

RESOLUTION NO. 2015204

RE: PUBLIC AUCTION OF PROPERTIES ACQUIRED BY THE COUNTY THROUGH IN REM PROCEDURE AND AUTHORIZATION TO EXECUTE QUITCLAIM DEEDS RETURNING THE PROPERTY BACK TO FORMER LANDOWNERS PURSUANT TO THE DUTCHESS COUNTY LAND DISPOSITION POLICY

LEGISLATORS BOLNER, JETER-JACKSON, SAGLIANO, and FARLEY offer the following and move its adoption:

WHEREAS, pursuant to Article 11 of the Real Property Tax Law in the matter of the foreclosure of tax liens by proceeding In Rem, the County of Dutchess has acquired title to certain parcels of real property as listed and annexed hereto on Exhibit "A", and

WHEREAS, by Resolution No. 244 of 1997 the Dutchess County Legislature adopted a Land Disposition Policy, and

WHEREAS, the Land Disposition Policy grants to the former landowner an exclusive right to repurchase their former parcels for the payment of all outstanding taxes, interests, penalties and fees authorized by law, and

WHEREAS, by Resolution No. 2015178, the Dutchess County Legislature extinguished the former owner's right to re-acquire the property located at Greentree Drive and Route 9G in the Town of Hyde Park (Tax Map #133200-6165-02-547872-0000) before the auction, and

WHEREAS, the Commissioner of Finance has recommended the public sale of the remaining parcels at a public auction to be conducted pursuant to the provisions of this resolution and the Terms of Sale in essentially the form as annexed hereto as Exhibit "B", and

WHEREAS, Legislative approval is required for the transfer of real property owned by the County of Dutchess, now, therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized and empowered to sell the parcels listed and annexed hereto, at a public auction to be conducted at the Poughkeepsie Grand Hotel, Poughkeepsie, New York on or about October 14, 2015, by an auctioneer under the direction of the Commissioner of Finance, and be it further

RESOLVED, that the Commissioner of Finance shall have the discretion to waive the fee authorized by RPTL 1102 where deemed economically desirable for the County, and be it further

RESOLVED, that the Commissioner of Finance shall give public notice of such sale as she may deem appropriate, and be it further

RESOLVED, that the County Executive and the Clerk of the County Legislature are hereby authorized and empowered to execute quitclaim deeds on behalf of the County of Dutchess conveying the parcels of real property which are either sold at public auction to the purchasers thereof or repurchased by former landowner thereof, and be it further

RESOLVED, that pursuant to Resolution No. 2015178, the former owner of the property located at Greentree Drive and Route 9G in the Town of Hyde Park (Tax Map #133200-6165-02-547872-0000) shall have no right to re-acquire this property before the auction.

CA-132-15
CEN/kvh/R-0324-C
7/20/15
Fiscal Impact: See attached statement

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 10th day of August 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 10th day of August 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: Favorable - Parcels will be put back on tax rolls.

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Heidi Seelbach, Commissioner of Finance

Prepared On: 7/21/15

Exhibit "A"
Assessed Owner (Prior)

Grid Number

Town of Amenia

1	JEAN-PAUL PERRAULT	132000-7067-16-881285-0000
2	JEAN-PAUL PERRAULT	132000-7067-16-883288-0000
3	CARROLL HELENE	132000-7067-20-932218-0000
4	CUMMINGS DONALD	132000-7164-00-698659-0000
5	CUMMINGS DONALD G	132000-7164-00-991212-0000
6	TOMPKINS JAMES H	132000-7167-13-216456-0000
7	O'CONNELL WILLIAM	132000-7167-14-416355-0000

Town of Beekman

8	PEREIRO RAMON	132200-6558-00-847802-0000
9	FORTE JOHN	132200-6558-12-982657-0000
10	KORWATCH JAMES KORWATCH JENNIFER	132200-6558-12-991574-0000
11	OTTO WILLIAM JR	132200-6659-00-025548-0000
12	298 ATLANTIC LLC	132200-6758-02-747708-0000
13	DALY JOHN	132200-6759-00-451436-0000
14	HALBRO HOLDING CORP	132200-6858-00-320048-0000
15	MAHARAJ-MIKIEL INDRIA	132200-6859-00-720171-0000

Town of Clinton

16	RJR REAL ESTATE HOLDINGS LLC	132400-6469-10-359613-0000
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Town of Dover

17	OMNIUM TREND LLC	132600-6961-00-796523-0000
18	SMITH LESLIE W	132600-7059-02-770554-0000
19	HEARN JULE M HEARN ROBERT M	132600-7063-16-877311-0000
20	OMNIUM TREND LLC	132600-7162-00-506465-0000
21	HEARN DOUGLAS E	132600-7163-13-026441-0000

Town of East Fishkill

22	VIVIANI CATELLO	132800-6357-01-132793-0000
23	WEBB MICHEAL	132800-6357-04-522487-0000
24	HAMILTON DENNIS	132800-6357-04-565178-0000
25	WRUBEL ROSEMARIE WRUBEL STEPHEN J	132800-6454-00-050910-0000
26	WRUBEL ROSEMARIE WRUBEL STEPHEN J	132800-6454-00-095964-0000
27	M V M HOLDINGS LLC	132800-6454-00-759904-0000
28	STANLEY REGINA STANLEY RICHARD	132800-6455-02-694723-0000
29	ZANETTI DANIEL J ZANETTI MICHAEL E	132800-6455-02-735845-0000
30	LAMPI JIM	132800-6456-02-528631-0000
31	CONLON KAREN CONLON MICHAEL J	132800-6457-01-250849-0000
32	PEREIRO RAMON	132800-6457-03-157442-0000
33	WELLS JOHN A	132800-6458-08-755903-0000
34	BOATENG VICTORIA	132800-6459-19-670078-0000
35	BOATENG VICTORIA	132800-6459-19-675079-0000
36	BOATENG VICTORIA	132800-6459-19-680080-0000
37	ERICKSON EDWARD M ERICKSON TERESA M	132800-6555-00-605374-0000
38	JEAN-PAUL PERRAULT	132800-6556-00-713166-0000
39	MCDONALD JAMES S STAUDOHR KEITH C	132800-6558-02-830784-0000
40	PORTMAN BRETT A PORTMAN LANCE N ETAL	132800-6656-00-270380-0000
41	CARDOZA ANGEL	132800-6656-00-557186-0000
42	GOLISANO DOLORES M GOLISANO SALVATORE	132800-6656-00-984188-0000
43	KOEHLER MARTIN F	132800-6658-03-072328-0000
44	HAMILTON DENNIS L	132800-6755-01-114985-0000
45	TOMPKINS JAMES H	132800-6755-01-345578-0000
46	AVITAL JOHN PAUL	132800-6755-04-504458-0000
47	PEREIRO RAMON	132800-6755-04-586415-0000
48	KARDIAS JAMES	132800-6755-04-627365-0000
49	KONSTANTINOFF VERA	132800-6755-04-905484-0000

Town of Fishkill

50	MUKHERJEE AMIYO	133001-6255-01-209872-0000
51	KALTSOUNIS ROBERT	133089-5953-08-785751-0000
52	AGUILAR EDGAR O	133089-6054-08-978854-0000
53	ZARRILLI GRACE TRUSTEE	133089-6055-02-818809-0000
54	298 ATLANTIC LLC	133089-6154-00-423430-0000
55	COE HARRIET COE LEON	133089-6155-03-225198-0000
56	COE HARRIET COE LEON	133089-6155-03-228203-0000
57	CRAIG CHARLES W DONALD W Verna FREEMAN	133089-6156-02-614531-0000
58	JEAN-PAUL PERRAULT	133089-6255-00-163206-0000
59	SCHENK CHRIS	133089-6256-02-994786-0000
60	PENTZ KAREN A SEE ALAN	133089-6356-01-224617-0000

