

This Notice is for reference purposes, as per the Open Public Meetings Act Requirements, N.J.S.A. 10:4-8 and N.J.S.A. 10:4-18.

**AGENDA
COUNCIL MEETING
315 WESTFIELD AVE., CLARK, NJ 07066
March 21, 2022
7:30 pm**

ROLL CALL:

Councilwoman Albanese _____	Councilman O'Connor _____
Councilman Hund _____	Councilman Smith _____
Councilman Mazzarella _____	Councilman Toal _____
	Council President Minniti _____

PLEDGE OF ALLEGIANCE TO THE FLAG: MOMENT OF SILENCE

This meeting is in compliance with the Open Public Meetings Act (Chapter 231, P.L.1975) as adequate notice of this meeting has been provided by mailing the Annual Schedule of meetings to the Star Ledger, Union County Hawk, Union County Local Source, and TAP into Clark, by posting such Annual Meeting Schedule on the bulletin board in Town Hall reserved for such announcements, the Official Website of the Township and the proper filing of said Notice. Formal action may be taken at this meeting.

Suspend the regular order of business:

Proclamation: Mayors Wellness Campaign

Resume the regular order of business

COMMUNICATIONS FROM THE MAYOR AND REPORTS OF TOWNSHIP OFFICERS:

Mayor:

Township Officers: Reports given this evening will be available in the Clerk's office and on the township website www.ourclark.com

REPORT OF COUNCIL COMMITTEES:

ORDINANCES, APPROPRIATIONS AND CLAIMS:

PAYMENT OF CLAIMS:

Councilman O'Connor, Chairman of Finance Committee will give a report on Current and Capital expenditures received and encumbered through March 14, 2022 in the amount of \$294,753.65

CITIZEN HEARING ON THE AGENDA:

Each person addressing the Council shall give their name and address to the Clerk. All remarks shall be addressed to the Council as a body and shall not exceed 10 minutes in duration.

The Public may speak on any agenda item that does not have its own public hearing

RESOLUTIONS:

1. Asking the Governor and Legislature to suspend the gas tax for 60 days to help all New Jersey citizens to lessen the burden of every day expenses

2. Adoption of the Municipal Budget for Calendar Year 2022 – The Public Hearing was held on March 7, 2022
3. Authorizing the Sale of Certain Properties owned by the Township of Clark, not required for public purposes as follows:
 - A. Block 21, Lot 10.01
 - B. Block 24, Lot 38.01
 - C. Block 24, Lot 38.02
 - D. Block 38.02, Lot 13.01
 - E. Block 38.03, Lot 36.01
 - F. Block 38.06, Lot 30
 - G. Block 59, Lot 14
 - H. Block 59, Lot 17
 - I. Block 88.01, Lot 49
 - J. Block 142, Lot 2.01
4. Authorizing the Business Administrator to execute a Bergen County Cooperative Purchasing Contract through SHI International Corp. an authorized vendor, in an amount not to exceed \$70,000 for the purchase of a cloud-based government management platform named Gov-Pilot
5. Award of a Professional Services contract through a fair and open process to Ricci Planning, for Professional Planning Services effective May 1, 2022 until December 31, 2022
6. Designating 1072 to 1088 Raritan Road as a Non-Condemnation Redevelopment Area
7. Council as the Pool Utility - Award of Contract to Aquatic Service, Inc. for Pool Maintenance in the amount of \$34,161.70 for 2022 and \$34,854.95 for 2023
8. Authorizing the Mayor and Township Clerk to execute a Shared Services Agreement with the Township of Scotch Plains for the clean-up, de-silting and de-snagging of Pumpkin Patch Brook
9. Rescinding Resolution 22-39 and authorizing the Business Administrator to execute a Customer Support Agreement with Foley Power Systems in an amount not to exceed \$6,160.00

CONSENT AGENDA RESOLUTIONS:

10. Authorizing the Tax Collector to refund overpayment of taxes in the amount of \$11,455.50
11. Authorizing the Tax Collector to refund overpayment of sewer fees in the amount of \$448.70
12. Authorizing the Tax Collector to apply sewer account balance adjustments as credit in the amount of \$69,283.55 and additional fees in the amount of \$140.00
13. Authorizing the Tax Collector to settle a tax appeal for Block 4 Lot 2 as authorized by the Tax Court of New Jersey with a credit applied to open taxes in the amount of \$5,563.68

NEW BUSINESS ON THE CALENDAR:

PUBLIC COMMENTS:

Each person addressing the Council shall give their name and address to the Clerk. All remarks shall be addressed to the Council as a body and shall not exceed 10 minutes in duration.

