

FINANCE COMMITTEE

April 12, 2022

9:00 a.m.

Members: Leonard, Bender, Groat, Robusto, Van Laeken

9:00 a.m. **Approval of previous meeting minutes**

9:00 a.m. **Resolutions Referred to Committee**

9:05 a.m. **Information Technology, Matt Ury**

REPORT: [IT Report April 2022.docx](#)

TRANSMITTAL:

- Renew agreement with Visual Computer Solutions [IT04RES1 2022-RENEW AGREEMENT WITH VISUAL COMPUTER SOLUTIONS, INC.doc](#)
- Purchase software training subscription from KnowBe4, Inc. [IT04RES2-2022 PURCHASE SOFTWARE SUBSCRIPTION FROM KNOWBE4 INC.docx](#)

9:15 a.m. **County Attorney, Dan Connors**

NO BUSINESS

9:15 a.m. **Auditor, Kristen Scott**

REPORT: [AUDIT FEB MARCH MONTHLY REPORT.docx](#)

TRANSMITTAL:

- Remit payment to member of Board [AUDIT04RES1 REMIT PAYMENT TO A MEMBER OF THE BOS.doc](#)

9:20 a.m. **Purchasing, Kaleigh Flynn**

NO BUSINESS

9:20 a.m. **Real Property Tax, Karen Ambroz**

REPORT: [RPT 03 22 Monthly Report.doc](#)

TRANSMITTAL:

- Corrected Tax Rolls [RPT01RES1Corr.doc](#)
- Public Auction of Real Property [RPT01RES2 2022 TaxAuction TC.doc](#)
- Tax Refund – Error on Tax Rolls [RPT01RES3 Refund.doc](#)

9:30 a.m. **Treasurer, Patrick Schmitt**

REPORT: [TRE March 2022 Monthly Report.docx](#)

TRANSMITTALS:

- Amend contract with the Bonadio Group [TRE04RES01.doc](#)
- Sale of foreclosed property (to be brought to committee)

Three+One presentation

9:50 a.m. **Fiscal Assistant, Brian Sams**

Update

10:00 a.m. **County Administrator, Rick House**

TRANSMITTAL:

- Enter into MOA to pay bi-weekly stipends [COTB04 RES1 Authorization to enter into an MOA to pay biweekly stipends REV1.docx](#)

DISCUSSION:

Tax on motor fuel

Wayne County Information Technology Monthly Report

Prepared by Matt Ury

April 5, 2022

Activity:

- 523 new support tickets were submitted in March.
- 4 computer installs were completed.
- Phone system upgrade continued.
- Waynecountyny.gov was acquired and is redirected to our website.
- A new nurse call system was installed in the Nursing Home.
- Cybersecurity- A new network access control system was installed on the network.
- Multiple departments were migrated to a new servers.

Current projects:

- Create countywide training curriculum for the Munis financial system.
- Expansion of security platform.
- Document imaging- shared services project.
- Phone system upgrade.
- Sheriff/E911 Shift Scheduling roll out PossWeb as primary software to Supervisors.
- County Clerk – convert Records Management database to Laserfische.
- Multifactor authentication for financial and medical departments.
- Board of Elections security enhancements.

RESOLUTION TRANSMITTAL

Committee No. 1

Date: 4/12/2022

Committee Chair: Supervisor Leonard
Department Head: Matt Ury

AUTHORIZATION TO RENEW AGREEMENT WITH VISUAL COMPUTER SOLUTIONS, INC. FOR MAINTENANCE OF THE SHIFT SCHEDULING AND TIME SHEET SOFTWARE PROGRAM FOR THE OFFICE OF THE SHERIFF AND 911.

WHEREAS, the Office of the Sheriff and the 911 departments use POSSWeb/COSS/Scheduling software for shift scheduling and time sheet creation; and

WHEREAS, support and software updates are essential to the ongoing function of the system; and

WHEREAS, the annual cost of software support and updates for the period of June 2022 to May 2023 is \$7037.16; now, therefore, be it

RESOLVED, that the Chairman of the Wayne County Board of Supervisors is hereby authorized to sign an agreement with Visual Computer Solutions, Inc., on behalf of the County of Wayne, subject to review and approval by the County Attorney as to form and content.

Budgeted: yes no _____ Proposed Cost: \$7037.16 Reimbursed Amount _____ County cost \$7037.16

Departmental transfer \$ _____ from Account No. _____ to Account No. _____

County Administrator's Review: _____ Date: _____

Human Resources Office Review: yes _____ no _____ N/A _____ Signature: _____

County Attorney Review: yes _____ no _____ N/A _____ Signature: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:
Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No. 1

Date: 4/12/2022

Committee Chair: Supervisor Leonard
Department Head: Matt Ury

Transmittal Title: AUTHORIZATION TO PURCHASE COMPLIANCE AND SECURITY SOFTWARE TRAINING SUBSCRIPTION FROM KNOWBE4, INC.

WHEREAS; the State of New York requires specific training be conducted for compliance yearly; and
WHEREAS, the county's open source training software is becoming obsolete; and
WHEREAS, KnowBe4, Inc. can provide New York state compliance training as well as cyber security training and is used widely throughout New York State; and

WHEREAS, KnowBe4, Inc. has provided Wayne County with a quote using Sourcewell contract number 081419-SHI for a term of 36 months for a total cost of \$25,765.74 paid in advance now, therefore, be it

RESOLVED, the Director of Information Technology is authorized to purchase a training software subscription for a term of 36 months paid in advance to KnowBe4, Inc. for the amount of \$25,765.47 subject to review and approval by the County Attorney as to form and content.

