

A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF ANDOVER, COUNTY OF SUSSEX, STATE OF NEW JERSEY WAS HELD ON MONDAY, DECEMBER 12, 2022 AT THE BOROUGH HALL BEGINNING AT 7:00 P.M.

PRESENT: Mayor Morgan, Council Members: Dennison (7:08 p.m.), Smith, Walter and Delfing.

ABSENT: Messrs. Hoag and Mallon

Mayor Morgan called the meeting to order with a salute to the flag and in accordance with the Open Public Meetings Act by advertising notice of meeting in the N.J. Herald, posting copy of notice in the Borough Hall and on the Borough website.

OFFICIALS REPORTS:

CFO:

A Motion was made by Mrs. Delfing, seconded by Mr. Dennison to approve appropriation transfer resolution as presented. Upon roll call the following votes were cast: AYES: Dennison, Smith, Walter, Delfing. NAYS: None. ABSTAIN: None. Motion carried.

WHEREAS, N.J.S.A. 40A:4-58 permits appropriation transfers to be made during the last two months of the fiscal year and the subsequent three months, and

WHEREAS, it is necessary to transfer appropriations between line items presently located in the 2022 Budget Year, and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Andover, County of Sussex, State of New Jersey that the following transfers be made:

Appropriation Transfers - 2022 Budget		
For December 12, 2022 Borough Council Meeting		
	CURRENT FUND	
FROM:	ACCOUNT No.	AMOUNT:
MAYOR & COUNCIL OE	01-201-20-110-020	1.00
PARKS & PLAYGROUNDS - SW	01-201-28-370-010	4,300.05
		4,301.05
TO:	ACCOUNT No.	AMOUNT
MAYOR & COUNCIL SW	01-201-20-110-010	1.00
CLERK SW	01-201-20-120-010	1,200.00
CLERK OE	01-201-20-120-020	1,200.00
CONSTRUCTION CODE SW	01-201-22-195-010	0.02
PLUMBING SUBCODE SW	01-201-22-197-010	400.00
POLICE DEPT - SW	01-201-25-240-010	300.00
UNIFORM FIRE SAFETY - SW	01-201-25-265-010	200.00
SANDYSTON LAND USE SHARED SERVICE	01-201-42-180-010	0.03
SHARED SERVICE SUSSE COUNTY ROADS	01-201-43-290-020	1,000.00
		4,301.05
	WATER OPERATING FUND	
FROM:	ACCOUNT No.	AMOUNT:
WATER OP - OE	05-201-20-100-020	5,000.00
TO:	ACCOUNT No.	AMOUNT
WATER OP - SW	05-201-20-100-020	5,000.00

A MOTION was made by Mr. Smith, seconded Mrs. Delfing

to accept the following reports and place on file: BOH report for the period 10/1-10/31/22, ABFD report for November, Joint Court Report for October, Water Operator's report for November. Upon roll call the following votes were cast: AYES: Dennison, Smith, Walter, Delfing. NAYS: None. ABSTAIN: None. Motion carried.

CORRESPONDENCE: The following was presented to the Council and placed on file:
H.E. Pellow & Associates Inc. dated 11/15/22 re: Engineer's End of Year Report

Delaware Water Gap Defense Fund dated 11/17/22 re: Thank you and update

Byram Twp dated 11/23/22 re: Public Hearing Master Plan Reexamination Report

Senator Oroho Press Release dated 12/1/22 re: Panel Advances Oroho Measure Easing Burden on Small Towns.

SCMUA dated 12/1/22 re: FY2023 Final Rate Schedule Effective December 1, 2022

NJDOH dated 11/22/22 re: Rabies Vaccination Clinics

County of Sussex dated 11/22/22 re: Election reimbursements for 2019, 2020 and 2021

NJDEP dated 10/31/22 re: LOI: Footprint disturbance determination, Sunn Kis, block 5 lot 6

Sutherland Packaging email dated 12/8/22 re: Interested in Water Main Availability
With limits to water supply usage and subject outside municipal boundaries this is not something that the water utility is interested in

Waste Management email dated 12/8/22 re: 2023 8% increase.

AUDIENCE PARTICIPATION:

Mr. Dick Mooney of 47 Lenape asked what is going on at the old bank building at 165 Main Street as the property looks vandalized. The Clerk stated that the property owner and his bookkeeper was contacted several times regarding the state of the property. She continued to state that the Code Enforcement Officer has been looking in to the situation and she had thought a letter was issued. may have issued a letter. The Mayor asserted that a summons should be issued immediately. The Council members present agreed. The Clerk will direct Code Enforcement to proceed with summons.

Mr. Mooney continued to state that he is concerned with how the current water contractor is doing the water main repairs. He stated that they are not breaking the coupling correctly. The Mayor understood his concern.

REPORTS OF SPECIAL COMMITTEE:

SWAC & SC Water Quality Management: Vacancy in office. No report.

Open Space Report: Vacancy in office. No report.

Borough Property Management: Ordinance Re-introduction on this agenda.

Recreation Grant Progress: No report. Project complete.

REPORTS OF STANDING COMMITTEES:

Administrative & Executive:

Mrs. Delfing reported that the professional service contracts for 2023 are on the agenda.

Celebration of Public Events:

Mrs. Walter reported that the Christmas breakfast went well, but had low attendance. Efforts to do better next year should be taken.

Finance:

Mr. Dennison reported that all street lights are in the process of being addressed.

Parks & Playgrounds:

Mr. Hoag was absent. No report.

Public Bldgs. & Grounds:

Mr. Smith asked if the custodian hands in monthly cleaning reports. The CFO will provide a report based on her pay.

Public Safety:

Mrs. Delfing reported that the fire department was successful in their Elizabethtown Gas grant submission. They received \$4715 of the max \$5000. The fire department was congratulated on their award. Mrs. Delfing continued to report that crossing guard training is scheduled.

Streets & Roads:

Mr. Hoag was absent. The Mayor reported that there was another complaint of tractor trailers getting lost on Morris Sussex Turnpike and damaging property trying to get out. The Engineer is working on this.

Water Utility:

Mr. Smith reported that they have interviewed our Assistant Water Operator, Tim Hess, and he has accepted the appointment as the Water Operator for the Andover Borough Water Department replacing Bob Olivo. The salary has been increased to \$1000 per month as per Ordinance #2022-14 in this agenda. He also indicated that he has approved a purchase for a laptop for the Water Administrator Michelle LaStarza. Mr. Smith continued to report that he is looking into a water fee increase of at least \$400.00 for residential. The Municipal Clerk will soon be forwarding information to thoroughly update this portion of the Chapter 66 fee ordinance.

