

**WARREN COUNTY
REAL PROPERTY TAX SERVICES AGENCY**

Michael R. Swan
Director

Lexie Delurey
Deputy Director

AGENDA

REAL PROPERTY TAX SERVICES

COMMITTEE MEETING

APRIL 22, 2010

- 1) Corrections from the Treasurers Office.
- 2) Restricting bidders at County Public Auction
- 3) Paying Taxes.
- 4) 2010 Foreclosure.
- 5) Real Property Budget.

- ITEM 1) There are no corrections from the Treasurers Office this month.
- ITEM 2) I have received replays from 10 counties that do not permit people with delinquent taxes to bid at property auctions. All the counties have the restriction in their Terms and Conditions of Sale. I have attached the Terms from Hamilton and Schenectady counties as examples. In Warrens County, the Terms of Sale we set by a Resolution. If the committee wishes to include this restriction, the resolution will need to be revised.
- ITEM 3) Over the last year, I have had many inquires about paying taxes with a credit card and installment payments on current taxes. I have attached a press release from Buffalo about paying taxes with a credit card and who pays the 2.5 % fee. There is a section of Real Property Tax Law that allows installment payments on current taxes. Both of these plans will need input from Mr. O'Keefe and I am bringing the ideas to the committee to see if there is enough interest to do the research and have Mr. O'Keefe come to the next meeting to discuss the possibilities.
- ITEM 4) We have had a few problems getting the current foreclosure information together. This has been a result of using the software from the Treasures' Office to generate the letters and lists that need to be mailed to all parties affected by the non payment of taxes. The bugs have been worked out and the mailing is almost ready to begin. Next year will be much soother. The last day to redeem is now August 20, 2010. The auction date of October 16, 2010 will not need to be changed, as there was additional time put into the process just in case problems like this came up.
- ITEM 5) Information for the committee. Unless something unexpected comes along, Real Property should make it through 2010 without any problems. Also, since Vic Mallison, a former Warren County Supervisor from Glens Falls, took over as Director of the NYS Office of Real Property Services, the increase in licensing fees for the assessment software we use has been eliminated and the cost will be same as last year. This will save about \$ 6,000 County wide.

