CITY OF TROY

P R O P E R T Y D I S P O S I T I O N PROPOSAL

_____/_____ _____ _____

Series # Property Location Description

This Property Disposition Proposal should be completed by the proposed purchaser/developer and submitted to the Bureau of Surplus Property. All proposals will be accepted until the advertised cutoff date after which time each proposal will be thoroughly reviewed based on the criteria outlined below. Final approval of any proposal or sale of city-owned surplus property must be made by the City Council. Successful bidder approved by the City Council will be required to:

1. Secure buildings within 5 days of date of closing.
2. Begin work on necessary repairs or improvements within 30 days of date of closing.
3. Complete all repairs within 6 months after date of closing..

There will be a reverter clause in the deed from the City. If these conditions are not met, the City of Troy may take title to the property and offer it for sale to another party.

DISPOSITION CRITERIA

Recommendations will be made to the City Council based on the following evaluation criteria:

1. The best use of the property.
2. Highest long term tax return to the City.
3. Owner-occupancy or ownership by people living in the immediate area.
4. Probability of owner to complete proposed improvements and maintain the property.
5. Benefit to neighborhood condition, appearance and property values.

Instructions for Completing Proposal Form:

Each proposal shall only reference one property. If a bidder wishes to submit a proposal on multiple properties, he/she must submit one proposal for each property. All spaces should be filled in or a notation made where the information requested is not applicable or not available. Provide all information you feel is important to facilitate review and analysis of each proposal using additional sheets if the space provided is not sufficient.

1. Proposed Use – Briefly describe the proposed use to be made of the property. If residential, give number of units. If owner will reside on the property, check the 'yes' line next to "owner occupancy".

2. Summary of Improvements – List all improvements proposed to be made on the property and provide an estimate of the cost of each. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.

3. Proposed Improvement Method – Explain how improvements are to be made. This information should include (a) who will do the work, (b) how the work will be completed and (c) a statement outlining the experience of those who will do the work in this kind of project.

4. Financing Method – Detail how the proposal is to be financed including purchase and improvements. Give evidence of financial ability or evidence of ability to secure financing, and ability to perform this kind of work (this may include references or a history of similar work.) Provide commitment letter or pre-qualification letter as applicable from lending institution, or, with respect to commercial development, from a lending institution or potential investors.

5. Proposed Purchase Price – Enter the amount to be paid for the purchase of the property only. Ten percent (10%) of the purchase price (certified check or money order only) plus a $35 application fee must accompany each submitted proposal. In addition, within 30 days after City Council approval, the balance of the purchase price, prorated taxes, fees and closing costs, must be paid in full. In the event the successful bidder fails to comply with the provisions of this paragraph, said bidder shall lose and forfeit all deposits and fees, and the City may sell the property to another.

6. Signature – If an individual, enter your name, home address, telephone number and sign in the space provided. No PO boxes will be acceptable. If a partnership, corporation or Limited Liability Company, enter the names of each partner, shareholder or member, together with each home address and telephone number. No PO Boxes will be acceptable. Each partner, shareholder and member must sign the proposal.

7. Proposal Review- The review committee shall review each Property Disposition Proposal and shall submit the proposals it recommends to the City Council for approval. Final approval of any proposal and/or sale of City owned property must be made by the City Council and deeds executed by the Mayor.

8. Proposals submitted by individuals or shareholders of corporations, members of LLC's or partnerships who have real property tax delinquencies with the City of Troy or who have been the subject of a prior In-Rem foreclosure action or have a significant history of code violations on other properties within the City of Troy will not be considered for Council approval.

P R O P O S A L

Present Number of Units_____ ☐ Owner Occupancy yes ____ ☐ Residential
Proposed Number of Units _____ no ___ ☐ Commercial

Proposed Use _____

_____

_____

Summary of Improvements _____

_____

_____

_____Estimated Total Costs $ _____

Proposed Improvement Method _____

_____

_____

_____

Financing Method _____

_____
(Attach Proof of Financing method)

Proposed Purchase Price (Amount of Bid) $ _____

Name _____ Principals _____

Address _____ _____

_____ _____

Phone # _____ _____
(Signature)

** If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

MEMORANDUM OF PURCHASE

I, _____

residing at _____

hereby verify in writing the offer made this day in the amount of $_____

for the premises described as follows:

Series#: _____

SBL#: _____

Location of property: _____

This offer being made to the City of Troy, New York in the form of a written proposal for purchase, improvement and maintenance of the aforesaid property. I understand and agree that my offer is made subject to and contingent upon said terms of sale, a copy of which is attached hereto and made a part hereof and which I have signed.

