

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT**

In re: Gilbert U. Dipalma  <p align="right">Debtor(s).</p>	CASE NO: 22-30299  CHAPTER: 13
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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address:  Jennifer Tremesani, Esq. (CT29824) The Law Office of Neil Crane, LLC 2679 Whitney Ave, Hamden, CT 06518 P:203-230-2233 F:203-230-8484, Jennifer@neilcranelaw.com  <input checked="" type="checkbox"/> <i>Attorney for:</i> the Debtor  <input type="checkbox"/> <i>Individual appearing without attorney</i>	<p><b><u>NOTICE OF ORDER GRANTING MOTION FOR PRIVATE SALE OF ESTATE PROPERTY</u></b></p> <p><b><u>D. CONN. BANKR. L. R. 6004-1(b)</u></b></p>
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**INSTRUCTIONS FOR COMPLETING AND FILING THIS NOTICE**

- 1. This Notice shall be completed in accordance with Fed. R. Bankr. P. 6004(c) and (f) and D. Conn. Bankr. L. R. 6004-1(b).**
- 2. This Notice shall be completed and filed *only* after a hearing on a Motion to Sell Estate Property, Motion to Sell Estate Property Free and Clear of Liens, and/or Motion to Approve Procedures to Sell Estate Property is held by the Court.**

**Description of property to be sold:**

All right, title and interest in the Debtors real property located at 93 Bennett Rd, East Haven, CT.

**Private Sale Information:**

Date of Private Sale:	6/28/2024	Time of Private Sale:	9:00 AM
Location of Private Sale:	Kristen Brandt, Esq., 36 State St, Suite 3, North Haven, CT 06473		

**Objection Deadline and Hearing Information:**

Last date to file Objections to Private Sale:	June 26, 2024
Hearing Date and Time regarding Private Sale:	June 27, 2024 at 11AM
Location of hearing:	U.S. Bankruptcy Court 157 Church St., 18th Floor New Haven, CT 06510

Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

Terms and conditions of auction/sale, including whether the Proposed Private Sale is to be free and clear of liens pursuant to 11 U.S.C. §363(f), and including information about how to register as a bidder:

Pursuant to the attached purchase and sale agreement, the buyer is to purchase the property known as 93 Bennett Rd, East Haven, CT for a purchase price of \$489,500.00. Additional sale terms are outlined as per the attached Purchase and Sale Agreement. If such purchase is not consummated with the above buyer, the Seller shall have the authority to sell the property to a new buyer under a new contract for a purchase price equal to or greater than \$460,000.00 without further approval from this Court. The Debtor proposes to pay off liens and encumbrances of record and in the order and priority that exists regarding the subject property and any other closing costs, liens, bank fees, attorney fees, escrow advances, and other incidental charges in connection with said closing. At closing, sufficient funds will be held in escrow to cover the compensation of the seller/debtor real estate agent and The Law Office of Neil Crane, LLC as such compensation is subject to further approval by this Court. Also at closing, funds will be held in escrow in an amount sufficient to pay any lien avoided pursuant to 11 U.S.C. § 522(f), plus interest for 120 days at the Federal Judgment Rate, until the Debtor is granted a Chapter 13 discharge. At the time the Order of Discharge enters, the lien funds held in escrow may be released to the Debtor. Should a closing take place and the chapter 13 case be dismissed, the funds are due to the lien holders.

Contact person for potential bidders or potential higher offers (*include name, address, telephone, fax and/or email address*):

Jennifer Tremesani, Esq.  
The Law Office of Neil Crane, LLC  
2679 Whitney Ave, Hamden, CT 06615  
P: 203-230-2233  
F: 203-230-8484  
Jennifer@neilcranelaw.com

Date: June 21, 2024

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Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

CERTIFICATE OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

The Law Office of Neil Crane, LLC, 2679 Whitney Ave, Hamden, CT 06518

A true and correct copy of the foregoing document entitled NOTICE OF ORDER GRANTING MOTION FOR PRIVATE SALE OF ESTATE PROPERTY was served in the manner stated below:

1. SERVED VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to this Court's Administrative Procedures for Electronic Case Filing (Appendix A), the foregoing document will be served using the Court's CM/ECF system via NEF with an embedded hyperlink to the document. On (date) June 21, 2024, I will confirm the CM/ECF docket for this bankruptcy case or adversary proceeding and will confirm that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

US Trustee, Office of the US Trustee, Giaimo Federal Building, 150 Court Street, Room 302, New Haven, CT 06510