OLD BUSINESS:

- The Mayor asked the Municipal Clerk to check with the Borough Attorney to be sure that the DCA will take over if the Borough does not adopt an ordinance pertaining to the requirement for filing business insurance registration with the DCA. The Mayor suggested that it be part of a smoke inspection and a cover letter with information could be included with it. Mrs. Delfing liked that idea and suggested that it could be part of a "Welcome to Andover Borough" letter with other information such as emergency #'s. She agreed to put something together.
- The Mayor asked if the draft ordinance pertaining to lead inspection for rentals is ready. The Municipal Clerk advised that an ordinance is underway and a list of outside sources must be gathered.
- An inquiry into the multiple property maintenance issues at 165 Main Street brought the matter to Mayor Morgan's attention. He ordered that the location should be issued a summons immediately.

NEW BUSINESS:**Professional Service Contracts for 2023:**

A MOTION was made by Mr. Smith, seconded by Mr. Dennison to approve the authorization and execution of a professional service agreement for Borough Attorney with McGovern & Roseman. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

A MOTION was made by Mr. Smith, seconded by Mr. Dennison to approve the authorization and execution of a professional service agreement for Municipal Bond Attorney with Rogut & McCarthy. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

A MOTION was made by Mr. Smith, seconded by Mr. Dennison to approve the authorization and execution of a professional service agreement for Municipal Planner with J. Caldwell & Assoc., Inc. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

A MOTION was made by Mr. Smith, seconded by Mr. Dennison to approve the authorization and execution of a professional service agreement for Auditing Services with Wielkocz & Co. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

RESOLUTIONS:

Rental Reimbursement:

A MOTION was made by Mr. Dennison, seconded by Mrs. Delfing to approve a resolution for reimbursement for rental of park building for the following:

Hicok	11/27
McGowan	11/19

Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

Land Sales Auction:

A MOTION was made by Mr. Dennison, seconded by Mrs. Delfing to approve a Resolution authorizing execution of professional service agreement with Max Spann for the advertisement for bids to sell certain lands and premises owned by the Borough of Andover. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

ORDINANCE:

Ordinance #2022-13

A Motion was made by

to approve the second reading and publication of "AN ORDINANCE TO AMEND ORDINANCE #2022-07 FIXING THE SALARIES OF THE MAYOR, COUNCIL, OFFICERS AND EMPLOYEES OF THE BOROUGH OF ANDOVER, IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY FOR THE YEAR 2022" – **water administrator**. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

Ordinance #2022-14

A Motion was made by Mr. Smith, seconded by Mr. Dennison to approve the first reading and introduction of "AN ORDINANCE TO AMEND ORDINANCE #2022-07 FIXING THE SALARIES OF THE MAYOR, COUNCIL, OFFICERS AND EMPLOYEES OF THE BOROUGH OF ANDOVER, IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY FOR THE YEAR 2022" – **licensed water operator**. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

Ordinance #2022-15

A Motion was made by Mrs. Delfing, seconded by Mr. Dennison to approve the first reading and introduction of "AN ORDINANCE REPEALING ORDINANCE NOS. 2022-9, 2022-10, 2022-11 & 2022-12. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

Ordinance #2022-16

A Motion was made by Mrs. Delfing, seconded by Mr. Dennison to approve the first reading and introduction of "AN ORDINANCE AUTHORIZING THE SALE OF BLOCK 24, LOT 25, ANDOVER BOROUGH, SUSSEX COUNTY, NEW JERSEY" *(replacing ord#2022-09)* Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

Ordinance #2022-17

A Motion was made by Mrs. Delfing, seconded by Mr. Dennison to approve the first reading and introduction of "AN ORDINANCE AUTHORIZING THE SALE OF BLOCK 24, LOT 36.03, ANDOVER BOROUGH, SUSSEX COUNTY, NEW JERSEY" *(replacing ord#2022-10)*. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

Ordinance #2022-18

A Motion was made by Mrs. Delfing, seconded by Mr. Dennison to approve the first reading and introduction of "AN ORDINANCE AUTHORIZING THE SALE OF BLOCK 24, LOT 27, ANDOVER BOROUGH, SUSSEX COUNTY, NEW JERSEY" *replacing ord#2022-11)*. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

Ordinance #2022-19

A Motion was made by Mrs. Delfing, seconded by Mr. Dennison to approve the first reading and introduction publication of "AN ORDINANCE AUTHORIZING THE PUBLIC SALE OF BLOCK 24, LOT 37, MAIN STREET, AND BLOCK 26, LOT 25, 12 LENAPE ROAD, ANDOVER BOROUGH, SUSSEX COUNTY, NEW JERSEY" *(replacing ord#2022-12)*. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

Ordinance #2022-20

A Motion was made by
to approve the first reading and introduction publication of "AN ORDINANCE AUTHORIZING THE SALE OF BLOCK 1, LOT 1, ANDOVER BOROUGH, BLOCK 27, LOT 7, GREEN TOWNSHIP AND BLOCK 166, LOT 2, ANDOVER TOWNSHIP, SUSSEX COUNTY, NEW JERSEY. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

AUDIENCE PARTICIPATION:

Mr. Tim VanWingerden asked if the introduction of the ordinance to sell block 1 lot 1 means that the governing body has made a decision to support cannabis manufacturing and accepting his offer. He stated that the company he represents would not be buying block 1 lot 1 as they indicated in their letter of intent without the zone change being made. He continued to state that the company can provide evidence that the facility they would be installing would use minimal water and they would consider diverting or reclaiming roof water to ease the towns concerns. The Mayor stated that the governing

body were still looking to pursue that zone change, but that that reintroduction of these ordinances would change the land sale to 02/09/2023. The Mayor instructed the Municipal Clerk to ask the Borough Attorney Frank McGovern if he has had a chance to talk with the Borough Planner Jessica Caldwell about creating a zoning ordinance to opt into the Class 2 Manufacturing in the IP Zone.

MOTION TO PAY THE BILLS:

A MOTION was made by Mr. Dennison, seconded by Mrs. Delfing to pass the following Resolution: BE IT RESOLVED by the Governing Body to approve the payment of all vouchers on the bill listed December 12, 2022, submitted by the Chief Financial Officer for payment. Upon roll call the following votes were cast: YES: Dennison, Smith, Walter and Delfing. NAYS: None. ABSTAIN: None. Motion carried.

