

Real Property Tax Services  
&  
Environmental Concerns  
AGENDA  
March 18, 2019

Committee Members: Braymer, Simpson, Strough, Dickinson, McDevitt, Merlino, Loeb, Hogan & Hyde

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior Committee meeting
- III. Action Agenda/New Business
  1. Request to... Enter into a New Contract with Constructive Copy  
Rationale: For bulk plotting of the County & Town tax maps
  2. Request to... Authorize the Chairman of the Warren County Board of Supervisors to Execute an agreement with NYS DEC for Chester parcel 104.10-4-5  
Rationale: Concerning removal of Underground Storage Tanks.
  3. Request to... Transfer funds from A.893 Reserve Environmental Testing Fund to A.1355 470 Real Property Contracts, in the amount of \$10,000.  
Rationale: To pay for the NYS DEC cleanup on the Chester property 104.10-4-5, Thermo-Home, Inc.
- IV. Referral/Pending Items
  - 1.
  2. ...
- V. Information for Discussion/Review
  1. Discuss possible amendment to Resolution 259 of 2017, Terms and Conditions of Sale.
  - 2.
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Environmental Concerns
  - 1.
  - 2.
- VIII. Motion to adjourn

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Attachments: Resolution request

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Real Property Tax Services

**DATE:** March 18, 2019

- (a) Is this a Result of a Bid or Request for Proposal? **Bid**
- (b) Purpose of Contract: **Bulk printing of Town and County tax maps**
- (c) Name of Contractor: **Constructive Copy**
- (d) Address of Contractor: **3 Northway Lane, North, Latham NY 12110**
- (e) Contractor's Contact Person and Telephone Number: **Dennis Joslin  
518-783-6044**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **April 22, 2019**
- (h) Termination Date of Contract: **December 31, 2019**
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$1500.00**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.1970 410 Supplies to Towns Supplies****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

## Delurey, Lexie

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**From:** Constructive Copy <production@constructivecopy.com>  
**Sent:** Wednesday, March 13, 2019 4:40 PM  
**To:** Delurey, Lexie  
**Subject:** RE: Price quote for printing tax maps

Hi Lexie,

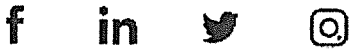
The cost to print these tax maps would be \$1246.80.


Thanks,

Dennis Joslin



3 Northway Lane, North  
Latham, NY 12110  
Office: 518.783.6044 | Fax: 518.783.3841  
Web: [www.constructivecopy.com](http://www.constructivecopy.com)



 Please consider the environment before printing this email

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**From:** Delurey, Lexie [<mailto:delureyl@warrencountyny.gov>]  
**Sent:** Wednesday, March 13, 2019 1:16 PM  
**To:** Constructive Copy <[production@constructivecopy.com](mailto:production@constructivecopy.com)>  
**Subject:** FW: Price quote for printing tax maps

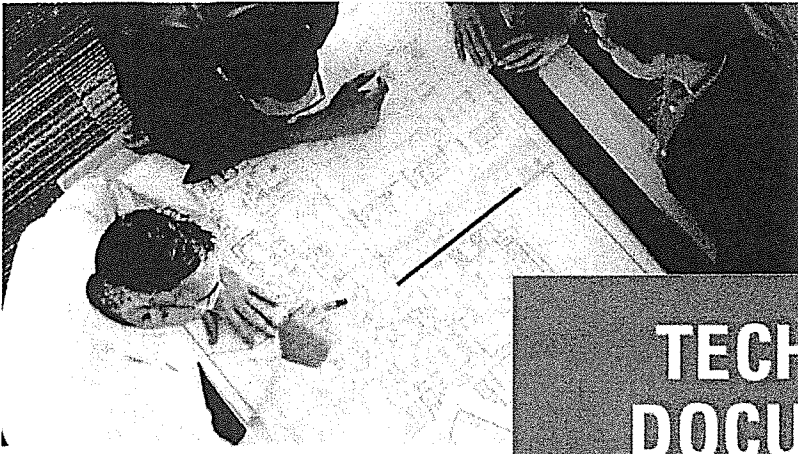
Good Afternoon-

Below is a request for a quote that I submitted this morning by email; however I was given the incorrect quantity for one of my towns by my mapper so I need to ask for a new quote using these numbers?