Town of Hyde Park

61	MIKLER JOY W	133200-6064-02-682958-0000
62	ALLT WILLIAM S JR	133200-6065-04-848296-0000
63	ALLT DOLORES	133200-6065-04-857311-0000
64	ALLT DOLORES	133200-6065-16-800313-0000
65	KELLY CLAIRE RINALDI JOSEPH A	133200-6163-02-597503-0000
66	LE BOUF CAROLYNN D LE BOUF ROBERT H	133200-6163-02-608516-0000
67	JAEGER-ALLT DOLORES	133200-6164-01-009776-0000
68	TOWN CENTRE ESTATES LLC	133200-6165-01-100700-0000
69	TALWAR VINOD K	133200-6165-02-547872-0000
70	ALLT WILLIAM S JR	133200-6165-03-013270-0000
71	TEBBE CHARLES E III	133200-6165-03-147092-0000
72	GUERCIO JOHN R JR TRUST GUERCIO MARIE T TRUSTEE	133200-6165-03-410431-0000
73	GUERCIO SALLY PIZZARELLI JULIE	133200-6166-03-477077-0000
74	KITOVAS SPIRO	133200-6166-03-486105-0000
75	KITOVAS SPIRO	133200-6166-04-502122-0000
76	ALLT SEITH	133200-6167-03-002455-0000
77	TAYLOR JOAN K	133200-6167-04-702247-0000
78	HEALEY NAOMI FRANCES MESUDA DENISE MESUDA LELA	133200-6263-01-040620-0000
79	ELIZABETH MESUDA LIAM PATRICK	133200-6263-01-067532-0000
80	SCOTT RAYMOND C	133200-6263-01-195719-0000
81	WILLIAMS JOHN C WILLIAMS VICTOR	133200-6263-01-202680-0000
82	LANE DOROTHY ANNE	133200-6263-03-367390-0000
83	NEILSON LEA AMANDA G EXECUTRX	133200-6264-02-865581-0000
84	JEAN-PAUL PERRAULT	133200-6264-04-773349-0000
85	DELGADIO TODD R	133200-6265-01-204632-0000
86	WEILLER JEFFREY TRUSTEE	133200-6265-03-164133-0000
87	MEDIAONE OF GREATER N Y INC	133200-6266-19-671024-0000
87	MITCHELL JAMES MITCHELL SANDRA L	133200-6266-19-671024-0000

Town of LaGrange

88	PERRAULT JEAN PAUL	133400-6259-02-581943-0000
89	LAWRENCE ROBERT	133400-6360-01-147952-0000
90	TEDESCO PAUL	133400-6360-02-581685-0000
91	BUECHELE ALVIN BUECHELE VIRGINIA A	133400-6361-03-408492-0000
92	SPIAK WILLIAM	133400-6361-04-883005-0000
93	SWARTZ DORIS E	133400-6362-03-084172-0000
94	MARTINEZ REYNALDO	133400-6459-01-313916-0000
95	SENDZIMIR BERTHE	133400-6460-03-420199-0000
96	SENDZIMIR BERTHE	133400-6460-03-451161-0000
97	ELLIOTT ERNEST F	133400-6460-04-646485-0000
98	CATALIC VICTOR	133400-6461-01-073869-0000
99	VARNEY LESLIE	133400-6462-01-049817-0000
100	AGUILAR EDGAR O	133400-6462-02-638704-0000
101	DECKER KENNETH	133400-6559-02-516672-0000
102	SPADAFORA RONALD	133400-6560-02-501748-0000
103	CEBALLOS MORAYAMA CEBALLOS JUAN	133400-6560-02-593546-0000
104	RW THEW TRUST	133400-6560-03-458092-0000
105	DEMICHIEL MICHAEL J DEMICHIEL SUSAN K	133400-6562-03-456442-0000
106	CUNNINGHAM CUSTOM HOMES INC	133400-6660-01-054609-0000

Town of Milan

107	UNKNOWN	133600-6370-00-750896-0000
108	POTENZA FRANK J	133600-6470-00-174486-0000
109	OMNIUM TREND LLC	133600-6571-02-919555-0000
110	WERN ROBERT	133600-6571-04-848370-0000

111	WERN ROBERT	133600-6571-04-858393-0000
112	SMITH DONNA SMITH GORDON	133600-6571-04-910384-0000
113	SMITH DONNA SMITH GORDON	133600-6571-04-917390-0000

Town of NorthEast

114	CAROTHERS CASEY CAROTHERS ERIKA	133801-7271-18-470194-0000
115	LA MORTE VINCENT LA MORTE VITO	133889-7271-00-758530-0000
116	FINKLE MICHAEL P	133889-7271-05-035765-0000
117	FINKLE MICHAEL P	133889-7271-09-040746-0000

Town of Pawling

118	KONSTANTINOFF VERA	134089-6755-16-916482-0000
	TURNER FLORENCE LT WORON RUSSELL F RM WORON	
119	STANLEY RM	134089-6855-02-685597-0000
120	BECKMANN ALICE	134089-6856-00-125547-0000
121	SLUK LOUISE MAYER	134089-6856-00-761085-0000
122	BATTLE JOSEPH W	134089-6856-05-197831-0000
123	MANNINO GIUSEPPE	134089-6856-13-164498-0000
124	UNKNOWN	134089-6857-00-478332-0000
125	298 ATLANTIC LLC	134089-6957-03-221262-0000
126	HOAG BENJAMIN EST	134089-7057-00-515972-0000
127	BURDEN FRAN BURDEN JOSEPH	134089-7057-10-333591-0000
128	SCHNEIDERMAN ALISON SCHNEIDERMAN HAIG	134089-7158-00-624348-0000

Town of Pine Plains

129	LEE JOAN I	134200-6871-00-413933-0000
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Town of Pleasant Valley

130	BRINK WILBUR F	134400-6363-02-602962-0000
131	SEAMAN STANLEY	134400-6363-04-603346-0000
132	TSAMOYDAKIS BARBARA	134400-6365-02-799610-0000
133	SCOTT DONNA M SCOTT JOSEPH M	134400-6464-02-831959-0000
134	MORGAN GEORGE	134400-6464-03-330394-0000
135	LOVELACE JAMES R LOVELACE JOAN J	134400-6564-01-338772-0000
136	WILLIAMS MARJORIE E	134400-6564-03-155424-0000

Town of Poughkeepsie

137	AVITAL JOHN PAUL	134601-6158-14-286314-0000
138	298 ATLANTIC LLC	134689-6063-04-978300-0000
139	TOMPKINS JAMES H	134689-6159-01-153674-0000
140	PROTHRO VIVIAN C	134689-6159-02-695767-0000
141	WHITE DARRIN WHITE TOMASHA	134689-6159-02-996728-0000
142	GRVC PROPERTIES LLC	134689-6159-04-608173-0000
143	GISIANO JOHN (RM) MAZZIOTTO NICHOLAS L LT	134689-6159-04-920477-0000
144	NATHAN-MARCUS KATHRYN	134689-6160-21-064989-0000
145	KELLY SEAN P PORRAZZO COLLEEN A	134689-6161-03-101167-0000
146	RCT ENTERPRISES LLC	134689-6161-07-688870-0000
147	FINCH MARY FINCH ROBERT J	134689-6161-08-844983-0000
148	EKWEREKWU VERONA A	134689-6162-05-093887-0000
149	PINES SIDNEY	134689-6162-05-098868-0000
150	MACDERMOTT RAYMOND J	134689-6162-05-225773-0000
151	CLARKE BONNIE R CLARKE WALTER A	134689-6162-15-658473-0000
152	BOCK NORMA V	134689-6260-01-435839-0000
153	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-934714-0000
154	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-936823-0000
155	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-938687-0000
156	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-939798-0000
157	DM EQUITIES OF NEW YORK LLC	134689-6262-02-940747-0000
158	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-941778-0000
159	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-956884-0000
160	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-982746-0000
161	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-985783-0000
162	MAKAN LAND DEVL.PMT-ONE LLC	134689-6262-02-987833-0000
163	BURDINE BARBARA JANE BURDINE HENRY W	134689-6263-04-665066-0000

Town of Red Hook

164	HADDAD RANDOLPH J	134801-6272-10-250660-0000
165	HADDAD ARTHUR J HADDAD RANDOLPH J	134801-6272-10-277650-0000
166	HADDAD CHRISTIAN G HADDAD RANDOLPH J	134801-6272-10-470720-0000
167	HADDAD CHRISTIAN G HADDAD RANDOLPH J	134801-6272-10-474721-0000
168	HADDAD RANDOLPH J	134801-6272-11-561740-0000
	HADDAD COLLEEN ROSE HADDAD NICHOLAS C HADDAD	
169	RANDOLPH J	134801-6272-11-568722-0000
170	HADDAD NICHOLAS TRUSTEE	134801-6272-11-575746-0000
171	STICKLE EDWARD F	134889-6272-00-045200-0000
172	CHORNEY KARL T III	134889-6272-12-870634-0000

