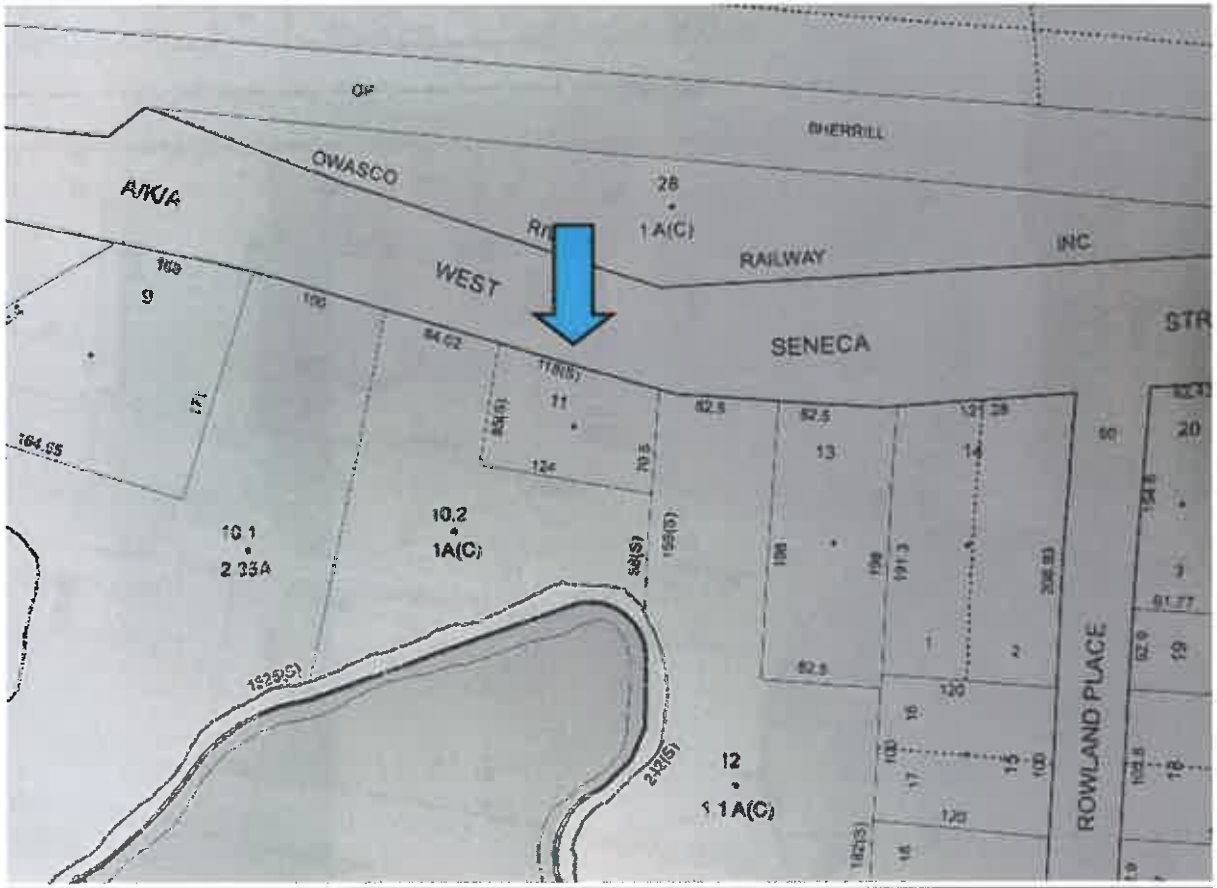
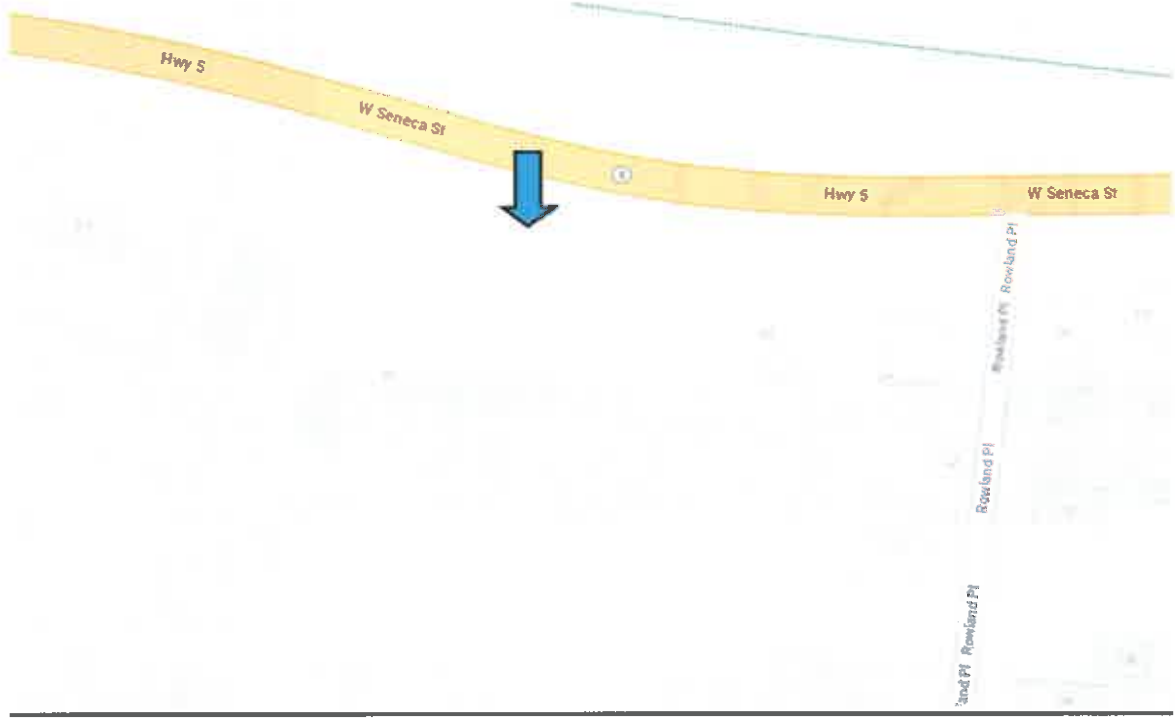