I would need 1923 full size sheets and 1024 half size sheets of the same sizes listed below.

Thank you and sorry for any confusion!

*Lexie A Delurey*  
Director, Real Property Tax Services  
Email: [delureyl@warrencountyny.gov](mailto:delureyl@warrencountyny.gov)  
Phone: 518-761-6466  
Fax: 518-761-6559



**TECHNICAL  
DOCUMENTS  
LARGE-FORMAT PRINTING**



**2019**

**Warren County Real Property Tax Services**  
Lake George, NY (518) 761-6464

**Lexie Delurey, RPTS Director**

I appreciate the opportunity to provide B&W/grayscale tax map printing services this year for Warren County. Each year we look forward to producing full scale and half-scale maps in a timely manner.

Cost per sheet for full scale maps 30x42"	<b>\$0.62</b> per sheet
Cost per sheet for half size maps 15x22"	<b>\$0.30</b> per sheet

<b>1024</b> sheets 15x22"	<b>\$307.20</b>
<b>1,923</b> sheets 30x42"	<b>\$1,192.26</b>

**total \$1,499.46**

No added cost for processing, files are expected to be formatted to print properly  
Estimated turnaround for printing **7-9 business days**

Please contact me for any further assistance

**Prepared by: Ron Howe**

**518-669-5191**

**[rhowe@northcoproducts.com](mailto:rhowe@northcoproducts.com)**



## Delurey, Lexie

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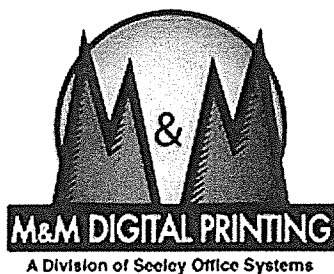
**From:** Matt <matt@mandmdigitalprinting.com>  
**Sent:** Wednesday, March 13, 2019 12:26 PM  
**To:** Delurey, Lexie  
**Subject:** RE: Price quote for printing tax maps

923 - 30 x 42" .66 ea. = 1269.18  
1024 - 15 x 22" .34 ea. = 348.16

Matthew Flint

1617.34

M & M Digital Printing  
95 Broad Street  
Glens Falls, NY 12801  
518-804-1044  
Cell: 518-932-9705  
[www.mandmdigitalprinting.com](http://www.mandmdigitalprinting.com)



**From:** Delurey, Lexie <delureyl@warrencountyny.gov>  
**Sent:** Wednesday, March 13, 2019 12:13 PM  
**To:** [matt@mandmdigitalprinting.com](mailto:matt@mandmdigitalprinting.com) <[matt@mandmdigitalprinting.com](mailto:matt@mandmdigitalprinting.com)>  
**Subject:** Price quote for printing tax maps

Good Morning-

I am writing today to ask for a price quote on a bulk printing job for Warren County Tax Maps. I would need a quote for the cost of a full sheet map size 30" X 42" and also the cost of a half sheet map size 15" X 22".

1923

1024

I will be needing 1,921 full size sheets printed and I will need 1023 half size sheets printed. These will need to be done in a high quality greyscale on 20lb paper.

Thank you for your time and I look forward to your response!

Sincerely,

*Lexie A Delurey*  
Director, Real Property Tax Services

# **RESOLUTION REQUEST FORM NO. 20**

## **MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME:** Real Property Tax Services

**DATE:** 3/18/2019

- (a) Purpose of Request:  
**Authorize the Chairman of the Warren County Board of Supervisors to execute an agreement with NYS DEC for Town of Chester parcel 104.10-4-5.**
  
- (b) Details:  
**For a maximum dollar amount of \$10,000.**
  
- (c) Previous Resolution Number:
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