Town of Rhinebeck

174	MACKEY ELIZABETH G	135001-6169-07-620950-0000
175	EUPELL PATRICIA EUPELL TERRANCE	135089-6169-11-650721-0000
176	CSI DEVELOPERS HOLDINGS 9G LLC	135089-6171-00-797523-0000
177	AGUILAR EDGAR O	135089-6270-00-903921-0000
178	298 ATLANTIC LLC	135089-6371-00-004099-0000

Town of Stanford

179	FONTANELLI BARBARA FONTANELLI HUMBERT C ESTATE	135200-6567-15-672261-0000
180	TUCCILLO JOHN J	135200-6569-00-839901-0000
181	ALLT DOLORES	135200-6869-12-762524-0000

Town of UnionVale

182	PARLIMAN GERALD C	135400-6661-00-525289-0000
183	MANNINO GIUSEPPE	135400-6662-00-124037-0000
184	GRVC PROPERTIES LLC	135400-6862-00-922751-0000
185	MYER CHRISTOPHER E	135400-6962-00-108674-0000

Town of Wappingers

186	MENCONERI ANTONINA	135601-6157-06-332957-0000
187	IGLESIAS MELIZZA	135601-6157-22-213990-0000
188	HESSLER-NORMAN JEAN M	135601-6158-14-302265-0000
189	BLAIR DARRELL E	135601-6158-14-335373-0000
190	298 ATLANTIC LLC	135601-6158-14-470346-0000
191	STEPHANT ELIZABETH	135601-6158-17-139192-0000
192	NEDWELL ELIZABETH	135601-6158-17-149194-0000
193	MANNINO GIUSEPPE	135601-6158-18-363174-0000
194	CRAIG CHAS DONALD VERNA FREEMAN	135689-6156-02-603593-0000
195	BARRY TIMOTHY M	135689-6157-01-239875-0000
196	DAGNONG NICHOLAS	135689-6157-01-276805-0000
	MENCONERI ANTONINA LT MENCONERI KATHERINE RM MENCONERI PETER JR RM MENCONERI RAYMOND RM	
197	MENCONERI RICHARD RM	135689-6157-01-330935-0000
198	MENCONERI ANTONINA	135689-6157-01-336953-0000
199	MARSHALL MARIE S MARSHALL WESLEY JR	135689-6157-02-582728-0000
200	PASQUALE JANE E	135689-6158-11-607540-0000
201	LOPEZ CHRISTINE	135689-6256-02-718747-0000
202	SARIS EMANUEL F SARIS STEPHANIE V	135689-6257-01-477981-0000
203	ROUTE 55 PROPERTY LLC	135689-6259-02-554893-0000
204	WHITE JUNE S WHITE ROBERT J	135689-6356-01-085825-0000
205	MANNINO GIUSEPPE	135689-6359-02-539693-0000
206	MANNINO GIUSEPPE	135689-6359-04-543283-0000
207	S & Z DEVELOPERS CORP	135689-6359-04-958373-0000
208	GUERRA DANIEL	135689-6459-03-022192-0000

Town of Washington

209	BOOTH DOROTHY A	135801-6764-02-911834-0000
210	DOYLE-SMALLS ANN SMALLS TIMOTHY R	135889-6664-00-984543-0000
211	JAYSON JARROD MANFRO MAUREEN G	135889-6764-00-919760-0000
212	CASTRO ANNE CASTRO JOSE	135889-7063-06-431871-0000

Exhibit "B"

TERMS AND CONDITIONS OF SALE

TERMS FOR INTERNET BIDDING (in addition to standard terms below):

1. **Registration.** All bidders are required to register and to provide suitable I.D. (photo copy acceptable) prior to the auction. Auctioneer reserves the right to decline registration if I.D. is not sufficient. Notarized copy of bidder's signature on copy of bidder's valid driver's license or passport must be provided to auctioneer. **NO EXCEPTIONS.**
2. **Bidder Approval.** Download the "Internet Bidder Registration Packet" from the website (<http://www.nysauctions.com/auctions/IbidReg/Dutchess.pdf>). Complete all required information where highlighted by printing or signing legibly and return all completed documents with the funds described in paragraph two below to auctioneer/broker no later than 12:00 PM (noon) on Tuesday October 13, 2015, Eastern Standard Time. **NO EXCEPTIONS.**
3. **No Recourse.** Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold Dutchess County and/or Haroff Auction and Realty, Inc. and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Haroff Auction & Realty Inc. and Absolute Auctions & Realty, Inc. by the Provider.

STANDARD TERMS:

1. **Buyer's Premium.** Purchaser shall pay an eleven percent (11%) buyers premium (a 1% buyer's premium discount will be given for cash or guaranteed funds) in addition to the accepted bid price.
2. **Down Payment.** \$250 or 20% of the total contract price (contract price is the bid price + buyer's premium), whichever is higher, shall be paid as a down payment upon execution of a contract of sale immediately upon being declared the successful high bidder. **ONLY CASH, CREDIT CARD (MASTERCARD, VISA or DISCOVER CARD ONLY), MONEY ORDER OR BANK CHECK (Tellers/Cashiers Check) MADE PAYABLE TO "DUTCHESS COUNTY COMMISSIONER OF FINANCE" WILL BE ACCEPTED. NO EXCEPTIONS.**
3. **Closing Costs.** Purchaser shall pay the following closing costs: Filing Fee for Combined Gains Transfer Tax Affidavit of \$5, Filing Fee of \$5 for Town of Red Hook Transfer Tax, and all recording and other fees required by the Dutchess County Clerk. Fees are subject to change by law without further notice.
4. **Balance Due.** The balance due, including closing costs and the 2015-2016 School Tax, and Village Tax if any, shall be paid by cash, money order or bank check made payable to "Dutchess County Commissioner of Finance" on or before November 10, 2015. Credit Card payment is NOT acceptable for balance due. **TIME IS OF THE ESSENCE.** Failure to timely pay balance due shall constitute default and forfeiture of down payment.

5. **Recording Information.** Purchaser shall provide all information necessary for recording the deed and shall execute all required documents prior to close of auction.
6. **Deed.** Conveyance shall be by quitclaim deed, with the description of the property to be by tax grid number. The deed shall be recorded by the County after payment in full, and returned to purchaser by the County Clerk's Office. The County will only issue a deed in the name of the successful bidder, no exceptions.
7. **No Warranty.** (a) All real property, including any buildings thereon, is sold "AS IS", without any representation or warranty whatsoever, and is subject to: 1) any facts a survey or inspection of the parcel would disclose; 2) applicable zoning/land use/building regulations/easements of record or matters of public record; 3) all federal or state taxes, liens, delinquent water and/or sewer rents, other local charges, mortgages or judgments not extinguished from the parcel by foreclosure proceedings.
- (b) All informational material such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, and verbal descriptions are for identification purposes only and represent no warranty or guarantee as to accuracy or otherwise.
- (c) There is no representation, express or implied, as to condition of parcel, warranty of title, right of access, or suitability for a particular use. RESEARCH BEFORE YOU BID.
8. **No Recourse.** All sales shall be final and without recourse, and in no event shall Dutchess County and/or Haroff Auction & Realty, Inc. and/or Absolute Auction & Realty, Inc., be liable for any defects in title for any cause whatsoever. No claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns, against Dutchess County and/or Haroff Auction & Realty, Inc. and/or Absolute Auction & Realty, Inc., arising from this sale.
9. **Right of Withdrawal:** By Resolution No. 244 of 1997, the County of Dutchess adopted a Land Disposition Policy which provides that the former landowner has the exclusive opportunity to reacquire his/her property through the payment of all back taxes, fees and incurred interest cost after the conclusion of the *in rem* proceedings but only until 5:00 P.M. on the day prior to the next county auction of properties, subject to approval by the County Legislature. After that time the County shall not remove any properties from auction absent a direction to do so from a court of competent jurisdiction.
10. **Confirmation of Sale.** A bid shall be considered an offer to purchase subject to the acceptance of the County. If the bid is accepted, a contract of sale will be forwarded to the bidder for their records. No bid shall be considered unless the bidder fully complies with the Terms and Conditions of Sale. The following criteria will be used to determine the adequacy of the bid: (a) If the high bid on the parcel at auction meets or exceeds the outstanding taxes, costs, fees, due and owing, and the high bid is not substantially less than the assessed value of the parcel, it shall be accepted, (b) If the high bid fails to meet this standard it may still be accepted by the county after consideration of past auction history, results of the current auction and state of the housing market in the county. (c) If the high bid fails to meet the standards described above it shall be rejected. In all cases, written notice shall be given to the bidder by the Dutchess County Commissioner of Finance. **All balances are due on or before November 10, 2015.**
11. **Personal Property.** No personal property is included in the sale of any parcel by Dutchess County. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the recording of the deed.