# CITY PROPERTY FOR SALE

301 W. Seneca St. Sherrill, NY





**Rt. 5 Sherrill, NY 13461**

**Tax ID: 322.014-1-11**

**Frontage: 118' x Depth: 85'**

**District: C2-Commercial**

**Vacant Land - Building Lot**

**Open Spill – 8708056 has been remedied.**



**City of Sherrill Property Bid Proposal Instructions:**

1. Proposals received after 12:00PM on Friday June 2, 2023 will not be considered.
2. Complete proposals shall be submitted in sealed envelope addressed to:

***City of Sherrill  
Attn: 301 W. Seneca St. Property  
377 Sherrill Rd.  
Sherrill, NY 13461***

3. Proposals received that are incomplete will be immediately disqualified.
4. Price is not the only determining factor in the evaluation of proposals by the City. *(Intended use, rehabilitation scope, schedule of the rehabilitation, proposed price, and code and criminal history of the applicant are evaluated in aggregate.)* **Minimum Bid: \$2,500**
5. The City of Sherrill reserves the right to reject all proposals in its sole and absolute discretion.
6. Bidders will be notified via email after 6/12/23 on whether they were the successful bidder.
7. The successful bidder will have 5 business days from date of notification to execute agreement.

\_\_\_\_\_ **Initial**

**PROPOSAL TO PURCHASE CITY PROPERTY**

Date of Proposal: \_\_\_\_\_

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Location of subject property: **301 W. Seneca St., Sherrill, NY 13461**

Tax map number: **322.014-1-11**

Property is zoned: **C2 (Commercial)**

What is your intended use of the property? Examples could include primary residence, rental real estate, investment or commercial/business, parking, etc.?

\_\_\_\_\_

What experience do you have with developing property? Provide examples with addresses for reference.

\_\_\_\_\_

\_\_\_\_\_

**Complete Attached Rehabilitation Estimate and Schedule**

**Provide a detailed estimate of the financial cost associated with the acquisition and development of the property, including sums anticipated for each of the following, as may be applicable: (1) purchase price; (2) legal fees and disbursements; (3) abstract searches and/or title insurance; (4) itemized statement of development expenses (attach a separate sheet if necessary.)**

**(1) Purchase price:** \_\_\_\_\_ **(Minimum Bid: \$2,500)**

**(2) Legal fees and disbursements:** \_\_\_\_\_

**(4) Abstract searches and/or title insurance:** \_\_\_\_\_

**(5) Development expenses:** \_\_\_\_\_

**Total Estimate of Investment:** \_\_\_\_\_

**Indicate the source of the funds you intend to utilize for the project and indicate when those funds will be available, i.e., bank funds, home equity loan, personal loan. The City of Sherrill requires proof of funds for the purchase price, plus 25% of the expected development costs after the proposed bid has been accepted and before the City and Buyer sign the rehabilitation agreement.**