**Sample: A.8021 470 Planning & Community Development – Contract**

\* as listed in budget and LOGOS

STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

-----X

In the Matter of the Alleged Violations of  
Articles 3, 17 & 71 of the Environmental Conservation Law ("ECL"),  
Article 12 of the Navigation Law of the State of New York and Title  
6 of the Official Compilation of Codes, Rules and Regulations  
("6 NYCRR") of the State of New York

Case No.  
CO 5020190215-12

By

Warren County

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WHEREAS:

1. The New York State Department of Environmental Conservation (the "Department") is an agency of the State of New York, which, pursuant to Titles 3 and 10 of Article 17 of the Environmental Conservation Law ("ECL"), is authorized to regulate the storage and handling of petroleum in the State of New York.
2. Warren County is a New York State County (The County) authorized, among other things, to foreclose on eligible properties located within its County.
3. Within the County's jurisdiction there is a property located at 10 Pine Street, Chestertown NY, 12817 Warren County, (The Facility) which the County plans to foreclose upon.
4. Navigation Law §173 prohibits the discharge of petroleum.
5. Navigation Law §178 authorizes the Department to conduct remediation investigations related to discharges of petroleum.
6. The Department alleges that the absent owner or its predecessor or other operators have discharged petroleum in violation of the Navigation Law at the alleged PBS Facility.
7. The Alleged tanks at the Facility have not been in use for more than 12 months and therefore must be removed pursuant to Petroleum Bulk Storage (PBS) regulations under 6 NYCRR 613-2.6 (a)(3).
8. The County without admitting or denying the allegations made and the violations described herein, agrees to enter into this Consent Order to have the Department address the petroleum contamination at, arising from, or relating to this Facility. The County has consented to the issuing and entering of this Order on Consent pursuant to the provisions of Articles 17 and 71 of the ECL, and has agreed to be bound by the provisions, terms and

conditions herein.

Except in relation to the responsibilities set forth in this Order, the existence of this Consent Order or The County's compliance with this Order shall not be construed as an admission of liability, fault, or wrongdoing by The County, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION HEREBY ORDERS THAT:

#### I. COMPLIANCE SCHEDULE

A. Upon the effective date of this Order, the Department shall commence remedial action at Facility including the investigation of the Facility and any removal of the alleged abandoned and/or leaking tank(s) and tank system(s) and addressing any petroleum contamination found in the soil.

B. The County shall be liable for the Department's remedial costs incurred at the Facility in an amount not to exceed \$5,000 for the investigation of the Facility and also, is not to exceed \$10,000 total for the investigation and removal of any abandoned or leaking tanks are discovered pursuant to that investigation. The total amount shall be paid upon the Department providing the County with documentation of the costs incurred.

#### II. SPILL COMPENSATION FUND

Notwithstanding, any other provision of this Order, if with respect to the Facility there currently exists or may exist in the future a claim of any kind or nature on the part of the New York State Environmental Protection and Spill compensation Fund against The Owner of the Facility, The County or any of its successors or assigns, nothing in this Order shall be construed, or deemed, to preclude the State of New York from recovering such claims plus applicable fines and/or penalties from Respondent or any of its successors or assigns. The County reserves its rights to recover costs incurred under this Order from any appropriate third party, other than the State of New York or the New York State Environmental Protection and Spill Compensation Fund.

#### III. PENALTIES AND COST RECOVERY

The Department reserves the right to impose a civil penalty for the alleged violations contained herein as well as any additional violations disclosed during the implementation of this Order. The County reserves all of its rights and defenses relative to any such claim.

#### IV. NOTICES

Any notice, request, consent, waiver or other communication required or permitted to be given throughout this Consent Order shall be effective only if in writing and shall be deemed sufficient only if delivered in person or sent by first class mail, email, telecopy, overnight or by certified or registered mail, postage prepaid, return receipt requested, addressed as Re: 10 Pine Street. and sent to:

Warren County – Office of the County Attorney  
1340 State Route 9  
Lake George, New York 12845

To The Department:

Deborah Gorman, Esq.  
NYSDEC – Office of General Counsel  
625 Broadway, 14<sup>th</sup> Floor  
Albany, New York 12233  
[deborah.gorman@dec.ny.gov](mailto:deborah.gorman@dec.ny.gov)

With a Copy to:  
Steve Paszko  
NYSDEC – Region 5  
1115 State Route 86  
P.O. Box 296  
Ray Brook, New York 12877  
[Steve.Paszko@dec.ny.gov](mailto:Steve.Paszko@dec.ny.gov)

V. STANDARD PROVISIONS

Respondent shall comply with the standard provisions which are attached, and which constitute material and integral terms of this Order and are hereby incorporated into this document.