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) June 21, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows:

See Attached Certificate of Service

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) June 21, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows:

See Attached Certificate of Service

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 21, 2024
Date

Jennifer Tremesani, Esq
Printed Name

/s/Jennifer Tremesani, Esq.
Signature

Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

Authentication ID: 001304C57A680E5E1F11-067F5-01122482224978



**REAL ESTATE PURCHASE CONTRACT**  
**Connecticut REALTORS®, Inc.**



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

**1. Parties**

Buyer Christopher Anastasio Anthony Franco  
 Name(s)  
67B Fernwood Ln Cheshire CT 06410  
 Address

Seller Gilbert Dipalma & Teresa Dipalma  
 Name(s)  
93 Bennett East Haven CT 06512  
 Address

**2. Property.** Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as

93 Bennett Road East Haven, CT 06513 ("Property").  
 Number Street Town Zip Code

**3. Fixtures and Personal Property.** Except as specifically indicated below or on the attached Property Inclusions/Exclusions Rider (if checked), all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale. Included as fixtures in this sale as part of the Property are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith, including, if any, all blinds, window shades, screens, doors, door and window hardware, wood and gas stoves, storm windows, landscaping, awnings, shutters, electrical and lighting fixtures, door mirrors, pumps, mailboxes, plumbing fixtures, cabinetry, door and cabinet hardware, pool house and other outbuildings, mantels, flagpoles, alarm system and codes, swimming pool and swimming pool pumps and equipment (if any), garbage disposal, garage door openers, central air conditioning equipment, and built-in dishwashers. **No part of the purchase price below is assigned to any personal property or fixtures.**

See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN): \_\_\_\_\_

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN): \_\_\_\_\_

**4 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS FILLED IN**

- 4. Price.** The total purchase price is \$ 459,900.00
- (a) Buyer shall make the following deposit, by personal check, cashier's check or certified funds, subject to collection, upon receipt of this fully executed Contract, but no later than three (3) calendar days thereafter. Deposit to be applied to the total purchase price. If this deposit is not paid by Buyer by the stated time, Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder: 10,000.00
  - (b) Buyer will make the following additional deposit by cashier's check or certified funds on or before \_\_\_\_\_ calendar days after the date that this Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection: \_\_\_\_\_
  - (c) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately: \_\_\_\_\_
  - (d) Seller will take back a purchase money note and mortgage as described in the attached rider: \_\_\_\_\_
  - (e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5: 436,945.00
  - (f) Buyer will pay the following balance at the closing by cashier's or certified check: 12,955.00
  - (g) **TOTAL (If the total shown in 4(g) exceeds the total purchase price, the excess shall be returned to Buyer at closing.** \$ 459,900.00

Buyer Initial CA AF Date 05/09/2024 Seller Initial TD GD Date \_\_\_\_\_

Authentisign ID: 00224C07A6401E54F114867E010224822240278

Property Address 93 Bennett Road East Haven 06513 Real Estate Purchase Contract Page 2 of 5

5. **Mortgage Contingency.**
- N/A – No Mortgage, this is a Cash Transaction
  - N/A – Mortgage Contingency Waived
  - Mortgage Contingency (AS PROVIDED BELOW)

Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before 6/3/2024 ("Mortgage Contingency Date"). Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer including all conditions contained therein. Buyer will pay all application fees, points (not to exceed \_\_\_\_\_), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:

- (a) Amount \$ 436,945.00
- (b) Maximum initial interest rate: 7.500 % per annum
- (c) Minimum term: 30 years
- (d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

- Conventional Fixed Rate
- Conventional Variable Rate
- CHFA
- FHA
- VA
- Other: \_\_\_\_\_

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

- Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.
- Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, initial lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17, the obligations of the parties under this Contract shall end.

6. **Deposit and Escrow of Deposits.** The deposit(s) payable under this Contract shall be made at the time(s) and in the manner specified in paragraph 4, payable to the listing Broker. If any deposit payable under this Contract is not paid by Buyer by the stated time, then Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by CHECK ONE  listing Broker  other \_\_\_\_\_ (applies only if filled in) in accordance with Connecticut law until: CHECK ONE.

- The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8<sup>th</sup>) day following the Mortgage Contingency Date.

Transfer of title unless requested earlier by settlement agent/attorney to satisfy good funds requirement

In case of a dispute, the party holding the deposit shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon. If the party holding the deposit initiates or is made a party in any action arising out of a dispute between the parties over deposits, then any and all costs incurred by the party holding the deposit (including, without limitation, attorneys' fees and court costs) shall be paid by the nonprevailing party.