MOTION TO ADJOURN:

A MOTION was made by Mr. Dennison, seconded by Mr. Smith to adjourn the meeting. AYES: Smith, Mallon, Walter, Delfing. NAYS: None. Motion carried.

Beth Brothman
Municipal Clerk

Ordinance #2022-13

ANDOVER BOROUGH

AN ORDINANCE TO AMEND AN ORDINANCE FIXING THE SALARIES OF THE MAYOR, COUNCIL, OFFICERS AND EMPLOYEES OF THE BOROUGH OF ANDOVER, IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY FOR THE YEAR 2022

BE IT ORDAINED by the Mayor and council of the Borough of Andover, in the County of Sussex and State of New Jersey, that the salaries established for 2022 are as follows:

Position	Hourly/Salary	Pay Period	Amount
Water Utility Administrator	H	M	20.00

The above entitled ordinance was introduced and passed first reading at a regular meeting of the Mayor and Council on Monday, November 14, 2022 and was presented for final reading and adopted, after public hearing, at a meeting of the Mayor and Council held on Monday, December 12, 2022 at the Borough Hall located at 137 Main Street beginning at 7:00 p.m.



Beth Brothman, RMC
Borough Clerk

**BOROUGH OF ANDOVER
ORDINANCE #2022-15**

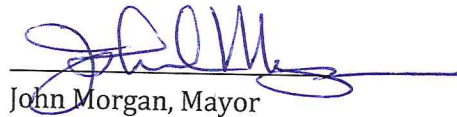
AN ORDINANCE REPEALING ORDINANCE NOS. 2022-9, 2022-10, 2022-11 & 2022-12

BE IT ORDAINED by the Mayor and Council of the Borough of Andover, Sussex County, New Jersey that Ordinance Nos. 2022-9, 2022-10, 2022-11 and 2022-12, which were adopted on November 14, 2022 be and are hereby repealed.

This Ordinance shall take effect upon final passage, approval and publication as required by law.



Beth Brothman, Borough Clerk

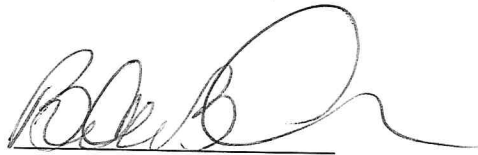


John Morgan, Mayor

NOTICE

NOTICE IS HEREBY GIVEN that the attached Ordinance was introduced at a regular meeting of the Mayor and Council of the Borough of Andover, Sussex County, New Jersey, held on the 12th day of December 2022 and passed on first reading, and that such Ordinance will be further considered for final passage and adoption at the meeting of the Mayor and Council to be held on the 28th day of December 2022 at the Borough Hall, 137 Main Street, in the Borough of Andover, at 7:00 p.m., and that at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance.

Date:



Beth Brothman, RMC
Andover Borough Clerk

**BOROUGH OF ANDOVER
ORDINANCE #2022-16**

**AN ORDINANCE AUTHORIZING THE SALE OF BLOCK 24, LOT 25, ANDOVER BOROUGH,
SUSSEX COUNTY, NEW JERSEY**

WHEREAS, the Mayor and Council of the Borough of Andover have determined that municipally owned land and improvements, if any, thereon known and designated as Block 24, Lot 25, Main Street, on the official tax map of the Borough of Andover, Sussex County, New Jersey (herein after referred to as "property") is no longer necessary for municipal purposes and as such shall be sold at public sale in accordance with N.J.S.A. 40A:12-13, et seq.; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Andover that the property shall be advertised for public sale pursuant to all requirements and procedures set forth in the Local Lands and Buildings Law (N.J.S.A. 40A:12-1 et seq.) subject to the following conditions:

(a) Bids shall be presented on Thursday, February 9, 2023, starting at 10:00 A.M. at the Andover Borough Hall, 137 Main Street, Andover, NJ 07821 in the manner of a public auction in accordance with procedures to be announced by the Borough Clerk. The date and time for presenting bids may be adjourned or rescheduled by resolution of the Andover Borough Mayor and Council subject to applicable advertising requirements.

(b) All bids shall be referred to the Mayor and Council of the Borough of Andover for review and final approval pursuant to N.J.S.A. 40A:12-13a. The Borough of Andover reserves the right to accept the highest bid or to reject any and all bids, including the highest bid, and shall make its decision known by resolution within thirty (30) days after bids are received.

(c) Bidders shall make payment as follows:

Cash or certified check within 20 minutes of the close of bidding	10%
Cash or certified check at a closing to be held on or before 45 days after the Mayor and Council of the Borough of Andover resolves to accept the bid	90%

***See also Paragraph (n) below regarding additional costs and premium to be paid before/at time of closing

(d) Upon the close of bidding the highest qualified bidder, as designated by the Borough Clerk, shall submit cash or certified or bank check or money order in the amount of 10% of their bid and shall immediately execute an offer to purchase at their bid price in a form provided by the Borough, which offer shall include the terms and conditions specified herein. Said offer shall be irrevocable for sixty (60) days from the date of the public sale.

(e) All conveyances by the Borough shall be made by Quitclaim Deed, unless an adequate title binder, prepared at the expense of the purchaser, is forwarded to the Borough prior to conveyance, in which case Bargain and Sale Deed with Covenants Against Grantor's Acts will be the form of conveyance. Purchaser shall furnish at their own cost and expense a metes and bounds or other legal description of the property prior to the date of conveyance by the Borough; otherwise, the conveyance by the Borough shall be made by Quitclaim Deed and by utilization of tax lot and block designations. The Deed shall be delivered upon final payment to be made as described in (c) above at a closing to be arranged between the purchaser and the Borough of Andover pursuant hereto.

(f) Failure to close on or before 45 days after the Mayor and Council of the Borough of Andover resolve to accept the bid shall entitle the Borough of Andover to rescind prior bid approval, terminate any and all rights of the designated bidder in said property and retain all monies theretofore deposited.

(g) The property is subject to a lien in favor of the State of New Jersey resulting from environmental remediation. Title to the property shall be conveyed subject to said lien. The successful bidder, its successors and/or assigns shall assume responsibility associated with that lien and shall indemnify and hold the Borough of Andover harmless with regard to the lien and any obligations and consequences related thereto. At closing, the successful bidder shall sign a release and indemnification form satisfactory to the Borough of Andover in this regard.