**You are responsible for all liens and mortgages against the property other than City of Sherrill taxes, Oneida county taxes, Town of Vernon, and City of Sherrill School District taxes prior to the signing of the rehabilitation agreement.**

**You are encouraged to check with the Oneida County Commissioner of Finance, the appropriate school district, legal counsel, or title Search Company to determine whether there are any outstanding tax liens or other liens assessed against the property.**

**Any other pertinent information (add additional sheet as required):**

**I understand that if my proposal is accepted, I will be responsible for the amount equivalent of the prorated tax burden (City, School, Town, and County) on the property from the date I sign the agreement and due at closing.**

\_\_\_\_\_ **Initial**

**I understand that if my proposal is accepted, I am required to present proof of funds for the purchase price, plus 25% of the expected development costs at the time of signing my agreement.**

\_\_\_\_\_ **Initial**

**I understand that if my proposal is accepted and I fail to perform or observe any of the terms of my agreement, any investment in or improvement to the property and any down payment will be forfeited.**

\_\_\_\_\_ **Initial**

**I understand that the proposed price is not the only factor involved in evaluating my proposal. Impact to the community, resources to complete my proposed development plan, code violation history and tax payment status of other properties owned within the City of Sherrill are also factors of consideration.**

\_\_\_\_\_ **Initial**

**I understand that property will not be sold to anyone with delinquent City of Sherrill, Oneida County, Town of Vernon, or City of Sherrill School District taxes.**

\_\_\_\_\_ **Initial**

**I understand that work cannot commence on any property until an agreement is signed, a building permit is issued and requisite boards (Zoning Board of Appeals, Planning Board, etc.) render an approval.**

\_\_\_\_\_ **Initial**

**Signature of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

## PURCHASE AGREEMENT

**THIS AGREEMENT**, made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_ by and between the **CITY OF SHERILL, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York and having its principal place of business at 377 Sherrill Road, Sherrill, New York 13461, hereinafter referred to as “Seller” and/or party of the first part, and \_\_\_\_\_, hereinafter referred to as “Buyer” and/or party of the second part, consists of the promises, recitals, covenants and agreements hereinafter set forth.

**WHEREAS** the Seller holds a quit claim deed to premises known and designated as **301 W. Seneca St.** (Tax Map number: 322.014-1-11) in the City of Sherrill, New York, hereinafter referred to as the “Premises”, which consists of land and any buildings or improvements that a physical inspection of same would reveal; and

**WHEREAS** the Buyer wishes to acquire a deed to the Premises from the Seller for the consideration hereinafter mentioned; and

**WHEREAS**, pursuant to authority given the Seller by the City of Sherrill Commission, the Seller is conditionally authorized to convey the Premises to the Buyer, contingent upon the Buyer entering into this Agreement Premises and performing said Agreement according to its terms and upon the payment of any additional monetary consideration as may be called for herein.

**NOW, THEREFORE**, upon valuable consideration, and the mutual promises and covenants herein contained, the parties do hereby agree as follows:

### SECTION I

#### PERFORMANCE BY SELLER

The City of Sherrill Legal counsel shall then prepare a **Quit Claim Deed**, Real Property Transfer Tax Report (TP-584) and Equalization and Assessment Report (RP-5217) for presentation to the Buyer. Once the documents have been prepared, the Seller will notify the Buyer or Buyer’s attorney, in writing, whereupon the Buyer shall have a period of forty-five (45) days to review said documents and conclude the transfer *at the offices of the Seller or at some other place as may be mutually agreed upon*. At that time, the Buyer shall sign the required transfer documents and pay the balance of the purchase price, if any, together with the required fees for stamping and recording the deed along with any tax payments owed. The Buyer is responsible for all recording costs associated with the transfer of title (including, but not limited to the deed, TP-584, RP-5217, etc.