7. **Closing.** The closing will take place on 6/10/2024 (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. **Possession at Closing; Condition of Property; Risk of Loss.** At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing. In case of any loss or damage, when Seller has not restored the Property substantially to its former condition prior to closing, one of the following shall occur at Buyer's option: either (a) the Seller shall pay over or assign to the Buyer all sums recovered on account of said insurance upon Buyer's payment of the balance of the Purchase Price to Seller, or (b) the Buyer may terminate this Agreement and the deposits shall be refunded to the Buyer.

Buyer Initial CA AF Date 05/09/2024 Seller Initial TD GD Date \_\_\_\_\_

Authentisign ID: 00000000000000000000000000000000  
Property Address 93 Bennett Road

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9. Other Conditions.

**Pool to be taken down and removed. House, garage and sheds to be emptied. Furnace/boiler to be replaced with new unit.**  
**Buyer's agent (Dow DellaValle) to be paid 2.5% commission by seller.**

10. **Title.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price: \_\_\_\_\_  
Sewer and water liens will not be assumed by buyer unless specifically stated here:

Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

11. **Adjustments.** Adjustments for taxes, association fees, rents, rental security deposits, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. **Default; Liquidated Damages; Remedies.** If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. **Complete Agreement.** This Contract, including riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This contract may only be amended by a writing signed by all parties.

14. **Assignability.** Buyer may only assign its rights under this Contract by mutual written consent of both parties.

15. **Survival.** This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. **Equal Housing Rights.** Buyer acknowledges that he/she is aware of his/her right to be shown any home within his/her price range in any area specified by Buyer and which is available to the REALTOR® in the area in which he/she is licensed.

17. **Home, Pest and Environmental Inspection/Tests.** Buyer acknowledges that Buyer has the opportunity to make a full and complete inspection of the Property and other improvements, to the extent desired by Buyer. If Buyer elects to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property.

Buyer waives inspections under this section  Buyer elects the following inspection(s):

[Applicable Only If Checked]

A HOME INSPECTION performed by an engineer licensed by the State of Connecticut or a home inspection service licensed by the State of Connecticut determining whether or not the buildings and other improvements located on the Property are structurally sound and whether or not the mechanical, electrical and plumbing systems of any of the buildings are in good repair.

Buyer Initial CA AF Date 05/09/2024

Seller Initial GD TD Date \_\_\_\_\_

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Property Address 93 Bennett Road

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- A TERMITE OR WOOD DESTROYING INSECT INSPECTION** performed by a licensed exterminator or inspection service licensed by the State of Connecticut and determining whether or not the buildings on the Property are infested by termites or wood-boring insects and whether or not the buildings on the Property are damaged as a result of such infestation.
- OTHER INSPECTIONS/TESTS** of the buildings located on the Property for  asbestos;  radon;  mold; and  \_\_\_\_\_ (other(s)), performed by a licensed inspector or inspection service licensed by the State of Connecticut, the results of which are satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any inspection and/or test.

Buyer must arrange and pay for all inspections including any additional inspections recommended by the inspector. Buyer must give Seller written notice of any inspection that does not meet the standards set forth above together with a copy of the relevant pages of the inspection report, on or before \_\_\_\_\_ calendar days after the date that this Contract is fully executed (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 17 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections.

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth above, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory written agreement regarding the correction of these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 5 calendar days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 17 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 17, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 17.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to any defects in the Property or the cost of addressing any environmental condition in the Property of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release and the obligations and agreements of Buyer contained in this paragraph 17 shall survive the deed and the termination of this Contract.

In completing paragraph 17, Buyer and Seller understand that: If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

**BUYER MAY CONDUCT AN INSPECTION OR RISK ASSESSMENT** (as defined by federal law) by a licensed environmental inspector or recognized inspection service for lead-based paint and lead based paint hazards in the Property (as those terms are defined by federal regulation) within the time period stated in paragraph 17, with the results being satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any such inspection. Buyer may waive this right by completing the WAIVER below (if applicable, Buyer executed HUD notice on lead-based substances, attached).

**WAIVER.** By initialing here: CA AF, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards in the Property. Seller acknowledges such waiver by initialing here: \_\_\_\_\_

18. **Riders.** The riders which are checked below and which are attached to the Contract are made part of this Contract.