MAYOR, COUNCIL AND PROFESSIONAL COMMENTS:

ADJOURNMENT:

MAYOR'S PROCLAMATION

WHEREAS, across New Jersey, the conditions in which we live, work, and age in combination with wellness, particularly rising obesity rates and decreasing physical activity, impacts our overall health; and

WHEREAS, the New Jersey Health Care Quality Institute's Mayors Wellness Campaign, in partnership with the New Jersey League of Municipalities, recognizes that Mayors and other local leaders can be effective champions of community health and wellness; and

WHEREAS, the goal of the Mayors Wellness Campaign is to improve the health and wellness of New Jersey communities; and

WHEREAS, the Mayors Wellness Campaign provides communities with technical assistance, evidence-based resources, and other support to implement community health and wellness improvement initiatives; and

WHEREAS, Clark Township cares deeply about all of its residents and the future health and wellness of its community members; and

WHEREAS, the Mayors Wellness Campaign will work to implement a comprehensive program to create and sustain local activities to improve wellness in Clark; and

NOW, THEREFORE, I, Mayor Sal Bonaccorso, ask that all residents of this community join me in supporting and actively engaging in our local Mayors Wellness Campaign; and

BE IT FURTHER RESOLVED, that I encourage the residents of Clark to participate in Mayors Wellness Campaign activities as we work towards living healthier lives and improving the health and wellness of our community.

In Witness Whereof, the Mayor of Clark, New Jersey, has hereunto set his hand and seal to be affixed to this proclamation dated March 7, 2022.



Mayor Sal Bonaccorso

Dated: March 7, 2022

TOWNSHIP OF CLARK
Resolution 22-50
March 21, 2022

WHEREAS the Clark Township Mayor and Members of Council, like every New Jersey resident, have been negatively affected by the rising cost of gas; and

WHEREAS the Governor and legislature have the ability to suspend the gas tax, which is approximately \$0.43 cents per gallon; and

WHEREAS we are asking the Governor and legislature to suspend this tax for 60 days to help all New Jersey citizens, since the rising cost of gas has put a burden on working class families, not only at the pump but at the grocery stores and in most every aspect of our lives.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Clark, County of Union, New Jersey strongly asks and thanks you for this consideration to help working class families of New Jersey, your action will speak louder than words; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Murphy, the State Legislature, the League of Municipalities and the Municipal Clerks Association of New Jersey.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21SuspendGasTax

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-51
March 21, 2022

2

Adoption of the Municipal Budget of the Township of Clark for Calendar Year 2022

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

\$17,988,115.00 for municipal purposes, and
\$ 991,491.00 Minimum Library Levy

SUMMARY OF REVENUES

General Revenues	
Surplus Anticipated	\$ 3,025,000.00
Miscellaneous Revenues Anticipated	\$ 6,122,238.89
Receipts from Delinquent Taxes	\$ 450,000.00
AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)	<u>\$ 17,988,115.00</u>
AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY	<u>\$ 991,491.00</u>
 Total Revenues	 <u><u>\$ 28,576,844.89</u></u>

SUMMARY OF APPROPRIATIONS

General Appropriations:	
Within "CAPS"	
Operations Including Contingent	\$ 17,578,196.00
Deferred Charges and Statutory Expenditures – Municipal	\$ 2,728,635.00
Excluded from "CAPS"	
Operations – Total Operations Excluded from "CAPS"	\$ 3,705,763.89
Capital Improvements	\$ 275,000.00
Municipal Debt Service	\$ 3,088,750.00
Deferred Charges – Municipal	\$ 100,500.00
Reserve for Uncollected Taxes (Include Other Reserves, if Any)	\$ 1,100,000.00
 Total Appropriations	 <u><u>\$ 28,576,844.89</u></u>

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 7th day of March, 2022. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2022 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21BudgetAdoption

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52A
March 21, 2022

3A

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 21, Lot 10.01, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 21 and Lot 10.01 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.