DATED: \_\_\_\_\_, 2019

New York State Department of Environmental Conservation

By: \_\_\_\_\_

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Order.

Warren County

By: \_\_\_\_\_

Name: Ronald F. Conover

Title: Chairman of the Warren County Board of Supervisors

Date: \_\_\_\_\_

E-mail address: supervisor@town.bolton.ny.us

ACKNOWLEDGMENT

STATE OF NEW YORK) ss:  
COUNTY OF WARREN)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me personally came Ronald F. Conover, as Chairman of the Board of Supervisors of Warren County and who executed the above instrument; and that he signed his name thereto by authority of said Corporation.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

## STANDARD PROVISIONS

**Payment.** Any penalty assessed pursuant to the terms and conditions of this Order shall be paid by submitting a certified check, cashier's check, or money order, payable to the Department of Environmental Conservation, to: New York State Department of Environmental Conservation, Office of General Counsel, Attn: Deborah Gorman, 625 Broadway, 14th Floor, Albany, New York, 12233-1500. Unpaid penalties imposed by this Order shall bear interest at the rate of 9 percent per annum for each day the penalty, or any portion thereof, remains unpaid. Payments received shall first be applied to accrued interest charges and then to the unpaid balance of the penalty.

**Communications.** Except as otherwise specified in this Order, any reports, submissions, and notices herein required shall be made to: New York State Department of Environmental Conservation, Office of General Counsel, Attn: Deborah Gorman 625 Broadway, 14<sup>th</sup> Floor. Albany, New York 12233-1500

**Duration.** This Order shall take effect when it is signed by the Commissioner of Environmental Conservation, or his designee, and shall expire when Respondent has fully complied with the requirements of this Order.

**Access.** For the purposes of monitoring or determining compliance with this Order, employees and agents of the Department shall be provided access to any facility, site, or records owned, operated, controlled or maintained by the Respondent, in order to inspect and/or perform such tests as the Department may deem appropriate, to copy such records, or to perform any other lawful duty or responsibility.

**Force Majeure.** If Respondent cannot comply with a deadline or requirement of this Order, because of an act of God, war, strike, riot, catastrophe, or other condition that was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by the Respondent through the exercise of due care, Respondent shall apply in writing to the Department within a reasonable time after obtaining knowledge of such fact and request an extension or modification of the deadline or requirement.

**Indemnity.** Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs resulting in the acts and/or omissions of Respondent, intentional, negligent, or otherwise, of every nature and description, arising out of or resulting from the compliance or attempted compliance with the provisions of this Order by Respondent or its employees, servants, agents, successors or assigns.

**Modification.** No change in this Order shall be made or become effective except as specifically set forth by written order of the Commissioner, being made either upon written application of Respondent, or upon the Commissioner's own findings after notice and opportunity to be heard have been given to Respondent. Respondent shall bear the burden of proving entitlement to any modification requested pursuant to this Standard Provision or the "Force Majeure" provision, *supra*. Respondent's request for modification shall not be unreasonably denied by the Department, which may impose such additional conditions upon Respondent as the Department deems appropriate.

**Other Rights.** Nothing contained in this Order shall be barring, diminishing, adjudicating or in any way affecting (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department and/or the State of New York may have against Respondent and/or anyone other than Respondent for any natural resource damage claim that the Department may have; (2) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than the Respondent; (3) any right of the Department to enforce administratively or at law or in equity, the terms, provisions, and conditions of this Order; (4) any right of the Department to bring any further action, either administrative or judicial, for any other violations of the ECL, the rules and regulations promulgated thereunder, or conditions contained in orders or permits, if any, issued by the Department to Respondent; (5) the summary abatement powers of the Department, either at common law or as granted pursuant to statute or regulation.

