

ENVIRONMENTAL CONCERNS and REAL PROPERTY TAX SERVICES
REAL PROPERTY TAX SERVICES AGENDA
September 27, 2022

COMMITTEE MEMBERS: Supervisors McDevitt, Dickinson, Geraci, Braymer, Runyon, Seeber and Magowan- *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with the Section C(4) of the Rules of the Board*

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Request:
Rationale:
 2. Request:
Rationale:
- IV. Discussion Items:
 1. Real Property Tax Services Budget review with committee.
 2. Discussion on Real Property Tax Law Section 467.
- V. Referrals/Pending Items: Referral from Personnel to discuss the issues of the restrictive covenant clauses included on properties purchased at the County Foreclosure Auction causes, which made and will make it difficult to resell them.
- VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)
- VII. Motion to adjourn

Attachments: Real Property Budget
Information for RPTL Section 467 and our local Resolution
Restrictive covenant clause from the foreclosure sale deeds

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2023 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Real Property Tax Service Agency

BUDGET ACCOUNT CODE: A.1355

OBJECT CODES	2021 EXPENDITURES	2022 ADOPTED	2022 AMENDED	2023 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$258,878.37	\$278,165.00	\$285,425.00	\$306,477.00
200's EQUIPMENT	\$39.99			\$0.00
400's CONTRACTUAL	\$126,120.16	\$22,270.00	\$22,530.00	\$24,670.00
800's EMPLOYEE BENEFITS	\$155,742.06	\$158,159.00	\$159,476.69	\$164,783.00
TOTALS	\$540,780.58	\$458,594.00	\$467,431.69	\$495,930.00

2021 REVENUES	2022 ADOPTED REVENUES	2022 AMENDED REVENUES	2023 DEPARTMENT REQUESTS
\$27,931.67	\$27,505.00	\$27,505.00	\$26,420.00

SIGNED: *Devine A. Delaney*
 DEPARTMENT HEAD
 TITLE: *Director, Real Property Tax Service*
 DATE: *8/18/2022*

Budget Worksheet Report

Budget Year 2023

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General						
EXPENSE						
	Department 1355 - Real Property Tax Service Agency					
	Personal Services					
110	Salaries - Regular	258,878.37	278,165.00	285,425.00	171,796.26	306,477.00
	<i>Personal Services Totals</i>	<i>\$258,878.37</i>	<i>\$278,165.00</i>	<i>\$285,425.00</i>	<i>\$171,796.26</i>	<i>\$306,477.00</i>
	Equipment					
220	Office Equipment	39.99	.00	.00	.00	.00
	<i>Equipment Totals</i>	<i>\$39.99</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
	Contractual Expense					
410	Supplies	3,578.05	4,500.00	4,315.00	944.73	5,000.00
423	Telephone	348.54	420.00	400.00	117.12	420.00
424	Postage	23.61	100.00	100.00	6.66	50.00
427	Memberships & Dues	295.00	300.00	445.00	445.00	450.00
428	Data Processing & Internet Fees	15,630.00	15,750.00	15,750.00	335.00	15,750.00
439	Misc Fees & Expenses	.00	.00	260.00	255.00	.00
444	Travel/Education/Conference	300.00	1,200.00	1,260.00	545.00	3,000.00
470	Contract	105,944.96	.00	.00	.00	.00
	<i>Contractual Expense Totals</i>	<i>\$126,120.16</i>	<i>\$22,270.00</i>	<i>\$22,530.00</i>	<i>\$2,648.51</i>	<i>\$24,670.00</i>
	Comments					
	Account	Level	Comment			
	427	Departmental Request	Increase to include \$125 For Deputy to belong to the NYSAA(classes are cheaper) & \$25 for my directors dues that increased last year.			
	444	Departmental Request	Need more training/education for my deputy.			
	<i>Employee Benefits</i>					
810	Retirement	40,522.32	37,271.00	38,033.30	23,677.85	34,942.00
830	Social Security	14,325.76	17,246.00	17,696.12	9,555.43	19,001.00
831	Medicare Contribution	3,350.34	4,035.00	4,140.27	2,234.74	4,444.00
860	Hospitalization	90,974.02	92,099.00	92,099.00	60,218.42	98,593.00
865	Dental Insurance	1,250.28	1,272.00	1,272.00	643.62	984.00
	<i>Employee Benefits Totals</i>	<i>\$150,422.72</i>	<i>\$151,923.00</i>	<i>\$153,240.69</i>	<i>\$96,330.06</i>	<i>\$157,964.00</i>
	<i>Other Benefits</i>					
840	Workmen's Compensation	896.63	1,195.00	1,195.00	1,195.00	1,375.00
861	Retirees Hospitalization	4,422.71	5,041.00	5,041.00	2,520.36	5,444.00