12. **Auctioneer.** The auctioneer's decision regarding any disputes is final and the auctioneer reserves the right to reject any bid not considered an appreciable advance over the preceding bid.

13. **Evictions.** Evictions, if necessary, are the sole responsibility of the purchaser following the recording of the deed.

14. **Possession and Entry.** The purchaser shall not take possession of nor enter upon the parcel until recording of the deed by Dutchess County.

15. **Prohibitions.** (a) The owner of a particular parcel immediately prior to the foreclosure action shall not be allowed to bid on that parcel at auction. (b) No person (or spouse) employed in the offices of the County Executive, County Attorney, Finance, Real Property Tax or who is a member of the Dutchess County Legislature or who is an auctioneer, member of his family or his employee shall be allowed to bid upon or purchase a parcel at auction.

16. **No Assignment.** The successful bidder shall have no right to assign the right to complete the purchase. Any attempted assignment shall be void and given no effect by the County.

17. **Risk of Loss Provision.** Buyer assumes risk of loss as of the date final payment is made.

18. **Right to Maintain Order and Decorum.** The auctioneer reserves the right to revoke permission to bid and remove any individual from the auction whose behavior is deemed disruptive to the safe and efficient administration of the auction.

19. **Disqualification for Failure to Execute Bid.** Any bidder including back-up bidders who refuse to execute their bid for a particular parcel, shall be prohibited from bidding for that same parcel in any subsequent round of bidding for said parcel.

I accept these Terms and Conditions of Sale:

Bidder Number

Bidder's Printed Name
Dated:

Bidder's Signature

McKinney's Consolidated Laws of New York Annotated
Real Property Tax Law (Refs & Annos)
Chapter 50-a. Of the Consolidated Laws
Article 11. Procedures for Enforcement of Collection of Delinquent Taxes (Refs & Annos)
Title 1. Short Title; Definitions; Application

McKinney's RPTL § 1102

§ 1102. Definitions

Currentness

When used in this article:

1. "Charges" or "legal charges" means:

(a) the cost of the mailing or service of notices required or authorized by this article;

(b) the cost of publication of notices required or authorized by this title;

(c) the amount of any interest and penalties imposed by law;

(d) the cost of recording or filing legal documents required or authorized by this article; and

(e) the reasonable and necessary cost of any search of the public record required or authorized to satisfy the notice requirements of this article, and the reasonable and necessary expenses for legal services of a tax district in connection with a proceeding to foreclose a tax lien; provided, that: (i) a charge of up to one hundred fifty dollars per parcel shall be deemed reasonable and necessary to cover the combined costs of such searches and legal expenses, and such an amount may be charged without substantiation, even if salaried employees of the tax district performed the search or legal services; and (ii) a tax district may charge a greater amount with respect to one or more parcels upon demonstration to the satisfaction of the court having jurisdiction that such greater amount was reasonable and necessary.

(f) Charges shall be deemed a part of the delinquent tax for purposes of redemption.

2. "Delinquent tax" means an unpaid tax, special ad valorem levy, special assessment or other charge imposed upon real property by or on behalf of a municipal corporation or special district, plus all applicable charges, relating to any parcel which is included in the return of unpaid delinquent taxes prepared pursuant to section nine hundred thirty-six of this chapter or such other general, special, or local law as may be applicable. In no event, however, shall "delinquent tax" include any unpaid tax or other charge against lands owned by the state.

3. "Enforcing officer" means any elected or appointed officer of any tax district empowered or charged by law to enforce the collection of tax liens on real property; provided, however, that (a) where no law provides otherwise, the enforcing officer shall be (i) in a county which is a tax district, the county treasurer or commissioner of finance, (ii) in a city which is a tax district, the official so empowered or charged by the city charter, (iii) in a village which is a tax district, the village treasurer, and (iv) in a town which is a tax district, the town supervisor; and (b) when the duties and powers of an "enforcing officer" are vested in two or more elected or appointed officials, the governing body of the tax district shall designate which of such officials shall act as enforcing officer for the purposes set forth in this article. The enforcing officer and other officials of the tax district who have responsibilities affecting the enforcement process shall work cooperatively to facilitate the enforcement process.

4. "Lien date" means the date on which the tax or other legal charges represented thereby became a lien, as provided by section nine hundred two of this chapter or such other general, special or local law as may be applicable, provided, that when the taxes of a school district are enforced by a tax district without being relieved by the tax district, and the lien date of the school district taxes differs from the lien date of the taxes of the tax district which are levied upon the same assessment roll, the later of the two such dates shall be deemed to be the lien date for purposes of this article.

5. "Person" means an individual, a corporation (including a foreign corporation and a municipal corporation), a joint stock association, a partnership, the state, and any other organization, state, government or county which may lawfully own property in the state.

6. "Tax district" means: (a) a county, other than (i) a county for which the cities and towns enforce delinquent taxes pursuant to the county administrative code, or (ii) a county wholly contained within a city;

(b) a city, other than a city for which the county enforces delinquent taxes pursuant to the city charter;

(c) a village, other than a village for which the county enforces delinquent taxes pursuant to section fourteen hundred forty-two of this chapter; or

(d) a town in a county in which towns enforce delinquent taxes pursuant to the county administrative code.

Credits

(L.1958, c. 959. Amended L.1993, c. 602, § 5; L.1994, c. 532, § 6; L.1995, c. 579, § 2.)

Notes of Decisions (2)

McKinney's R. P. T. L. § 1102, NY RP TAX § 1102
Current through L.2015, chapters 1 to 79.

Roll call on the foregoing resolution (#243) resulted as follows:

AYES: 33 NAYS: 0

ABSENT: 2 - Bleakley O'Neill, Hammond

Resolution adopted.

RESOLUTION NO. 244 OF 1997

**RE: ADOPTING THE RECOMMENDATIONS OF THE AD HOC
COMMITTEE ON LAND DISPOSITION AS COUNTY POLICY**

Legislators KENDALL, KLOSE, and KNAPP offer the following and move its adoption:

WHEREAS, on April 22, 1997, the Dutchess County Legislature formed a committee known as the Ad Hoc Committee on Land Disposition, and

WHEREAS, said committee consists of Dutchess County Legislators and elected and appointed officials, and

WHEREAS, on June 10, 1997, said committee filed a report with the Dutchess County Legislature with respect to land disposition outlining a policy with respect thereto, and

WHEREAS, the Dutchess County Legislature has examined the policy as outlined in said report, now, therefore, be it

RESOLVED, that the land disposition policy of Dutchess County with respect to property acquired by the county through in rem tax proceedings is as follows:

- 1) The county will extend to the former landowner an exclusive opportunity to reacquire his/her property by payment of all back taxes, fees, and accrued interest costs after the conclusion of the in rem proceedings, but only until 5:00 p.m. on the day prior to the next county auction of properties, subject to approval of the Legislature.