**Entire Agreement.** This agreement shall constitute the entire agreement of the Department and Respondent with respect to settlement of those violations specifically referenced herein.

**Binding Effect.** The provisions, terms, and conditions of this Order shall be deemed to bind Respondent and Respondent's heirs, legal representatives, receivers, trustees in bankruptcy, successors and assigns.

**Service.** If Respondent is represented by an attorney with respect to the execution of this Order, service of a duly executed copy of this Order upon Respondent's attorney by ordinary mail shall be deemed good and sufficient service.

**Multiple Respondents.** If more than one Respondent is a signatory to this Order, use of the term "Respondent" in these Standard Provisions shall be deemed to refer to each Respondent identified in the order.

# **RESOLUTION REQUEST FORM NO. 20**

## **MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME:** Real Property Tax Services

**DATE:** 3/18/2019

- (a) Purpose of Request:  
Appropriate funds from A.893.00 Reserve, Environmental Testing Fund to A.1355  
470 Real Property Tax Services, Contracts
  
- (b) Details:  
To pay NYS DEC for clean-up / tank removal on Chester parcel 104.10-4-5  
(Thermo-Home, Inc.)
  
- (c) Previous Resolution Number:
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and  
Amount:  
From Code A.893.00 To Code A.1355 470 \$10,000.

Sample: A.8021 470 Planning & Community Development – Contract

\* as listed in budget and LOGOS

# Warren County Board of Supervisors

## RESOLUTION NO. OF 2018

Resolution introduced by Supervisors Dickinson, Braymer, Simpson, Strough, McDevitt, Merlino, Loeb, Hogan and Hyde

**AMENDING RESOLUTION NO. 259 OF 2017; APPROVING AND ADOPTING THE WARREN COUNTY REAL ESTATE AUCTION TERMS AND CONDITIONS OF SALE APPLICABLE TO THE SALE OF PARCELS ACQUIRED BY THE COUNTY BY REASON OF THE FORECLOSURE OF TAX LIENS, TO ADD NEW LANGUAGE REGARDING REHABILITATION OF PROPERTY**

WHEREAS, the County has adopted terms and conditions of sale applicable to those parcels acquired by the County by reason of the foreclosure of tax liens, said terms being most recently amended by Resolution No. 259 of 2017, and

WHEREAS, the Director of the Real Property Tax Services Department is requesting to amend the Terms and Conditions of Sale to language regarding rehabilitation of property as follows:

- (f) FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within twenty four (24) months of the date of the deed. Within such twenty four (24) month time period, the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by County officials at or before the end of the twenty four (24) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the County may commence legal proceeding

*RESOLUTION NO. \_\_\_\_ OF 2018*

*PAGE 2 OF 2*

to retake title to the property. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the County Administrator for an extension of the twenty four (24) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The Director of Real Property Tax Services may, in his/her sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed three (3) months. Any additional request thereafter shall be made in writing and placed before the Board of Supervisors for their consideration, now, therefore, be it

RESOLVED, that the Terms and Conditions of Sale and the Purchase Offer Memorandum be, and hereby are amended to language regarding rehabilitation of property as outlined above, and be it further

RESOLVED, that other than the changes outlined above, all other terms and conditions of Resolution No. 259 of 2017 and all prior amendments will remain the same.

# Warren County Board of Supervisors

## RESOLUTION NO. 259 OF 2017

**RESOLUTION INTRODUCED BY SUPERVISORS BROCK, BRAYMER, MERLINO, STROUGH, DICKINSON, MCDEVITT, LEGGETT, SIMPSON AND VANSELOW**

**AMENDING RESOLUTION NO. 378 OF 2014; APPROVING AND ADOPTING THE WARREN COUNTY REAL ESTATE AUCTION 2017 TERMS AND CONDITIONS OF SALE APPLICABLE TO THE SALE OF PARCELS ACQUIRED BY THE COUNTY BY REASON OF THE FORECLOSURE OF TAX LIENS**