Budget Worksheet Report

Budget Year 2023

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General						
EXPENSE						
Department	1355 - Real Property Tax Service Agency					
Other Benefits						
	<i>Other Benefits Totals</i>	\$5,319.34	\$6,236.00	\$6,236.00	\$3,715.36	\$6,819.00
Department	1355 - Real Property Tax Service Agency					
	<i>Totals</i>	\$540,780.58	\$458,594.00	\$467,431.69	\$274,490.19	\$495,930.00
	EXPENSE TOTALS	\$540,780.58	\$458,594.00	\$467,431.69	\$274,490.19	\$495,930.00
Fund A - General						
REVENUE TOTALS		\$27,931.67	\$27,505.00	\$27,505.00	\$9,521.00	\$26,420.00
EXPENSE TOTALS		\$540,780.58	\$458,594.00	\$467,431.69	\$274,490.19	\$495,930.00
Fund A - General						
	<i>Net Grand Totals</i>	(\$512,848.91)	(\$431,089.00)	(\$439,926.69)	(\$264,969.19)	(\$469,510.00)
	REVENUE GRAND TOTALS	\$27,931.67	\$27,505.00	\$27,505.00	\$9,521.00	\$26,420.00
	EXPENSE GRAND TOTALS	\$540,780.58	\$458,594.00	\$467,431.69	\$274,490.19	\$495,930.00
	<i>Net Grand Totals</i>	(\$512,848.91)	(\$431,089.00)	(\$439,926.69)	(\$264,969.19)	(\$469,510.00)

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WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2023 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Real Property Tax Service Agency - American Rescue Plan Act (ARPA)

BUDGET ACCOUNT CODE: A.1355 4999

OBJECT CODES	2021 EXPENDITURES	2022 ADOPTED	2022 AMENDED	2023 DEPARTMENT REQUESTS
200's EQUIPMENT	\$323.00	\$0.00	\$6,019.72	\$0.00
TOTALS	\$323.00	\$0.00	\$6,019.72	\$0.00

2021 REVENUES	2022 ADOPTED REVENUES	2022 AMENDED REVENUES	2023 DEPARTMENT REQUESTS
\$323.00	\$0.00	\$6,019.72	\$0.00

SIGNED: Berinda A. Delaney
 DEPARTMENT HEAD
 TITLE: Director, Real Property Tax Services
 DATE: 8/18/2022

Budget Worksheet Report

Budget Year 2023

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General						
	REVENUE					
	Department 1355 - Real Property Tax Service Agency					
	Sub Department 4999 - American Rescue Plan Act (ARPA)					
	<i>Federal Aid</i>					
4090	Coronavirus Local Fiscal Recovery Fund (CLFRF)	323.00	.00	6,019.72	.00	.00
	<i>Federal Aid Totals</i>	\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
	Sub Department 4999 - American Rescue Plan Act (ARPA) Totals	\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
	Department 1355 - Real Property Tax Service Agency Totals	\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
	REVENUE TOTALS	\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00

Budget Worksheet Report

Budget Year 2023

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General						
EXPENSE						
Department 1355 - Real Property Tax Service Agency						
Sub Department 4999 - American Rescue Plan Act (ARPA)						
Equipment						
210 Furniture/Furnishings		323.00	.00	.00	.00	.00
220 Office Equipment		.00	.00	6,019.72	.00	.00
	<i>Equipment Totals</i>	\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
Sub Department 4999 - American Rescue Plan Act (ARPA) Totals		\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
Department 1355 - Real Property Tax Service Agency Totals		\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
EXPENSE TOTALS		\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
Fund A - General Totals		\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
Net Grand Totals		\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
REVENUE GRAND TOTALS		\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
EXPENSE GRAND TOTALS		\$323.00	\$0.00	\$6,019.72	\$0.00	\$0.00
Net Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2023 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Supplies to Towns

