

ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

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Mikale Billard
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EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE JUNE 12, 2024 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

May 28, 2024

Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 24-273

WAYS & MEANS

RE: Five-Year Agreement for Annual Budget Appropriation

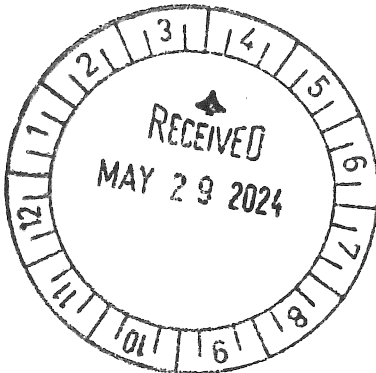
Dear Honorable Members:

Please find enclosed, for your review and consideration, the agreement for annual budget appropriations between the County and the Town of Verona. The enclosed agreement uses the same template agreement used to provide annual funding in accordance with County budget to the various municipalities and approved in Resolution 143 at your April 10, 2024, meeting. The Town of Verona will receive \$350,000.00 from the County for the next five years.

Thank you for your prompt attention to this matter.

Respectfully submitted,

Hon. Anthony J, Picente, Jr.





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

FN 20 2-1-155

March 20, 2024

Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Re: **Five-Year Agreements for Annual Budget Appropriations**

Dear Honorable Members:

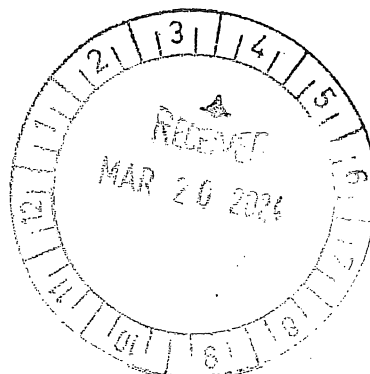
Please find enclosed, for your review and consideration, the agreement for annual budget appropriations between the County and the Vernon-Verona-Sherrill Central School District. The enclosed agreement serves as a template for these agreements which will provide annual funding in accordance with the County budget to various municipalities and the Vernon-Verona—Sherill School District. I request that the enclosed be approved as a template agreement between Oneida County and the following municipalities in the corresponding annual amounts:

City of Sherrill	\$300,000.00
Town of Augusta	\$100,000.00
Town of Vernon	\$225,000.00
Town of Vienna	\$125,000.00
Village of Sylvan Beach	\$100,000.00
Village of Vernon	\$100,000.00
Vernon-Verona-Sherrill School District	\$850,000.00

Thank you for your prompt attention to this matter.

Respectfully submitted,

Hon. Anthony J. Picente, Jr.



2

Oneida Co. Department: Budget

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Vernon-Verona-Sherrill Central School District
5275 Route 31
Verona, New York 13471

Title of Activity or Service: Budget Appropriation

Proposed Dates of Operation: January 1, 2024 – December 31, 2028

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services:

Support the cost of providing services and sponsoring activities that publicize the advantages of the County and the region, and contributing to and promoting the cultural development of the residents and children of the County.

2) Program/Service Objectives and Outcomes:

To serve the citizens and children of Oneida County.

3) Program Design and Staffing: N/A

Total Funding Requested: \$4,250,000.00 **Account # A1340 1987.499-170**
(\$850,000.00 Annually)

Oneida County Dept. Funding Recommendation: \$4,250,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

AGREEMENT

THIS AGREEMENT (the "Agreement"), made this ____ day of _____, 2024, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, hereinafter called the "County," and the Vernon-Verona-Sherrill Central School District, with its principal offices located at 5275 Route 31, Verona, New York 13471, hereinafter called the "District."

WHEREAS, the District provides services and sponsors activities that publicize the advantages of the County and the region, and contribute to and promote the cultural development of the residents of the County, in particular their promotion of the Future Farmers of America, their agricultural science curriculum, offered in partnership with Oneida-Herkimer-Madison BOCES, and their developing agri-science facility that will be open to all County students; and

WHEREAS, the County deems it desirable to appropriate a sum of money to help finance such activities;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, do hereby agree as follows:

1. This Agreement shall commence on January 1, 2024 and shall run for a term of five (5) years, terminating on December 31, 2028, if not terminated sooner in accordance with the provisions of Sections 9 and 10, below.