WHEREAS, the County has adopted terms and conditions of sale applicable to those parcels acquired by the County by reason of the foreclosure of tax liens, said terms being last amended by Resolution Nos. 379 of 2011, 514 of 2012, 485 of 2013, 236 of 2014 and 378 of 2014, and

WHEREAS, the Director of the Real Property Tax Services Department is requesting to amend the Terms and Conditions of Sale and the Purchase Offer Memorandum to revise the buyer premium amount from seven percent (7%) to six percent (6%) and to add a new subdivision (e) to paragraph 6 to include “any sewer charges unpaid or payable to the municipality in which the premises are situated which have not been relieved in the last town and county tax levy”, now, therefore, be it

RESOLVED, that the Terms and Conditions of Sale and the Purchase Offer Memorandum be, and hereby are amended to revise the buyer premium as outlined above and to add a new subdivision (e) to paragraph 6.

**WARREN COUNTY REAL ESTATE AUCTION 2018  
TERMS & CONDITIONS OF SALE**

The premises described in the preceding advertisement of sale will be sold under the direction of the Director of Real Property Tax Services Department, upon the following Terms of Sale:

1. The successful bidder (purchaser) of the premises being sold, or any portion thereof, will, at the time of the auction sign a Memorandum of Purchase Agreement in which the purchaser will agree to comply with and be obligated under all terms and conditions of sale of the Warren County Real Estate Auction **2018**. A copy of such Memorandum of Purchase Agreement is attached hereto and incorporated herein.
2. For a successful bid in any amount over One Thousand Dollars (\$1,000), Ten Percent (10%) of the purchase price of said premises and an additional **six percent (6%)** buyer's premium shall be made payable to the Warren County's official auctioneer at the time of the execution of the memorandum of purchase agreement, and for which payment a County receipt shall be given by the Office of the Treasurer, and which payment may be made by way of a personal check dated as of the date of the auction, cash or certified funds;

For a successful bid of One Thousand Dollars (\$1,000) or less, One Hundred Percent (100%) of the purchase price of said premises and an additional **six percent (6%)** buyer's premium shall be made payable to the Warren County's official auctioneer at the time of the execution of the memorandum of purchase agreement, and for which payment a County receipt shall be given by the Office of the Treasurer, and which payment may be made by way of a personal check dated as of the date of the auction, cash or certified funds;

In the event of a default or failure to complete the transaction by the successful bidder, the successful bidder agrees that the amount of the deposit and buyer's premium tendered by the successful bidder at the time of execution of the Memorandum of Purchase Agreement shall be forfeited to the County, or, if the tender is not completed, the successful bidder agrees that such amounts shall become due and owing to the County. The County reserves the right to pursue collection of such amounts, including costs and reasonable attorney's fees.

3. The successful bidder has no legal or beneficial ownership interest of any nature whatsoever in the property. All sales are subject to the approval of the Warren County Board of Supervisors which approval shall be given or denied within forty-five (45) days of such sale. The County of Warren reserves the right to reject any and all bids and cancel and/or postpone sales at any time before the actual delivery of deeds, a right which if invoked will be exercised within forty-five (45) days of such sale. In the event a sale is not approved by the Board of Supervisors, the down payment for that sale and the additional buyer's premium shall be promptly refunded without interest;