Budgeted: yes no Proposed Cost: Reimbursed Amount County cost

Departmental transfer \$ from Account No. to Account No.

County Administrator's Review: Date:

Human Resources Office Review: yes no N/A Signature:

County Attorney Review: yes no N/A Signature:

Standing Committee: Ayes Nays Date: Signature:

Signature/Date Rec'd: Clerk, Board of Supervisors

Referred to:
Committee: Ayes Nays Date: Signature:

Committee: Ayes Nays Date: Signature:

Audit Department Report

Finance Committee

April 12th, 2022



Invoices Audited; 3,006; 1,329 in February and 1,677 in March

Invoices Approved and Paid; 2,981; 1,309 in February and 1,672 in March

Invoices Denied; a total of 25 invoices were denied payment during the months of February and March. Twenty invoices were denied in February and five invoices were denied in March for the following reasons;

The department did not meet the County's contract requirements, a resolution is necessary to pay the invoice, the vendor did not meet the contract requirements, the invoice has already been paid, resolution to authorize a contract amendment is required, the invoice is lacking necessary information, and the travel policy was not adhered to.

Invoices Altered prior to Approval; a total of 20 invoice amounts were altered prior to approval and payment; twelve in February, eight in March for the following reasons;

Invoiced prices were not aligned with contracted rates
Mileage claimed more than once
Vendor did not meet contractual obligations to increase price
Late fee was removed
Sales tax included on an invoice
Portions of an invoice were paid previously

Invoices Altered and Reentered in the Months; a total of five invoices were altered and re-entered in the months of March and February; five in February, none in March

Audits/Projects worked on in February and March:

The engagement letter for the annual business associate audit was sent to the Compliance Officer.

The majority of the field work for the annual STOP DWI audit was completed.

The required information to implement GASB statement 87 was provided to Bonadio. We will continue to work with them to facilitate this implementation.

The Audit Office provided the external auditors several reports and information to assist with their completion of the 2021 audit of the County.

A meeting was held about concerns brought to the attention of our office in regards to vendor relations within the Nursing Home.

Notified a vendor in regards to how to properly invoice the County and the requirements of their contract.

Notified several departments of requirements of the Contract Policy, Purchasing Policy, and Travel Policy.

Notified departments of contracts that expired at the end of 2021, and contracts that will be expiring in 2022. If a bid or RFP is required for a purchase, the Purchasing Department requires six months' notice to successfully fulfill the procurement process outlined in the Purchasing Policy.

Several meetings were attended; Sales Tax advisory meetings, department head meeting, Internal Control Trainings held by NYSGFOA, meetings with external auditors, meeting concerning DSS ARPA project, Compliance Committee, a meeting in regards to a protest to a request for proposals outcome

Plans for April in the Audit Office;

Complete the field work for the STOP DWI audit draft and send to Sheriff's Office for a response.

Begin the process of selecting Business Associates to include in the audit for the Compliance Office.

Continue meeting with the NH to assess the corrective action plan for vendor relations in their department.

RESOLUTION TRANSMITTAL

Committee No. 1

Date: April 12, 2022

Committee Chair: Supervisor Kim Leonard

Department Head: Kristen Scott, County

Auditor

AUTHORIZATION TO REMIT PAYMENT TO A MEMBER OF THE BOARD OF SUPERVISORS FOR SERVICES PROVIDED

WHEREAS, during the semi-monthly audit of claims for payment by the Wayne County Audit Office it was determined an invoice was submitted by Steve Groat Studios, and

WHEREAS, it was determined that this business is owned by a member of the Board of Supervisors, and

WHEREAS, section 6 of the Wayne County Purchasing Policy states "no official or employee of the County shall have financial interest in any purchase or contract secured by the County, without disclosure to and authorization from the originating department's standing committee," and

WHEREAS, a Board of Supervisor member is not assigned to report to a standing committee, and therefore cannot seek disclosure to and approval from said committee as required by the Purchasing Policy, and

WHEREAS, it has been determined by the County Administrator and County Attorney that the adoption of a resolution is required to remit payment for this service, now therefore be it

RESOLVED, the Board of Supervisors authorizes the payment of \$295.00 to the vendor, Steve Groat Studios, that is owned by Board of Supervisor member Steve Groat, for the color composite photo portrait and layout of the Board of Supervisors.

Budgeted: yes no Proposed Cost: \$295.00 Reimbursed Amount \$0.00 County cost \$295.00

Departmental transfer \$ _____ from Account No. _____ to Account No. _____

County Administrator's Review: _____ Date: _____

Human Resources Office Review: yes no N/A Signature: _____

County Attorney Review: yes no N/A Signature: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Real Property Tax Services
Activity Report
March 2022

Our mission is to fulfill the requirements of New York State Laws and Regulations and to provide services for assessors and local government officials to achieve and maintain equitable assessments throughout Wayne County

Our Agency is here to serve you, ready to answer your questions, and address your concerns. Technical and professional assistance is available to county departments, local governments, school districts, taxpayers and the public for all aspects of real property assessment and taxation.

Through the Director and staff, the Wayne County Real Property Tax Services Agency takes great pride in the services we provide to all of Wayne County. This agency maintains the data related to the generation and publication of town, county, village and school assessment rolls, tax rolls and tax bills. We also publish tax maps.