2. The District agrees to provide services and sponsor activities that publicize the advantages of the County and the region, and contribute to and promote the cultural development of the residents of the County, including their promotion of the Future Farmers of

America, their agricultural science curriculum, offered in partnership with Madison-Oneida BOCES, and their developing agri-science facility; all of which will be available to and will benefit all County students.

3. For the services provided by the District, pursuant to the terms hereof, the County agrees to pay to the District annually the sum of Eight Hundred Fifty Thousand dollars (\$850,000.00), which will be used to finance the aforementioned activities of the District. Such payments shall be made by the County each year in four quarterly installments of \$212,500.00, after receipt of vouchers presented by the District on forms prescribed by the County and after audit and approval by the County's Comptroller.

4. The District agrees to submit annual financial reports covering its latest completed fiscal year(s), prepared in accordance with the generally accepted accounting procedures for school districts, and in full compliance with state and federal regulations. Such reports shall be submitted to the County's Comptroller as soon as is practicable each year.

5. Officers, agents, directors and employees of the District, in accordance with the status of the District as an independent contractor, covenant and agree that they will conduct themselves consistent with such status; that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and they will not by reason thereof, make any claim, demand or application to, or for, any right or privilege applicable to an officer or employee of the County, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

6. This Agreement shall not be assigned or sublet by the District without the consent in writing of the County.

7. This Agreement is in accordance with Section 224(14) of the New York County Law.

8. The District shall defend, indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature as a result of furnishing the services provided for in this Agreement.

9. In exchange for the County's above-stated obligations, the District further agrees as follows:

- a.) It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept land possessed by the Oneida Nation of New York ("Nation Land") into trust pursuant to 25 U.S.C. § 465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. § 523.
- b.) It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Oneida Nation of New York (the "Nation").
- c.) It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C §465, or to any transfer of excess federal land within the reservation to the U.S. Department of Interior to be held in trust pursuant to 40 U.S.C. § 523. "Settlement Agreement," as

used herein, refers to the 2013 agreement entered into by New York State, the Oneida Nation, and Oneida and Madison Counties.

- d.) It will not judicially or administratively challenge, or in any way fund or assist others in challenging the Settlement Agreement.
- e.) In the event that the District takes any such actions, the County's obligations hereunder shall cease and the District shall, within thirty (30) days of demand therefor, refund to the County all payments previously made to the District pursuant to this Agreement, and pursuant to similar agreements made since the Settlement Agreement took effect, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the District from taking or continuing such actions if such repayment is not timely made. This provision shall survive the termination or expiration of this Agreement regardless of the cause of such termination or expiration.

10. Executory Clause. Notwithstanding any other provision of this Agreement:

- a.) The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to the District unless and until (i) all County approvals have been obtained, including; if required, approval by the County Legislature; and (ii) this Agreement has been executed by the County Executive.
- b.) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to the District beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from

the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

c.) In the event that funding should become unavailable or is otherwise not appropriated, this Agreement shall terminate immediately upon the sending of a notice of unavailability or non-appropriation of those funds from the County to the District.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

BY: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

VERNON-VERONA-SHERRILL CENTRAL SCHOOL DISTRICT

By: *Ann Pangburn*
ANN PANGBURN
President of the Board of Education

Approved

Amanda L. Cortese-Kolasz
County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

June 5, 2024

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York, 13501

FN 20 24 - 274

WAYS & MEANS

Dear Gerald J. Fiorini, Board Chairman:

The purpose of this letter is to send a MESSAGE OF NECESSITY to the Board of Legislators as appropriate pursuant to Municipal Home Rule Law, Sec. 20 (4) waiving the waiting time requirements and authorizing for immediate passage of Local Law Intro. "D", 2024, titled "A Local Law Providing for the Distribution of Surplus from the Sale of Tax Delinquent Property". This Local Law is presented pursuant to and in accordance with Part BB of the New York State 2024-2025 Budget, Senate Bill No. S.8305 and Assembly Bill No. A.8805 and will provide a mechanism for former owners and other parties whose interests were extinguished by the foreclosure of a delinquent real property tax lien to claim a surplus in the manner provided by title 6 of article 11 of the Real Property Tax Law.

