

**BOROUGH OF NEW PROVIDENCE  
ORDINANCE 2025-18**

**AN ORDINANCE OF THE BOROUGH OF NEW PROVIDENCE  
AUTHORIZING THE SALE OF PROPERTY KNOWN AS  
BLOCK 185 LOT 23.01 NO LONGER NEEDED FOR PUBLIC USE**

**WHEREAS**, the Borough of New Providence is the owner of Block 185 Lot 23.01 on the Borough Tax Map (referred to herein as "Property") also known as 705 Central Avenue, Unit 1; and

**WHEREAS**, the Borough has leased said Property to Summit Speech School for a number of years which Lease continues in effect; and

**WHEREAS**, the Borough has determined that the Property is not needed for municipal purposes and is of such a condition that the Borough no longer wishes to maintain such Property; and

**WHEREAS**, Summit speech School is an incorporated, non-profit organization created for the principal purpose of education or treatment of persons with developmental disabilities; and

**WHEREAS**, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., allows the sale of municipally owned property at a private sale to an non-profit organization created for the principal purpose of education or treatment of persons with developmental disabilities at nominal consideration conditioned upon such sale containing a limitation that such lands or buildings shall be used only for purposes of such organization or association and to render such services or to provide such facilities as may be agreed upon, and further conditioned that if such land or buildings are not used in accordance with such limitations, title shall revert to the municipality; and

**WHEREAS**, the Mayor and Council are of the opinion that the criteria set forth in the statute are present; and

**WHEREAS**, the Mayor and Council are of the opinion that the Property is not useful to the Borough and has a value of \$1.00 to the Borough, and are further of the opinion that the sale of the Property to Summit Speech School is in furtherance of a commendable purpose;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of New Providence, County of Union, State of New Jersey as follows:

1. The Mayor and Council hereby authorize the sale of the Property identified herein to the Summit Speech School for a price of \$1.00 on condition that Summit Speech School continuously use the Property for the principal purpose of education or treatment of persons with developmental disabilities;

2. The Borough Clerk shall advertise the sale of the Property in the official newspaper of the Borough within five days following the enactment of this Ordinance;

3. The Property shall be sold "as is" and "where as" without representations or warranties and subject to existing restrictions of record;

4. The Borough Attorney is hereby authorized to prepare the necessary closing documents to convey the Property to the Summit Speech School, including a Deed which shall contain a reversionary clause stating that in the event the Summit Speech School ceases to use the Property for their principal purpose of education or treatment of persons with developmental disabilities, title to the Property shall revert to the Borough;


5. The Mayor and Borough Clerk are hereby authorized to sign all necessary closing documents; and

6. This Ordinance shall take effect immediately after adoption and publication in the manner provided by law.

Introduction: December 2, 2025  
Public Hearing: December 16, 2025  
Adopted: December 16, 2025

BOROUGH OF NEW PROVIDENCE  
COUNTY OF UNION  
STATE OF NEW JERSEY

Attest:

  
\_\_\_\_\_  
Denise Brinkofski, Borough Clerk

  
\_\_\_\_\_  
Allen Morgan, Mayor

Prepared by:

\_\_\_\_\_  
Paul R. Rizzo, Esq.

### **CONTRACT FOR SALE OF REAL ESTATE**

THIS CONTRACT FOR SALE OF REAL ESTATE is made on \_\_\_\_\_, 2025,

BETWEEN: Summit Speech School  
705 Central Avenue  
New Providence, NJ 07974

("Summit").

AND: Borough of New Providence  
360 Elkwood Avenue  
New Providence, NJ 07974

A Municipal Corporation of the State of New Jersey (the "Borough").

1. Purchase Agreement. The Borough agrees to sell and Summit agrees to buy property known as Block 185 Lot 23.01 on the Borough of New Providence Tax Map, also known as 705 Central Avenue Unit 1.
2. Property. The property to be sold consists of the land and all improvements thereon.
3. Purchase Price. The Borough has agreed to sell the subject property in consideration of payment of \$1.00.
4. Time and Place of Closing. The closing date is to be November 30, 2025. The closing will be held at a location as agreed by the parties.
5. Transfer of Ownership. At the closing, the Borough will transfer ownership of the property to Summit. This transfer of ownership will be free of all claims and rights of others except as provided in other parts of this Contract. The Borough will give Summit a properly executed deed and an adequate affidavit of title.
6. Ownership. The Borough agrees to transfer and Summit agrees to accept ownership of the property free of all claims and rights of others, except for:
  - a. The rights of utility companies to maintain pipes, poles, cable and wires over, on and under the street, the part of the property next to the street or running to any improvement on the property; and
  - b. Recorded agreements which limit the use of property, unless the agreements: (i) are presently violated; (ii) provide that the property would be forfeited if they were

violated; or (iii) unreasonably limit the normal use of the property.