- e. Purchaser's are NOT responsible for payment of any back taxes, but are responsible from the date of full payment of purchase price balance.
- f. Purchase and sale agreement is not assignable, transferable or negotiable.
- g. The Seller and Auctioneers reserve the right to refuse admittance to or expel anyone from the auction premises for interference with the auction activities, nuisance, canvassing or any other reason(s).
- h. Buyer(s) deposes and states the following: 1. I am the real party interested in the property. 2. There are no persons other than those listed on the purchase and sale agreement who are financially or beneficially interested in the sale. 3. NO COLLUSION with any other bidder or any public official has taken place. 4. Buyer agrees and states that buyer had no relationship with previous owner. 5. Buyer states that they do not own any property in The County Of Schenectady on which taxes are due and owing or that currently have been sited for code violation and or currently being prosecuted for any code violations. Additionally, delinquent taxpayers are forbidden from participating in the auction. 6. I hereby declare that The County Of Schenectady has never taken title to any property owned by me via an In Rem Tax Foreclosure proceeding.**
- i. All deeds shall contain a clause that if the purchaser, his/her successors or assigns shall fail to comply with the appropriate condition The County Of Schenectady has a right to re-enter the property without refunding the purchase price or buyer's premium and or additional fees paid by the purchaser at the auction.
- j. **The purchaser(s) shall not alter, remove or otherwise change any items contained in or attached to any building or land to be purchased from The County Of Schenectady until the full purchase price, buyer's premium and additional charges have been paid in full and the deed has been received from The County Of Schenectady by the purchaser or the Purchaser has obtained written permission from the County to enter and maintain the property until transfer of title. Violations of this clause shall be grounds for immediate forfeiture of all monies paid and suit or criminal charges may, at the election of the County be filed against the Bidder as Purchaser. Associated fees shall be passed on to the Bidder as Purchaser and forfeited monies shall be retained by the County and Auction Company Without Recourse Against Either Party. By Execution Of This Agreement, Bidder As Purchaser Agrees And Fully Acknowledges This Clause.**
- k. **Notice To Purchaser(s): Improved properties may be OCCUPIED.** The Purchaser shall be solely responsible for any/all necessary eviction procedures once title has been transferred to the Purchaser by the County. Landlocked Properties Are Not Accessible For Inspection. Improved Properties Do Not Have Any Scheduled Inspection. Please Drive By Only As Many Of The Properties Are Occupied.
- l. No personal property is included in the sale of any property and/or parcel(s) owned by Schenectady County, unless the former owner or former occupant has abandoned such property at the property at time of sale. The disposition of any personal property located on, in, under or on the property or parcel sold shall be the sole responsibility of the purchaser upon transfer of title.
- m. No person or spouse who is employed in the office of the County Manager, County Attorney, Department of Finance, Real property Tax Services Agency or who is a Member of the Schenectady County Legislature, Auction Company, its Independent Contractors and Family Members shall be permitted to bid upon or purchase property at the auction.
- n. **Notice To Real Estate Brokers/Agents:** The Auction Company is acting in the capacity of a Real Estate Broker and NOT as a Realtor on the sale of the properties contained herein. The Auction Company is NOT offering any cooperating brokerage fee to any outside brokerage company for producing a bidder or purchaser at this auction. It is recommended that Brokers and/or Agents structure some type of compensation from the buyer they are representing in the capacity of a "Buyer Broker".
- o. **Auction Company, Auctioneer and County reserve the right to revise, change and implement changes to the terms, procedures and conducting of auction at their discretion, prior to or during auction. All revisions, if any, shall be posted or announced prior to commencement of auction or, if necessary, during auction and shall become immediately and fully binding upon the bidder as purchaser at that time.**
- p. **Property Inspections: Please drive by or walk vacant land parcels. Improved properties may ONLY be inspected from the exterior. Please do not enter any improved properties. Please ONLY Drive By Occupied Properties.**

I/We Agree That I/We Have Read And Clearly Understand The Above Captioned Terms & Conditions And Furt Agree To Abide And Be Bound By All Terms & Conditions, Contracts And Addendums.

X _____ October 25, 2008
Signature

X _____ October 25, 2008
Print Name

- 9. All sales shall be final, absolute and without recourse, and in no event shall Hamilton County and/or Haroff Auction & Realty, Inc., be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns, against Hamilton County and/or Haroff Auction & Realty, Inc., arising from this sale.
- 10. Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and there sold subject to the provisions of law applicable thereto.
- 11. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom Hamilton County foreclosed and has no intent to defraud Hamilton County of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom Hamilton County foreclosed within 24 months subsequent to the auction date and, if such conveyance occurs, the purchaser understands that he/she may be found to have committed a fraud and/or intent to defraud and will be liable for any deficiency between the purchase price at the auction and such sums as may be owed to Hamilton County as related to the foreclosure on the property and consents to immediate judgment by Hamilton County for said amounts.
- 12. Hamilton County acquired title to these properties in accordance with Article 11, of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings, and/or as a result of forfeiture.
- 13. If a purchaser owes any outstanding and delinquent taxes to Hamilton County, those delinquent taxes must be paid in full prior to closing on any purchases made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid. **PREVIOUSLY DEFAULTING PARTIES ARE NOT ALLOWED TO BID!**
- 14. All bids shall be subject to approval by the Hamilton County Board of Supervisors, which shall have the right, in the Board of Supervisors sole discretion, to reject any bid for any reason whatsoever. In the event the successful high bidder fails to close on a parcel, the second highest bidder will have the option to purchase the parcel at their highest bid. No exceptions.
- 15. No personal property is included in the sale of any of the parcels owned by Hamilton County. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
- 16. All informational tools, such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. **THE COUNTY, THE AUCTIONEER, AND THE BROKER MAKE NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.**
- 17. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.
- 18. Evictions, if necessary, are solely the responsibility of the successful bidder, after closing and recording of the deed.
- 19. The successful purchaser on each auction parcel must remove the auction sign within seven (7) days after the recording of the deed.
- 20. The purchaser shall be solely responsible for the payment of all taxes levied against the property subsequent to the auction.
- 21. The purchaser may not assign his/her right to complete the sale. **ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) AS REGISTERED AT THE AUCTION.**

