillipsburg shall be offered for sale by open public sale at auction to the highest bidder, pursuant to N.J.S.A. 40A:12-12(a). Said public auction shall be conducted on March 24, 2022 at 10:00 a.m. via Zoom at Meeting ID:890 0791 3381

BE IT FURTHER RESOLVED that the Property shall be offered for public bidding as set forth below and shall be sold pursuant to the further expressed conditions enumerated below:

1. The Town reserves the right to cancel the action at any time prior to the auction, for any reason. Bidders may wish to contact the Municipal Clerk the day before the auction to ensure the property is still being offered for auction.
2. Each bid is subject to the rejection or acceptance by the Town Council which shall occur no later than at its second regular meeting following the auction sale. The Town Council reserves the right to reject all bids. If no action is taken by the Town Council by the second regular meeting, then the bid shall be deemed to be rejected.
3. The successful bidder, as indicated by the highest bid, shall be required to deposit 10 percent (10%) of his or her bid with the Town at the time of the auction. This deposit shall be made by either certified check, money order or cash in an amount equal to at least 10 percent (10%) of the winning bid payable to “Lavery, Selvaggi, Abromitis & Cohen Attorney Trust Account”. All monies so received will be credited toward the total sale price. The deposit made by the purchaser is non-refundable. The risk of loss is on the purchaser.

4. The successful bidder, as indicated by the highest bid, shall be required to execute a Contract for Sale of Real Estate at the time of the auction. A copy of the contract for each property is on file with the Municipal Clerk.
5. Bidders are required to register for the auction by completing the form in Schedule "B". All bidders must appear in person at the auction and upon becoming the successful bidder must present identifying credentials in compliance with the auction rules stated below:
 - a. The Municipal Clerk will start with the auction by reading these auction rules.
 - b. Each registered bidder will receive a bidder number. In order to make a bid, a bidder raises their number in the air. The Municipal Clerk will record each bidder's number and bid amount. A bid indication is considered a contractual obligation.
 - c. Bidders may not communicate with each other in any manner.
 - d. The minimum bid increment is one hundred (\$100.00) in U.S. Dollars.
 - e. A person bidding on behalf of a corporation, upon becoming the successful bidder, must present a copy of the Certificate of Incorporation and a resolution authorizing that person to bid on behalf of the corporation.
 - f. A person bidding on behalf of a partnership or using a trade name upon becoming the successful bidder, must submit a copy of the Certificate of Trade Name (partnership) and a letter of authorization from the other partner(s).
 - g. No other bidder may submit a bid on behalf of another, except that a husband or wife may bid on behalf of both.
 - h. The winning bid will be decided when the highest bid has no counter bids made after three (3) requests.
6. All bidders should be aware that the property is a preserved farm and is subject to a deed restriction monitored by the County of Warren and State Agriculture Development Committee.
7. The successful bidder(s) shall be required to pay all recording fees.
8. The successful bidder(s) shall bear the cost of recording the deed(s) and agree that the deed(s) shall be recorded on behalf of the purchaser by the Town Attorney. The successful bidder, prior to closing of title, will not be permitted to assign his or her bid nor any right, title or interest in the property on which the bid was made.

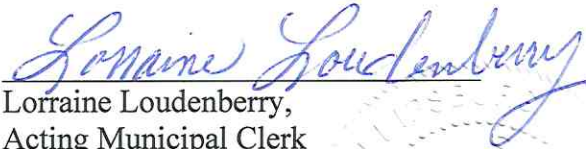
9. The burden is on all successful bidders to obtain any and all variances and/or approvals from the Land Use and Development Ordinance of the Town of Phillipsburg from the appropriate municipal agency. Closing of title is not contingent upon the issuance of any required land use approval.
10. Title is to close within ninety (90) calendar days of confirmation of the bid by the Town Council at the Town Attorney's office, unless otherwise extended in the sole discretion of the Town Council, but if the last day for closing of title falls on a Saturday/Sunday, or legal holiday, then title shall close on the following day. Time is of the essence.
11. All conveyances shall be by Bargain and Sale Deed from the Town Council to the successful bidder, to be dated on the date of closing of title.
12. The sale price, as may result from this auction sale, may not be used before any County Board of Taxation, State Tax Court or in any other court of this State to challenge the assessment with respect to the subject property nor may same be used as a comparable sale to challenge assessment with regard to other properties.
13. All successful bidders are required to conduct all desired title searches at their expense prior to the date of closing. If the title to the property shall prove to be unmarketable, the liability of the Town shall be limited to the repayment to the purchaser of the amount of his or her deposit and any portion of the purchase price paid without any further cost, expense, damage or claim. Notice of any alleged defect in title or claim of unmarketability shall be given to the Town in writing no later than thirty (30) calendar days after the date of confirmation of the sale by the governing body of the Town of Phillipsburg. Failure to give such notice shall be deemed conclusive evidence that the purchaser accepts title in its then present condition.
14. All prospective purchasers are put on notice that no employee, agent or officer of the Town of Phillipsburg has authority to waive, modify or amend any of the conditions of sale.
15. If the successful bidder was the sole or part owner of the property to be sold at the time the Town acquired title by a tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following condition: The successful bidder of any property at this auction, by making such bid, thereby agrees to pay the Town at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
16. It is conclusively presumed that a bidder prior to taking his or her bid has done the following:

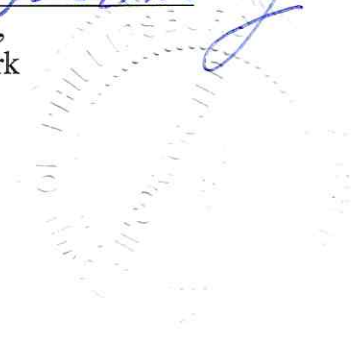
- a. Checked the exact location, including the correct street address and lot size of the property on the Official Tax Maps that are available at the Assessor's Office.
 - b. Made a personal inspection of the property prior to the bidding on a piece of property by contacting the Municipal Clerk, Monday – Friday, between 9:00 am to 4:00 pm, telephone number (908) 454-5500.
 - d. Responsibility for failure to comply with the above-mentioned conditions and guidelines will be fully assumed by the purchaser.
17. 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 Town of Phillipsburg, as a material breach of the conditions of sale whereupon the Town of Phillipsburg may declare said contract or purchase terminated and at an end. All monies paid on behalf of the purchase price, by way of deposit or otherwise, may be retained by the Town as its liquidated damages and it may thereafter resell the said property and/or pursue such other and further legal and/or equitable remedies as it may have and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the Town of Phillipsburg by reason of any such default.
18. Any descriptions of the properties published by the Town are intended as a general guide only and may not be accurate. No representations of any kind are made by the Town of Phillipsburg as to the conditions of the property, said premises are being sold in their present conditions "as is".
19. The sale is made subject to such state of facts as an accurate survey may disclose, existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions and any other encumbrances of title.
20. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and the Town of Phillipsburg.
21. Successful bidders agree to the following conditions:
- a. To pay prorated property taxes for the balance of the current year as of the date of closing.
 - b. To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support a challenge of the existing assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.

- c. That the failure to close title as agreed shall forfeit to the Town of Phillipsburg any and all money deposited with the Town.
22. If any section or provision of this Resolution shall be held invalid in any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Resolution, except so far as the section of the provision so declared invalid shall be inseparable from the remainder or any portion thereof.

CERTIFICATION

I, Lorraine Loudenberry, Acting Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their February 1, 2022 meeting.


Lorraine Loudenberry,
Acting Municipal Clerk



Schedule B

**Town of Phillipsburg
120 Filmore Street
Phillipsburg, New Jersey 08865**

Bidder Registration Form

Individual/Company Name : _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

Authorized Bidder's

Name: _____

Title: _____

Phone Number: _____

Other Contact

Numbers: _____

I certify that I am authorized to take part in the auction of the property.

Signature

Date

Town Use:

Bidder Number: _____ Date Received: _____

SCHEDULE A

Town of Phillipsburg
Office of the Tax Collector
120 Filmore Street
Phillipsburg, NJ 08865

Phone: 908.454.5500 Ext. 307

Fax: 908.213.1613

Town Owned Properties ALL Empty Lots.

The Properties are:

191 Howard St	Block 2007 Lot 7
150 Sitgreaves St	Block 2002 Lot 20
140 Sitgreaves St	Block 2002 Lot 16
688 Belvidere Rd	Block 513 Lot 10.02
62-66 Sitgreaves St	Block 1421 Lot 11 – Paved Lot