

REAL PROPERTY TAX SERVICES and ENVIRONMENTAL CONCERNS  
AGENDA  
SEPTEMBER 10, 2020

COMMITTEE MEMBERS: Supervisors Braymer, Dickinson, Hogan, Beaty, Merlino, Simpson and Strough

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
  1. Request: to authorize the use of the attached Special Guidelines related to COVID for the 2020 Warren County Foreclosure Auction only.  
Rationale: to have guidelines for the safety of everyone attending the auction.
  2. Request: Amend Resolution No. 339 of 2019  
Rationale: to change the buyer's premium because of the new auction company this year.
- IV. Discussion Items:
  1. Stony Creek parcel 233.-1-73
- V. Referrals/Pending Items: None.
- VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)
- VII. Motion to adjourn

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Attachments: 

1. Resolution Request Form No. 20 – to authorize Special Guidelines for the 2020 foreclosure auction
2. Resolution Request Form No. 20 – to amend Resolution No. 339 of 2019
3. Parcel Status Report for Stony Creek 233.-1-73

# **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: September 3, 2020**

- (a) Purpose of Request:  
**Accept Special Guidelines related to COVID for the 2020 Warren County Foreclosure Auction**
  
- (b) Details:  
**Add these Special Guidelines for the year of 2020 only.**
  
- (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**

**WARREN COUNTY FORECLOSURE AUCTION 2020  
SPECIAL GUIDELINES RELATED TO COVID**

Due to COVID-19 Warren County has added the below special guidelines and we are advising you of them as follows:

1. No more than fifty (50) people at any given time will be allowed into the County Courthouse for the Warren County Tax Foreclosure Auction.
2. Only registered bidders will be allowed to enter the Courthouse. NO spectators or anyone who has not registered to participate in the auction will be allowed to enter the Courthouse.
3. Anyone that enters the Courthouse for the Warren County Tax Foreclosure Auction must wear a face mask at all times within the Courthouse, and must sanitize their hands prior to entering the Courthouse.
4. All persons who wish to enter the Courthouse and participate in the Warren County Tax Foreclosure Auction must complete and sign the attached COVID screening form.
5. Register only for the towns in which the property or properties you are interested in bidding on are located. The Auction will pause after the end of the sale for each town, and the people who are present in the Courthouse will leave the Courthouse before the sale for the next town begins. The people who have registered to bid for properties in the next town will then enter the Courthouse for the auction. If you are not registered to bid on properties in the upcoming town, you cannot remain in the courthouse.

SCREENING FORM FOR: \_\_\_\_\_

According to the CDC, the term "symptomatic" includes the following symptoms or combinations of symptoms: *Fever, cough, shortness of breath, or at least two of the following symptoms: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.*

<p><b>DATE:</b> October 17, 2020</p>	<p><b>IF YOU ANSWER YES TO ANY OF THESE QUESTIONS, OR IF YOU FEEL ILL DURING THE DAY TODAY, PLEASE CONTACT YOUR HEALTHCARE PROVIDER IMMEDIATELY.</b></p>		
<p>1. Do you have a fever (over 100.4) today?  <input type="radio"/> YES   <input type="radio"/> NO   <input type="radio"/> DO NOT HAVE A THERMOMETER</p>	<p>2. Have you tested positive for COVID-19 in the past 14 days?   <input type="radio"/> YES   <input type="radio"/> NO</p>	<p>3. Have you knowingly been in close or proximate contact in the past 14 days with anyone who has tested positive for COVID-19 or who has or had symptoms of COVID-19?   <input type="radio"/> YES   <input type="radio"/> NO</p>	<p>4. Have you experienced any symptoms (as defined above) of COVID-19 in the past 14 days?  <input type="radio"/> YES   <input type="radio"/> NO</p>
<p>I hereby attest that the information provided above is true:</p> <p>_____</p> <p style="text-align: center;">Signed <span style="margin-left: 200px;">Date</span> _____</p>			

# **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:** September 3, 2020

- (a) Purpose of Request:  
**Amend Resolution No. 339 of 2019, Terms and Conditions of Sale**
  
- (b) Details:  
**To change the buyers premium from six percent (6%) to five percent (5%), due to the change in auction companies.**
  
- (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

**WARREN COUNTY REAL ESTATE AUCTION 2020  
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 2020. 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 **five percent (5%)** 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 **five percent (5%)** 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.

(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 Compliance or a Certificate of Occupancy<sup>1</sup>, if required, 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. Demolition of buildings shall include removal of all demolished material within the prescribed twenty four (24) month time period. 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, subject to Board approval, commence legal proceeding 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 up to twenty four (24) months shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. Any addition request thereafter shall be made in writing and placed before the Board of Supervisors for their consideration.

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

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<sup>1</sup> Purchaser may show compliance with an existing Certificate of Compliance or obtain a new Certificate of Compliance.

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.

**Warren County Treasurer  
1340 STATE ROUTE 9  
Lake George, NY 12845**

**Parcel Status Report  
as of 09/01/2020**

Blanchard Lucas M  
1849 Glens Falls Mtn. Rd  
Lake Luzern, NY 12846

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Town of: Stony Creek	Prior ID: 11.-1-14.2
Swis: 523600; 233.-1-73	Location: 3 West Tucker Rd
Assessment: 290.00	Acreage: 1.43
Property Class: 270 - Mfg housing	Frontage: 0.00
School District: 523201 - Hadley-Luzerne Csd	Depth: 0.00

Known parcel history.....

Bill Type	Base Tax	Interest	Penalty	Total Due	Total Paid	Status	Date Paid
2020 County/Town	661.26	52.90	0.00	714.16	0.00	Deli	
2019 County/Town	655.24	131.05	0.00	786.29	0.00	Deli	
2018 County/Town	653.31	209.06	0.00	862.37	0.00	Deli	
2017 County/Town	722.93	274.09	128.35	1,125.37	0.00	Deli	
2016 County/Town	619.73	111.55	0.00	0.00	731.28	Paid	07/10/2017
2015 County/Town	631.23	189.37	0.00	0.00	820.60	Paid	07/10/2017
2014 County/Town	613.10	257.50	0.00	0.00	870.60	Paid	07/10/2017
2013 County/Town	595.61	321.63	342.90	0.00	1,260.14	Paid	07/10/2017
2012 County/Town	544.29	0.00	0.00	0.00	544.29	Paid	03/29/2012
2011 County/Town	546.10	0.00	0.00	0.00	546.10	Paid	03/31/2011
2010 County/Town	504.73	0.00	0.00	0.00	504.73	Paid	02/27/2010
2009 County/Town	498.36	0.00	0.00	0.00	498.36	Paid	01/29/2009
2008 County/Town	461.96	0.00	0.00	0.00	461.96	Paid	02/23/2008
2007 County/Town	431.93	0.00	0.00	0.00	431.93	Paid	03/08/2007
2006 County/Town	395.28	0.00	0.00	0.00	395.28	Paid	02/27/2006
2005 County/Town	381.75	0.00	0.00	0.00	381.75	Paid	03/31/2005
Parcel Totals as of 09/01/2020	\$8,916.81	1,547.15	\$471.25	\$3,488.19	\$7,447.02		

