

ORDINANCE NO. O-2-2026

AN ORDINANCE OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK COUNTY OF GLOUCESTER, STATE OF NEW JERSEY AUTHORIZING THE ADVERTISEMENT AND SALE OF VARIOUS MUNICIPAL OWNED PROPERTIES NO LONGER NEEDED FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-13 ET SEQ.

WHEREAS, the Local Lands and Building Law, N.J.S.A. 40A:12-13, et seq., authorizes the sale of any real property, capital improvement, and/or personal property which is surplus and is no longer needed for public use; and

WHEREAS, the Township Committee has determined that municipally owned real properties identified as:

Block & Lot		Acreage		Block & Lot		Acreage
30	10	0.77		140	2	0.97
40	17	16.6		140	3	
50	6	0.82		140	6	
59	12	10.5		140	8	
62	19	4.13		140	7	0.06
67	2	3.02		146	2	0.33
67	11	3.2		146	3	0.21
67	12	10.82		154	1	0.47
74	2	0.172		154	2	1.88
74	3	0.11		155	4	0.13
74	4 01	0.172		156	5	0.37
74	4 02	0.33		157	3	0.11
80	3	0.57		162	1	0.24
88	8	0.7		177	1	2.57
88	9	0.11		182	3	0.28
112	1	1.49		195	1	0.14
115	3	0.23		195	3	0.57
115	5	0.22		195	4	0.3
124	3	0.23		217	3	0.95
124	13	0.11		217	4	1.91
131	1	0.24				
131	3	0.44				
131	6	0.22				

, is surplus and no longer necessary for municipal or public purposes; and

WHEREAS, the Township Committee has determined that it is in the best interest of the residents of the Township to advertise and sell the properties identified above, which are no longer needed for public purpose to generate revenue and reduce taxes for the residents of the Township of Elk;

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Elk, County of Gloucester and State of New Jersey that:

Section 1.

The Township owned real the property identified as Block 40, Lot 17 is surplus and no longer necessary for municipal or public purposes, and therefore, shall be advertised and sold by public auction pursuant to the provisions of N.J.S.A. 40A:12-13 et seq.; and

BE IT FURTHER ORDAINED, that there shall be established a minimum bid price of the following for each property:

Block & Lot	Acreage	Minimum Bid	Block & Lot	Acreage	Minimum Bid
30 10	0.77	\$25,000.00	140 2	0.97	\$54,000.00
40 17	16.6	\$50,000.00	140 3		sold with B140 L2
50 6	0.82	\$10,000.00	140 6		sold with B140 L2
59 12	10.5	\$40,000.00	140 8		sold with B140 L2
62 19	4.13	\$75,000.00	140 7	0.06	sold with B140 L2
67 2	3.02	\$45,100.00	146 2	0.33	\$7,500.00
67 11	3.2	\$27,600.00	146 3	0.21	\$3,000.00
67 12	10.82	\$75,700.00	154 1	0.47	\$29,400.00
74 2	0.172	\$8,800.00	154 2	1.88	\$45,000.00
74 3	0.11	sold with B74 L2	155 4	0.13	\$2,000.00
74 4 01	0.172	\$11,200.00	156 5	0.37	\$3,000.00
74 4 02	0.33	sold with B74 L4.01	157 3	0.11	\$3,000.00
80 3	0.57	\$35,300.00	162 1	0.24	\$3,000.00
88 8	0.7	\$35,000.00	177 1	2.57	\$60,000.00
88 9	0.11	\$3,000.00	182 3	0.28	\$2,000.00
112 1	1.49	\$10,000.00	195 1	0.14	\$2,000.00
115 3	0.23	\$2,000.00	195 3	0.57	\$4,000.00
115 5	0.22	\$2,000.00	195 4	0.3	\$2,000.00
124 3	0.23	\$2,000.00	217 3	0.95	\$20,000.00
124 13	0.11	\$1,000.00	217 4	1.91	\$78,200.00
131 1	0.24	\$2,000.00			
131 3	0.44	\$8,000.00			
131 6	0.22	\$4,500.00			

; and

BE IT FURTHER ORDAINED, the Township Committee reserves the right to reject all bids. The successful bidder shall provide a deposit in the amount of 10% of the bidders high bid amount on the date of auction and the balance of the high bid amount shall be paid within thirty (30) calendar days of the date of the bid award; and

BE IT FURTHER ORDAINED, that the sale is subject to the successful bidder complying with the "Terms and Conditions of Public Auction" attached hereto; and

BE IT FURTHER ORDAINED, that title to the property shall be conveyed by Quitclaim Deed such that the Township's conveyance is limited to any interest it has in said property;

BE IT FURTHER ORDAINED, that the Township Clerk is hereby authorized to schedule and conduct a public auction of said property consistent with N.J.S.A. 40A:12-13 et seq.;

BE IT FURTHER ORDAINED, that executed copies of this Ordinance shall be on file and shall be available for public inspection in the Office of the Township Clerk.

Section 2.

Repealer.

All prior Ordinances or parts of Ordinances inconsistent with this Ordinance be and the same are hereby repealed to the extent of such inconsistencies.

Section 3.

Severability.

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

Section 4.

When effective.