This emergency MESSAGE OF NECESSITY will insure prompt and timely passage of this Local Law and is an essential part of the Board's consideration of the proposed Local Law Intro. "D", 2024. I urge your Board to consider this Local Law in an expedited manner as provided under Municipal Home Rule Law, Sec. 20 (4).

Sincerely,

Anthony J. Picente, Jr.
County Executive

cc: County Attorney
Commissioner of Finance



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
315-798-5910 ♦ Fax: 315-798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

AMANDA L. CORTESE-KOLASZ
COUNTY ATTORNEY

June 4, 2024

Hon. Anthomy J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, N.Y. 13501

Dear County Executive Picente:

As a result of the Supreme Court of the United States decision of May 2023, in Tyler v. Hennepin County, the Legislature of the State of New York amended current procedures and passed legislation, Part BB of the New York State 2024-2025 Budget, Senate Bill No. S.8305 and Assembly Bill No. A.8805 which will provide a mechanism for former owners and other parties whose interests were extinguished by the foreclosure of a delinquent real property tax lien to claim a surplus in the manner provided by title 6 of article 11 of the Real Property Tax Law.

The Commissioner of Finance has submitted a proposed Local Law in accordance with the above stated legislation with his letter dated May 31, 2024. As stated by the commissioner there now exists the need to respond quickly to the parties involved and as such, the need to request to send a MESSAGE OF NECESSITY to the Oneida County Board of Legislators as appropriate. You may submit such a request pursuant to Municipal Home Rule Law, Sec. 20 (4) waiving the waiting time requirements and authorizing for immediate passage of the proposed Local Law.

Pursuant to the Commissioner of Finance's request, and assuming the enclosed letter addressed to the Chairman of the Board of the Oneida County Board of Legislators requesting a Message of Necessity, meets with your approval please sign and forward it onto the Board Chairman.

Very truly yours,

Robert R. Reittinger, Esq.
Assistant Oneida County Attorney

RRR/rrr



ANTHONY R. CARVELLI
COMMISSIONER



**ONEIDA COUNTY
DEPARTMENT OF FINANCE**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

May 31, 2024

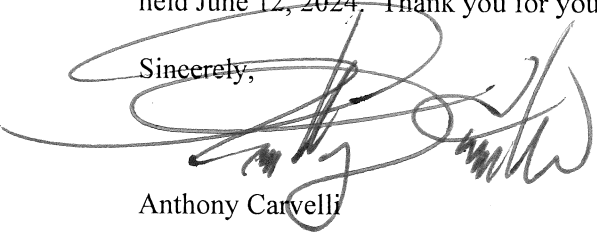
Hon. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, N.Y. 13501

Dear County Executive Picente:

As you are aware the recent Supreme Court's decision (May 23, 2023) in Tyler v. Hennepin County resulted in the necessity for the state of New York to introduce changes to the delinquent tax foreclosure process addressing surplus funds. Commensurate with that requirement, enclosed please find a local law pursuant to and in accordance with Part BB of the New York State 2024-2025 Budget, Senate Bill No. S.8305 and Assembly Bill No. A.8805, to provide a mechanism for former owners and other parties whose interests were extinguished by the foreclosure of a delinquent real property tax lien to claim a surplus in the manner provided by title 6 of article 11 of the Real Property Tax Law.

As the subject is now a matter of law there is a requirement to respond quickly to the parties involved, and as such, we are asking for a message of necessity in this regard. Assuming this local law meets with your approval, please forward it to the Board of Legislators for their consideration at the meeting to be held June 12, 2024. Thank you for your time and consideration of this request.