BUDGET ACCOUNT CODE: A.1970

OBJECT CODES	2021 EXPENDITURES	2022 ADOPTED	2022 AMENDED	2023 DEPARTMENT REQUESTS
400's CONTRACTUAL	\$6,130.62	\$7,000.00	\$7,000.00	\$7,000.00
TOTALS	\$6,130.62	\$7,000.00	\$7,000.00	\$7,000.00

2021 REVENUES	2022 ADOPTED REVENUES	2022 AMENDED REVENUES	2023 DEPARTMENT REQUESTS
\$5,646.00	\$7,000.00	\$7,000.00	\$7,000.00

SIGNED: *Darwin A. Delaney*
 DEPARTMENT HEAD
 TITLE: *Director, Real Property Tax Service*
 DATE: *8/18/2022*

Budget Worksheet Report

Budget Year 2023

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General						
REVENUE						
Department 1970 - Supplies to Towns						
<i>Intergovernmental Charges</i>						
2226	Sales of Suppl, Other Govt	5,646.00	7,000.00	7,000.00	79.99	7,000.00
	<i>Intergovernmental Charges Totals</i>	\$5,646.00	\$7,000.00	\$7,000.00	\$79.99	\$7,000.00
Department 1970 - Supplies to Towns Totals		\$5,646.00	\$7,000.00	\$7,000.00	\$79.99	\$7,000.00
REVENUE TOTALS		\$5,646.00	\$7,000.00	\$7,000.00	\$79.99	\$7,000.00

Budget Worksheet Report

Budget Year 2023

Account	Account Description	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Departmental Request
Fund A - General						
	EXPENSE					
	Department 1970 - Supplies to Towns					
	Contractual Expense					
410	Supplies	6,130.62	7,000.00	7,000.00	2,654.23	7,000.00
	Contractual Expense Totals	\$6,130.62	\$7,000.00	\$7,000.00	\$2,654.23	\$7,000.00
	Department 1970 - Supplies to Towns Totals	\$6,130.62	\$7,000.00	\$7,000.00	\$2,654.23	\$7,000.00
	EXPENSE TOTALS	\$6,130.62	\$7,000.00	\$7,000.00	\$2,654.23	\$7,000.00
	Fund A - General Totals	\$5,646.00	\$7,000.00	\$7,000.00	\$79.99	\$7,000.00
	REVENUE TOTALS	\$5,646.00	\$7,000.00	\$7,000.00	\$79.99	\$7,000.00
	EXPENSE TOTALS	\$6,130.62	\$7,000.00	\$7,000.00	\$2,654.23	\$7,000.00
	Fund A - General Totals	(\$484.62)	\$0.00	\$0.00	(\$2,574.24)	\$0.00
	Net Grand Totals					
	REVENUE GRAND TOTALS	\$5,646.00	\$7,000.00	\$7,000.00	\$79.99	\$7,000.00
	EXPENSE GRAND TOTALS	\$6,130.62	\$7,000.00	\$7,000.00	\$2,654.23	\$7,000.00
	Net Grand Totals	(\$484.62)	\$0.00	\$0.00	(\$2,574.24)	\$0.00

2023 Salary Schedule (Position Budgeting)
Real Property Tax

Empl. #	Name	Position	Annual Earnings	Empl. Type	Benefit Group	Hire Date
	Jan1 Grade & Rate	Ann. Grade & Rate				
9220	Delurey, Lexie N/A / \$43.03	Director Real Property N/A / \$43.03	\$78,310.00	Full Time	Appointed F/T	7/19/1995
10056	Dixon, Ronald 16-22 / \$31.68	Senior Tax Map Technician 16-23 / \$31.68	\$65,900.00	Full Time	CSEA/FT	4/24/2000
11575	MacEwan, Kristen N/A / \$28.95	Deputy Director Real Property N/A / \$28.95	\$60,223.00	Full Time	Out of Unit FT	3/23/2009
13154	Shea, Noreen 08-04 / \$22.81	Senior Real Property Clerk 08-05 / \$24.67	\$51,022.00	Full Time	CSEA/FT	1/29/2018
13155	Wadleigh, Glenda 08-04 / \$22.81	Senior Real Property Clerk #2 08-05 / \$24.67	\$51,022.00	Full Time	CSEA/FT	1/29/2018
			\$306,477.00	5		