(h) Portions of the subject lands and premises were the subject of environmental remediation. Accordingly, a successful bidder shall have 30 days after the Borough Council resolves to accept his/her bid to conduct tests, make inquiries and rescind his/her bid in writing delivered to the Borough Clerk setting forth the specific basis for the rescission accompanied by proof thereof. To be eligible for rescission per this paragraph, the specific basis must be the presence of hazardous material on the subject parcel which will require remediation. Notwithstanding any language to the contrary set forth herein: If rescission is properly made per this paragraph, the bid shall be deemed to be void, the payments made to the Borough in connection with the bid will be refunded, and neither party shall have further liability to the other in connection therewith. As a condition for rescission, the bidder shall deliver copies of all test and inspection reports to the Borough Clerk at no charge.

(i) If the subject property is burdened by any easements which serve other lands, those easements shall remain intact. To the extent that there is an access easement which may serve the property to be conveyed to the successful bidder, any right, title and interest which the Borough has in the easement shall be conveyed to the successful bidder with a reservation by the Borough of an easement therein.

(j) The purchaser shall be responsible for terminating any and all existing tenancies (if any) post-closing.

(k) The property shall be conveyed subject to existing encumbrances, liens, zoning regulations, easements, restrictions, such facts as an accurate survey and inspection of the lands and premises would reveal, and any present or future assessments for the construction of improvements benefiting said property. The property is being sold in the present "as is", "where is", condition with all faults. Neither the Borough nor the auctioneer make any representation regarding the presence

or absence of wetlands or other environmental conditions on the property; and Buyer assumes the risk of any such condition. No representations of any kind are made by the Borough as to acreage, quality of title or conditions of the property, and descriptions of the property are intended as a general guide only and may not be accurate. The Borough disclaims and the purchaser shall waive any and all warranties, express or implied, with regard to the acreage, conditions, uses and quality of the subject lands and premises, and the foregoing disclaimer and waiver will survive closing.

(l) In the event the Borough is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Borough will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. Notice of any alleged defect in title or claim of unmarketability must be served on the Borough Clerk by the purchaser, in writing no later than 20 days after the sale is approved by the Mayor and Council of the Borough of Andover; and failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition. Further, the acceptance of a deed by the purchaser from the Borough shall extinguish any claims that said purchaser may have against the Borough of Andover in connection with the quality of title conveyed.

(m) The purchaser shall verify in writing that purchaser shall indemnify and hold harmless the Borough of Andover, its officials, employees, representatives and agents, as to all claims, expenses, damages, attorney's fees and costs related to or arising out of the condition of the property.

(n) Successful bidders agree to pay by the time of closing the balance of the purchase price together with \$350 for the cost of preparation of all legal documents, including any special property description, plus the cost of advertisement of the sale, the cost of recording Deeds, which shall be recorded by the Borough Attorney, and all prorated real estate taxes for the balance of the current year as of the date of closing. At the time of closing, successful bidders shall also pay a buyer's premium in the amount of 10 percent of the bid amount to the auctioneer designated by the Borough to conduct the sale. Successful bidders agree to abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from or realization of said regulations. Successful bidders agree 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 assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.

(o) The Borough 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 Borough. No bid shall be considered finally accepted until passage of a resolution by the Mayor and Council of the Borough of Andover accepting same.

(p) The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Borough of Andover.

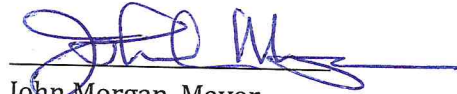
(q) No employee, agent or officer of the Borough of Andover has any authority to waive, modify or amend any of the conditions of the sale.

(r) A public notice of sale shall be published in the Borough's official newspaper at least once a week for two consecutive weeks, the last publication being no earlier than seven (7) days prior to the date set forth for the public sale, which notice shall contain the conditions of this sale in accordance with N.J.S.A. 40A:12-13(a).

This Ordinance shall take effect upon final passage, approval and publication as required by law.



Beth Brothman, Borough Clerk



John Morgan, Mayor

NOTICE

NOTICE IS HEREBY GIVEN that the attached Ordinance was introduced at a regular meeting of the Mayor and Council of the Borough of Andover, Sussex County, New Jersey, held on the 12th day of December 2022 and passed on first reading, and that such Ordinance will be further considered for final passage and adoption at the meeting of the Mayor and Council to be held on the 28th day of December 2022 at the Borough Hall, 137 Main Street, in the Borough of Andover, at 7:00 p.m., and that at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance.

Date:



Beth Brothman, RMC
Andover Borough Clerk

or absence of wetlands or other environmental conditions on the property; and Buyer assumes the risk of any such condition. No representations of any kind are made by the Borough as to acreage, quality of title or conditions of the property, and descriptions of the property are intended as a general guide only and may not be accurate. The Borough disclaims and the purchaser shall waive any and all warranties, express or implied, with regard to the acreage, conditions, uses and quality of the subject lands and premises, and the foregoing disclaimer and waiver will survive closing.

(l) In the event the Borough is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Borough will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. Notice of any alleged defect in title or claim of unmarketability must be served on the Borough Clerk by the purchaser, in writing no later than 20 days after the sale is approved by the Mayor and Council of the Borough of Andover; and failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition. Further, the acceptance of a deed by the purchaser from the Borough shall extinguish any claims that said purchaser may have against the Borough of Andover in connection with the quality of title conveyed.

(m) The purchaser shall verify in writing that purchaser shall indemnify and hold harmless the Borough of Andover, its officials, employees, representatives and agents, as to all claims, expenses, damages, attorney's fees and costs related to or arising out of the condition of the property.

(n) Successful bidders agree to pay by the time of closing the balance of the purchase price together with \$350 for the cost of preparation of all legal documents, including any special property description, plus the cost of advertisement of the sale, the cost of recording Deeds, which shall be recorded by the Borough Attorney, and all prorated real estate taxes for the balance of the current year as of the date of closing. At the time of closing, successful bidders shall also pay a buyer's premium in the amount of 10 percent of the bid amount to the auctioneer designated by the Borough to conduct the sale. Successful bidders agree to abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from or realization of said regulations. Successful bidders agree 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 assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.

(o) The Borough 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 Borough. No bid shall be considered finally accepted until passage of a resolution by the Mayor and Council of the Borough of Andover accepting same.

(p) The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Borough of Andover.

(q) No employee, agent or officer of the Borough of Andover has any authority to waive, modify or amend any of the conditions of the sale.