**The Seller makes no representations, express or implied, regarding the marketability, warrantability or insurability of the title.** The Seller is willing to provide whatever documentation it has in its possession to the Buyer, if any, including but not limited to any deeds on file with the City, stub searches, Notices of Final Tax Redemption, and proof of compliance with the City Charter pertaining to tax foreclosure sales. Title shall be conveyed by a Quit Claim Deed. Should the Buyer wish to obtain any title searches, tax searches, bankruptcy searches, surveys, title insurance, or any other title inquiries, the



Buyer is advised to do so in advance of entering into this Agreement or incurring any out-of-pocket expenses. If the Buyer chooses not to examine the title to the Premises, the Buyer does so at his own risk. In the event the title to the Premises should be defective, for any reason, the Buyer shall have no cause of action against the Seller under this Agreement. Seller does not guarantee the exact dimensions of the Premises' lot size. All references and/or representations by the City of Sherrill of said Premises' lot size are approximate and not exact. Further, the Buyer hereby expressly waives the right to assert a "failure of consideration" defense in any legal or equitable proceedings hereafter maintained by either party in connection with this Agreement.

## **SECTION II**

### **ZONING, PERMITS AND LICENSES**

The Buyer is purchasing the property subject to all applicable zoning regulations and shall be responsible for securing any necessary permits and/or licenses for the rehabilitation work to be performed, if applicable, at his own cost and expense.

## **SECTION III**

### **CODES/TAX COMPLIANCE**

Buyer agrees that to be eligible for purchasing a property from the City of Sherrill, he or she must be current on all City of Sherrill, Town of Vernon and Oneida County taxes, School taxes, water and sewer, electric fees and any other applicable taxes/charges on all properties currently owned by the Buyer or under the Buyer's control that fall within the City of Sherrill. Likewise, Buyer agrees that to be eligible for purchasing a property from the City of Sherrill, he or she must follow all City of Sherrill Codes regulations on all properties currently owned by the Buyer or under the Buyer's control that fall within the City of Sherrill. Failure to abide by these conditions shall be considered a breach of this Agreement and the City of Sherrill has the right to declare said breach and to cancel said Agreement and market this property to another Buyer.

## **SECTION IV**

### **REAL ESTATE TAXES / RENTS**

The Buyer hereby agrees that the applicable taxing districts shall have the ability to levy real property taxes, water/sewer/electrical rents, as applicable, against the property from the date of the execution of this Agreement, even though the deed is not conveyed until a later date. Once the Buyer completes his/her performance of the rehabilitation and is entitled to receive a deed to the Premises, the Sherrill legal counsel will present the Buyer with a statement of all taxes accruing from the date of the execution of this Agreement through the current tax billing cycles, all of which must be paid by the Buyer at the time of closing.

## **SECTION V**

### **BREACH AND/OR DEFAULT**

Should the Buyer be in violation of any of the provisions of this Agreement, the Seller shall have the sole right, in its reasonable discretion, to terminate this Agreement upon twenty (20) days written notice to Buyer, subject to the Buyer's right to cure any such defaults within that period. In the event of such termination, the Buyer shall forfeit all bid deposits made, if any, to the Seller, and the Seller shall have all such other rights as reserved elsewhere in this Agreement.

## **SECTION VI**

### **ADDITIONAL PROVISIONS**

All the terms and conditions contained in any authorizing resolutions and/or ordinances of the City Commission of the City of Sherrill shall be and hereby are incorporated into this Agreement by reference as though more fully set forth herein. If any provision of this Agreement shall contradict any provision contained in the approvals, the provisions of the authorizing resolutions and/or ordinances shall govern.

## **SECTION VII**

### **GOVERNING LAW**

This instrument shall be interpreted and enforced according to the laws of the State of New York. Should any provision herein contained be invalid according to the laws of this State, or any other state, territory, jurisdiction or locality, all such remaining provisions that are valid shall remain unaffected.

## **SECTION VIII**

### **ENTIRE AGREEMENT**

This Agreement, together with all the extraneous documents incorporated herein by reference, constitutes the entire Agreement between the parties, and there are no other representations, warranties or conditions made a part of this Agreement.

## **SECTION IX**

### **WAIVER / MODIFICATION**

Failure of either party to insist upon strict performance of any or all the terms and conditions herein contained shall not constitute a waiver of same, nor shall it prevent either party from insisting upon strict performance of any term of this Agreement later. Any provisions which are not immediately and strictly enforced will continue to be binding upon the parties, nonetheless. Further, this Agreement cannot be unilaterally altered, amended, modified, or changed by either party, and no such modifications will be binding upon the parties unless agreed to in writing and executed by both parties hereto with the same formality as this instrument.

**SECTION X**  
**BINDING EFFECT**

This Agreement shall be binding upon the parties hereto and all respective heirs, executors, administrators, successors and/or assigns.