LAWS OF NEW YORK, 2022

CHAPTER 488

AN ACT to amend the real property tax law, in relation to increasing the amount of income property owners may earn for the purpose of eligibility for the property tax exemption for persons sixty-five years of age or over and for persons with disabilities and limited income

Became a law August 8, 2022, with the approval of the Governor.
Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Paragraph (a) of subdivision 3 of section 467 of the real property tax law, as amended by chapter 558 of the laws of 2021, is amended to read as follows:

(a) if the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of three thousand dollars, or such other sum not less than three thousand dollars nor more than twenty-six thousand dollars beginning July first, two thousand six, twenty-seven thousand dollars beginning July first, two thousand seven, twenty-eight thousand dollars beginning July first, two thousand eight, twenty-nine thousand dollars beginning July first, two thousand nine, fifty thousand dollars beginning July first, two thousand twenty-two, and in a city with a population of one million or more fifty thousand dollars beginning July first, two thousand seventeen, as may be provided by the local law, ordinance or resolution adopted pursuant to this section. Where the taxable status date is on or before April fourteenth, income tax year shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return for the year before the income tax year immediately preceding the date of application and where the taxable status date is on or after April fifteenth, income tax year shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return for the income tax year immediately preceding the date of application. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife, or ex-husband or ex-wife is absent from the property as provided in subparagraph (ii) of paragraph (d) of this subdivision, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings, and net income from self-employment, but shall not include a return of capital, gifts, inheritances, payments made to individuals because of their status as victims of Nazi persecution, as defined in P.L. 103-286 or monies earned through employment in the federal foster grandparent program and any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed

EXPLANATION--Matter in italics is new; matter in brackets [-] is old law to be omitted.

or paid for by insurance, if the governing board of a municipality, after a public hearing, adopts a local law, ordinance or resolution providing therefor. In addition, an exchange of an annuity for an annuity contract, which resulted in non-taxable gain, as determined in section one thousand thirty-five of the internal revenue code, shall be excluded from such income. Provided that such exclusion shall be based on satisfactory proof that such an exchange was solely an exchange of an annuity for an annuity contract that resulted in a non-taxable transfer determined by such section of the internal revenue code. Furthermore, such income shall not include the proceeds of a reverse mortgage, as authorized by section six-h of the banking law, and sections two hundred eighty and two hundred eighty-a of the real property law; provided, however, that monies used to repay a reverse mortgage may not be deducted from income, and provided additionally that any interest or dividends realized from the investment of reverse mortgage proceeds shall be considered income. The provisions of this paragraph notwithstanding, such income shall not include veterans disability compensation, as defined in Title 38 of the United States Code provided the governing board of such municipality, after public hearing, adopts a local law, ordinance or resolution providing therefor. In computing net rental income and net income from self-employment no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income;

§ 2. Paragraph (a) of subdivision 5 of section 459-c of the real property tax law, as amended by chapter 131 of the laws of 2017, is amended to read as follows:

(a) if the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of three thousand dollars, or such other sum not less than three thousand dollars nor more than twenty-six thousand dollars beginning July first, two thousand six, twenty-seven thousand dollars beginning July first, two thousand seven, twenty-eight thousand dollars beginning July first, two thousand eight, twenty-nine thousand dollars beginning July first, two thousand nine, and fifty thousand dollars beginning July first, two thousand twenty-two, and in a city with a population of one million or more fifty thousand dollars beginning July first, two thousand seventeen, as may be provided by the local law or resolution adopted pursuant to this section. Income tax year shall mean the twelve month period for which the owner or owners filed a federal personal income tax return, or if no such return is filed, the calendar year. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife, or ex-husband or ex-wife is absent from the property due to divorce, legal separation or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings, and net income from self-employment, but shall not include a return of capital, gifts, inheritances or monies earned through employment in the federal foster grandparent program and any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance, if the governing board of a municipality, after a public hearing, adopts a local law or resolution provid-

ing therefor. In computing net rental income and net income from self-employment no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income;