- Attended the WCAA monthly Zoom meeting
- Mailed information to the assessors explaining the procedure for running inventory cross edits prior to tentative roll.
- Exemption Impact notices for school purposes were prepared and mailed to the appropriate school districts to assist in their budget preparation.
- Equalized the Special Franchise values in preparation for Tentative Roll
- Checklists were e-mailed to all assessors; outlining procedures that need to be completed prior to tentative roll backup
- Tax Map Technicians have completed the tax map print run and prepared digital tax maps for the entire county to be distributed. Paper copies of the tax maps are available for the assessors to pick up at our office. Updated paper maps are also available at our office.
- Drawing clean was completed and topology was created for all municipalities
- Parcel shape file extraction is underway
- Processed 232 transfers of real property
- Several custom reports were provided to 3rd party vendors
- Completed shape file requests
- Reviewed the AutoCAD conversion RFP/bid information from vendors. Will be setting up interviews with the responding vendors during the month of April
- Received two bids from vendors for the tax bill out sourcing RFP
- Created a spreadsheet including the level of exemption for both the Veterans exemptions and the Senior Citizens exemption

Respectfully submitted
Karen Ambroz, CCD

RESOLUTION TRANSMITTAL

Committee No. 1

Date: April 12, 2022

Committee Chair: Supervisor Leonard

Department Head: Karen Ambroz

APPROVING APPLICATIONS FOR CORRECTED TAX ROLLS

WHEREAS, applications for correction of tax rolls in relation to parcels of property identified below have been filed with the Director of Real Property Tax Services ("Director"); and

WHEREAS, the Director investigated the circumstances of the claimed errors on the tax rolls and recommends that the applications be approved; now, therefore, be it

RESOLVED, pursuant to Article 5, Title 3 of the Real Property Tax Law, the applications are approved and the officers having jurisdiction of the tax rolls are hereby authorized to make the following corrections:

TOWN OF ARCADIA

2022 Tax Roll

Account No.	67113-00-407376	
Assessed to:	WCRLB	
Total Tax Difference	\$ 7,186.09	Total County Tax Difference: \$ 1,407.59
Corrected Total Tax:	\$ 3,196.24	

TOWN OF ARCADIA

2022 Tax Roll

Account No.	67113-00-374381	
Assessed to:	WCRLB	
Total Tax Difference	\$ 823.88	Total County Tax Difference: \$ 161.38
Corrected Total Tax:	\$ 71.28	

Budgeted Yes_ No_ Proposed Cost_____ Reimbursable Amount____ County Cost _____

Departmental transfer \$_____ from Account No. _____ to Account No. _____

County Administrator's Review: _____ Date: _____

Human Resources Office Review: yes ___ no ___ N/A ___ Signature: _____

County Attorney Review: yes ___ no ___ N/A ___ Signature: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No. 1
Leonard

Date: April 12, 2022

Committee Chair: Supervisor

Ambroz

Department Head: Karen

Transmittal Title: **AUTHORIZING PUBLIC AUCTION SALE OF REAL PROPERTY ACQUIRED BY THE COUNTY FOR DELINQUENT TAXES**

WHEREAS, pursuant to the provisions of Article Eleven (11) of the Real Property Tax Law of the State of New York pertaining to the enforcement of the collection of delinquent taxes, the County of Wayne may acquire title to the real property as shown on Appendix A (attached hereto and incorporated herein by reference) and is entitled to acquire title by Court Order to the properties from 2018 and 2019 listed on Appendix A; and

WHEREAS, pursuant to the provisions of Article Eleven (11) of the Real Property Tax Law, real property acquired by tax deed or Court Order may be disposed of by the County at such times and upon such terms as shall be determined by the Board of Supervisors; now, therefore, be it

RESOLVED, in accordance with Article Eleven (11) of the Real Property Tax Law;

FIRST: The enforcing officer (Treasurer) is hereby authorized and directed to take appropriate action regarding removal of property from the auction list after the filing of the Summary Judgment of the Petition of Foreclosure and up to the time of the auction.

SECOND: The Director of Real Property Tax Services is hereby authorized, empowered and directed to conduct an on-line auction sale of the properties listed on Appendix A at COLLARCITYAUCTIONSONLINE.COM on June 30, 2022 beginning at 11 AM.

THIRD: The Director of Real Property Tax Services is hereby authorized and directed to advertise the auction in such manner as she deems suitable for obtaining the greatest public participation in the sale and to charge the advertising cost to Account No. A1364.54000 (Expenses on Property Acquired for – Advertising).

FOURTH: Each parcel of property shall be offered and sold at the public auction sale subject to the following terms and conditions of sale:

COUNTY OF WAYNE REAL PROPERTY AUCTION SALE **ON-LINE FORMAT**

JUNE 30, 2022 @ 11 am EST

REGISTRATION AND PREVIEW OF ALL PROPERTIES ON-LINE JUNE 1, 2022 – JUNE 29, 2022

TERMS AND CONDITIONS OF SALE

Addendum A

COUNTY OF WAYNE, NY REAL ESTATE AUCTION **PARTIAL AUCTION TERMS - SEE BIDDER APPLICATION AND WEBSITE** **FOR ADDITIONAL DOCUMENTS AND INFORMATION**

By electronically or manually signing this certification and submitting along with all documents related to the Online Bidder Application, in exchange for bidding privileges, I hereby certify under penalty of perjury the following:

This contract and all related documents should be reviewed by your counsel prior to bidding as it contains terms and requirements which are not subject to modification, bid withdrawal or bid cancellation. By bidding on any property being offered for auction, you acknowledge that you have either: (1). reviewed the contract with your attorney or, (2). waived right of attorney review. Further note that failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the Down Payment and Buyer's Premium.