**IN WITNESS WHEREOF**, the parties have hereto caused this Instrument to be executed on the day and date hereinafter set forth, which Agreement shall take effect on the later date thereof.

**Buyer(s):** \_\_\_\_\_

STATE OF NEW YORK/COUNTY OF ONEIDA ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he duly acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - Oneida County, New York

My Commission Expires:

**Seller:**

**By: City of Sherrill, New York**

\_\_\_\_\_  
**Hon. William Vineall, Mayor**

STATE OF NEW YORK/COUNTY OF ONEIDA ss.:

On the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared **William Vineall**, Mayor of the City of Sherrill, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and duly acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - Oneida County, New York

My Commission Expires:

***EXHIBIT A***

***Disclosure***

***The property had a previous open spill with the NYS DEC. In 2023 the Spill was remedied by NYS DEC.***

***While it is the purchaser's responsibility to perform their own due diligence the City of Sherrill was compelled to note this information in this bid opportunity and subsequent purchase.***

***The City of Sherrill is selling the property "as is" as required by the NYS as per the "Duties Section I A" of the attached agreement (Exhibit B).***

***EXHIBIT B (Attached)***



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

---

**AGREEMENT**

**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 City of Sherrill ("City") is a municipal corporation with its principal place of business located at 377 Sherrill Road, Sherrill, New York 13461.

3) Pursuant to Navigation Law Article 12, the Fund has expended and continues to expend cleanup and removal costs at the following property ("Site") located in the City of Sherrill:

**"Alaskan Oil"**

- Owner: City of Sherrill
- Address: 301 W. Seneca Street, Sherrill, New York
- Tax ID#: 322.014-1-11
- DEC Spill No: 87-08056
- Spill status: open

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 Alaskan Oil site is known to have been and continues to be contaminated with petroleum as a result of discharges of petroleum in violation of Navigation Law Article 12 and the New York State Department of Environmental Conservation ("NYSDEC") has assigned Spill No. 87-08056 to past discharges at the Alaskan Oil Site.

6) The Fund has incurred and continues to incur cleanup and removal costs in connection with a cleanup conducted by the NYSDEC, in its complete discretion, of the petroleum contamination at and migrating from the Alaskan Oil site.

7) The County of Oneida foreclosed on the Alaskan Oil site in 2007 and the City of Sherrill took ownership of the Alaskan Oil site in 2007 via deed transfer from the County of Oncida but is concerned that by holding title to the site, the City may be deemed a responsible party under the strict liability provisions of Navigation Law Article 12.

8) Remediation of the Alaskan Oil site by the NYSDEC is deemed to be a necessary element of the City's and the Fund's desire to reduce blight in the City of Sherrill, and upon sale at auction or by private sale, to enhance the future reuse of the Alaskan Oil site.

10) To date, the Fund has no knowledge of any fact which indicates that the City is a responsible party under the strict liability provisions of Navigation Law Article 12, nor are there any pending third-party damage claims filed with the fund from neighboring property owners or others related to the historic petroleum discharges at the Alaskan Oil site.

11) The Fund and the City, therefore, agree that this Agreement is warranted in order to achieve the following goals:

- a. Release of the City and their eligible successors and assigns, as set forth in Section II of this Agreement, from any and all liability for costs incurred or to be incurred by the Fund relating to the Alaskan Oil site;
- b. Facilitate any necessary cleanup by the NYSDEC, in its complete discretion, of the petroleum contamination at and migrating from the Alaskan Oil site; and
- c. Enhance efforts to remove blight, clean up the Alaskan Oil site and return it to the tax rolls for future productive use.



**NOW THEREFORE**, the Fund and the City agree as follows:

**I. Duties of Parties**

**A. City**

- i. **Sale:** The City will sell the Alaskan Oil site by publication with no reserve;
- ii. **Payment:** In consideration of this Agreement, the City shall pay to the Fund, with respect to the Spill Site, a non-refundable payment of fifty percent (50%) of the sale price. Said payment will be made by the City within sixty (60) days following the sale and the completion of the sale of the Alaskan Oil site. Such payment shall be made payable to "Comptroller, State of New York" and the check memo line shall reference "Oil Spill Fund". Said payment shall be delivered to the Fund in accordance with Section V of this Agreement.
- iii. **Legislative Approvals:** The City will obtain any necessary legislative resolutions or other legal prerequisites to effectuate this Agreement.