Sincerely,


Anthony Carvelli

AC/ac

LOCAL LAW NO. ____, 2024

A LOCAL LAW PROVIDING FOR THE DISTRIBUTION OF SURPLUS FROM THE SALE OF TAX DELINQUENT PROPERTY

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF ONEIDA, AS FOLLOWS:

Section 1. Purpose and Intent. This local law is enacted pursuant to and in accordance with Part BB of the New York State 2024-2025 Budget, Senate Bill No. S.8305 and Assembly Bill No. A.8805, to provide a mechanism for former owners and other parties whose interests were extinguished by the foreclosure of a delinquent real property tax lien to claim a surplus in the manner provided by title 6 of article 11 of the Real Property Tax Law. This local law and the mechanisms set forth herein are in addition and supplemental to statute of the State of New York, being Chapter 559 of the Laws of 1902, as amended (“Oneida County Tax Act”).

Section 2. Definitions.

In this local law:

“Charges” or “legal charges” means:

- (a) the cost of the mailing or service of notices required or authorized by this local law and/or the Oneida County Tax Act, NYS statute and/or applicable NYS or United States Supreme Court case law;
- (b) the cost of publication of notices required or authorized by this local law and/or the Oneida County Tax Act, NYS statute and/or applicable NYS or United States Supreme Court case law;
- (c) the amount of any interest, penalties and/or fees imposed by law;
- (d) the cost of recording or filing legal documents required or authorized by this local law and/or the Oneida County Tax Act, NYS statute and/or applicable NYS or United States Supreme Court case law;
- (e) the cost of appraising a parcel for the purpose of determining the existence and amount of any surplus pursuant to Section 3 of this local law;
- (f) the cost of surveying a parcel for the purpose of determining the existence and amount of any surplus pursuant to Section 3 of this local law;
- (g) the reasonable and necessary cost of any search of the public record required or authorized to satisfy the notice requirements of this this local law and/or the Oneida County Tax Act, and other reasonable and necessary expenses incurred by the County of Oneida in connection with a proceeding to foreclose a tax lien, including but not limited to administrative, auction and reasonable attorney fees and/or costs associated with the foreclosure process; provided, that: (i) a charge of up to either two hundred fifty dollars (\$250.00) per parcel, or two percent (2%) of the sum of the taxes, interest and penalties due on the parcel, whichever is greater, shall be deemed reasonable and necessary to cover the combined costs of such searches and the other reasonable and necessary costs and expenses delineated in this paragraph, and such

an amount may be charged without substantiation, even if salaried employees of the County of Oneida performed some or all of such services; and (ii) the County of Oneida may charge a greater amount with respect to one or more parcels upon demonstration to the satisfaction of the court having jurisdiction that such greater amount was reasonable and necessary; and

- (h) the amount owed to the County of Oneida by virtue of a judgment lien, a mortgage lien, or any other lien held by the County of Oneida that is not a delinquent tax lien.
- (i) Tax liens of one or more taxing districts in the county pursuant to intermunicipal agreement for the disposition of tax liens on tax foreclosed properties, as long as said items are submitted to the Commissioner of Finance in writing within thirty (30) days from the date after the Board of Legislators accepts the sale of tax-foreclosed property, or at the discretion of the Commissioner of Finance if time permits thereafter as conditioned by the time constraint outlined in Section 3 paragraph 1 listed below.
- (j) At the discretion of the Commissioner of Finance, outstanding municipal charges and/or liens (including but not limited to unpaid code violations) including municipal charges and/or liens from taxing districts under intermunicipal agreement for the disposition of tax liens on foreclosed properties, whether said municipal charges, and/or liens originate from law, ordinance, resolution or statute, and also including municipal charges, tax liens, and/or other liens from other taxing districts, whether said municipal charges, tax liens, and/or other liens originate from law, ordinance, resolution or statute; but only after items (a) through (i) as listed above are first covered in-full, and then, only if said municipal charges and/or liens are submitted to the Commissioner of Finance for consideration in writing within thirty (30) days from the date after the Board of Legislators accepts the sale of tax-foreclosed property, or at the discretion of the Commissioner of Finance if time permits thereafter as conditioned by the time constraint outlined in Section 3 paragraph 1 listed below.