1. The property(s) offered for sale has/have been acquired by the County of Wayne (hereinafter referred to as the "County") by Court Order pursuant to the provisions of Title 3, Article 11 of the Real Property Tax Law of the State of New York.

2. All potential Bidders/Buyers must BECOME A MEMBER WITH COLLAR CITY AUCTIONS@ WWW.COLLARCITYAUCTIONSONLINE.COM.

3. All Bidders/Buyers must register for this auction and submit all required Bidder Application documents and then

will be manually approved to bid once Bidder Application has been received, reviewed and approved by the auction company. LATE REGISTRATIONS WILL NOT BE APPROVED.

4. Former owners will not be allowed to bid on their properties. No third parties shall be allowed to bid on behalf of a former owner.

5. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom the County Foreclosed tax liens and has no intent to defraud the County of the unpaid taxes, assessment, penalties, and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey, transfer, or assign the property to the former owner(s) against whom the County foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she will be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as were owed to the County for unpaid taxes prior to the tax lien foreclosure on the property and consents to immediate judgment by the County for said amounts in addition to reasonable attorney's fees and expenses.

6. NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH, OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO THE COUNTY. ALL SUCH TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION. Previously defaulting parties (i.e. parties who have a property tax installment contract or have failed to pay taxes for prior tax years) are not allowed to bid until 18 months after the default is cured.) Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid without exceptions.

7. The property will be conveyed by the County to the purchaser by quit-claim deed, containing a description of the property known as tax map number and as it appeared on the tax roll for the year upon which the County acquired title or as corrected up to date of deed. The deed will be recorded by the County upon payment in full of the purchase price and all closing fees/costs. POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE WAYNE COUNTY CLERK CONVEYING TITLE TO THE PURCHASER. TITLE VESTS AT THE RECORDING OF THE DEED. It is agreed between the County and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed, which shall constitute the transfer of legal title of the premises to the buyer.

8. Deeds shall convey title only to the person identified as the successful bidder whose bid has been accepted by the Board of Supervisors, along with the successful bidder's spouse, if so desired. No deed shall be executed to convey title in the name of anyone other than the successful bidder, and bidder's spouse, if so desired.

9. The County will not furnish an abstract of title or an instrument survey map.

10. The County does not make any representations or warranties, expressed or implied, (a) concerning the quality or the condition of the title to the property, or the validity or marketability of such title; the ownership of any improvements on the property; the condition of the property and any improvements thereon or its fitness for any use; or the accuracy of the property description on the tax roll or in the notice of sale or any other advertisement of sale furnished by the County; or (b) that the property or any improvements thereon presently comply with building or zoning codes, or with any state or local laws or regulations. Any information concerning the property furnished by the County or any of its officers, employees, or agents shall not be deemed to include any such representations or warranties. Any promotional tools such as photographic slides, tax maps, written or verbal descriptions, etc. are for informational purposes only.

11. Any successful bidder, who fails to tender the deposit as outlined, will be forbidden to participate in this or any other auction for a time period of 18 months. Any parcels where the deposit was not received at the close of the auction contract completion date will be considered defaulted. If a purchaser fails to close on the parcel(s) that he/she bids on at the auction, he/she will be prohibited from participating at future auctions held for the County of Wayne for a time period of 18 months.

12. I acknowledge that I have received a complete bidder packet and will not be approved to bid until the Auction Company has received my fully completed Online Bidder Application.

13. As specified in the "Online Bidder Application" I unconditionally acknowledge, agree and authorize the Auction Company to place a \$1,000.00 hold on my credit or debit card (**NO PREPAID CARDS OR AMERICAN EXPRESS ACCEPTED**) which will be released if I am not the successful bidder or you may include an official bank check made payable to Collar County Auctions Realty & Mgmt, Inc. PERSONAL AND BUSINESS CHECKS WILL NOT BE ACCEPTED. Non-winning bidders will receive a full refund in approximately 10-business days post auction without any accrued interest. Credit card hold will be released upon completion of the purchase and sale contracts for winning bidders and within five business days for non-winning bidders. The hold is required in order to be approved to obtain bidding privileges and will only be converted to a fully executable charge and retained if the successful high bidder does not perform and complete the required purchase contracts and addendums by appointment on **July 11 & 12, 2022**, Wayne County Office Building, 16 Williams Street, Lyons, NY 14489. I further unconditionally grant permission to the auction company to charge my credit or debit card in full or part for all amounts due if I default in any contractual obligations herein and forever forgo any and all rights to place a chargeback or dispute on any charge placed on my credit card related to my obligations agreed to herein as well as contained in the Online Bidder Application Credit/Debit Card Agreement. If I attempt or do place any chargeback, file a dispute or claim of any kind or attempt to cancel any hold now or in the future, I unconditionally grant the auction company permission to charge all monies due in full or increments as available and I further acknowledge to my credit card company that if I file a dispute, chargeback or any claim to attempt a

block, reversal or cancellation of any charge or hold placed due auction company or the County that it is not valid and further instruct and grant unconditional authorization and permission to my credit card company to void my chargeback, dispute or requests of any kind now and forever. Additionally, I grant the auction company permission to charge my credit card now or at any time in the future an additional recovery fee, in full or increments, the amount of \$750.00 to cover their time involved with answering any chargeback, dispute or claim now or in the future. I also acknowledge and agree to reimburse the auction company and County all time, legal expenses, attorney fees incurred if I cause litigation or any claim that would cause these types of fees to be incurred. I further agree not to close any credit card in an attempt to prevent fees due from being charged to my credit card. I unconditionally acknowledge and agree that upon registering and entering my name and credit card information into the auction company's registration process that I am electronically signing and guaranteeing that I have read, fully understand and agree to abide by and be bound by all related terms herein. I agree to be fully responsible for all associated costs involved with the resale, remarketing and any deficiency if I default and the Auction Company and County must resell any property(s) due to my default. I agree that if I bid on multiple properties, these terms and all fees apply individually to each separate parcel.