(e) All conveyances by the Borough shall be made by Quitclaim Deed, unless an adequate title binder, prepared at the expense of the purchaser, is forwarded to the Borough prior to conveyance, in which case Bargain and Sale Deed with Covenants Against Grantor's Acts will be the form of conveyance. Purchaser shall furnish at their own cost and expense a metes and bounds or other legal description of the property prior to the date of conveyance by the Borough; otherwise, the conveyance by the Borough shall be made by Quitclaim Deed and by utilization of tax lot and block designations. The Deed shall be delivered upon final payment to be made as described in (c) above at a closing to be arranged between the purchaser and the Borough of Andover pursuant hereto.

(f) Failure to close on or before 45 days after the Mayor and Council of the Borough of Andover resolve to accept the bid shall entitle the Borough of Andover to rescind prior bid approval, terminate any and all rights of the designated bidder in said property and retain all monies theretofore deposited.

(g) The property is subject to a lien in favor of the State of New Jersey resulting from environmental remediation. Title to the property shall be conveyed subject to said lien. The successful bidder, its successors and/or assigns shall assume responsibility associated with that lien and shall indemnify and hold the Borough of Andover harmless with regard to the lien and any obligations and consequences related thereto. At closing, the successful bidder shall sign a release and indemnification form satisfactory to the Borough of Andover in this regard.

(h) Portions of the subject lands and premises were the subject of environmental remediation. Accordingly, a successful bidder shall have 30 days after the Borough Council resolves to accept his/her bid to conduct tests, make inquiries and rescind his/her bid in writing delivered to the Borough Clerk setting forth the specific basis for the rescission accompanied by proof thereof. To be eligible for rescission per this paragraph, the specific basis must be the presence of hazardous material on the subject parcel which will require remediation. Notwithstanding any language to the contrary set forth herein: If rescission is properly made per this paragraph, the bid shall be deemed to be void, the payments made to the Borough in connection with the bid will be refunded, and neither party shall have further liability to the other in connection therewith. As a condition for rescission, the bidder shall deliver copies of all test and inspection reports to the Borough Clerk at no charge.

(i) If the subject property is burdened by any easements which serve other lands, those easements shall remain intact. To the extent that there is an access easement which may serve the property to be conveyed to the successful bidder, any right, title and interest which the Borough has in the easement shall be conveyed to the successful bidder with a reservation by the Borough of an easement therein.

(j) The purchaser shall be responsible for terminating any and all existing tenancies (if any) post-closing.

(k) The property shall be conveyed subject to existing encumbrances, liens, zoning regulations, easements, restrictions, such facts as an accurate survey and inspection of the lands and premises would reveal, and any present or future assessments for the construction of improvements benefiting said property. The property is being sold in the present "as is", "where is", condition with all faults. Neither the Borough nor the auctioneer make any representation regarding the presence

**BOROUGH OF ANDOVER
ORDINANCE #2022-18**

**AN ORDINANCE AUTHORIZING THE SALE OF BLOCK 24, LOT 27, ANDOVER BOROUGH,
SUSSEX COUNTY, NEW JERSEY**

WHEREAS, the Mayor and Council of the Borough of Andover have determined that municipally owned land and improvements, if any, thereon known and designated as Block 24, Lot 27, Limecrest Road, on the official tax map of the Borough of Andover, Sussex County, New Jersey (herein after referred to as "property") is no longer necessary for municipal purposes and as such shall be sold at public sale in accordance with N.J.S.A. 40A:12-13, et seq.; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Andover that the property shall be advertised for public sale pursuant to all requirements and procedures set forth in the Local Lands and Buildings Law (N.J.S.A. 40A:12-1 et seq.) subject to the following conditions:

(a) Bids shall be presented on Thursday, February 9, 2023, starting at 10:00 A.M. at the Andover Borough Hall, 137 Main Street, Andover, NJ 07821 in the manner of a public auction in accordance with procedures to be announced by the Borough Clerk. The date and time for presenting bids may be adjourned or rescheduled by resolution of the Andover Borough Mayor and Council subject to applicable advertising requirements.

(b) All bids shall be referred to the Mayor and Council of the Borough of Andover for review and final approval pursuant to N.J.S.A. 40A:12-13a. The Borough of Andover reserves the right to accept the highest bid or to reject any and all bids, including the highest bid, and shall make its decision known by resolution within thirty (30) days after bids are received.

(c) Bidders shall make payment as follows:

Cash or certified check within 20 minutes of the close of bidding	10%
Cash or certified check at a closing to be held on or before 45 days after the Mayor and Council of the Borough of Andover resolves to accept the bid	90%

***See also Paragraph (l) below regarding additional costs and premium to be paid before/at time of closing

(d) Upon the close of bidding the highest qualified bidder, as designated by the Borough Clerk, shall submit cash or certified or bank check or money order in the amount of 10% of their bid and shall immediately execute an offer to purchase at their bid price in a form provided by the Borough, which offer shall include the terms and conditions specified herein. Said offer shall be irrevocable for sixty (60) days from the date of the public sale.

(e) All conveyances by the Borough shall be made by Quitclaim Deed, unless an adequate title binder, prepared at the expense of the purchaser, is forwarded to the Borough prior to conveyance, in which case Bargain and Sale Deed with Covenants Against Grantor's Acts will be the form of conveyance. Purchaser shall furnish at their own cost and expense a metes and bounds or other legal description of the property prior to the date of conveyance by the Borough; otherwise, the conveyance by the Borough shall be made by Quitclaim Deed and by utilization of tax lot and block designations. The Deed shall be delivered upon final payment to be made as described in (c) above at a closing to be arranged between the purchaser and the Borough of Andover pursuant hereto.

(f) Failure to close on or before 45 days after the Mayor and Council of the Borough of Andover resolve to accept the bid shall entitle the Borough of Andover to rescind prior bid approval, terminate any and all rights of the designated bidder in said property and retain all monies theretofore deposited.

(g) If the subject property is burdened by any easements which serve other lands, those easements shall remain intact. To the extent that there is an access easement which may serve the property to be conveyed to the successful bidder, any right, title and interest which the Borough has in the easement shall be conveyed to the successful bidder with a reservation by the Borough of an easement therein.

(h) The purchaser shall be responsible for terminating any and all existing tenancies (if any) post-closing.