In addition to the above, the ownership of Summit must be insurable at regular rates by any title insurance company authorized to do business in the State of New Jersey subject only to the above exceptions.

7. Correcting Defects. If the property does not comply with Paragraphs 5 or 6 of this Contract, the Borough will be notified and given thirty (30) days to make it comply. If the property still does not comply after that date, Summit may cancel this Contract or give the Borough more time to comply.
8. Type of Deed. The Borough agrees to provide and Summit agrees to accept a deed known as Bargain and Sale with Covenants against the Grantor's Acts. The parties agree and acknowledge that State statute, N.J.S.A. 40A:12-212, allows a municipality to convey property to a non-profit organization for nominal consideration and based upon certain conditions. One such condition is that the purchase must be a non-profit organization organized for the principal purpose of education or treatment of persons with developmental disabilities and any deed transferring the property to such organization must include a clause stating that if the organization ceases to use the property for the agreed purpose, the property shall revert to the municipality. The parties acknowledge that such reversionary clause shall be included in the Deed from the Borough to Summit.
9. Physical Condition of the Property. This property is being sold "as is". The Borough does not make any claims or promises about the condition or value of any of the property included in this sale.
10. Inspections. Summit acknowledges that the property is being sold in an "as is" condition, and that this Contract is entered into based upon the knowledge of Summit as to the value of the land and whatever buildings are on the property and not on any representation made by the Borough. Therefore, Summit, at Summit's sole cost and expense, is granted the right to have the building and all other aspects of the property inspected and evaluated by qualified inspectors for the purpose of determining the existence of any defects or environmental conditions, including, but not limited to infestation of damage by wood-boring insects, structural defects, roof, basement, mechanical equipment, such as heating, air conditioning and electrical systems, sewerage, and plumbing. If Summit chooses to make inspections referred to in this paragraph, such inspections must be completed and written reports, including a list of repairs Summit requests, must be furnished to the Borough within 20 calendar days of execution of this Contract. If Summit fails to furnish such written reports to the Borough within 20 calendar days as specified in this paragraph, this contingency clause shall be deemed waived by Summit and the property shall be deemed acceptable to Summit.

If any physical defects or environmental conditions are reported by the qualified inspectors to Summit within the 20 calendar days after execution of this Contract, the Borough shall then have seven calendar days after receipt such report to notify Summit, in writing, that the Borough shall correct or cure any of the defects set forth

in such reports. If the Borough fails to notify Summit of their agreement to so cure and correct, such failure to notify shall be deemed to be a refusal by the Borough to cure and correct such defects. If the Borough fails to agree to cure or correct such defects, or they are incurable and of such significance as to unreasonably endanger the health of occupants of the property, Summit shall then have the right to void this Contract by notifying the Borough, in writing, within seven calendar days thereafter. If Summit fails to void the Contract within the seven calendar day period, Summit shall have waived Summit's right to cancel the Contract and this Contract shall remain in full force and effect and the Borough shall be under no obligation to cure or correct any of the defects set forth in the inspections. If the Borough agrees to correct or cure defects, all such repair work shall be completed by the Borough prior to closing of title.

11. Risk of Loss. The Borough is responsible for any damage to the property, except for normal wear and tear, until the closing.
12. Real Estate Broker. The parties each represent to the other that no real estate broker was involved in this transaction. In the event that a claim is made by a real estate broker, each party will indemnify the other if a real estate broker makes a claim that this transaction was procured on behalf of that party.
13. Possession. Unless otherwise stated in this contract, at the closing the Summit property.
14. Notices. All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract and to that party's attorney.
15. Cancellation of Contract. If this Contract is legally and rightfully canceled, the parties will be free of liability to each other.

SIGNED AND AGREED TO BY:

Witnessed or Attested by:

Summit Speech School

\_\_\_\_\_

By:\_\_\_\_\_

Dated:\_\_\_\_\_

Borough of New Providence

\_\_\_\_\_

By:\_\_\_\_\_  
Al Morgan, Mayor

Dated:\_\_\_\_\_

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