B. To pay by time of closing:

1. The balance of the purchase price;

2. The cost of the preparation of all legal documents including any special property description.

3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block21Lot10.01

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52B
March 21, 2022

3B

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 24, Lot 38.01, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 24 and Lot 38.01 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.
- B. To pay by time of closing:
 - 1. The balance of the purchase price;
 - 2. The cost of the preparation of all legal documents including any special property description.
 - 3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block24Lot38.01

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52C
March 21, 2022

30

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 24, Lot 38.02, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 24 and Lot 38.02 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.
- B. To pay by time of closing:
 - 1. The balance of the purchase price;
 - 2. The cost of the preparation of all legal documents including any special property description.
 - 3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block24Lot38.02

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52D
March 21, 2022

3 D

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 38.02, Lot 13.01, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 38.02 and Lot 13.01 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.
- B. To pay by time of closing:
 - 1. The balance of the purchase price;
 - 2. The cost of the preparation of all legal documents including any special property description.
 - 3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block38.02Lot13.01

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52E
March 21, 2022

3 E

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 38.03, Lot 36.01, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 38.03 and Lot 36.01 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.
- B. To pay by time of closing:
 1. The balance of the purchase price;
 2. The cost of the preparation of all legal documents including any special property description.
 3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block38.03Lot36.01

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52F
March 21, 2022

3 F

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 38.06, Lot 30, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 38.06 and Lot 30, shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.
- B. To pay by time of closing:
 - 1. The balance of the purchase price;
 - 2. The cost of the preparation of all legal documents including any special property description.
 - 3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block38.06Lot30

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52G
March 21, 2022

36

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 59, Lot 14, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 59 and Lot 14 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.
- B. To pay by time of closing:
 - 1. The balance of the purchase price;
 - 2. The cost of the preparation of all legal documents including any special property description.
 - 3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block59Lot14

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52H
March 21, 2022

3 H

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 59, Lot 17, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 59 and Lot 17 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.

B. To pay by time of closing:

1. The balance of the purchase price;

2. The cost of the preparation of all legal documents including any special property description.

3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block59Lot17

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52I
March 21, 2022

3 I

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 88.01, Lot 49, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 88.01 and Lot 49 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.
- B. To pay by time of closing:
 - 1. The balance of the purchase price;
 - 2. The cost of the preparation of all legal documents including any special property description.
 - 3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block88.01Lot49

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-52J
March 21, 2022

3 J

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, NEW JERSEY NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40a:12-139(a), et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being Block 142, Lot 2.01, on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue, reduce taxes, and liabilities.

NOW, THEREOFRE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Block 142 and Lot 2.01 shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the Township of Clark as the condition of the property is being sold in its present condition "as is." Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions.

B. The Township will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

D. That the purchaser shall obtain a survey and meets and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the Township and the

Purchaser, and said survey and meets and bounds description shall be certified to the Township.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title commitment must be obtained within thirty (30) days of the bid acceptance.

F. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

G. It is understood that the minimum bid for the property will be \$2,000.00.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim 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 Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.

B. To pay by time of closing:

1. The balance of the purchase price;

2. The cost of the preparation of all legal documents including any special property description.

3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulations that this sale will not be used for grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq. and all rights reserved to the Township by such law.
- H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by the Township Council 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.
- K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

- O. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making 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 which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 Township as its liquidated damages and it may thereafter resell 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 Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council. Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
Township of Clark
430 Westfield Avenue
Clark, New Jersey 07066
732-388-3600

Section 9. 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 or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21 Block142Lot2.01

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK

Resolution 22-53

March 21, 2022

4

WHEREAS P.L.2021, c. 70 requires the Department of Community Affairs to establish and implement the “Electronic Permit Processing Review System” which will serve as an internet-based State online electronic building permit review and inspection scheduling system necessitating implementation of a cloud-based system by all municipalities; and