Charges shall be deemed a part of the delinquent tax for purposes of redemption and determination of surplus.

“Former homeowner” means a person or persons who lost title to and/or ownership of residential property due to a tax foreclosure.

“Public sale” means a sale resulting from a public auction conducted in accordance with the provisions of the Oneida County Tax Act and the Oneida County Board of Legislators.

“Surplus” means the net gain, if any, realized by the County of Oneida upon the sale of tax-foreclosed property, as determined herein. Where no such gain was realized, no surplus shall be attributable to that sale.

“Sale of Tax Foreclosed Property” for the purposes of this local law providing for the distribution of surplus shall mean: the date of acceptance of an offer or offers by the majority of the Board of Legislators at any regular or special session thereof.

Section 3. Determination of existence and amount of surplus.

- 1. (a) Within forty-five (45) days after the Board of Legislators accepts the sale of tax-foreclosed property, the Commissioner of Finance shall determine whether a surplus is attributable to such sale and if so, the amount thereof. Subject to the provisions of subdivision two of this Section 3, such determination shall be made by ascertaining the sum of the total amount of taxes due plus

interest, penalties and other charges as defined by Section 2 of this local law, and subtracting such sum from whichever of the following is applicable:

(i) where the sale was a public sale, the amount to be so subtracted shall be the amount paid for the property;

(ii) where the sale was not a public sale, the amount to be so subtracted shall be either (A) the full value of the property as shown on the most recent tax roll, (B) if available, an appraisal prepared by a licensed New York state appraiser that establishes the full value of the property as of the date of the transfer of title, or (C) the full value of the property as of the date of the transfer of title as determined by such other valuation method as the Commissioner of Finance reasonably determines will result in just compensation to the former owner and other parties whose interests were extinguished by the foreclosure.

(b) For purposes of this subdivision, where the Commissioner of Finance has been notified that the County of Oneida intends to retain tax-foreclosed property for a public use, the property shall be deemed to have been sold on the date that the Commissioner of Finance was so notified, and the Commissioner of Finance shall determine the existence and amount of a surplus relative to such property in the manner provided by subparagraph (ii) of paragraph (a) of this subdivision.

2. Notwithstanding the provisions of subdivision one of this Section 3, when the County of Oneida has sold or conveyed tax-foreclosed property to a land bank, a housing development agency or another public entity, and such sale or conveyance was not the result of a public sale, or when the County of Oneida has determined to retain tax-foreclosed property for a public use, no surplus shall be payable if all of the following conditions are satisfied:

(a) prior to such sale, conveyance or determination, the property had been offered for sale at two (2) separate public auctions conducted at least three (3) months apart from one another;

(b) both auctions had been conducted in compliance with the provisions established by the Oneida County Commissioner of Finance and the Oneida County Board of Legislators;

(c) the minimum acceptable bid at each auction had been set at an amount no greater than the sum of the taxes due plus interest, penalties and other charges; and

(d) no qualifying bids were received for the property at either auction.

3. (a) If the Commissioner of Finance determines that no surplus is attributable to the sale, the Commissioner of Finance shall submit a report to the court describing the circumstances of the sale, stating that no surplus was attributable to the sale and demonstrating how the Commissioner of Finance reached that conclusion.

(b) If the Commissioner of Finance determines that a surplus is attributable to the sale, the Commissioner of Finance shall submit a report to the court describing the circumstances of the sale, stating that a surplus was attributable to the sale, and demonstrating how the amount of the surplus was determined. Such surplus shall be paid to the court therewith. Within ten (10) business days of submitting such report, the Commissioner of Finance shall notify the former property owner that a surplus was attributable to the sale of such property, that such surplus has been paid into court, and that the court will notify the interested parties of the procedure to be followed in order to make a claim for a share of the surplus.

(c) Where the Commissioner of Finance's determination of surplus is based upon his/her estimate of the property's value, the Commissioner of Finance's report to the court shall set forth an explanation of how this estimate was made, including the evidence upon which it was based.