My purpose in purchasing the above property is:

Repair existing building within six (6) months _____

Demolish existing building within six (6) months _____

Clean up land within six (6) months _____

Construct new building within twelve (12) months _____

_____
Signature of Proposed Purchaser

_____
Telephone Number

_____
Dated

** If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone number of each. No PO Boxes are accepted. Each must sign this proposal.

NONCOLLUSION STATEMENT

IN THE MATTER OF THE PURCHASE OF

_____, TROY, NY

BY PROPOSAL SUBMITTED _____ 2014

_____, being duly sworn, deposes and says:

1. I am the real party in interest.

2. There are no persons other than those listed who are financially or beneficially interested in the sale.

3. No public official, officer, agent or employee of the City of Troy is interested in the transaction, except

   _____, whose position is _____.

4. No collusion with any other bidder or any public official has taken place.

5. My relationship to the previous owner is _____

   _____.

6. a. Listed below is a list of all of the real property that I own in the City of Troy, or have owned in the last five (5) years in the City of Troy:

   _____

   _____

   _____

   _____

   _____

   (use additional sheets if necessary)

   b. Listed below is a list of all the real property that I own in the City of Troy on which delinquent Taxes are due and owing to the City of Troy:

   _____

   _____

   _____

   _____

   (use additional sheets if necessary)

7. I hereby declare that the City of Troy has never taken title to any property owned by me via an In Rem Tax Foreclosure Proceeding or by Reverter except for the following parcels:

_____

_____

_____

_____

8. If the purchaser is a corporation, state below identifying by name and address, the major stockholders and the officers of the corporation:

_____

_____

_____

_____

_____

9. I own no property in the City of Troy upon which a vacant or abandoned building is located except for the following parcels:

_____

_____

_____

_____

_____

_____

_____
Signature

_____
Signature

** If more than one individual, partner, shareholder or member attach additional sheets providing the names, home addresses and telephone number of each. No PO Boxes are acceptable. Each must sign the proposal.

TERMS OF SALE

1. The property will be sold as advertised and "as is" with absolutely no warranty or guaranty, expressed or implied.

2. A down payment of ten (10) percent of the purchase price will be required to be paid at the time the proposal offer is submitted to the City or at the completion of bidding if at auction. **Only certified check or money order made payable to the City of Troy will be accepted.** A certified check or money order has to be included with each individual proposal submitted. This check or money order (NO cash or personal checks will be accepted) should include the total of the following amounts: ten (10) percent of the purchase price (which is your deposit and will be deducted from your bid amount owed), and in addition, you must include a non-refundable Application fee of $35 that will not be deducted from the balance of your bid.

3. Within thirty (30) days after the approval of the sale by the City Council, the purchaser shall pay the entire balance due of proposed purchase price, Assessor fee ($300), closing Attorney fee ($400), Administrative fee ($300 or 15% of purchase price whichever higher), and pro-rated taxes. A Closing to transfer title to the purchaser, will be held at the Office of the Troy Corporation Council. The Troy Corporation Counsel represents the City Of Troy not the purchaser and will offer no advice to the purchaser. The purchaser has the right to have his/her own Attorney present at the closing. In addition, at closing, Purchaser will pay: transfer gains tax, $4.00 per $1,000 of purchase price and all recording fees. If purchaser fails to pay the balance of the purchase price, closing costs, pro-rated taxes, and fees, set forth above, then purchaser shall forfeit the bid deposit and application fee. This period may be extended only for extenuating circumstances by the Corporation Counsel no later than the second regular meeting of the City Council following the default. The City Council reserves the right to reject any and all offers, with or without cause or justification.