Bidders Seminar & Early Registration
 Monday, June 15th at 7:00PM
 Holiday Inn
 8 North Cornie Ave. (State Route 30A), Johnstown, NY.
 These meetings are highly recommended to first time auction attendees and persons seeking additional information regarding the auction properties. The terms and conditions of the auction are explained in detail. The bid closure process and how it relates to liens will be outlined. **Early Bidder Registration will be conducted at the seminar.**

Internet Bidding
 Haroff Auction & Realty, Inc. will offer live online simultaneous bidding for those unable to attend the live Fulton - Hamilton County Auction. Additionally, we will accept credit cards (Master Card and Visa ONLY) for the payment of auction deposits only. Be sure to review the updated terms and conditions regarding these changes and feel free to contact us with any questions.

Erie County On-line Tax Payment Application Draws Praise From Local Governments, Vendors, and Taxpayers

Taxpayers who own property within the limits of the City of Buffalo now can pay their current Erie County property tax on-line with a credit or debit card through a new web application on the Erie County website.

In addition, county taxpayers with 2009 and prior delinquent real property tax can use the on-line payment system to pay back taxes in any town or city in Erie County.

"Over the years my office has strived to offer the best customer service possible within a tight budget and a reduction in staff," Joseph Maciejewski, CCD, **Erie County's Department of Real Property Tax Services** director said. "We realized technology is the way to go."

The idea for the web application came about as a result of a customer survey that provided Director Maciejewski 's office with a measure of how it was doing.

"Overall, the biggest complaint from taxpayers was the wait time in the phone queue," he noted. "We asked the question, 'If you could look up tax information on-line would you use it?' We had a 100% 'Yes' answer to that question."

"The public loves it. The search and title companies absolutely love it. We are taking the time to walk taxpayers through the system. We also have four workstations in our lobby."

"I consider this a virtual office now," Director Maciejewski noted. " We're open 24 -7 -365, and paying property taxes online is just one of its functions. We also have a relational database that has basic assessment data and inventory."

Taxpayers who own property within the city limits may now pay their taxes by a credit card point-of-service terminal located in the lobby of the Property Tax office on the first floor of Buffalo's Rath building, as well as through the Erie County website. Paying at that terminal with the card includes an additional 2.5% usage fee, with a minimum of \$3.00 per payment. Debit card payments include \$3.00 per payment fee.

To make Internet payments, there is an additional 2.5% of the payment amount charged.

Fees for a VISA Debit Card payment will eventually change to \$3.95 per transaction.

"We budgeted \$29,000 and our tax collection software vendor and County Information staff created a web application which also incorporates RPS data," he said. It offers basic information such as, owner, inventory and exemptions.

Director Maciejewski feels the big benefit of the web application is to banks, mortgage companies and search companies.

"In conjunction with our Comptroller's office we did an RFP for banking services," Director Maciejewski said. "The taxpayer goes through our collection system and then interfaces directly with our bank. As soon as the payment clears, the account is updated, payment posted, and a receipt is emailed. It's very user friendly."

Beyond the benefits to Buffalo residents, Erie County taxpayers outside of the City who are delinquent on their property taxes also benefit from the new system. Residents in any Erie County city, town or village can use the online system to pay their back taxes.

"It has been a huge success," Director Maciejewski said. "The Real Property Tax Services web page is Number One in hits and visitors on the County website."

For more information, see the link at:

<http://www.erie.gov/ecrpts/>.



**Joseph L. Maciejewski, CCD
Erie County Director of Real
Property Services**

For up-to-date editorials and property tax-related news articles, visit ORPS' Assessment and Property Tax News Webpage

**Updated each weekday morning by 9:00 A.M. and available from
the ORPS Homepage:
www.orps.state.ny.us**