APPLICABLE ONLY IF CHECKED

- RIDERS:**
- Appraisal  As Is  Attorney Approval  Combined Contingency Addendum  Common Interest Community Rider  Insulation(New Homes only)  Perc/Pit Test  Sale of Buyer's Residence Contingency (AKA Hubbard)
  - Sale of Buyer's Residence Contingency (Under Contract)  Short Sale  Septic/Well  TRID/CFPB Rider
  - Other \_\_\_\_\_

Buyer Initial CA AF Date 05/09/2024

Seller Initial TD GD Date \_\_\_\_\_

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Property Address 93 Bennett Road East Haven 06513 Real Estate Purchase Contract Page 5 of 5

**19. Property Condition Disclosure Report.** To the extent required by Section 20-327b of the Connecticut General Statutes, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

**20. Notices to Buyer.** (a) **Lists of Hazardous Waste Sites.** Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) **Lists of Properties where Shooting Sports Conducted.** Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) **Information Concerning Environmental Matters.** Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) **Educational Material Concerning Well Water Testing.** If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

**21. Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use: \_\_\_\_\_ Seller elects to use: \_\_\_\_\_  
\_\_\_ Fax: Fax number is: \_\_\_\_\_ \_\_\_ Fax: Fax number is: \_\_\_\_\_  
\_\_\_ Email: Email address is: chrisanastasio@rocketmail.com \_\_\_ Email: Email address is: \_\_\_\_\_

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

**22. Broker(s).** Buyer and Seller recognize Dow Della Valle (firm name) and Century 21 AllPoints Realty (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

**BUYER**  
Christopher Anastasio  
Authentisign  
Anthony Franco **Christopher Anastasio**  
Authentisign  
Anthony Franco  
Date: 05/09/2024

**SELLER**  
Authentisign  
Gilbert DiPalma  
Authentisign  
Teresa DiPalma **Gilbert DiPalma**  
**Teresa DiPalma**  
Date: \_\_\_\_\_



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT**

In Re: : CHAPTER 13  
: :  
Gilbert U. Dipalma : CASE NO. 22-30299  
DEBTOR : :  
: Date: June 21, 2024

**CERTIFICATION OF SERVICE**

The undersigned hereby certifies that on the 21<sup>st</sup> day of June 2024 I served via the Court's CM/ECF electronic service on all parties qualified to receive electronic notice, or sent by First Class mail, postage prepaid, as indicated, a copy of the Notice of Sale and all as attached hereto upon the following:

**VIA ECF**

U. S. Trustee  
Office of the U.S. Trustee  
Giaino Federal Building  
150 Court Street, Room 302  
New Haven, CT 06510  
VIA ECF

Roberta Napolitano, Chapter 13 Trustee  
10 Columbus Boulevard, 6th Floor  
Hartford, CT 06106  
VIA ECF

Jeffrey J. Hardiman  
on behalf of Creditor Lakeview Loan Servicing LLC [jeffrey.hardiman@brockandscott.com](mailto:jeffrey.hardiman@brockandscott.com),  
[wbecf@brockandscott.com](mailto:wbecf@brockandscott.com)

Lawson Williams, III  
on behalf of Creditor Lakeview Loan Servicing LLC [attorney.lawson.williams@gmail.com](mailto:attorney.lawson.williams@gmail.com),  
[wbecf@brockandscott.com](mailto:wbecf@brockandscott.com)

Sara Buchanan  
on behalf of Creditor Lakeview Loan Servicing LLC [Sara.buchanan@brockandscott.com](mailto:Sara.buchanan@brockandscott.com),  
[wbecf@brockandscott.com](mailto:wbecf@brockandscott.com)

**VIA FEDEX OVERNIGHT:**

Gilbert U. Dipalma, 33 Turner Drive, North Haven, CT 06473-3764

Capital One Bank, 1507 Capital One Dr, 2nd Fl, Richmond, VA 23238

Gilbert G. Dipalma, Co-Debtor Son, 33 Turner Drive, North Haven, CT 06473-3764

PORTFOLIO RECOVERY ASSOCIATES LLC, PO BOX 41067, NORFOLK VA

Portfolio Recovery Associates, Attn: President / Manager, PO Box 12903, Norfolk, VA 23541

Portfolio Recovery Associates, 120 Corporate Blvd, Norfolk, VA 23502

Teresa Dipalma, Co-Debtor Spouse, 93 Bennett Rd, East Haven, CT 06513-2059

Town of East Haven, Tax Collector, 250 Main Street, East Haven, CT 06512-3034

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