14. I have read and agree to be bound by all terms herein as well as contained in the County of Wayne, NY Tax Property Online Bidder Application and fully and unconditionally understand and agree to abide by and be bound to them without exception.

15. By registering, I acknowledge I have sufficient funds to meet all requirements as called for by the terms within the Online Bidder Application as well as purchase agreement post auction. I agree to be fully responsible for all collection costs, plus reasonable attorney fees related to any and all collection costs incurred by the County or auction company if I default and fully understand that litigation between the County and any bidder or buyer will only be brought forth in Wayne County Supreme Court and any litigation between the auction company and any bidder or buyer shall only be brought forth in Schenectady County Supreme Court.

16. Upon being declared the high bidder on a parcel, the Bidder as Purchaser will be contacted by the Auction Company to schedule an appointment which will take place, Wayne County Office Building, 16 Williams Street, Lyons, NY 14489, **Tuesday, July 11 & 12, 2022 from 10:00 am to 4:00 pm** and at that time the buyer will be required to execute the Contract of Sale Packet and remit the required Down Payment of 10 Percent of the bid price and 6% or 10% Buyer's Premium, per property and based on the total on bid amount. If a bid price is \$1,000.00 or less, plus buyer's premium and all other required fees/costs, if any described herein, shall be the total purchase price and must be paid in full at time of contract completion. **Bidder is encouraged to pay the entire bid price at Contract of Sale execution. All monies must be made in CASH or Cashier's Check, Visa, Mastercard or Discover. No American Express or Pre-paid Credit Cards. Cashier's Checks must be payable to the Collar City Auctions Realty & Mgmt, Inc. Escrow and drawn on banks insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Association (NCUA). No exceptions.**

17. The property will be sold as advertised and "AS IS" with absolutely no warranty or guaranty, expressed or implied. I agree to accept the property in, "AS IS" condition with all faults as defined in the Auction Rules and Sales Contract. No representations of any kind are or have been made by the Auction Company, County of Wayne or their agents as to the title or physical condition of the property or as to the existence of any improvements thereon including water/well and sewer/septic systems. The sale of these properties is pursuant to a purchase contract. Failure of purchaser to secure financing prior to date of transfer does not constitute grounds for an extension or return of the down payment or buyer's premium. All information contained in the Auction Brochure and contained within the website of Collar County Auctions Realty & Management, Inc. (herein after known as "Auction Company") and contained in the Online Bidder Application is supplied for informational purposes only and not guaranteed. Prospective purchasers are urged to fully research any property prior to bidding at auction. Furthermore, all parties agree to hold harmless the County, Auction Company and their agents from any errors and or omissions, injury and or other matter that may arise now or in the future.

18. I am an eligible buyer as defined in the Auction Terms, Online Bidder Application and Sales Contract Packet.

19. (a) I am not the prior owner of any of the properties being offered for auction;

(b) I am not an immediate family member of a prior owner;

(c) I am not in any way acting on behalf of, as an agent of, or as a representative of the prior owner;

(d) I am not acting as an agent of any officer, stockholder of a Corporation or general or limited partner of a partnership which owns any of the properties being offered for sale;

(e) I do not own property in the County of Wayne, either individually, jointly with another, through a corporation or partnership, which **has two or more years of delinquent taxes**;

(f) I am not acting on behalf of, as an agent of, or a representative of any of the persons or entities set forth herein or above;

(g) In accordance with the requirements and prohibitions set forth in Article 18 of the General Municipal Law, sitting members of the Wayne County Board of Supervisors are precluded from bidding on any parcels included in the auction. Members of Town Boards for each Town in the County of Wayne are precluded from bidding on any parcels located in their respective Towns. I am not an elected or appointed official, (nor the spouse, minor child or dependent, thereof) involved in the assessment, tax levy, budget making or tax rate setting process in any municipality in the County of Wayne, including but not limited to Assessors, Board of Review Members, Town Board Members, and Town Supervisors. Village Trustees, Village Mayor, County Bureau of Finance, County Attorney, County Legislators, County Clerk and County Real Property Tax Director;

(h) that I have not defaulted from the prior **TWO** years' County of Wayne Delinquent Auctions. That by submission of a bid, each bidder and each person signing in person or electronically on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies that to the best of their knowledge and belief: The prices in a bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.

20. I understand that in the event that I refuse or fail to complete my contractual obligations as a successful high bidder or if I fail to consummate purchase of any parcel at an auction, the second highest bidder of that parcel, at the discretion of the County of Wayne, NY, shall be offered the opportunity to purchase the parcel at the amount of the second highest bid plus the buyer's premium, closing costs/fees, and such other amounts as are due under these terms and conditions of sale. Secondary sale is not grounds for any refund or release of performance obligations to initial bidder as purchaser.