WHEREAS to improve the efficiency of all municipal departments in addition to the Construction Department, the Business Administrator has received proposals from Gov-Pilot and Spatial Data Logic to automate various processes to improve the functionality of Township services; and

WHEREAS after extensive due diligence and input from all affected departments the Administration recommends the use of a Cooperative Purchasing Contract for the Gov-Pilot cloud-based government management platform through SHI International Corp., which meets the needs of the Township; and

WHEREAS SHI International Corp., 290 Davidson Avenue, Somerset, New Jersey 08873 is an authorized vendor under the Bergen County Cooperative Contract Purchasing System:

Gov-Pilot Part #NPN-GOVPI-ANNUA-A
Contract Name: New Jersey Cooperative Purchasing Alliance
Contract # CK04
Sub contract # 19-34
SHI Quotation # 21745505
Year 1 cost: \$68,900.00
Years 2 – 5: \$63,600.00

WHEREAS Resolution 22-41, adopted February 22, 2022 authorized the Township of Clark to enter into the New Jersey Cooperative Purchasing Alliance Cooperative Pricing Agreement; and

WHEREAS the Chief Financial Officer has ascertained there are available sufficient uncommitted appropriations in an amount not to exceed \$70,000.00 funded by Construction OE Account #2-01-22-195-201 as attached hereto as a “Certification of Availability of Funds.”

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey that it hereby concurs with the recommendation of the Administration and authorizes the Chief Financial Officer to execute a purchase order to SHI International Corp. in an amount not to exceed \$70,000 for the purchase of a cloud-based government management platform named Gov-Pilot and the maintenance for the Township of Clark municipal departments; and

BE IT FURTHER RESOLVED that the Business Administrator is hereby authorized to execute an agreement with Gov-Pilot entitled Subscription Service Order.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21AuthSHI-Gov-Pilot

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-54
March 21, 2022

5

WHEREAS the firm of Shamrock Enterprises, LTD was awarded a Professional Planning Services contract on December 20, 2021; and

WHEREAS Kevin O’Brien of Shamrock Enterprises, LTD has announced his retirement; and

WHEREAS due to the vacancy created, there exists a need for Professional Planning Services for the Township of Clark; and

WHEREAS in accordance with NJSA 19:44A-20.5 proposals have been solicited through a fair and open process as advertised on the Official Website of the Township of Clark; and

WHEREAS two (2) proposals were received for the position of Professional Planner and were publicly opened at 10:00 am on March 1, 2022; and

WHEREAS the Business Administrator has reviewed all documents required by the Request for Proposals (RFP) and recommends award of professional services contract to the firm of Ricci Planning, 177 Monmouth Avenue, Atlantic Highlands, NJ 07716 for the balance of 2022.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Township of Clark, County of Union, State of New Jersey hereby awards a contract for Professional Planning Services to the firm of Ricci Planning, effective May 1, 2022 until December 31, 2022 in accordance with NJSA 19:44A-20.5; and

BE IT FURTHER RESOLVED that the Mayor and/or Business Administrator are hereby authorized and directed to sign a contract with said firm.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21RFPPlanner-RicciPlanning

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O’Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-55
March 21, 2022

6

WHEREAS, the Governing Body of the Township of Clark by Resolution 21-186 authorized the Planning Board to undertake a preliminary investigation of a Study Area including properties known as Lots 60.01, 61, 62 and 63, Block 60 to determine if said property qualifies as an Area in Need of Redevelopment as a Non-Condensation Redevelopment Area pursuant to N.J.S.A. 40A:12A-1 *et seq.*; and

WHEREAS, the Clark Township Planning Board in a resolution dated January 6, 2022 directed Shamrock Enterprises, Ltd. to prepare a report in order to determine if the properties within the Study Area qualify as an Area in Need of Redevelopment as a Non-Condensation Redevelopment Area pursuant to N.J.S.A. 40A:12A-1 *et seq.*; and

WHEREAS, Township Planner Kevin O'Brien, P.P., AICP prepared a report titled: "Redevelopment Study and Preliminary Investigation Report", dated March 4, 2022; and