(i) The property shall be conveyed subject to existing encumbrances, liens, zoning regulations, easements, restrictions, such facts as an accurate survey and inspection of the lands and premises would reveal, and any present or future assessments for the construction of improvements benefiting said property. The property is being sold in the present "as is", "where is", condition with all faults. Neither the Borough nor the auctioneer make any representation regarding the presence or absence of wetlands or other environmental conditions on the property; and Buyer assumes the risk of any such condition. No representations of any kind are made by the Borough as to acreage, quality of title or conditions of the property, and descriptions of the property are intended as a general guide only and may not be accurate. The Borough disclaims and the purchaser shall waive any and all warranties, express or implied, with regard to the acreage, conditions, uses and quality of the subject lands and premises, and the foregoing disclaimer and waiver will survive closing.

(j) In the event the Borough is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Borough will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. Notice of any alleged defect in title or claim of unmarketability must be served on the Borough Clerk by the purchaser, in writing no later than 20 days after the sale is approved by the Mayor and Council of the Borough of Andover; and failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition. Further, the acceptance of a deed by the purchaser from the Borough shall extinguish any claims that said purchaser may have against the Borough of Andover in connection with the quality of title conveyed.

(k) The purchaser shall verify in writing that purchaser shall indemnify and hold harmless the Borough of Andover, its officials, employees, representatives and agents, as to all claims, expenses, damages, attorney's fees and costs related to or arising out of the condition of the property.

(l) Successful bidders agree to pay by the time of closing the balance of the purchase price together with \$350 for the cost of preparation of all legal documents, including any special property description, plus the cost of advertisement of the sale, the cost of recording Deeds, which shall be recorded by the Borough Attorney, and all prorated real estate taxes for the balance of the current year as of the date of closing. At the time of closing, successful bidders shall also pay a buyer's premium in the amount of 10 percent of the bid amount to the auctioneer designated by the Borough to conduct the sale. Successful bidders agree to abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from or realization of said regulations. Successful bidders agree 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 assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.

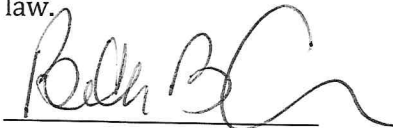
(m) The Borough reserves the right to waive any and all defects and informalities in any proposal and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Borough. No bid shall be considered finally accepted until passage of a resolution by the Mayor and Council of the Borough of Andover accepting same.


(n) The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Borough of Andover.

(o) No employee, agent or officer of the Borough of Andover has any authority to waive, modify or amend any of the conditions of the sale.

(p) A public notice of sale shall be published in the Borough's official newspaper at least once a week for two consecutive weeks, the last publication being no earlier than seven (7) days prior to the date set forth for the public sale, which notice shall contain the conditions of this sale in accordance with N.J.S.A. 40A:12-13(a).

This Ordinance shall take effect upon final passage, approval and publication as required by law.


Beth Brothman, Borough Clerk


John Morgan, Mayor

NOTICE

NOTICE IS HEREBY GIVEN that the attached Ordinance was introduced at a regular meeting of the Mayor and Council of the Borough of Andover, Sussex County, New Jersey, held on the 12th day of December 2022 and passed on first reading, and that such Ordinance will be further considered for final passage and adoption at the meeting of the Mayor and Council to be held on the 28th day of December 2022 at the Borough Hall, 137 Main Street, in the Borough of Andover, at 7:00 p.m., and that at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance.

Date:

A handwritten signature in cursive script, appearing to read 'Beth Brothman', written over a horizontal line.

Beth Brothman, RMC
Andover Borough Clerk

**BOROUGH OF ANDOVER
ORDINANCE #2022-19**

AN ORDINANCE AUTHORIZING THE PUBLIC SALE OF BLOCK 24, LOT 37, MAIN STREET, AND BLOCK 26, LOT 25, 12 LENAPE ROAD, ANDOVER BOROUGH, SUSSEX COUNTY, NEW JERSEY

WHEREAS, the Mayor and Council of the Borough of Andover have determined that municipally owned land and improvements, if any, thereon known and designated as Block 24, Lot 37, Main Street, and Block 26, Lot 25, 12 Lenape Road, on the official tax map of the Borough of Andover, Sussex County, New Jersey (herein after referred to as "property") are no longer necessary for municipal purposes and as such shall be sold at public sale in accordance with N.J.S.A. 40A:12-13, et seq.; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Andover that the property shall be advertised for public sale pursuant to all requirements and procedures set forth in the Local Lands and Buildings Law (N.J.S.A. 40A:12-1 et seq.) subject to the following conditions:

(a) Bids shall be presented on Thursday, February 9, 2023, starting at 10:00 A.M. at the Andover Borough Hall, 137 Main Street, Andover, NJ 07821 in the manner of a public auction in accordance with procedures to be announced by the Borough Clerk. The date and time for presenting bids may be adjourned or rescheduled by resolution of the Andover Borough Mayor and Council subject to applicable advertising requirements.

(b) All bids shall be referred to the Mayor and Council of the Borough of Andover for review and final approval pursuant to N.J.S.A. 40A:12-13a. The Borough of Andover reserves the right to accept the highest bid or to reject any and all bids, including the highest bid, and shall make its decision known by resolution within thirty (30) days after bids are received.

(c) Bidders shall submit separate bids for individual parcels.

(d) Bidders shall make payment as follows:

Cash or certified check within 20 minutes of the close of bidding	10%
Cash or certified check at a closing to be held on or before 45 days after the Mayor and Council of the Borough of Andover resolves to accept the bid	90%

***See also Paragraph (n) below regarding additional costs and premium to be paid before/at time of closing

(d) Upon the close of bidding the highest qualified bidder, as designated by the Borough Clerk, shall submit cash or certified or bank check or money order in the amount of 10% of their bid and shall immediately execute an offer to purchase at their bid price in a form provided by the Borough,

which offer shall include the terms and conditions specified herein. Said offer shall be irrevocable for sixty (60) days from the date of the public sale.

(f) All conveyances by the Borough shall be made by Quitclaim Deed, unless an adequate title binder, prepared at the expense of the purchaser, is forwarded to the Borough prior to conveyance, in which case Bargain and Sale Deed with Covenants Against Grantor's Acts will be the form of conveyance. Purchaser shall furnish at their own cost and expense a metes and bounds or other legal description of the property prior to the date of conveyance by the Borough; otherwise, the conveyance by the Borough shall be made by Quitclaim Deed and by utilization of tax lot and block designations. The Deed shall be delivered upon final payment to be made as described in (d) above at a closing to be arranged between the purchaser and the Borough of Andover pursuant hereto.