4. The balance of the purchase price (ninety percent (90%)) shall be made payable by bank or certified check or cash to the Warren County Treasurer, Warren County Municipal Center, Lake George, New York, within fifteen (15) days from the date of the resolution of the Warren County Board of Supervisors approving the sale, of which date the purchaser shall be provided with notice at the address given by the purchaser on the memorandum of purchase completed pursuant to Paragraph 1 of the Terms of Sale. The Real Property Tax Services Director is not required to send any further notice to the purchaser. If the purchaser fails to pay the balance of the purchase price within said fifteen (15) day period as provided above, all rights to complete the transaction per the memorandum of purchase agreement will expire and the deposit and Auctioneer's additional buyer's premium shall be forfeited to the County of Warren;
5. If the successful bidder at the auction fails to comply with the terms and conditions of sale and therefore forfeits the right to purchase or the time to purchase expires as defined in paragraph 4 above, the County shall consider whether to offer the property for sale to the second highest bidder of record. In furtherance of this, the Real Property Tax Services Director shall provide notice to the second highest bidder by mail at the address provided by the bidder at the auction that the County is considering whether to accept the bid of the said second highest bidder and inquire as to whether said bidder desires to purchase the property. If the said bidder is interested in purchasing the property, the second highest bidder shall have fifteen (15) days after the mailing of such notice to enter into a memorandum of purchase agreement as set forth in Paragraph 1, and complete the transaction including tender of payment. Notwithstanding the foregoing, upon receipt of a duly executed waiver and release from the highest bidder confirming that they will not be purchasing the property as defined in paragraph 4 above and acknowledging they will be forfeiting the buyer's premium and ten percent (10%) deposit made, the County can immediately offer the property to the second highest bidder pursuant to the terms and conditions set forth in this paragraph.
6. The premises will be conveyed free and clear of delinquent real property tax liens but subject to:
  - (a) city and village tax liens accruing during the year of the auction and not relieved in the last town and county tax immediately preceding the auction;
  - (b) school taxes accruing on or after July 1<sup>st</sup> in the year of the auction and any late payments and penalties related thereto;
  - (c) street or other special assessments unpaid or payable to the municipality in which the premises are situated;
  - (d) any water charges unpaid or payable to the municipality in which the premises are situated which have not been relieved in the last town and county tax levy.
  - (e) any sewer charges unpaid or payable to the municipality in which

the premises are situated which have not been relieved in the last town and county tax levy.

7. The deed delivered shall be a "Quit Claim" deed and shall contain the assessment roll description of the premises and not a metes and bounds description;
8. The bidding will be kept open after the property is struck down; in the case any purchaser shall fail to comply with any of these Terms of Sale, the premises so struck down will again be put up for sale under the direction of the Real Property Tax Services Agency; the original purchaser may be held liable for any deficiency between the sum for which said premises were purchased and the resale, together with any costs or expenses occurring on such resale;
9. The premises will be conveyed subject to all existing tenancies, easements, rights, licenses, privileges, and agreements, as well as any covenants, conditions, restrictions, reservations, rights of re-entry, possibilities of reverter, rights-of-way, utility or other easement agreements, or sell-offs in former deeds or other instruments of record. Additionally, the premises will be conveyed subject to existing laws and ordinances and any state of facts an accurate survey and prudent inspection of the property would disclose, and any federal and/or state taxes, liens, judgements and encumbrances of record not otherwise extinguished when the County of Warren took title to the subject parcel;
10. The purchaser is responsible for determining by diligent search of the public records, including those in the Warren County Clerk's Office, whether other persons or entities including, but not limited to, mortgagees, lienholders or others have an interest in the property which may affect the title as acquired through the tax foreclosure proceeding;
11. The purchaser is responsible for determining whether any structures are located on the premises and for the condition of any structures located on the premises. The descriptions may contain a reference to a structure that may have been removed after the description was prepared. The County makes no promises regarding the presence or condition of any structure;
12. There shall be no interruptions of the auction by any person. Any person so interrupting the auction may be removed from the auction;
13. Individuals purchasing property at this public auction will be responsible for Real Property Transfer Tax on all parcels purchased; and
14. The Internal Revenue Service and/or other Federal and/or State agencies may have a right to redeem their interest in properties following this auction. The bidder is responsible for ascertaining this information.
15. If a purchaser owes any outstanding and delinquent taxes to Warren County, those

taxes must be paid in full prior to closing on any purchase made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.

16. As a further term and condition of sale of the property, the Purchaser understands and agrees that the County shall arrange for the recording of the deed issued by the County in connection with such sale and that the Purchaser shall be liable for the payment of recording fees which shall be paid to the County at the time of closing on the property. The fees associated with the recording of the Quit Claim deed shall be in addition to all other amounts due by the Purchaser in connection with the sale.