21. I understand and agree that if at any time prior to the recording of the deed, the County of Wayne determines that the Buyer is one of the persons set forth in paragraph 4, 5 and 6 herein or in violation of paragraph 8 herein, the County of Wayne at its sole option shall declare the public online auction sales contract breached and the County of Wayne shall retain any and all down payments made, and the Buyer shall forfeit all buyer's premium to the auction company paid or due and owing. I understand that if I am an elected official bidding on tax property within the local government jurisdiction that I serve, knowingly entering into a purchase contract is in violation of state law and may subject me to criminal and/or civil penalties including but not limited to: forfeiture of deposits, purchase price, buyer's premium, and title to the subject property.

22. I agree to hold the Auction Company, County of Wayne and their agents and or principals to the extent permitted by law, harmless from any claims based on environmental hazards that may be present on any property I purchase. No representations have been made or will be made by the County of Wayne as to the environmental condition or zoning compliance of the property.

23. I have received a copy of the pamphlet Protect Your Family From Lead in Your Home and I waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

24. I understand that only bids made by clearly using my user identification/user screen name will be accepted and that the bidding process will be recorded.

25. All parcels purchased by a Buyer must be paid for in full. Selective closings are not permitted. Failure to remit full payment on all parcels purchased at the auction will result in a forfeiture of all monies paid, which will be retained by the County and Auction Company as liquidated damages, and the cancellation of all sales to the Buyer.

26. All tax properties sold at auction are being sold subject to:

a) Rights of the public and others in and to any part of the premises that lies within the bounds of any street, alley, or highway.

b) Manufactured home, mobile home or trailer liens, if any.

c) All covenants, leases, easements and restrictions of record affecting said premises, if any.

d) Any state of facts that an accurate, currently dated survey might disclose.

e) Environmental conditions of property.

f) All New York State and Federal tax liens, if any.

g) All taxes due as applicable and disclosed on the date of the auction. It is understood that these taxes may not be exact and owing

h) Village tax liens, if any.

i) Back delinquent taxes are forgiven, and the Buyer shall not be liable for any previous taxes owed by the former owner.

27. The premises being sold may be subject to tenancies and/or leases affecting the said premises. Buyer is to determine the existence and status of such interests and the applicable legal rights there to. Evictions, if necessary, are solely the responsibility of the Buyer after the recording of and receipt of the deed.

28. The total Bid Price is the combination of the high bid, the buyer's premium, and all applicable fees. The buyer shall enter into the required non-contingent purchase and sale agreement. All sales shall be final, absolute and without recourse, and in no event shall the County be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns, against the County arising from this sale.

29. Notice is hereby given that the premises being sold may lie within an Agricultural District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and thereby sold subject to the provisions of law applicable thereto.

30. All bids are subject to acceptance by the Wayne County Board of Supervisors. The purchaser's bid will be submitted to the Board of Supervisors on July 20, 2022. It shall be the purchaser's responsibility on **July 21, 2022** to visit the website of **Collar City Auctions Realty & Mgmt., Inc at www.CollarCityAuctionsOnline.com** to determine whether my bid was accepted or rejected by the Board of Supervisors **or call our office at 888-222-1522.**

31. The purchaser must pay the balance of the purchase price (**paid in cash, certified check, bank check, money order, credit card**) payable to the **Wayne County Treasurer**) together with the necessary recording taxes and fees (paid in cash or check payable to the Wayne County Clerk) to the Wayne County Treasurer's Office not later than 3 PM on JULY 27, 2022. Upon receipt of such payments, the deed will be recorded in the County Clerk's Office and mailed to the purchaser upon completion of the recording process.

The purchaser may not assign his/her right to complete the sale. ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) AS REGISTERED AT THE AUCTION. If the purchaser fails to make such payments on or before JULY 27, 2022, the sale shall be deemed cancelled, the County shall not be obligated to convey the property to the purchaser and the purchaser's deposit shall be retained by the County as liquidated damages.

IF THE BALANCE DUE FROM BUYER(S) PLUS ANY ADDITIONAL CHARGES ON EACH PROPERTY PURCHASED AT AUCTION IS NOT RECEIVED IN FULL ON OR BEFORE **WEDNESDAY JULY 27, 2022, BY 3:00 P.M.** at the County of Wayne Treasurer's Office, 16 Williams Street, Lyons, NY 14489, THE BUYER(S) SHALL IMMEDIATELY FORFEIT THEIR DOWN PAYMENT OR ANY PAYMENTS MADE WITHOUT RECOURSE AND THE PURCHASE AND SALE AGREEMENT SHALL BECOME NULL AND VOID FOR ANY OBLIGATION THE COUNTY AND AUCTION COMPANY HAD TO PURCHASER. Purchaser agrees and understands that the buyer's premium is deemed earned by Auction Company upon approval or acceptance of bid by the County and is non-refundable. This means when you become the successful high bidder through bidding. A sample Purchase and sale agreement is available online at www.CollarCountyAuctionsOnline.com or call our office at 518-895-8150 x 103 to request a sample be sent via USPS if you do not have internet access. No internet access? You may also place a bid utilizing our "Absentee Bid Form Contained within the "Online Bidder Application". Persons defaulting from prior year's auctions are disqualified for eighteen months from participating in delinquent property tax auctions or acquiring title through such process.