**B. Fund**

- i. The Fund will provide releases of liability to the City and its successors in interest as further specified in this Agreement.
- ii. The Fund will facilitate any cleanup conducted by the NYSDEC, in its complete discretion, using Fund monies and the NYSDEC will continue to carry out all necessary future investigation and cleanup of the petroleum contamination at and, as necessary, migrating from the Alaskan Oil site.

## II. Release of Liability

- A. Upon completion of the sale and after compliance by the City with Section I of this Agreement, the Fund hereby, acquits, and forever discharges the City, its officers, employees, or agents 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 City, for all past cleanup and removal costs relating to petroleum contamination at and migrating from the Spill Site incurred by the State through the date of this Agreement, including interest thereon and applicable penalties, which specifically relate to the discharges of petroleum product at the Spill Site.
- B. The releases set forth in this Section II of this Agreement shall extend to the City's eligible successors and assigns; provided, however, that it shall not extend, nor can it be transferred to any successors or assigns of the City who are persons 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 discharges of petroleum at or on the Spill Site.
- C. The Fund makes no agreements, promises, covenants, representations, or warranties regarding the past, present or future condition of the Spill Site, including but not limited to any contamination, or other effects, resulting either directly or indirectly from the discharges at the Spill Site, other than as set forth in this Agreement.
- D. By this Agreement, the Fund releases the City and any eligible successors and assigns, 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 Spill Site, including but not limited to any and all discharges which occurred or are existing at and/or migrating from the Spill Site as of the date City became the owner of the Site by reason of the deed transfer from the County of Oneida.

- E. The City and any eligible successors and assigns, shall not have any responsibility or obligation to conduct any remedial activities at or off of the Spill Site including the installation, testing and maintenance of any monitoring wells placed on the Spill Site or on adjacent properties.
- F. The City and any eligible successors and assigns shall not have any responsibility for payment of any environmental liens which may have been filed against the Spill Site and the Fund agrees to issue a release of any environmental lien which has been filed against the Spill Site and the Fund further agrees that it shall not file any additional environmental liens against the Spill Site after the NYSDEC performs the future remediation at the Spill Site or, if necessary, on adjacent properties.

### III. 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 City and their eligible successors and assigns, with respect to the petroleum discharges at or migrating from the Spill Site.

- B. Except as provided in Section II of this Agreement, the Fund explicitly reserves all rights with respect to any person, including the City 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 Spill Site.

IV. Miscellaneous

- A. By entering into this Agreement, the City certifies that, to the best of its knowledge and belief, it has not caused or contributed to a discharge of petroleum at the Spill Site.
- B. If the Fund determines that the information provided by the City is not materially accurate or complete, this Agreement may be declared null and void and all rights that the Fund may have against the City shall thereby be reinstated.
- C. The City, for itself and its employees, agents, lessees, successors and assigns, affirmatively waives any right to make a claim against the Fund pursuant to Navigation Law Article 12 with respect to any petroleum discharges at the Spill Site and releases the State of New York from any and all present or future claims by the City, with respect to discharges at the Spill Site.
- D. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right the City otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or the City'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 City of its 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 parties hereto is affixed.

V. Communications

All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered to the following and may, in addition, be made by electronic means:

*To the Fund:*

Patrick J. Holloway, Manager  
New York Environmental Protection and Spill Compensation Fund  
Office of the New York State Comptroller  
110 State Street, 8<sup>th</sup> Floor  
Albany, New York 12236  
Email: [pholloway@osc.ny.gov](mailto:pholloway@osc.ny.gov)

*To the City:*

Brandon Lovett, City Manager  
City of Sherrill  
377 Sherrill Road  
Sherrill, New York 13461  
Email: [blovett@sherrillny.org](mailto:blovett@sherrillny.org)

Dated: May 1, 2023  
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  
Suzette Baker  
Fund Administrator

**CONSENT BY CITY**

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

By: William Vineall

Title: William Vineall  
Mayor, City of Sherrill

Dated: 4/28, 2023

STATE OF NEW YORK    )  
COUNTY OF ONEIDA    ) SS.:

On this 28<sup>th</sup> day of April, 2023 before me the undersigned, a Notary Public in and for said State, personally appeared **William Vineall, Mayor, City of Sherrill**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person or entity upon behalf of which the individual acted, executed this instrument.

Renée M. Zupan  
NOTARY PUBLIC

RENEE M. ZUPAN  
Notary Public - State of New York  
No. 01ZU6343641  
Qualified in Oneida County  
My Commission Expires June 13, 2024