(g) Failure to close on or before 45 days after the Mayor and Council of the Borough of Andover resolve to accept the bid shall entitle the Borough of Andover to rescind prior bid approval, terminate any and all rights of the designated bidder in said property and retain all monies theretofore deposited.

(h) **WITH REGARD TO BLOCK 24, LOT 37:** A portion of Block 24, Lot 37, Main Street was the subject of environmental remediation and may be subject to an environmental lien in favor of the State of New Jersey. Accordingly, a successful bidder shall have 30 days after the Borough Council resolves to accept his/her bid to conduct tests, make inquiries and rescind his/her bid in writing delivered to the Borough Clerk setting forth the specific basis for the rescission accompanied by proof thereof. To be eligible for rescission per this paragraph, the specific basis must be the presence of hazardous material on the subject parcel which will require remediation or the existence of an environmental lien in favor of the State of New Jersey. Notwithstanding any language to the contrary set forth herein: If rescission is properly made per this paragraph, the bid shall be deemed to be void, the payments made to the Borough in connection with the bid will be refunded, and neither party shall have further liability to the other in connection therewith. As a condition for rescission, the bidder shall deliver copies of all test and inspection reports to the Borough Clerk at no charge.

(i) If the subject property is burdened by any easements which serve other lands, those easements shall remain intact. To the extent that there is an access easement which may serve the property to be conveyed to the successful bidder, any right, title and interest which the Borough has in the easement shall be conveyed to the successful bidder with a reservation by the Borough of an easement therein.

(j) The purchaser shall be responsible for terminating any and all existing tenancies (if any) post-closing.

(k) The property shall be conveyed subject to existing encumbrances, liens, zoning regulations, easements, restrictions, such facts as an accurate survey and inspection of the lands and premises would reveal, and any present or future assessments for the construction of improvements benefiting said property. The property is being sold in the present "as is", "where is", condition with all faults. Neither the Borough nor the auctioneer make any representation regarding the presence or absence of wetlands or other environmental conditions on the property; and Buyer assumes the risk of any such condition. No representations of any kind are made by the Borough as to acreage,

quality of title or conditions of the property, and descriptions of the property are intended as a general guide only and may not be accurate. The Borough disclaims and the purchaser shall waive any and all warranties, express or implied, with regard to the acreage, conditions, uses and quality of the subject lands and premises, and the foregoing disclaimer and waiver will survive closing

(l) In the event the Borough is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Borough will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. Notice of any alleged defect in title or claim of unmarketability must be served on the Borough Clerk by the purchaser, in writing no later than 20 days after the sale is approved by the Mayor and Council of the Borough of Andover; and failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition. Further, the acceptance of a deed by the purchaser from the Borough shall extinguish any claims that said purchaser may have against the Borough of Andover in connection with the quality of title conveyed.

(m) The purchaser shall verify in writing that purchaser shall indemnify and hold harmless the Borough of Andover, its officials, employees, representatives and agents, as to all claims, expenses, damages, attorney's fees and costs related to or arising out of the condition of the property.

(n) Successful bidders agree to pay by the time of closing the balance of the purchase price together with \$350 for the cost of preparation of all legal documents, including any special property description, plus the cost of advertisement of the sale, the cost of recording Deeds, which shall be recorded by the Borough Attorney, and all prorated real estate taxes for the balance of the current year as of the date of closing. At the time of closing, successful bidders shall also pay a buyer's premium in the amount of 10 percent of the bid amount to the auctioneer designated by the Borough to conduct the sale. Successful bidders agree to abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from or realization of said regulations. Successful bidders agree 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 assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.

(o) In the event a right of first refusal is retained by a contiguous owner which is duly exercised in accordance with NJSA 40A:12-13.2, the bid for the affected Parcel shall be deemed to be rescinded, whereupon any monies paid by the bidder will be refunded by the Borough, and neither party shall be liable to the other in connection therewith.

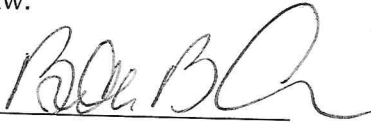
(p) The Borough reserves the right to waive any and all defects and informalities in any proposal and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Borough. No bid shall be considered finally accepted until passage of a resolution by the Mayor and Council of the Borough of Andover accepting same.

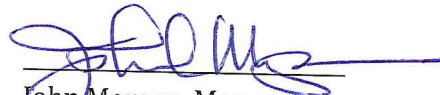
(q) The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Borough of Andover.

(r) No employee, agent or officer of the Borough of Andover has any authority to waive, modify or amend any of the conditions of the sale.

(s) A public notice of sale shall be published in the Borough's official newspaper at least once a week for two consecutive weeks, the last publication being no earlier than seven (7) days prior to the date set forth for the public sale, which notice shall contain the conditions of this sale in accordance with N.J.S.A. 40A:12-13(a).

This Ordinance shall take effect upon final passage, approval and publication as required by law.

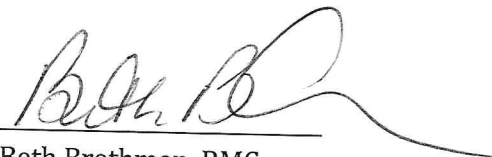

Beth Brothman, Borough Clerk


John Morgan, Mayor

NOTICE

NOTICE IS HEREBY GIVEN that the attached Ordinance was introduced at a regular meeting of the Mayor and Council of the Borough of Andover, Sussex County, New Jersey, held on the 12th day of December 2022 and passed on first reading, and that such Ordinance will be further considered for final passage and adoption at the meeting of the Mayor and Council to be held on the 28th day of December 2022 at the Borough Hall, 137 Main Street, in the Borough of Andover, at 7:00 p.m., and that at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance.