32. The transfer costs/fees which the purchaser shall be required to pay, in addition to bid price, shall consist of:
- a) Filing fee for the Real Property Transfer Report (RP-5217) of \$125.00 if the property is classified as agricultural, a 1-3 family dwelling, an apartment, or condominium, and \$250.00 if the property is otherwise classified (vacant, commercial, entertainment, community service, industrial, public service, forest, etc.
 - b) Filing fee for combined Capital Gains Transfer Tax Affidavit \$5.00
 - c) Preparing, recording and filing of the deed, \$55.00
 - d) Capital Gains Transfer Tax, \$4 per thousand of bid price
33. Property Inspections: Please drive by vacant land parcels. Improved properties may ONLY be inspected from the exterior. Please do not enter any improved properties. Please ONLY Drive by Occupied Properties. If an improved property appears to be occupied, you are only permitted to view from the road. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
34. Purchasers are not responsible for payment of any delinquent County property taxes prior to the foreclosure. Purchasers will, however, be responsible for the current year 2022 Village property tax bill and any relevy. If the property tax payment for any village parcels that include a relevy are not received, the purchaser will be responsible for the full amount of the village bill to include all relevy amounts. Any 2022 village property tax bills not paid must be paid directly to the Village as instructed on the bill. The County will convey the property free and clear of County tax liens accrued on or before January 1, 2022.
35. In order to avoid future delinquent charges, the new owner should immediately advise all tax collectors of the new ownership, and the address where future tax bills are to be mailed.
36. All bids are subject to and contingent upon approval and acceptance by the Wayne County Board of Supervisors. The County reserves the right to sell to the second highest bidder if Purchaser defaults.
37. The Board of Supervisors reserves the right to accept or reject any or all bids, or to withdraw any parcel from the sale at any time prior to delivery of the deed to the purchaser.
38. In the event that a sale is cancelled by Court Order or judgment or by the Wayne County Board of Supervisors, the successful bidder shall be entitled only to a refund of the purchase money. Purchaser shall not be entitled to special or consequential damages, attorney fees, reimbursement for any expenses incurred as a result of ownership or improvements of the property, nor for taxes paid during the period of ownership.
39. No personal property is included in the sale of any property and/or parcel(s) owned by the County of Wayne. The disposition of any personal property located on, in, under or on the property or parcel sold shall be the sole responsibility of the purchaser upon transfer of title.
40. Notice to Real Estate Brokers/Agents: The Auction Company is acting in the capacity of a Real Estate Broker/Auctioneer and NOT as a Realtor on the auction of the properties contained herein. The Auction Company is NOT offering any cooperating brokerage fee to any outside brokerage company or agent for producing a bidder or purchaser at this auction. It is recommended that Brokers and/or Agents structure some type of compensation from the buyer they are representing.

I, the Bidder, acknowledge that I, read, write and fully understand the English language and further agree and acknowledge that I have fully read and, if felt necessary, reviewed all terms/bidder registration documents related to bidding and purchasing with my counsel. I further acknowledge that all information is true and accurate under penalty of law.

Print Name

Print Name

Signature Date _____ Signature _____ Date _____

Budgeted: yes ___ no ___ Proposed Cost: _____ 0 _____ Reimbursed Amount _____ County cost _____ 0 _____

Departmental transfer \$ _____ from Account No. _____ to Account No. _____

County Administrator's Review: _____ Date: _____

Human Resources Office Review: yes ___ no ___ N/A ___ Signature: _____

County Attorney Review: yes ___ no ___ N/A ___ Signature: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:
Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No. 1

Date: April 12, 2022

Committee Chair: Supervisor Leonard

Department Head: Karen Ambroz

TAX REFUND – ERROR ON TAX ROLL

WHEREAS, applications for refund of real property tax claimed to be attributable to an error on the tax roll has duly been filed with the Director of Real Property Tax Services (“Director”) for the properties listed below, pursuant to the provisions of Article Five, Title 3 of the Real Property Tax Law; and

WHEREAS, the Director investigated the circumstances of the claimed errors and has submitted a report recommending the applications be approved; now, therefore, be it

RESOLVED, pursuant to Article 5, Title 3 of the Real Property Tax Law that the following applications are hereby approved and the County Treasurer is hereby authorized and directed to pay the refunds:

TOWN OF WALWORTH

2022 Tax Roll

Account No. 62113-08-792923

Assessed to: Johnson, Jeffrey E & Lisa M

Total Tax Difference \$ 284.34 Total County Tax Difference: \$ 165.58

Corrected Total Tax: \$ 2,220.95

And be it further,

RESOLVED, that the County Treasurer is hereby authorized and directed to charge back the Refunds in the manner prescribed by Section 556 of the Real Property Tax Law.

Budgeted: yes ___ no ___ Proposed Cost: 0 Reimbursed Amount _____ County cost 0

Departmental transfer \$ _____ from Account No. _____ to Account No. _____

County Administrator’s Review: _____ Date: _____

Human Resources Office Review: yes ___ no ___ N/A ___ Signature: _____

County Attorney Review: yes ___ no ___ N/A ___ Signature: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec’d: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____



County of Wayne
Office of the County Treasurer
Post Office Box 8
Lyons, New York 14489-0008

Patrick J. Schmitt
COUNTY TREASURER

315-946-7441
WWW.CO.WAYNE.NY.US

- During the month of March, 22 contracts were started for unpaid 2019, 2020 and 2021 taxes to help taxpayers avoid Tax Foreclosure.
- Last day to redeem is April 29, 2022 for tax foreclosure.
- Foreclosure Postings have been completed.
- Collection on the 2/24/22 payroll overpayment has begun.
- The Chief Administrative Judge for New York State has left one stipulation in place around tax foreclosure proceedings that a settlement conference meeting between the Judge, County, and Taxpayer occur before the Judge can issue the judgement of foreclosure.