WHEREAS, the Planning Board conducted a public hearing on March 15, 2022 to determine if the property within the Study Area was an Area in Need of Redevelopment as a Non-Condensation Redevelopment Area; and

WHEREAS, no members of the public spoke at the Planning Board hearing; and

WHEREAS, the Planning Board accepted the findings and recommendations set forth in the Redevelopment Study and Preliminary Investigation Report and the testimony of Kevin O'Brien and recommended that the Township Council declare the Study Area to be an Area in Need of Non-Condensation Redevelopment.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Township of Clark on this 21st day of March, 2022 that the properties identified as Lots 60.01, 61, 62 and 63, Block 60 be designated an Area in Need of Redevelopment as a Non-Condensation Redevelopment Area pursuant to N.J.S.A. 40A:12A-1 *et seq.*; and

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to forward the Council Resolution and Redevelopment Study and Preliminary Investigation Report to the property owners and the Department of Community Affairs within 10 days of adoption by the Township Council.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21 DesignateNon-CondensationRedevArea-1072-1088RaritanRd

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-56
March 21, 2022

7

WHEREAS the Governing Body of the Township of Clark advertised on February 17, 2022 and received one (1) bid for Specifications and Obligations for Pool Maintenance for the 2022 and 2023 Seasons on March 2, 2022 at 10:00 am; and

WHEREAS Aquatic Service, Inc., 550 Hartle Street, Suite F, Sayreville, NJ 08872 was the sole bidder in the amount of \$34,161.70 for 2022 and \$34,854.95 for 2023; and

WHEREAS the Business Administrator has reviewed all the documents required by the bid specifications and recommends award of contract to Aquatic Service, Inc. in the amount of \$34,161.70 for 2022 and \$34,854.95 for 2023; and

WHEREAS the Chief Financial Officer has ascertained funds will be available subject to the adoption of the 2022 and 2023 Municipal Budgets.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Clark that it does hereby award a contract to Aquatic Service, Inc. in the amount of \$34,161.70 for 2022 and \$34,854.95 for 2023 subject to review of the bid by the Township Attorney who will draw up the contract.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21AwardPoolMaint2022-2023

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-57
March 21, 2022

8

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey, that it hereby authorizes the Mayor or Business Administrator and Township Clerk to execute a Shared Services Agreement with the Township of Scotch Plains, maintaining offices located at 430 Park Avenue, Scotch Plains, New Jersey, 07076, to assist Scotch Plains to clean-up, de-silt and de-snag the parts of the Pumpkin Patch Brook, located within its borders.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21AuthSharedServiceAgrmt-ScotchPlainsPumpkinPatch

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
 Resolution 22-58
 March 21, 2022

9

WHEREAS Resolution 22-39, adopted February 22, 2022 authorized a Customer Support Agreement with Foley Power Systems; and

WHEREAS Foley inadvertently provided an outdated agreement to the Township.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey that resolution 22-39 is hereby rescinded; and

BE IT FURTHER RESOLVED that the Governing Body does hereby accept Customer Support Agreement #29873 with Foley Power Systems in an amount not to exceed \$6,160.00 and authorizes the Business Administrator to execute same for a one-year period.

ATTEST:

APPROVED:

 DONNA MAZZUCCO
 Acting Township Clerk

 JAMES MINNITI
 Council President

Res22/3-21Rescind22-39AuthFoleyAgreement

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-59
March 21, 2022

CA 10

WHEREAS in accordance with a request from the Tax Collector for authorization to refund overpayment of 2022 taxes; the Mayor has recommended to Council that such authorization be granted.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Clark, that the Tax Collector is hereby authorized and directed to make refund(s) in accordance with the following schedule:

CLARK TOWNSHIP						
TAX REFUNDS-2022						
BLOCK	LOT	QUAL.	NAME	#	ADDRESS	REFUND
59	4		Olivera, Joel & Ada	1773	Dakota St	\$ 2,464.76
114	8		Christathakis, Peter & Sarah	237	Valley Rd	\$ 2,386.96
60	70.01	C006	Jingle Angeles	1132	Westfield Ave #6	\$ 3,567.96
88	5		Jennifer Noone	75	Cornell Dr	\$ 3,035.82
					Total Refunds	\$ 11,455.50

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21TaxRefund(s)

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-60
March 21, 2022

CA 11

WHEREAS in accordance with a request from the Tax Collector for authorization to refund overpayment of 2022 sewer fees; the Mayor has recommended to Council that such authorization be granted.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Clark, that the Tax Collector is hereby authorized and directed to make the refund(s) as per the following schedule.