Date:


Beth Brothman, RMC
Andover Borough Clerk

**BOROUGH OF ANDOVER
ORDINANCE #2022-20**

**AN ORDINANCE AUTHORIZING THE SALE OF BLOCK 1, LOT 1, ANDOVER BOROUGH,
BLOCK 27, LOT 7, GREEN TOWNSHIP AND BLOCK 166, LOT 2, ANDOVER TOWNSHIP, SUSSEX
COUNTY, NEW JERSEY**

WHEREAS, the Mayor and Council of the Borough of Andover have determined that municipally owned land and improvements, if any, thereon known and designated as Block 1, Lot 1, Andover Borough, Block 27, Lot 7, Green Township and Block 166, Lot 2, Andover Township, Sussex County, New Jersey (herein after referred to as "property") are no longer necessary for municipal purposes and as such shall be sold at public sale in accordance with N.J.S.A. 40A:12-13, et seq.; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Andover that the property shall be advertised for public sale pursuant to all requirements and procedures set forth in the Local Lands and Buildings Law (N.J.S.A. 40A:12-1 et seq.) subject to the following conditions:

(a) Bids shall be presented on Thursday, February 9, 2023, starting at 10:00 A.M. at the Andover Borough Hall, 137 Main Street, Andover, NJ 07821 in the manner of a public auction in accordance with procedures to be announced by the Borough Clerk. The date and time for presenting bids may be adjourned or rescheduled by resolution of the Andover Borough Mayor and Council subject to applicable advertising requirements.

(b) All bids shall be referred to the Mayor and Council of the Borough of Andover for review and final approval pursuant to N.J.S.A. 40A:12-13a. The Borough of Andover reserves the right to accept the highest bid or to reject any and all bids, including the highest bid, and shall make its decision known by resolution within thirty (30) days after bids are received.

(c) Bidders shall make payment as follows:

Cash or certified check within 20 minutes of the close of bidding	10%
Cash or certified check at a closing to be held on or before 45 days after the Mayor and Council of the Borough of Andover resolves to accept the bid	90%

***See also Paragraph (l) below regarding additional costs and premium to be paid before/at time of closing

(d) Upon the close of bidding the highest qualified bidder, as designated by the Borough Clerk, shall submit cash or certified or bank check or money order in the amount of 10% of their bid and shall immediately execute an offer to purchase at their bid price in a form provided by the Borough, which offer shall include the terms and conditions specified herein. Said offer shall be irrevocable for sixty (60) days from the date of the public sale.

(e) All conveyances by the Borough shall be made by Quitclaim Deed, unless an adequate title binder, prepared at the expense of the purchaser, is forwarded to the Borough prior to conveyance,

in which case Bargain and Sale Deed with Covenants Against Grantor's Acts will be the form of conveyance. Purchaser shall furnish at their own cost and expense a metes and bounds or other legal description of the property prior to the date of conveyance by the Borough; otherwise, the conveyance by the Borough shall be made by Quitclaim Deed and by utilization of tax lot and block designations. The Deed shall be delivered upon final payment to be made as described in (c) above at a closing to be arranged between the purchaser and the Borough of Andover pursuant hereto.

(f) Failure to close on or before 45 days after the Mayor and Council of the Borough of Andover resolve to accept the bid shall entitle the Borough of Andover to rescind prior bid approval, terminate any and all rights of the designated bidder in said property and retain all monies theretofore deposited.

(g) The purchaser shall be responsible for terminating any and all existing tenancies (if any) post-closing.

(h) The property shall be conveyed subject to existing encumbrances, liens, zoning regulations, easements, restrictions, such facts as an accurate survey and inspection of the lands and premises would reveal, and any present or future assessments for the construction of improvements benefiting said property. The property is being sold in the present "as is", "where is", condition with all faults. Neither the Borough nor the auctioneer make any representation regarding the presence or absence of wetlands or other environmental conditions on the property; and Buyer assumes the risk of any such condition. No representations of any kind are made by the Borough as to acreage, quality of title or conditions of the property, and descriptions of the property are intended as a general guide only and may not be accurate. The Borough disclaims and the purchaser shall waive any and all warranties, express or implied, with regard to the acreage, conditions, uses and quality of the subject lands and premises, and the foregoing disclaimer and waiver will survive closing

(i) In the event the Borough is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Borough will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. Notice of any alleged defect in title or claim of unmarketability must be served on the Borough Clerk by the purchaser, in writing no later than 20 days after the sale is approved by the Mayor and Council of the Borough of Andover; and failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition. Further, the acceptance of a deed by the purchaser from the Borough shall extinguish any claims that said purchaser may have against the Borough of Andover in connection with the quality of title conveyed.

(j) A portion of the subject property receives the benefit of farmland assessment. The successful bidder shall be responsible for any and all rollback taxes related to the subject property and shall indemnify and hold harmless the Borough of Andover regarding same.

(k) At closing, the purchaser shall verify in writing that purchaser shall indemnify and hold harmless the Borough of Andover, its officials, employees, representatives and agents, as to all claims, expenses, damages, attorney's fees and costs related to or arising out of the condition of the property.

(l) Successful bidders agree to pay by the time of closing the balance of the purchase price together with \$350 for the cost of preparation of all legal documents, including any special property description, plus the cost of advertisement of the sale, the cost of recording Deeds, which shall be

recorded by the Borough Attorney, and all prorated real estate taxes for the balance of the current year as of the date of closing. At the time of closing, successful bidders shall also pay a buyer's premium in the amount of 10 percent of the bid amount to the auctioneer designated by the Borough to conduct the sale. Successful bidders agree to abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from or realization of said regulations. Successful bidders agree 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 assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.

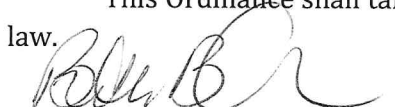
(m) The Borough reserves the right to waive any and all defects and informalities in any proposal and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Borough. No bid shall be considered finally accepted until passage of a resolution by the Mayor and Council of the Borough of Andover accepting same.


(n) The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Borough of Andover.

(o) No employee, agent or officer of the Borough of Andover has any authority to waive, modify or amend any of the conditions of the sale.

(p) A public notice of sale shall be published in the Borough's official newspaper at least once a week for two consecutive weeks, the last publication being no earlier than seven (7) days prior to the date set forth for the public sale, which notice shall contain the conditions of this sale in accordance with N.J.S.A. 40A:12-13(a).

This Ordinance shall take effect upon final passage, approval and publication as required by law.



Beth Brothman, Borough Clerk


John Morgan, Mayor

NOTICE

NOTICE IS HEREBY GIVEN that the attached Ordinance was introduced at a regular meeting of the Mayor and Council of the Borough of Andover, Sussex County, New Jersey, held on the 12th day of December 2022 and passed on first reading, and that such Ordinance will be further considered for final passage and adoption at the meeting of the Mayor and Council to be held on the 28th day of December 2022 at the Borough Hall, 137 Main Street, in the Borough of Andover, at 7:00 p.m., and that at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance.

Date:


Beth Brothman, RMC
Andover Borough Clerk