4. In the event the City for any reason determines not to sell to the purchaser, the liability of the City of Troy relative to the property conveyed is limited to the return of any payments made to the City of Troy, not including the application fee.

5. No representations of any kind are or have been made by the City of Troy or its agents as to the title or physical condition of the property or as to the existence of any improvements thereon.

6. (a) This sale is made subject to the condition that:

   (I) The sale and transfer of the Quitclaim deed is made "as is" without warranty of title or habitability.

   (II) If a structure is on the premises which is able to be rehabilitated or inhabited, it shall be repaired in conformance with the building, housing, and fire prevention codes within six (6) months after the date of closing.

   (III) If a structure is on the premises which is not able to be rehabilitated or inhabited, it shall be demolished within six (6) months after the date of the closing.

   (IV) If vacant land is purchased for building purposes, a building shall be erected of such type of construction as to conform with the surrounding area and comply with building, housing and fire prevention codes within one (1) year after the date of the closing, or

(V) If vacant land is not purchased for building purposes, it must be cleaned and maintained so as not to be a nuisance or detriment to its neighborhood within six (6) months after the date of the closing.

(b) The above-mentioned time periods for repair, demolition, maintenance or construction may be extended for up to six (6) months by the Bureau of Surplus Property upon submission by the property owner of a compliance plan which has been approved by the Director of Code Enforcement. Any further extensions of time may be made only by the City Council upon request of the purchaser.

7. The deed shall contain a reverter clause, as prepared by the Corporation Counsel, which states, in sum and substance, that if the purchaser fails to comply with the terms of the proposal, the property will revert back to the City and the City has a right to re-enter the property without refunding the purchase price or repayment to purchaser for any repairs or improvements to the property. Additionally, the purchaser is prohibited from transferring title until he/she fulfills the terms and conditions of their proposal. In the event the purchaser transfers title prior to fulfilling the above, without the consent of the Mayor, title will revert back to the City without recourse. A certificate of occupancy issued by the City of Troy will evidence compliance with the terms and conditions of the proposal.

8. The purchaser shall not alter, remove or otherwise change any items contained in or attached to any building or land to be purchased from the City of Troy until after the closing.

9. Every prospective purchaser will submit with the down payment a signed memorandum or purchase and agreement to comply with these terms of sale.

10. Prior to the approval of sale by the City Council, the purchaser shall submit a statement under oath and penalty of perjury setting forth the following:

(a) That the purchaser is the real party in interest or if the purchaser is acting as an agent, the name of the principal.
(b) A statement that no persons other than those listed are financially or beneficially interested in the sale.
(c) Does any public official, officer, agent or employee of the City of Troy have an interest in the transaction? If YES, state name and position of the official, agent or employee.

<u>NOTE</u>: Status as an employee or an officer of the City of Troy does not necessarily disqualify one from eligibility to purchase from the City of Troy. Inquiries should be addressed to the Office of the Corporation Counsel.

(d) That no collusion with any other bidder or public official has taken place.
(e) State relationship to previous owner, if any.
(f) A list of all of the real property the purchaser owns in the City of Troy or has owned in the last five (5) years in the City of Troy.
(g) A list of all properties on which delinquent taxes are due and owing to the City.
(h) A statement whether or not the City of Troy has ever taken title to any property owned by the purchaser via an in-rem tax foreclosure proceeding.
(i) If the purchaser is a corporation, a statement identifying by name and address the major stockholders and officers of the corporation.
(j) A statement whether or not the purchaser owns any property in the City of Troy upon which a vacant or abandoned building is located.

11. This entire proposal/contract and terms of sale will survive the closing of title as a viable and enforceable contract and this contract shall not be merged into the closing of title. The proposed purchaser will be accountable to fulfill all the terms and conditions of the aforementioned sale within the term defined herein.

I HAVE READ AND AGREE TO COMPLY WITH THE TERMS OF SALE

_____

Signature of Proposed Purchaser(s) Date

_____

Signature of Proposed Purchaser(s) Date

_____

Signature of Purposed Purchaser(s) Date

_____

City Council Approval/Denial Date