- 2020 Tax Foreclosure parcel count:

Date	Total Parcels
10/28/21	384
11/30/21	288
12/31/21	234
1/31/22	217
2/28/22	202
3/31/22	124

- COVID Hardship Letters Received (464 sent out):

10/31/21	25
11/30/21	15
12/31/21	7
1/31/22	0
Expired	0

RESOLUTION TRANSMITTAL

Committee No.

Date: 4/12/2022

Committee Chair: Supervisor Leonard
Department Head: Treasurer Schmitt

AUTHORIZATION TO AMEND CONTRACT WITH THE BONADIO GROUP FOR ADDITIONAL TESTING

WHEREAS, Wayne County is under contract with the Bonadio Group for Independent Audit Services; and
WHEREAS, it has been determined that the County's Federal Fund on the single audit has been under reported and must be amended; and

WHEREAS, more testing must be done to be compliant in our single audit; and
WHEREAS, the fees for the additional testing are as follows:

2019 – Testing of the additional program, reissuance of the Single Audit Report, re-opening and reissuance of the Data Collection Form \$3,000.

2019 – Reissuance of the County-wide financial statements to report the reclassification of State Aid to Federal aid and the necessary subsequent review procedures to update the audit as of the report date \$2,500.

2020 – Reissuance of the Single Audit Report, re-opening and reissuance of the Data Collection Form \$2,000.

2020 – Reissuance of the County-wide financial statements to report the reclassification of State Aid to Federal aid and the necessary subsequent review procedures to update the audit as of the report date \$2,500.

2021 – Testing of the additional program due to the re-issuance in 2019 \$2,000.

Total fee for additional services - \$12,000

RESOLVED, that the Wayne County Board of Supervisors authorizes the amendment of the agreement with the Bonadio Group, subject to the approval of the County Attorney as to form and content, to increase the payment for services for an amount not to exceed \$12,000.00, to be billed on a per hour basis based on the staff assigned to the project; and be it further

RESOLVED, that the County Treasurer is authorized to make the following budget adjustments:

A1990 General Fund Contingencies

(Appropriations)

\$12,000.00 from .54000 Contractual Expenses

A13204 General Fund County Auditor

\$12,000.00 to .54501 Accountants & Auditors

Budgeted: yes ___ no ___ Proposed Cost: _____ Reimbursed Amount _____ County cost _____

Departmental transfer \$ _____ from Account No. _____ to Account No. _____

County Administrator's Review: _____ Date: _____

Human Resources Office Review: yes ___ no ___ N/A ___ Signature: _____

County Attorney Review: yes ___ no ___ N/A ___ Signature: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No: 1

Date: 4/12/2022

Committee Chair: Kim Leonard

Prepared By: Brian Sams

AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH BARGAINING UNITS TO PAY BIWEEKLY STIPENDS TO FULL AND PART-TIME EMPLOYEES

WHEREAS, the present competitive employment climate, along with rising economic strains, has made it exceedingly difficult to recruit new employees and retain current employees in the County workforce; and,
WHEREAS, the mounting recruitment and retention problem is leaving essential positions, critical to the provision of numerous vital services, unfilled throughout County departments; and
WHEREAS, a temporary stipend paid to full and part-time County employees would help to alleviate some of the current economic strains employees are facing and help the County to retain its existing workforce; and
WHEREAS, a Memorandum of Agreement (MOA) has been presented to each of the seven bargaining units that represent the employees of Wayne County that specifically outlines the following terms and conditions of the proposed stipend:

1. The Guidelines for the County’s payment of Retention bonuses are as follows:
 - Full time employees will receive \$100.00 bi-weekly.
 - Part time employees will receive \$50.00 bi-weekly.
 - Employees on a continuous leaves of absence (eg: FMLA, 207c, and contractual leaves, etc.) are not eligible to receive the stipend.
 - Employees must be actively employed for the full pay period to be eligible for the stipend.
2. It is specifically acknowledged by each of the signatories hereto and by each of the Unions that the terms of this agreement do not set any precedent or establish a practice or custom that binds either party beyond its stated terms; and
3. This agreement will be in effect from the payroll period beginning April 29, 2022 and shall terminate on a date determined by the Board of Supervisors, in its sole discretion, no later than December 22, 2022, be it further agreed that
4. The Chairman of the Board of Supervisors shall execute the Memorandum of Agreement (MOA) with the above stated Unions agreeing to the these provisions outlined within the MOA, upon authorization by Resolution adopted by the full Board of Supervisors.

and

WHEREAS, the proposed stipend is contingent upon unanimous approval of the MOA by all bargaining units; now, therefore be it

RESOLVED, that the Chairman of the Wayne County Board of Supervisors is hereby authorized to sign a Memorandum of Agreement with all Wayne County bargaining units and enter into an agreement to pay a temporary, biweekly stipend to all full and part-time employees, subject to review and approval by the County Attorney as to form and content; and, be it further

RESOLVED, that the Wayne County Treasurer is hereby authorized to transfer \$1,900,000 from Unassigned General Fund Balance; and, be it further

RESOLVED, that the Wayne County Treasurer is hereby authorized to amend the 2022 County Budget as follows:

A1990 Contingent Fund General
(Appropriations)
\$1,900,000 to 54000 Contractual Expenses

Budgeted: No Proposed Cost: \$1.9million Reimbursed Amount \$ County Cost \$1.9million

Departmental transfer \$ _____ from Account No. _____ to Account No. _____

County Administrator’s Review: _____ Date: _____

Human Resources Office Review: yes ___ no ___ N/A ___ Signature: _____

County Attorney Review: yes ___ no ___ N/A ___ Signature: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____