2) Following the completion of the *in rem* proceedings, the Department of Real Property Tax shall circulate, to all municipal entities of Dutchess County, a list of all available properties, along with a copy of this policy, in order to provide an opportunity for municipalities to acquire county-owned property for legitimate public purpose. The municipality must notify, by resolution, the Commissioner of Finance and the Clerk of the Legislature by 5:00 p.m. on the day prior to the auction of its interest. The resolution must set forth the purpose or municipal need for the property. Upon receipt of the resolution, the Commissioner of Finance shall withdraw the property from the auction. Within 60 days of the receipt of the resolution from the municipality, the municipality must provide payment in full to the Commissioner of Finance. Transfer of the property shall be subject to the approval of the Legislature. If transfer does not occur, the property will be held until the next available auction. Withdrawal from the auction for municipal interest shall not extend the former landowner's exclusive right to reacquire.

3) Subsequent to the auction the Commissioner of Finance may negotiate a private sale of property that was not sold at auction. The Economic Development Corporation shall notify the Commissioner of Finance and the Clerk of the Legislature of any interest it may have in marketing any property that may have economic development potential. The Commissioner of Finance shall inform the Clerk of the Legislature of all reasonable and appropriate written offers for county-owned property along with the outstanding liabilities of the county on said parcel. Any private sale is subject to the approval of the Legislature.

4) Notwithstanding the above policy, the county may continue to retain parcels acquired through the *in rem* procedure in order to further its legitimate municipal purposes. The county may also transfer title of acquired property to duly constituted public authorities in order to further municipal purposes, subject to the approval of the Legislature.

June 12, 1997
Land Disposition Policy

Objective:

To return property acquired by the county through the *in rem* process to taxable status as quickly as possible at minimal cost to the county while also providing a mechanism for the intermunicipal transfer of property to meet legitimate municipal purposes.

Findings:

- The county continues to be well served by the use of public auction to dispose of properties acquired through the *in rem* procedure.
- The county recognizes the legitimate public purposes of local municipalities and should continue to circulate a list of available properties to all municipal entities in Dutchess County.
- In order to meet the economic development needs of Dutchess County, the list of available properties should be circulated to the Economic Development Corporation (EDCC) for its review and potential marketing services.
- The county recognizes the potential hardship on the part of the former landowner who has lost property and should extend to said landowner a reasonable opportunity after the *in rem* proceeding to reacquire his/her property.

Procedures:

- 1) The county will extend to the former landowner an exclusive opportunity to reacquire his/her property by payment of all back taxes, fees, and accrued interest costs after the conclusion of the *in rem* proceedings, but only until 5:00 p.m. the day prior to the next county auction of properties, subject to approval of the Legislature.
- 2) Following the completion of the *in rem* proceedings, the Department of Real Property Tax shall circulate, to all municipal entities of Dutchess County, a list of all available properties, along with a copy of this policy, in order to provide an opportunity for municipalities to acquire county-owned property for legitimate public purpose. The municipality must notify, by resolution, the Commissioner of Finance and the Clerk of the Legislature by 5:00 p.m. of the day prior to the auction of its interest. The resolution must set forth the purpose or municipal need for the property. Upon receipt of the resolution, the Commissioner of Finance shall withdraw the property from the auction. Within 60 days of the receipt of the resolution from the municipality, the municipality must provide payment in full to the Commissioner of Finance. Transfer of the property shall be subject to the approval of the Legislature. If transfer does not occur, the property will be held until the next available auction. Withdrawal from the auction for municipal interest shall not extend the former landowner's exclusive right to reacquire.

- 3) Subsequent to the auction the Commissioner of Finance may negotiate a private sale of property that was not sold at auction. The Economic Development Corporation shall notify the Commissioner of Finance and the Clerk of the Legislature of any interest it may have in marketing any property that may have economic development potential. The Commissioner of Finance shall inform the Clerk of the Legislature of all reasonable and appropriate written offers for county-owned property along with the outstanding liabilities of the county on said parcel. Any private sale is subject to the approval of the Legislature.
- 4) Notwithstanding the above policy, the county may continue to retain parcels acquired through the in rem procedure in order to further its legitimate municipal purposes. The county may also transfer title of acquired property to duly constituted public authorities in order to further municipal purposes, subject to the approval of the Legislature.

Roll call on the foregoing resolution (#244) resulted as follows:

AYES: 33 NAYS: 0

ABSENT: 2 - Bleakley O'Neill, Hammond

Resolution adopted.

RESOLUTION NO. 245 OF 1997

RE: DISPOSITION OF MONIES OBTAINED FROM FUTURE SALE OF STAATSBURG RESERVOIR, PREVIOUSLY OBTAINED BY DUTCHESS COUNTY, VIA TAX FORECLOSURE AND CURRENTLY UNDER COUNTY STEWARDSHIP

Legislator HEILMANN offers the following and moves its adoption:

WHEREAS, the customers of the Staatsburg Water Co., had, in good faith, since 1900, paid their water bills, to the then owner(s), in part for maintaining the system, and all of the other company assets, to include the reservoir and all other company property, and

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2015178

RE: AUTHORIZING THE SALE OF PROPERTY LOCATED
AT GREENTREE DRIVE AND ROUTE 9G IN THE
TOWN OF HYDE PARK

Legislators HUTCHINGS, BOLNER, FARLEY, IGNAFFO, and PERKINS offer the following and move its adoption:

WHEREAS, a parcel located in the Town of Hyde Park, which is designated as tax map number 133200-6165-02-547872-0000 (hereinafter the "Property") is a subject parcel of Dutchess County's 2015 *in rem* foreclosure proceeding to enforce delinquent taxes, and

WHEREAS, the record owner of the Property has failed to pay property taxes since 2005, and

WHEREAS, the Town of Hyde Park desires to assume ownership of this Property and upon doing so shall put the Property to public use, and

WHEREAS, the Town of Hyde Park shall remediate the Property which is in a blighted condition, and

WHEREAS, prior to the transfer of ownership, the Town Board of the Town of Hyde Park shall submit a resolution to the County stating its intent to acquire the Property and use it exclusively for a public purpose, and

WHEREAS the Town shall tender the sum of \$1.00 and other good and valuable consideration to the Dutchess County Commissioner of Finance for any right, title and interest the County will acquire in and to the above Property at the culmination of the *in rem* foreclosure proceeding, and

WHEREAS, although Resolution No. 244 of 1997 (Land Disposition Policy) confers upon the former landowner an exclusive right to reacquire the Property until 5:00 pm the night before the *in rem* foreclosure auction, since the record owner has not paid taxes on the Property since 2005, in this instance the County is desirous of extinguishing the former owner's right to reacquire this Property immediately following the County's acquisition of title to the Property, now therefore be it

RESOLVED, the County Executive is hereby authorized to execute an agreement with the Town of Hyde Park, in substantially the same form as attached hereto and made a part hereof, transferring ownership of the Property described herein subject to the contingencies of the contract of sale, and be it further

RESOLVED, that the County Executive is hereby authorized to execute the three (3) party contract between the County, Town of Hyde Park and State of New York which is referred to as Exhibit A attached to the Contract of Sale, and be it further

RESOLVED, that the County Executive is hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County a quitclaim deed to the Town of Hyde Park, immediately upon the County acquiring title to the Property by reason of its *in rem* foreclosure proceeding, and be it further

RESOLVED, that the record owner's exclusive right to reacquire the Property, pursuant to (Resolution No. 244 of 1997) is extinguished with regard to this Property.

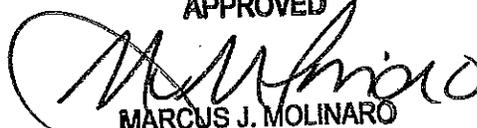
CA-116-15

CEN/kvh/G-0194

06/18/15

Fiscal Impact: See attached statement

APPROVED



MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 7/13/2015

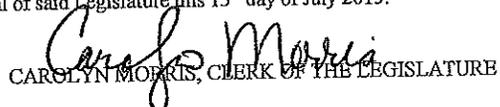
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of July 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of July 2015.



CAROLYN MORRIS, CLERK OF THE LEGISLATURE

EXHIBIT A

In the Matter of the Investigation and
Remediation of Real Property Pursuant to
Article 12 of the Navigation Law, by the

AGREEMENT

REGARDING TAX
FORECLOSURE SALE

**TOWN OF HYDE PARK,
COUNTY OF DUTCHESS**

WHEREAS:

1. The New York Environmental Protection and Spill Compensation Fund (the "Fund") was created by Navigation Law § 179. The Administrator of the Fund is authorized to settle claims on behalf of the Fund. (Navigation Law § 180).