§ 3. This act shall take effect immediately.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

ANDREA STEWART-COUSINS
Temporary President of the Senate

CARL E. HEASTIE
Speaker of the Assembly

Warren County Board of Supervisors

RESOLUTION NO. 251 OF 2012

Resolution introduced by Supervisors Monroe, Bentley, Loeb, Dickinson and McDevitt

**AUTHORIZING INCREASE IN REAL PROPERTY TAX EXEMPTION LIMIT
FOR PERSONS SIXTY-FIVE (65) YEARS OF AGE OR OVER
IN COMBINATION WITH SLIDING SCALE OF INCREMENT
LEVELS OF EXEMPTION**

WHEREAS, Section 467 of the Real Property Tax Law of the State of New York provides that municipal corporations such as a County, may adopt a resolution and thereafter amend by resolution the establishment of a partial exemption from real property tax levied by the municipal corporation on real property owned by persons sixty-five (65) years of age or over pursuant to the limitations and conditions set forth within Section 467, and

WHEREAS, by Resolution No. 298 of 2005, the Warren County Board of Supervisors adopted a partial exemption from County taxes on real property owned by persons qualified pursuant to provisions of Section 467 of the Real Property Tax Law provided the combined income of the qualified owners is within a certain range and in combination with a sliding scale of increment levels of exemption as set forth in said Resolution No. 298 of 2005, and

WHEREAS, on March 16, 2012, the Warren County Board of Supervisors adopted Resolution No. 189 of 2012 authorizing a public hearing to consider amending Resolution No. 298 of 2005 to increase the partial exemption of property tax levied by the County of Warren for those qualified owners and whose combined annual income levels are up to and between Twenty-Four Thousand Dollars (\$24,000) and Thirty-Two Thousand Four Hundred Dollars (\$32,400) for the income tax year immediately preceding the date of making application for the exemption and in combination with a sliding scale of increment levels of exemption as set forth below, and

WHEREAS, the Warren County Board of Supervisors conducted a public hearing at 10:00 a.m. on April 20, 2012, and all those persons interested having been heard pertaining to the proposed resolution amending Resolution No. 298 of 2005, and authorizing an increase in the real property tax exemption limit for persons sixty-five (65) years of age or older in combination with sliding scale of increment levels of exemption, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby amends Resolution No. 298 of 2005 and adopts a partial exemption from County taxes of real property owned by persons qualified pursuant to the provisions

RESOLUTION No. 251 OF 2012

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of Section 467 of the Real Property Tax Law, provided the combined income of the qualified owners is up to and between the amount of Twenty-Four Thousand Dollars (\$24,000) and Thirty-Two Thousand Four Hundred Dollars (\$32,400) for the income tax year immediately preceding the date of making application for exemption pursuant to Section 467 of the Real Property Tax Law, in combination with a sliding scale of increment levels of exemption as follows:

<u>ANNUAL INCOME</u>	<u>PERCENTAGE ASSESSED VALUE EXEMPTION FROM TAXATION</u>
Up to 24,000	50 per centum
More than \$24,000 but less than \$25,000	45 per centum
\$25,000 or more, but less than \$26,000	40 per centum
\$26,000 or more, but less than \$27,000	35 per centum
\$27,000 or more, but less than \$27,900	30 per centum
\$27,900 or more, but less than \$28,800	25 per centum
\$28,800 or more, but less than \$29,700	20 per centum
\$29,700 or more, but less than \$30,600	15 per centum
\$30,600 or more, but less than \$31,500	10 per centum
\$31,500 or more, but less than \$32,400	5 per centum

and be it further

RESOLVED, that this resolution and the amended partial exemption schedule shall become effective on April 20, 2012.

Below is language that is currently in the deeds of properties sold at the tax foreclosure sale.