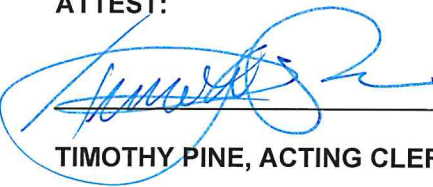
This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

TOWNSHIP OF ELK



JAMES RAMBO, Mayor

ATTEST:

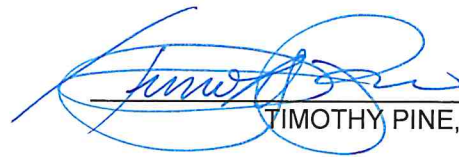

TIMOTHY PINE, ACTING CLERK

INTRODUCTION ROLL CALL VOTE				
COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
Cammarata	✓			
Cowan	✓			
Lucas	✓			
Sammons	✓			
Rambo	✓			

NOTICE

The Ordinance published herein was introduced and passed upon first reading at a meeting of the Mayor and Committee of the Township of Elk, in the County of Gloucester and State of New Jersey, held on August 6, 2026. It will be further considered for final passage, after public hearing hereon, at a meeting of said Mayor and Committee to be held in the Township Municipal Building on September 3, 2026, at 7:00 P.M. During the week prior and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's office at the said Municipal Building, 680 Whig Lane, Monroeville, New Jersey, to the members of the general public who shall request the same.

FINAL ADOPTION ROLL CALL VOTE				
COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
Cammarata	✓			
Cowan				✓
Lucas				✓
Sammons	✓			
Rambo	✓			


 TIMOTHY PINE, ACTING CLERK

**ELK TOWNSHIP
TERMS AND CONDITIONS**

The sale of the property is being made subject to the terms, conditions, restrictions and limitations of a Contract for Sale between the successful bidder and the Township and the following terms and conditions:

1. 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 Elk as to the condition of the property; the premises are being sold strictly in their present condition "AS IS".
2. The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey, County of Gloucester and the Township of Elk.
3. No employee, agent or officer of the Township of Elk has any authority to waive, modify or amend any conditions of the sale.
4. Bids for the property must be made for a sum equal or greater to the minimum bid price.
5. The property will be conveyed by a Quitclaim Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements, liens and encumbrances established of record or by prescription and without representation of any kind as to the quality or character of title of the property to be conveyed.
6. All sales are subject to the Local Lands and Buildings Law, N.J.S.A. 40A:12-13 et seq. and all rights reserved by the Township by such law.
7. Bidder shall deposit cash, cashier's check, certified funds or money order in the amount of not less than 10% of the high bid price at the time of sale. In the event the successful bidder fails to deposit 10% of the bid price at the time of the sale, the Township will re-auction the property at the same public sale. If the successful bidder fails to pay the deposit, the bidder shall be responsible for any difference between their bid and the final sale bid in the event such bid is lower than the bid of the original bidder.
8. The winning bidder shall abide by all zoning, subdivision, health and building regulations and codes and acknowledges that this sale will not be used as grounds to support any variance from or relaxation of the Township's Zone Code.
9. The winning bidder acknowledges that failure to close title as agreed shall be cause to forfeit all funds deposited with the Township.
10. The winning bidder acknowledges 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 the subject or other property.
11. The Township reserves the right to withdraw the offer of sale of the property.
12. All sales are subject to final approval by the Township Committee.
13. The Township does not warrant or certify title to the property and in no event shall the Township of Elk be liable for any damages to the purchaser-successful bidder if title is found unmarketable for any reason and the purchaser-successful bidder waives any and all right in damages or by way of liens against the Township. The sole remedy being the right to receive a refund prior to closing of the deposit paid in the event title is found unmarketable. It shall be the obligation of the successful purchaser to examine title to the premises prior to the closing. In the event of closing and a later determination is made that title is defective, the Township shall not be responsible for the same and shall not be required to refund money or correct any defect in title or be held liable for damages.

14. The successful bidder, and/or its successors and assigns, shall not utilize Block 40, Lot 17 for the cultivation, manufacture, wholesale, distribution, retail and/or delivery of cannabis and/or cannabis related products. The restriction contained in this paragraph shall survive closing.
15. Acceptance of the offer 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.
16. The successful bidder shall bear the burden of obtaining any and all approvals from the appropriate municipal, county or government agency, if applicable. The successful bidder shall also bear the burden of obtaining and paying for any and all necessary permits, connections, and/or arrangements to provide for cable, water, electric, sewer or solid waste disposal.
17. The Township reserves the right to accept the highest responsive bid if equal to or greater than the minimum bid price, or to reject all bids at the public sale and not to award to the highest bidder. The Township reserves the right to waive any and all defects and informalities in any proposal, and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Township.
18. This sale is made subject to such state of facts as an accurate survey may disclose, existing tenancies, rights of persons in possession, easements, conditions, covenants and restrictions and any liens and encumbrances of title which the Township Committee may impose on any parcel at the time of the sale, including but not limited to restrictions on the use to be made of such real property, capital improvements or personal property and any conditions of sale as buildings or structures, or as to the type, size or other specializations of buildings or structures, and the time within such conditions shall be operative, or any other conditions of sale in like manner to the same extent as by any other purchaser.
19. In addition to the terms and conditions set forth herein, successful bidders agree that the Township shall impose the following conditions:
 - a. To deposit cash, cashier's check, certified funds or money order in an amount not less than 10% of the high bid price at the time that the bid is submitted.

b. The minimum bid amount are as follows:

Block & Lot	Acreage	Minimum Bid	Block & Lot	Acreage	Minimum Bid
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131 3	0.44	\$8,000.00			
131 6	0.22	\$4,500.00			

c. To pay on or before the date of closing:

- i. The balance of the purchase price.
- ii. The cost of preparation of all legal documents and advertising costs for the property sold.
- iii. The prorated real estate taxes, for the balance of the current tax quarter as of the date of closing.
- iv. The realty transfer fees.
- v. All County recording fees.