2. The County of Dutchess ("County") is a county, as defined in County Law 3, with its principal place of business located at 22 Market St., Poughkeepsie, NY 12601.

3. The Town of Hyde Park is a town located wholly within the County of Dutchess, State of New York, with its principal place of business located at 4383 Albany Post Rd., Hyde Park NY 12538.

3. Pursuant to Navigation Law Article 12, the State of New York has expended cleanup and removal costs at Route 9G and Greentree Drive, Hyde Park (Site or property) located in Dutchess County.

4. Navigation Law § 173 prohibits the discharge of petroleum, and Navigation Law § 181 provides that any person who discharges petroleum shall be strictly liable, without regard to fault, for all cleanup and removal costs.

5. The County is owed real property and school taxes together with accrued interest.

6. The County has commenced and desires to complete an In Rem Tax Foreclosure proceeding ("Foreclosure Proceeding") pursuant to Real Property Tax Law Article 11 with respect to the site.

7. The County is desirous of completing the Foreclosure Proceeding in order to transfer the property to the Town of Hyde Park for use as open green space, but is concerned that, should it take possession of the property, it may be deemed a responsible party under the strict liability provisions of Navigation Law Article 12.

8. The Town is desirous of removing the existing structure on the site and converting the site to open green space in order to reduce blight and enhance the existing residential neighborhood.

8. To date, the Fund has no knowledge of any fact which indicates that the County or Town is a responsible party under the strict liability provisions of Navigation Law Article 12.

9. The Fund, County and Town therefore agree that this Agreement is warranted in order to achieve the following goals:

- a. Release of the County and Town, and their eligible successors and assigns as set forth in Section II of this Agreement, from any and all liability for costs incurred by the Fund which have accrued as of the effective date of this Agreement, relating to the site; and
- b. Consideration to the Fund for offset for any costs the State may incur should additional clean up at the site be necessary.
- c. Removal of existing blight from residential neighborhood.

NOW THEREFORE, the Fund, Town and the County agree as follows:

I. Parties

A. County

- i. The County will foreclose on its tax lien in an in rem proceeding and transfer the property to the Town.
- ii. The County will obtain any necessary legislative resolutions or other legal prerequisites to effectuate this agreement.

B. Town

- i. The Town will pay the Fund \$10,000.00 as consideration for the release of liability. The check shall be made out to "New York Environmental Protection and Spill Compensation Fund" and mailed to Office of State Comptroller, New York Environmental Protection and Spill Compensation Fund, 110 State Street, 8th Floor, Albany, New York 12236.
- ii. The Town will obtain any necessary legislative resolutions or other legal prerequisites to effectuate this agreement.
- iii. The Town will remove the existing building on the property at its own expense and convert the property to open green space.

C. Fund

- i. The Fund will provide releases of liability to the County and Town as further specified in this agreement.
- ii. The Department of Environmental Conservation will complete any necessary cleanup of the petroleum contamination at the property in its discretion using Fund monies.

II. Foreclosure Proceeding

- A. To the extent allowed under Law, the County shall complete the Foreclosure Proceeding pursuant to RPTL Article 11. If the County does not complete the

foreclosure proceeding and take title to the subject property, this agreement shall terminate and there shall be no further obligation or liability to any of the parties by reason of this Agreement.

B. The property shall be delivered to the Town only. Should the County transfer the property to any other party except the Town, this agreement along with the release contained herein shall be void.

C. The County shall not deliver the tax deed or other instrument of ownership to the Town until the Town has paid the Fund.

III. Release of Liability

A. Upon completion of the Foreclosure Proceeding and after compliance by the County and Town with Section I of this Agreement, the Fund hereby, acquits, and forever discharges the County and Town from any legal or equitable rights, claims, actions, proceedings, suits, causes of action, liabilities or demands which the State asserted or could have asserted against the County and Town, for the cleanup and removal costs incurred by the State through the date of this Agreement, including interest thereon and applicable penalties, which specifically relate to the Discharge of petroleum product at the spill site known as Route 9G and Greentree Drive, Hyde Park, New York.

B. The release set forth in Paragraph A of this Section shall extend to the successors or assigns of the County and Town; provided however, that it shall not extend, nor can it be transferred to, any successor or assign of the County who is a person deemed responsible according to applicable principles of statutory or common law or to a

person with interest by either a business, contractual, familial or agency, relationship for the discharge of petroleum known as Route 9G and Greentree Drive, Hyde Park, New York.

- C. The Fund makes no agreements, promises, covenants, representations, or warranties regarding the past, present or future condition of the Site, including but not limited to any contamination, or other effects, resulting either directly or indirectly from the discharges at the Site.
- D. By this Agreement, the Fund releases the County and Town from any and all claims, losses, costs and expenses and liabilities, direct or indirect, that can be made by the State now or in the future under Article 12 of the Navigation Law or under any other State law, rule or regulation for clean-up costs associated with, arising out of, and/or relating to the condition of the site, including but not limited to any and all discharges occurring or existed prior to the date Dutchess County becomes the owner of the property by reason of the foreclosure action.

IV. Reservation of Rights

- A. Except as provided in Section II of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting the rights of the Fund with respect to any party other than the County and Town and their qualified successors and assigns with respect to the spill at Route 9G and Greentree Drive, Hyde Park, New York.
- B. Except as provided in Section II of this Agreement, the Fund explicitly reserves all rights with respect to any person, including the County and Town and their

successors or assigns, who is responsible according to applicable principles of statutory or common law for any discharge of petroleum at or on the property.

V. Miscellaneous

- A. By entering into this Agreement, the County and Town certify that, to the best of their knowledge and belief, they have not caused or contributed to a discharge of petroleum at the site.
- B. If the Fund determines that the information provided by the County or Town is not materially accurate or complete, this Agreement may be declared null and void and all rights that the Fund may have against the County and Town shall thereby be reinstated.
- C. The County and Town, for themselves and their employees, agents, lessees, successors and assigns, affirmatively waive any right to make a claim against the Fund pursuant to Navigation Law Article 12 with respect to the spill at Route 9G and Greentree Drive, Hyde Park and release the State of New York from any and all present or future claims, with respect to Route 9G and Greentree Drive, Hyde Park, New York.
- D. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right the County or Town otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or the County's insurers or Town's insurers, for payments made previously or in the future for cleanup and removal costs.
- E. If any party to this Agreement desires that any provision of the Agreement be

changed, that party shall make timely written application to all other parties to the Agreement, which application shall set forth the grounds for the relief sought.

- F. No term, condition, understanding or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by all parties to the Agreement. No informal advice, guidance, suggestion or comment by the Fund regarding any report, proposal, plan, specification, schedule or the like shall be construed as relieving the County or Town of their obligation to comply with any formal terms of this Agreement.
- G. The effective date of this Agreement shall be the date that the signature of the duly designated representative of the last of the three parties thereto is affixed.

VI. Communications

- A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered to the parties.

Dated: June , 2015
Albany, New York

NEW YORK ENVIRONMENTAL
PROTECTION AND SPILL
COMPENSATION FUND
Office of the New York State Comptroller
110 State Street, 8th Floor
Albany, New York 12236

By: _____
Suzette Baker
Executive Director

CONSENT BY COUNTY

The County of Dutchess hereby consents to the entering of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

By: _____

Title: _____

Address: _____

Dated: _____

STATE OF NEW YORK
COUNTY OF DUTCHESS

On this _____ day of _____, 2015, before me personally came _____, to me known, who being by me duly sworn did depose and say that he resides at _____, that he is the _____, of _____, the _____ municipal corporation described in and which executed the foregoing instrument, and that he signed his name as authorized by said municipal corporation.

NOTARY PUBLIC

CONSENT BY TOWN

The Town of Hyde Park hereby consents to the entering of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

By: _____

Title: _____

Address: _____

Dated: _____

STATE OF NEW YORK
COUNTY OF DUTCHESS

On this _____ day of _____, 2015, before me personally came _____, to me known, who being by me duly sworn did depose and say that he resides at _____, that he is the _____, of _____, the municipal corporation described in and which executed the foregoing instrument, and that he signed his name as authorized by said municipal corporation.