The party to the second part expressly covenants and agrees that:

(1) Within twenty four (24) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and Town/Village building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Compliance or a Certificate of Occupancy, if required, for all buildings and structures located on the property. If a Certificate of Compliance or Certificate of Occupancy has been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twenty four (24) months after the date of this deed, either to make such building or structure fit for the use set forth in such Certificate or shall obtain a new Certificate for another use or shall demolish such building or structure. Demolition shall include removal of all demolished material within the twenty four (24) months;

(2) At or prior to the end of the twenty four (24) months after the date of delivery of this deed, the party of the second part shall schedule with the proper official of the County or Town an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph one (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the building official;

(3) Prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph two (2) above, the party to the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provide in paragraph (4) below;

(4) At the end of twenty four (24) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

(5) If, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the proceeding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of, and enforceable by the party of the first part, its successor, and assigns against the party of the second part, his

successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to reenter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by party of the second contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights, interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid, or limit in anyway, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work necessary to bring the property into compliance with all statutes, codes, rules and regulations as is required by the covenants contained in the covenants of this deed. The words, "the party of the second part," as used in this paragraph, shall be construed to mean the party of the second part or his successors or assigns.

Below is language that is currently in the deeds for our tax foreclosure sale properties.

The party to the second part expressly covenants and agrees that:

(1) Within twenty four (24) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and Town/Village building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Compliance or a Certificate of Occupancy, if required, for all buildings and structures located on the property. If a Certificate of Compliance or Certificate of Occupancy has been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twenty four (24) months after the date of this deed, either to make such building or structure fit for the use set forth in such Certificate or shall obtain a new Certificate for another use or shall demolish such building or structure. Demolition shall include removal of all demolished material within the twenty four (24) months;

(2) At or prior to the end of the twenty four (24) months after the date of delivery of this deed, the party of the second part shall schedule with the proper official of the County or Town an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph one (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the building official;

(3) Prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph two (2) above, the party to the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provide in paragraph (4) below;

(4) At the end of twenty four (24) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

(5) If, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the proceeding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of, and enforceable by the party of the first part, its successor, and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or

any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to reenter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by party of the second contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights, interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid, or limit in anyway, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work necessary to bring the property into compliance with all statutes, codes, rules and regulations as is required by the covenants contained in the covenants of this deed. The words, "the party of the second part," as used in this paragraph, shall be construed to mean the party of the second part or his successors or assigns.

WARREN COUNTY REAL ESTATE AUCTION 2022
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 **2022**. 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 1st 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 Occupancy¹, 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

¹ 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.

\$24,000 max income limit (CURRENT)

<u>Annual Income</u>			<u>Percentage AV Exemption from Taxation</u>
24,000	or less		50 per centum
24,001	to	24,999	45 per centum
25,000	to	25,999	40 per centum
26,000	to	26,999	35 per centum
27,000	to	27,899	30 per centum
27,900	to	28,799	25 per centum
28,800	to	29,699	20 per centum
29,700	to	30,599	15 per centum
30,600	to	31,499	10 per centum
31,500	to	32,399	5 per centum

\$35,000 max income limit

<u>Annual Income</u>			<u>Percentage AV Exemption from Taxation</u>
35,000	or less		50 per centum
35,001	to	35,999	45 per centum
36,000	to	36,999	40 per centum
37,000	to	37,999	35 per centum
38,000	to	38,899	30 per centum
38,900	to	39,799	25 per centum
39,800	to	40,699	20 per centum
40,700	to	41,599	15 per centum
41,600	to	42,499	10 per centum
42,300	to	43,399	5 per centum

\$50,000 max income limit

<u>Annual Income</u>			<u>Percentage AV Exemption from Taxation</u>
50,000	or less		50 per centum
50,001	to	50,999	45 per centum
51,000	to	51,999	40 per centum
52,000	to	52,999	35 per centum
53,000	to	53,899	30 per centum
53,900	to	54,799	25 per centum
55,800	to	56,699	20 per centum
56,700	to	57,599	15 per centum
57,600	to	58,499	10 per centum
58,500	to	59,399	5 per centum

Either option will bring all current recipients to 50 per centum
Unknown potential impact would be less with \$35,000

Ex Code	Exempt Jurisdiction	Current Ex Total	Potential Ex Total
41800	Aged All	278,523,130	278,523,130
41801	County & City/Town	22,926,070	25,526,250
41802	County	28,819,263	43,992,330
41805	County & School	2,072,705	2,072,705
		332,341,168	350,114,415