4. Upon approval by the court of the Commissioner of Finance's report, the County of Oneida shall have no further responsibilities in relation to the parcel or any surplus attributable thereto, except to the extent the court directs otherwise pursuant to Section 4 of this local law.

Section 4. Claims for surplus.

1. Any person who had any right, title, interest, claim, lien or equity of redemption in or upon a parcel immediately prior to the sale of tax foreclosed property through the acceptance of offer by a majority of the Board of Legislators at any regular or special session thereof, may file a claim with the court having jurisdiction for a share of any surplus resulting from the sale of such property. Such claims shall be administered and adjudicated, and such surplus shall be distributed, in the same manner as in an action to foreclose a mortgage pursuant to article thirteen of the Real Property Actions and Proceedings Law, subject to the provisions of this Section 4.
2. (a) Where the property was sold by a public sale, the amount paid for the property shall be accepted as the full value of the property. No party may maintain a claim for surplus or any other claim or action against the County of Oneida on the basis that the amount paid for the property did not fairly represent the property's value.

(b) Where the property was sold by other than a public sale, a claimant may make a motion, upon written notice to the Commissioner of Finance, for the surplus to be recalculated on the basis that the property's full value on the date of the sale was substantially higher than the value used to measure the surplus pursuant to subparagraph (ii) of paragraph (a) of subdivision one of Section 3 of this local law. If the court or its referee finds that a preponderance of the evidence supports the claimant's position, the court may direct the Commissioner of Finance to recalculate the surplus based upon the property's value as determined by the court or referee. The court may further direct the Commissioner of Finance to pay the difference into court to be distributed as required by this Section 4.
3. Where the court has appointed a referee to preside over the proceedings pursuant to subdivision two of section thirteen hundred sixty-one of the Real Property Actions and Proceedings Law, it shall not be necessary for such referee to make a report of such proceedings; nor shall it be necessary for the court to confirm by order or otherwise such proceedings.
4. In the case of residential property, if at the time of the confirmation of the report of sale, no former homeowner has filed a claim for surplus, and there are surplus proceeds that remain to be distributed, the proceeding shall remain open for at least three (3) years from the confirmation of the report of sale, or for such longer period as the court may direct. If a former homeowner should file a claim for surplus during such period, the court shall proceed as if it had been timely filed.
5. At the conclusion of such proceedings, any surplus funds that have not been claimed shall be deemed abandoned but shall be paid to the County of Oneida, not to the state comptroller, and shall be used by the County of Oneida to reduce its tax levy.
6. To the extent the provisions of article thirteen of the Real Property Actions and Proceedings Law are inconsistent with the provisions of this local law, the provisions of this local law shall govern.

Section 5. Administration of Surplus in Connection with Tax Lien Sales.

The distribution of surplus from the sale of tax delinquent property by the Oneida County Board of Legislators shall be administered in the manner described in this local law.

Section 6. Effect on Prior Legislation.

The Oneida County Tax Act, Chapter 559 of the Laws of 1902, as amended, and any additional local law or resolution regarding the sale of tax delinquent property by Oneida County shall remain in full force and effect, as supplemented by the provisions contained herein.

Section 7. Partial Invalidity

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

Section 8. Effective Date.

This local law shall take effect immediately and shall be filed consistent with the provisions of the New York State Municipal Home Rule Law.



ANTHONY R. CARVELLI
COMMISSIONER



**ONEIDA COUNTY
DEPARTMENT OF FINANCE**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

May 24, 2024

FN 20 2-1-275

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Dear County Executive Picente:

On Saturday, May 18, 2024, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest offers received. We began this process with 510 properties, and collection efforts resulted in payments totaling \$1,687,830.37 in delinquent taxes.