NOTARY PUBLIC

PURCHASE AND SALE CONTRACT

This Purchase and Sale contract is made effective as of the ___ day of _____, 2015, between **DUTCHESS COUNTY**, a municipal corporation of the State of New York with offices at 22 Market Street, Poughkeepsie New York 12603 (hereinafter the "Seller") and **TOWN OF HYDE PARK**, a municipal corporation of the State of New York, with offices at 4383 Albany Post Road, Hyde Park, NY 12538 (hereinafter the "Buyer" or "Purchaser").

RECITALS:

WHEREAS, Seller anticipates that it will acquire title through Article 11 of the NYS Real Property Tax Law to certain parcels of real property located in the Town of Hyde Park, County of Dutchess, State of New York, which is identified as tax map number: 133200-6165-02-547872-0000 (hereinafter the "Property"); and

WHEREAS, Seller desires to sell the Property and Buyer desires to purchase the Property, as further set forth in this Contract; and

WHEREAS, because the Property has been impacted by contamination that was not caused by either Seller or Purchaser and, as a result, Seller and Purchaser, as described herein, must prior to closing, first reach an agreement with the State of New York Department of Environmental Conservation as to a liability release for any contaminated or deteriorated conditions, and also for the approval of a plan to rehabilitate the property, and

WHEREAS, the Purchaser intends to remove the existing building on the property and landscape the same for use as open greenspace, but not as a public park, for the enjoyment of the public and the enhancement of the surrounding community, and

WHEREAS, upon foreclosure by the Seller pursuant to Article 11 of the Real Property Tax Law, Seller shall execute a Quit Claim Deed conveying any interest of Seller to Purchaser; and,

NOW THEREFORE, in consideration of the promises and the mutual covenants and Contract herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

CONTRACT:

1. Sale and Purchase of Property. Subject to the terms, conditions and provisions of this Contract, upon Seller's obtaining title to the Property through an *in rem* foreclosure proceeding, and any contingencies contained herein and in the three-way Agreement referred to hereinafter among the Seller, Buyer and New York State having been satisfied, Seller shall forthwith sell, transfer, deliver and assign by Quit Claim Deed, to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to the following parcel of land, with any buildings and improvements, free of any encumbrances and liensto the full extent such where extinguished by RPTL Article 11 being in the Town of Hyde Park, County of Dutchess, and

State of New York, and which is identified as tax map number: 13200-6165-02-547872-0000 ("the Property").

2. Purchase Price. The total purchase price to be paid (the "Purchase Price") by Buyer to Seller for the Property is ten (\$ 10.00) dollars, which is deemed accepted, and other good and valuable consideration the public purpose and use of the Property being paramount among them.
3. Title and Seller's Obligations to Acquire the Property.
 - a. Seller has commenced a proceeding for the foreclosure of any tax liens it holds on the Property pursuant to Article 11 of the Real Property Law (hereinafter the "RPTL"). Seller agrees to take all ordinary measures required by RPTL Article 11 to take the proceeding to judgment and to acquire fee title to the Property. Seller will not be obligated to take any extraordinary measures unless Buyer agrees to reasonably compensate the Seller for the cost of taking such measures, such costs to include reasonable attorney fees. For the purpose of this Contract, these terms are defined as follows:
 - i. "Ordinary measures required by RPTL Article 11" shall mean the filing of a foreclosure petition, compliance with all notice requirements, the filing for a default judgment or the filing and prosecuting of a motion for summary judgment such that title is transferred to the Seller in accordance with the Real Property Tax law.
 - ii. "Extraordinary measures" shall mean any measure not defined as an ordinary measure and specifically includes participation in any evidentiary hearing, defending motion practice initiated by any party with an interest in the Property; any proceeding in bankruptcy or the appeal of any ruling, order, decision or judgment.
 - b. Prior to closing, the Buyer shall submit a resolution to the Dutchess County Commissioner of Finance and the Clerk of the Dutchess County Legislature stating its intent to acquire the Property for a legitimate public purpose.
 - c. Prior to closing Seller, Buyer and the DEC shall execute an agreement in substantially the same form as that attached hereto and made a part hereof as Exhibit "A" providing for, among other consideration, the waiver of claims and release of liability under the Navigation Law of the State of New York.
 - d. Seller then will promptly prepare a quitclaim deed to convey the Property to the Buyer.

- e. In the event the Buyer does not submit such a resolution, title will remain in the name of the County.
- f. Buyer may, at its option, purchase title insurance for the Property. Notwithstanding, it is specifically understood and agreed that this contract and the parties' obligations hereunder are not contingent upon same, and Seller shall not be responsible for satisfying/clearing any exceptions to title which may be included in said title report and which are not specifically an obligation of Seller under the terms of this Agreement. However, Seller agrees to cooperate with the Buyer's title insurance company and to make all public records concerning the foreclosure promptly available. In addition, the Seller will make the title report on the property together with the list of suggested defendants available to the Buyer. After the title report has been delivered, the Buyer will have ten (10) calendar days to review and identify any other party who in its opinion requires notification pursuant to Article 11 of the RPTL, together with a mailing address for such party. So long as the Buyer notifies all parties on the list of suggested defendants and any other party identified by the Buyer, Buyer will be obligated to purchase the property regardless of whether a title insurance policy is issued to its benefit. If service of the petition and notice of petition by certified and ordinary mail are both returned by the United States Postal Service as undeliverable for lack of current address, Buyer's title company shall be advised of the same and shall have ten (10) business days to recommend alternative or additional addresses for service of the notice of petition and petition.
- g. In the event that a proceeding is commenced to set aside the deed given to Buyer which challenges whether the foreclosure proceeding was regular and in accordance with all provisions of law relating thereto, Seller agrees to defend such proceeding. In the event of a lawsuit, Buyer agrees to cooperate fully with the Seller. In the event that the transfer of fee title to the Property is set aside by a Court of competent jurisdiction, Seller shall return all funds paid by Buyer to Seller, within thirty (30) days of the entry of a final judgment setting aside the foreclosure, providing that such judgment is not stayed pending appeal. In the event that either party chooses to appeal any such judgment, it may do so, or the Seller may reinstitute a new foreclosure proceeding and, if successful, the Buyer agrees to re-pay the funds that were returned and to close the property, if it hasn't already done so. This provision will survive the Closing and will constitute continuing obligations of the Seller and Buyer.
- h. Seller and Buyer shall also not be obligated to close title until such time as there is a fully executed three-way agreement among the Town, County and the State.

4. Closing. This Contract shall be closed in the following manner.

- a. **Closing Date.** The Closing time and Date shall be as close in temporal proximity as possible to the time and date when the presiding justice of the

Supreme Court, Dutchess County executes the order conveying title in the *in rem* foreclosure proceeding to the County of Dutchess and all contingencies set forth herein have been met.

- b. The closing will take place at the Dutchess County Department of Law located at 22 Market Street, 5th Floor, Poughkeepsie, New York 12601.
- c. Seller will transfer the title to the property at closing (hereinafter the "closing"), by Quitclaim Deed, which shall contain a description of the property solely by tax map number.
- d. **Additional Conditions.** The Quitclaim Deed shall contain the following provisions:
 - a. Nothing contained in any description herein is intended to convey more than the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale. There is no representation as to the extent of the acreage conveyed herein;
 - b. The Quitclaim Deed to Buyer will be recorded in the Dutchess County Clerk's office as soon as practicable after the closing. Either party shall have the right to record the Quitclaim Deed.
- e. **Seller's Deliveries at Closing.** At the closing, Seller will deliver to Buyer the following:
 - a. The Quitclaim Deed and such other documents and instruments as may be required under New York law in order to record the deed (i.e. NYS TP-584 and RP-5217 form).
 - b. Such documents as reasonably requested by Buyer's title insurance company consistent with the terms of this agreement, including, but not limited to, any authorizing resolutions of Seller's legislature and/or County Executive.
- f. **Buyer's Deliveries at Closing.** At the closing Buyer will deliver, or cause the Escrow Agent to deliver, Seller the following:
 - a. A certified check for Ten Dollars (\$10.00), receipt of which is hereby acknowledged.
 - b. Such other documents and instruments as may be required hereunder or that are otherwise necessary for the Closing.

g. **Costs.**

- a. Buyer shall pay the premiums and expenses for the fee title insurance and all costs relating to any financing of the purchase. Each party shall pay for its own attorney fees.

