

ENVIRONMENTAL CONCERNS & REAL PROPERTY TAX SERVICES
REAL PROPERTY TAX SERVICES
NOVEMBER 22, 2022

COMMITTEE MEMBERS: McDEVITT, Dickinson, Geraci, Braymer, Runyon, Seeber and Magowan

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
 1. Request: Authorize the Chairman of the Warren County Board of Supervisors to sign the attached Release and Waiver of Covenant.

Rationale: Request was made by the current owner, Terry D. Turner, to the County Attorney's Office for a release from the restrictive covenant that was in his tax sale deed from the 2019 Tax Foreclosure Auction.
 2. Request: Authorize the Chairperson of the Warren County Board of Supervisors to sign the attached Release and Waiver of Covenants as needed going forward for certain properties that had the restrictive covenant clause included in their deed from the County of Warren.

Rationale: All properties from the 2019, 2020 and 2021 Tax Foreclosure Auctions may need to have a Release and Waiver of Covenant signed off by the Chairperson of the Board of Supervisors in the future.
 3. Request: For Transfer of Funds from Contingent Account A. 1990 469 to Supplies to Towns A.1970 410 in the amount of \$500.00.

Rationale: To cover printing cost associated with printing of the Town & County tax bills.
- V. Discussion Items:
 1. Queensbury parcel 302.8-1-2, discussion on the future use of the property for tax purposes.
 - 2.
- VI. Referrals/Pending Items:
 1. Foreclosure properties that file an Order to Show Cause with the Courts and how to handle them. (The County Attorney will address this item)
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

Attachments:

1. Resolution request.
2. Resolution request.
3. Request for Transfer of Funds
4. 302.8-1-2 parcel information

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: November 22, 2022

(a) Purpose of Request:

To authorize the Chairman of the Warren County Board of Supervisors to be able to sign the attached Release and Waiver of Covenants for Town of Chester, Tax Map parcel Section 35.4, Block 2, Lot 30, located at 9 Olmstedville Road and was part of the 2019 Tax Foreclosure Auction.

(b) Details:

This property was conveyed to Terry D. Turner by Quitclaim Deed dated November 18, 2019, from the County of Warren and said Deed having been recorded in the Warren County Clerk's Office in Book 6025 of Deeds at Page 194.

(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

RELEASE AND WAIVER OF COVENANT IN REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS, that I, Kevin B. Geraghty, Chairman of the Board of Supervisors of the County of Warren, having my official office at the Warren County Municipal Center, 1340 State Route 9, Lake George, County of Warren, State of New York,

DO HEREBY CERTIFY that the real property, designated in Warren County Real Property Office in the Town of Chester, Tax Map as Section 35.4, Block 2, Lot 30, located at 9 Olmsteadville Road, was conveyed by way of Quitclaim Deed dated November 18, 2019 from the County of Warren to Terry D. Turner. Said Deed having been recorded in the Warren County Clerk's Office on November 18, 2019 in Book 6025 of Deeds at Page 194, and

CONTAINED HEREIN DEED was covenant language that stated:

- (1) Within twenty-four (24) months after the date of this deed, the party of the second part shall bring the property contained herein into complete compliance with all State, Count 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 building 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 (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 (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.

I DO HEREBY on behalf of the County of Warren and pursuant to Resolution _____ of 2022 waive and release the covenant interests held by the County of Warren. The County of Warren will not enforce the covenant terms against the current Owner nor any future Owners. The five paragraphs listed above found in the stated deed should be considered terminated per this document and the attached Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of November, 2022.

COUNTY OF WARREN
BOARD OF SUPERVISORS

By: _____
Kevin B. Geraghty, Chairman of the Board

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On this _____ day of November, in the year 2022, before me, the undersigned a Notary Public in and for said State, personally appeared Kevin B. Geraghty, Chairman of the Board of Supervisors of the County of Warren personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his official capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

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: November 22, 2022

- (a) Purpose of Request:
To authorize the Chair person of the Warren County Board of Supervisors to be able to sign the attached Release and Waiver of Covenants as needed for properties that were in the Tax Foreclosure Auction sales from 2019, 2020 and 2021.

- (b) Details:
Any deeds that were issued by Warren County for tax foreclosure sale purposes from the years 2019, 2020 and 2021 with certain restrictive covenants included in them.

- (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

RELEASE AND WAIVER OF COVENANT IN REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS, that I, _____, Chairman of the Board of Supervisors of the County of Warren, having my official office at the Warren County Municipal Center, 1340 State Route 9, Lake George, County of Warren, State of New York,

DO HEREBY CERTIFY that the real property, designated in Warren County Real Property Office in the Town of _____, Tax Map Section _____, Block _____, Lot _____, located at _____, was conveyed by way of Quitclaim Deed dated November _____, _____ from the County of Warren to _____. Said Deed having been recorded in the Warren County Clerk's Office on November _____, _____ in Book _____ of Deeds at Page _____, and

CONTAINED HEREIN DEED was covenant language that stated:

- (1) Within twenty-four (24) months after the date of this deed, the party of the second part shall bring the property contained herein into complete compliance with all State, Count 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 building 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 (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 (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.

I DO HEREBY on behalf of the County of Warren and pursuant to Resolution _____ of 2022 waive and release the covenant interests held by the County of Warren. The County of Warren will not enforce the covenant terms against the current Owner nor any future Owners. The five paragraphs listed above found in the stated deed should be considered terminated per this document and the attached Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

COUNTY OF WARREN
BOARD OF SUPERVISORS

By: _____
_____, Chairman of the Board

STATE OF NEW YORK)
) ss.:
COUNTY OF WARREN)

On this _____ day of _____, in the year _____, before me, the undersigned a Notary Public in and for said State, personally appeared _____, Chairman of the Board of Supervisors of the County of Warren personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his official capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Real Property Tax Services

SIGNED:

DATE:

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfers requested:

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions	A.1970 410	Supplies to Towns	\$500.00

Please state reason for transfer request: To help cover printing cost associated with the printing of the Town & County tax bills; we had extra cost this year associated with 3 towns doing revals.

Please file original request with Clerk of the Board and retain copy for your records.



302.8-1-2
County of Warren
275 Bay Rd

523400 Queensbury
 Roll Year: **2023** Curr Yr
 Land Size: **1.09 acres**

Active
Vacant comm

R/S: **1** School: **Glens Falls City**
 Land AV: **68,700**
 Total AV: **68,700**

- Parcel 302.8-1-2
 - History
 - Assessment
 - Exempt(s)
 - Spec Dist(s)
 - Notes
 - Notes
 - Description
 - Owner(s)
 - Images
 - Gis
 - Site (1) Com
 - Land(s)
 - Notes
 - Valuation
 - Sale10/27/20
 - Site (1) Com
 - Land(s)
 - Bldg 1 Sec 1
 - Bldg 1 Sec 2
 - Bldg 1 Sec 3
 - Bldg 1 Sec 4
 - Com Use
 - Valuation

Total 1 Exemptions (Right Click to Add)					
Exemption Code	Amount	Pct	Init Year	Term Year	Own Pct
33201 TAX SALE	68,700		2020	2023	

Calc Sr. Exempts...

Code: **33201 TAX SALE** Term Yr: **2023**

Amount: **68,700** Init Year: **2020**

Percent: Own Pct:

Misc:	
Res Pct:	<input type="text"/>
Eq Rate:	90.00
Spec Rate:	0

Exemption Amounts:	
County:	68,700
Muni:	68,700
School:	

Taxable Values:	
County:	0
Muni:	0
School:	68,700
Schl after STAR:	68,700