Sewer Refund 2022							
REF		Acct #	Name	#	Address	Reason	Refund
22	1R	653-0	Ludwig Kiermaier	675	Raritan Road #33	overpayment	\$ 280.00
22	2R	2204-0	Kelly, Jeffrey	16	Janie Lane	overpayment	\$ 28.70
22	3R	5360-0	Rosil Magalona	1132	Westfield Ave., Unit 3	overpayment	\$ 140.00
						Total Refunds	\$ 448.70

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21 Sewer Refund(s)

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

TOWNSHIP OF CLARK
Resolution 22-61
March 21, 2022

CA 12

WHEREAS the Tax Collector has certified that sewer utility account(s) require balance adjustments; and

WHEREAS the Business Administrator has reviewed and approved the sewer fee adjustment(s).

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Clark, County of Union, State of New Jersey, that the Tax Collector be authorized to apply the sewer account balance adjustments according to the attached schedule.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Acting Township Clerk

JAMES MINNITI
Council President

Res22/3-21SewerAdj

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						

SEWER BILLING ADJUSTMENT 2022

CLARK TOWNSHIP											
REF	#	Account #	Name	#	Address	Reason	Original	Revised	Credit	Additional	Comments
22	1	1228-0	Ginesi, Anthony	1088	Raritan Road	vacant	\$ 280.00	\$ -	\$ 280.00		
22	2	1659-0	Signorella, Joseph	11	Rolling Hill Way	meter replaced	\$ 2,130.00	\$ 1,480.00	\$ 650.00		
22	3	2112-0	Zimbarido, Peter	37	Cutter Place	plumbing issues	\$ 1,380.00	\$ 530.00	\$ 850.00		
22	4	2546-0	Morse, Lawrence	69	Riverside Drive	well	\$ 500.00	\$ 335.00	\$ 165.00		
22	5	4118-1	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	6	4118-3	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	7	4118-4	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	8	4118-6	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	9	4118-7	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	10	4118-8	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	11	4118-9	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	12	4118-10	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	13	4118-11	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	14	4118-12	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	15	4118-13	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	16	4121-0	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	17	4121-1	Clark Walnut Dev. LLC	92	Valley Road	demo	\$ 280.00	\$ -	\$ 280.00		
22	18	5739-0	Clark Walnut Dev. LLC	15	Barthel Lane	new owner	\$ 3,180.00	\$ 280.00	\$ 2,900.00		
22	19	1126-0	Manning, Craig & Gina	42	Cromwell Court	filled pool	\$ 1,430.00	\$ 780.00	\$ 650.00		
22	20	4118-8	Clark Walnut Dev. LLC	35	Walnut Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	21	5226-1	Racer Trust (Hyatt Hills)	1300	Raritan Road	sprinkler	\$ 42,685.00	\$ 27,810.10	\$ 14,874.90		
22	22	3084-0	MKSK LLC	33	Westfield Avenue	multi use billing	\$ 2,480.00	\$ 890.00	\$ 1,590.00		
22	23	2291-0	Carbonara, Anthony	51	Dawn Drive	meter replaced	\$ 4,980.00	\$ 280.00	\$ 4,700.00		