We recommend full Board consideration of the attached bids for approval at the June 12, 2024, meeting and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

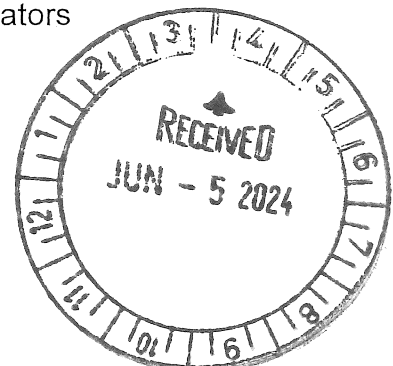
Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 6-5-24

AC/cbs

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators
Amanda Cortese-Kolasz, County Attorney
Mikale Billard, Clerk of the Board



May 18, 2024 Auction

OWNERS NAME	SWIS	TAX MAP NUMBER	CD	TOWN	PROPERTY LOCATION	BIDDER	TAXES OWED	Bid Amt
CITY OF UTTICA	301600	318.66-3-25	SI	UTTICA	229 EAGLE ST	Manuel Rivera	\$1,988.10	13,600.00
CITY OF UTTICA	301600	318.74-4-42.1	SN	UTTICA	JOHNSON SQ	JCTOD Outreach Inc dba Johnson Park Center	\$238.14	2,550.00
CITY OF UTTICA	301600	319.9-2-1	MQ	UTTICA	MOHAWK ST	Broad Point LLC	\$679.21	38,000.00
CITY OF UTTICA	301600	319.9-2-2.1	OF	UTTICA	BROAD ST	Broad Point LLC	\$1,419.01	17,200.00
ALUI TAIR	301600	330.26-2-4	LU	UTTICA	1506 DUDLEY AVE	Byars Dream Space Properties LLC	\$4,121.78	50,000.00
CAMPBELL, JEANETTE (GAUT)	302289	362.003-1-38	SR	AUGUSTA	2514 NORTH RD E	Michael Lituchy	\$10,091.72	20,100.00
WALTON JOSEPH H	302601	33.006-3-23	MU	BOONVILLE/ V BOONVILLE	114 FIRST ST	80K Garage LLC	\$4,107.55	22,200.00
ROCKY'S RECREATION AREA,	302689	47.000-1-21.2	OC	BOONVILLE	12255 POTATO HILL RD	Michael Kinney	\$21,961.27	95,100.00
MAHL KARAL	303089	125.000-1-17.6	TI	CAMDEN	10076 PENFIELD RD	Jessica Skowron	\$9,753.75	28,900.00
BALLISTER WILSON	303600	226.003-1-2.1	KB	FLOYD	CAMRODEN RD WS	Hollywood Drive Realty LLC	\$3,592.85	8,100.00
DIEGMAN ROBERT	303600	244.004-2-4	LR	FLOYD	6985 STEARNS RD	Pablo Balarezo	\$8,778.73	10,200.00
HALL DAVID A	304200	169.000-1-10	IO	LEE	5009 LEE CENTER TABERG RD	Robert Stayton	\$14,401.48	8,200.00
FERRY BERNARD	304889	328.020-1-51	OK	NEW HARTFORD	PARKVIEW AVE	Andrew Wasialewski	\$1,498.38	1,550.00
CASTLE ESTATES INC	304889	339.015-1-21	QW	NEW HARTFORD	COURT KNOLLE	Camilo Deleon	\$1,782.51	10,700.00
CASTLE ESTATES INC	304889	339.015-1-24	TB	NEW HARTFORD	COURT KNOLLE	Camilo Deleon	\$1,845.62	9,600.00
STINEBRICKNER MICHAEL J	306200	297.017-1-43	RF	VERONA	5299 BROAD ST	G.G.B. Tree Legacy LLC/Duchane Boyd	\$21,815.02	14,000.00
BONANZA CORINNE	306489	236.007-2-8	UA	VIENNA	NYS RTE 13	Gray Property Services Incorporated	\$723.64	4,150.00
MCNAMARA TIFFANY	306600	155.006-1-64	OC	WESTERN	MULLEN HILL RD	Robert Stayton	\$5,922.00	6,500.00
FERRY BERNARD M	307089	305.017-4-26	UC	WHITESTOWN	LIMEKILN RD	Suzanne Wajda	\$6,382.89	15,000.00