There shall be no proration of taxes which have accrued prior to closing of title, and no adjustment for such taxes. Assuming title closes prior to January 1, 2016, the Buyer shall be responsible for payment of the 2016 State/County/Town taxes and all taxes accruing thereafter until such time that the property is exempted from property taxes by the Town Assessor in accordance with applicable laws.

5. Remediation Work. Buyer acknowledges that the Property has been the subject of Navigation Law remediation by New York State. Buyer shall be solely responsible for any necessary due diligence investigation of such property. Buyer acknowledges that Seller shall not be responsible for the remediation of any contamination on the property under the direction of the DEC. This provision shall survive the closing and will constitute a continuing obligation of the Buyer which obligation is considered an element of the consideration of this contract and for which the Seller may require specific performance thereof.
6. "As Is" Sale. The Property is sold "as is". Acceptance of the property shall be acceptance of the condition of the property whether known or unknown.
 - a. Seller shall take no steps to change the condition of the Property following execution of the Contract. Buyer is entering into this Contract based solely upon such inspection and investigation as it has undertaken and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Property given or made by Seller or its representatives, and shall accept the same "as is" in the condition and state of repair at the time of the Closing, without any reduction in the purchase price or claim of any kind.
 - b. Seller has not entered into any oral or written leases or agreements which would grant occupancy to any individuals or entities. Accordingly, any/all evictions shall be the obligation of the Buyer after closing.
7. The Parties' Indemnification and Insurance.
 - a. Each party shall defend and indemnify the other party with regard to any and all claims arising all claims, lawsuits or damages arising from the other party's non-feasance, misfeasance or malfeasance and shall hold the other party harmless for any such claims. In the event that a claim is made by either party, that party shall notify the other party of the claim and shall cooperate with the other party with regard to the other party's duty to defend and indemnify.

8. Representations of Seller. Seller represents and warrants to Buyer as follows:

- a. Seller has full power to carry out the transaction provided for in this Contract; the execution and delivery of this Contract by Seller and the consummation by Seller of the transactions contemplated herein have been duly and validly authorized, and this Contract constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.
- b. There are no other tax districts (as that term is defined in Article 11 of the Real Property Tax Law) that have tax liens on the Property.
- c. Seller shall provide fee title to Purchaser free of encumbrances and liens to the full extent provided for by law and the provisions of RPTL Article 11.

9. Representations of Buyer. Buyer represents as follows: The foregoing representations are true as of the date hereof and will be true as of the date of the closing:

- a. Buyer has full power to carry out the transactions provided for in this Contract, the execution and delivery of this Contract by Buyer and the consummation by Buyer of the transactions contemplated herein has been duly and validly authorized by all necessary action on Buyer's party and this Contract constitutes a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms. If the Buyer is governed by a Board of Directors or any governing authority, Buyer's representative shall execute this agreement representing that he/she does so with the express authority of such governing authority. Neither the execution and delivery of this Contract, nor the consummation by Buyer of the transactions contemplated hereby, nor compliance by Buyer with any of the provisions hereof will (i) violate any of its constituent documents, or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Buyer or any of its assets or properties.
- b. No consent of any governmental agency or authority is required for the execution of this Contract by Buyer and the consummation of the transaction contemplated herein, except as otherwise provided in this Contract.
- c. Buyer is not a party to any bankruptcy, or similar proceeding, nor are there any other matters pending which would affect Buyer's ability to purchase the Property as provided herein.
- d. Buyer acknowledges that the Property is conveyed subject to the express condition and covenant that the lands and premises shall forever be owned by the Town or its successors. The entirety of the Property shall be used

by the Buyer exclusively for public use and public purposes, and in the event the Town or its successors shall ever cease such public use or purposes, title to the land shall revert back to the County of Dutchess. Further, in the event the Town determines that it no longer desires to own the premises and land for any reason whatsoever, it may not sell or otherwise convey its right, title and interest to the same but instead title to the premises and land along with all improvements thereon shall revert to the County of Dutchess without the necessity for tender to and acceptance by the County.

10. Default of Buyer.

- a. If either party defaults hereunder (including any default of its obligations post-closing) in addition to any other remedies the non-defaulting party may have at law or equity, the parties agree that, as an essential term, the non-defaulting party shall be entitled to specific performance of this Contract.

11. Interpretation. Each of the parties acknowledges that it has been or has had the opportunity to be represented by an attorney in connection with the preparation and execution of this Contract. Where appropriate, references to one gender will be deemed to include any other gender and references to the singular or the plural will be deemed to include either the singular or the plural.

12. Extensions. Any extension of time granted for the performance of any obligation under this Contract will not be considered an extension of time for the performance of any other obligation.

13. Severability. Unenforceability for any reason of any provision of this Contract will not limit or impair the operation or validity of any other provision of this Contract.

14. Exhibits and Recitals. Each Exhibit attached to this Contract and each recital is incorporated and made a part of this Contract by this reference.

15. Notices. All notices, demands, requests and other communications required or permitted hereunder will be effective when reduced to writing and either delivered personally or sent first class, US Postal service mail, which shall be deemed delivered, the third business day following mailing, to the appropriate party at the following addresses unless and until a different address has been designated by written notice to the other party as provided herein:

Buyer: Town of Hyde Park
4383 Albany Post Road
Hyde Park, NY 12538
845-229-5111
dmcgrogan@hydeparkny.us

With cc to: Warren S. Replansky, P.C.
Attorney to the Town of Hyde Park
PO Box 659, 2990 Church Street
Pine Plains, NY 12567
518-398-5208
wreplansky@optonline.net

Seller: Dutchess County Department of Law
County Office Building – 5th Floor
22 Market Street
Poughkeepsie, NY 12603
845-486-2110

Any notice hand delivered will be deemed given on the date of delivery. Any notice sent by overnight courier will be deemed given one (1) day following the date such notice was properly deposited, prepaid, with such courier for delivery the following day. The party providing such notice will use its best efforts to concurrently send a copy thereof by facsimile to the facsimile number set forth above or to such other facsimile number as has been designated by written notice as provided herein. Neither may be sent by the parties or by their counsel on their behalf. Notice by email shall be deemed invalid and unacceptable.

16. Entire Contract. This contract represents the entire contract among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties concerning the same. No provision of this Contract will be waived or altered or otherwise amended except pursuant to an instrument in writing signed by the party to be charged and no consent to any departure by any party from the provisions of this Contract will be effective except pursuant to an instrument in writing signed by the party who is claimed to have so consented and then such consent will be effective only in the specific instance and for the specific purpose for which given.

17. Additional Instruments. The parties will cooperate with each other to execute and deliver such instruments and documents and take such actions as may be required, or as a party may reasonably deem desirable, to effectuate the provisions of this Contract.

18. Binding Effect. This Contract will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may assign the Contract to one or more entities in which an affiliate of Buyer holds such interest. In addition Buyer may designate the name of the entities to take title at closing. Any other assignment shall be subject to Seller's prior written consent which shall not be unreasonably withheld or delayed.

19. Applicable Law. This contract will be governed by and construed in accordance with the laws of the State of New York. Venues shall be Dutchess County, New York. The parties hereby agree to waive the right to a trial by jury.

20. Captions. The captions of the Sections of this Contract are inserted for convenience only and will not control or affect the meaning or construction of any provisions hereof.

21. Counterparts. This Contract may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only contract.

22. Authority. Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this Contract in the capacity set forth beneath his or her signature.

23. Survival. None of the contract provisions shall survive closing unless specifically stated herein.

24. Executive. Deliver of a draft of this Contract by Seller to Buyer shall not be deemed an offer to sell and this Contract shall not be binding upon Seller until a fully executed original has been delivered to Buyer.

IN WITNESS WHEREOF:

DUTCHESS COUNTY

TOWN OF HYDE PARK

By: _____
Marcus J. Molinaro
County Executive

By: _____
Warren S. Replansky
Town Attorney

APPROVED AS TO FORM

APPROVED AS TO CONTENT

By: _____
County Attorney

By: _____
Heidi Seelbach
Commissioner Of Finance