22	24	546-0	Bonanno, Blagto	79	Hillcrest Drive	sprinkler	\$ 1,380.00	\$ 900.00	\$ 480.00		
22	25	934-0	Rodrigues, Carlos	39	Evans Terrace	sprinkler	\$ 730.00	\$ 280.00	\$ 450.00		
22	26	449-0	Gomez, Ana Maria	889	Lake Avenue	leak/toilet	\$ 1,430.00	\$ 805.00	\$ 625.00		
22	27	4228-0	Digrad, Carol & Frank	364	West Lane	leaks	\$ 430.00	\$ 280.00	\$ 150.00		
22	28	708-0	Ash, Neil	486	Raritan Road	billing issue	\$ 1,554.40	\$ 280.00	\$ 1,274.40		
22	29	5229-0	Renda, Vincent & Lynn	2	Aken Drive	leaky toilet	\$ 1,030.00	\$ 286.25	\$ 743.75		
22	30	2666-0	Lawrence, Debra	115	Westfield Avenue	leak	\$ 1,280.00	\$ 655.00	\$ 625.00		
22	31	5241-0	Pedicone, Donna	4	Hollander Hill Court	pool	\$ 1,230.00	\$ 280.00	\$ 950.00		
22	32	5318-0	Manwah, Wong	17	Harvey Court	new owner	\$ 980.00	\$ 280.00	\$ 700.00		
22	33	3726-1	Mother Seton Convent	55	Valley Road	meter malfunction	\$ 15,244.30	\$ 280.00	\$ 14,964.30		
22	34	2322-0	Brookside Manor Group	1037	Raritan Road	demo	\$ 280.00	\$ -	\$ 280.00		
22	35	2662-0	Village Insurance	95	Westfield Avenue	leak/sprinkler	\$ 1,630.00	\$ 280.00	\$ 1,350.00		
22	36	4902-0	Cuccolo, John	14	Glenwood Terrace	leak	\$ 380.00	\$ 280.00	\$ 100.00		
22	37	3468-0	Spring Enterprises LLC	88	Westfield Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	38	3241-0	Advantage IQ	60	Westfield Avenue	demo	\$ 280.00	\$ -	\$ 280.00		
22	39	4328-0	Peter Stanislawski	226	East Lane	deduction removed	\$ 140.00	\$ 280.00	\$ 140.00		
22	40	5228-0	Dinic Properties Inc.	1199	Raritan Road	leak in pump	\$ 19,379.20	\$ 9,928.00	\$ 9,451.20		
22	41	1172-0	Cassano, Vito	33	Roberts Road	sprinkler system	\$ 980.00	\$ 280.00	\$ 700.00		
22	42	4585-0	Burkert, Brian & Veronica	69	St. Germaine Drive	sprinkler system	\$ 1,530.00	\$ 280.00	\$ 1,250.00		
22	43	1470-0	Milniti, James	94	Jupiter Street	sprinkler system	\$ 730.00	\$ 280.00	\$ 450.00		
22	44	1168-0	Simone, Harry	27	Chestnut Street	sump pump issue	\$ 1,080.00	\$ 480.00	\$ 600.00		
22	45	5261-0	Dileo, Michael	29	Dawn Drive	leak in water line	\$ 880.00	\$ 280.00	\$ 600.00		
22	46	734-0	Chrominski, Tom & Lesia	80	Stonehenge Terrace	pool	\$ 2,680.00	\$ 280.00	\$ 2,400.00		

Total Credit

\$ 69,283.55 \$ 140.00

TOWNSHIP OF CLARK
Resolution 22-62
March 21, 2022

CA 13

BE IT RESOLVED, by the Governing Body of the Township of Clark that it does hereby authorize the Tax Collector to settle a Tax Appeal authorized by the Tax Court of New Jersey for the following:

<u>Block/Lot</u>	<u>Address</u>	<u>Original Assessment</u>	<u>New Assessment</u>	<u>Reduction</u>	<u>Year</u>
4/2	211 Oak Ridge Road	234,400	215,000	19,400	2020
4/2	211 Oak Ridge Road	258,500	215,000	43,500	2021

BE IT FURTHER RESOLVED, that a credit will be applied to open taxes in the amount of \$5,563.68.

ATTEST:

APPROVED:

DONNA MAZZUCCO
Township Clerk

JAMES MINNITI
Council President

Res22/TaxAppealB4L2OakRidge

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese						
Hund						
Mazzarella						
O'Connor						
Smith						
Toal						
Minniti						
Entire Council						
TOTAL						