Difference 17,773,247
 Eq. Tax Rate 4.31
 Potential Impact \$ 76,602.69

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: ENVIRONMENTAL CONCERNS & REAL PROPERTY TAX SERVICES

DATE: SEPTEMBER 27, 2022

COMMITTEE MEMBERS PRESENT:

SUPERVISORS MCDEVITT
DICKINSON
GERACI
BRAYMER
RUNYON
SEEBER
MAGOWAN

OTHERS PRESENT:

LEXIE DELUREY, DIRECTOR, REAL PROPERTY TAX SERVICES
KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD
CRAIG LEGGETT, ACTING COUNTY ADMINISTRATOR
AMANDA ALLEN, CLERK OF THE BOARD
FRANK THOMAS, BUDGET OFFICER
SUPERVISORS HOGAN
FRASIER
STROUGH
TAMMIE DELORENZO, ASSISTANT TO THE COUNTY ADMINISTRATOR
SARA FRANKENFELD, GIS ADMINISTRATOR
WAYNE LAMOTHE, COUNTY PLANNER
DON LEHMAN, DIRECTOR OF PUBLIC AFFAIRS
JIM SIPLON, PRESIDENT, ECONOMIC DEVELOPMENT CORPORATION
CHARLES WALLACE, ADMINISTRATOR, FIRE PREVENTION & BUILDING CODE
ENFORCEMENT
MOLLY GANOTES-GLEASON, LEGISLATIVE OFFICE SPECIALIST
LESLIE LOVELACE, SECRETARY TO THE CLERK OF THE BOARD

Please note, the following contains a summarization of the September 27, 2022 meeting of the Environmental Concerns & Real Property Tax Services Committee; the meeting in its entirety can be viewed on the Warren County website using the following link: <https://warrencountyny.gov/mma>

Mr. McDevitt called the meeting of the Environmental Concerns & Real Property Tax Services Committee to order at 12:31 p.m.

Copies of the meeting agenda was distributed; a copy of the agenda is on file with the meeting minutes.

Motion was made by Mr. Magowan, seconded by Mr. Geraci and carried by a unanimous vote of those present (*Mr. Dickinson absent*) to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

The meeting commenced with review of the Real Property Tax Services agenda review with the Discussion Items portion of the agenda with the following:

1. 2023 Budget request review - documentation provided as an agenda attachment.

Mr. Dickinson entered to meeting at 12:35 p.m.

2. Discussion on Real Property Tax Law Section 467 - New York State made a change to the amount of the exemption to \$50,000 for individuals sixty-five or older with disabilities and limited income in combination with a sliding scale increment level of exemption. Warren County could create a Local Law to change the amount of the exemption (authorized by Resolution No. 251 of 2012). This item would be added to the Referral/Pending Items portion of the agenda for further discussion.

A brief discussion was held with regard to the change in the Salary Schedule for the Director of Real Property Tax Services. A motion was made by Ms. Braymer, seconded by Mr. Magowan and carried unanimously to approve a salary

increase to the 25th year of service for the Director of Real Property Tax Services and to refer the same to the Budget Committee.

Concluding the agenda review, the Referral/Pending Items were addressed, as follows:

1. Referral from the Personnel, Administration and Higher Education Committee to discuss the issue of the restrictive covenant clause included on properties purchased at the Warren County Foreclosure Auction (authorized by Resolution No. 339 of 2019), which made it difficult to resell them.

Following discussion, motion was made by Ms. Seeber, seconded by Mr. Dickinson and carried unanimously to amend Resolution No. 339 of 2019 to remove Section 6(f) from the Warren County Real Estate Auction Terms and Conditions and the necessary resolution was authorized for the October 6th Board Meeting.

Following the motion it was asked that this item remain on the agenda.

There being no further business to come before the Environmental Concerns & Real Property Tax Services Committee, on motion made by Mr. Geraci, seconded by Mr. Dickinson and carried unanimously, Mr. McDevitt adjourned the meeting at 1:13 p.m.

Respectfully submitted,
Molly Ganotes-Gleason, Legislative Office Specialist