

Jeannie P. Ventre  
Town Clerk  
Town of Salina  
201 School Road  
Liverpool, N.Y. 13088  
457-2710  
[www.salina.ny.us](http://www.salina.ny.us)

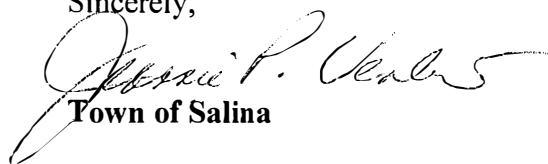
September 15, 2020

State Records and Law Bureau  
Department of State  
99 Washington Ave.  
Albany, New York 12231  
**RE: Local Law No. 8 of the year 2020**

To whom it may concern:

Enclosed for filing in your office is the original of Local Law No. 8 of the year 2020, which was adopted by the Salina Town Board on September 14, 2020 at regularly scheduled town board meeting. Please provide me with a written receipt indicating that the Local Law was filed with your office. Thank you for your assistance and if you should have any questions, please do not hesitate to contact me.

Sincerely,



**Town of Salina**

Jeannie P. Ventre  
Town Clerk

Enc.

**LOCAL LAW 2020-8, A LOCAL LAW ENACTING A  
VACANT PROPERTY AND FORECLOSURE REGISTRY:**

**Be it enacted by the Town Board of the Town of Salina, Onondaga County,  
New York as follows:**

SECTION 1. This local law shall enact Chapter 182 of the Town of Salina Code as follows:

Section 1. PURPOSE AND INTENT.

It is the purpose and intent of the Town Board to establish a process to address the deterioration, crime, and decline in value of Town neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Town, and to identify, regulate, limit and reduce the number of these properties located within the Town. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Town Board's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Section 2. DEFINITIONS.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

**DEFAULT** shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

**ENFORCEMENT OFFICER** shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the Town to enforce the applicable code(s).

**EVIDENCE OF VACANCY** shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

**FORECLOSURE OR FORECLOSURE ACTION** shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

**MORTGAGEE** shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

**OWNER** shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

**PROPERTY MANAGER** shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

**REAL PROPERTY** shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Town limits.

**REGISTRABLE PROPERTY** shall mean:

(a) Any Real Property located in the Town, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed; or

(b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

**REGISTRY** shall mean a web-based electronic database of searchable Real Property records, used by the Town to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

**SEMI-ANNUAL REGISTRATION** shall mean six (6) months from the date of the first action that requires registration, as determined by the Town, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

**TOWN** shall mean the Town of Salina.

**UTILITIES AND SERVICES** shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Town codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

**VACANT** shall mean any parcel of land in the Town that contains any building or structure that is not lawfully occupied, except it shall not mean houses that are listed for sale by the owner for less than twelve (12) months or rental property that has been vacant for less than two (2) months.

### Section 3. APPLICABILITY AND JURISDICTION

This Chapter applies to Foreclosing, Foreclosed, and Vacant property within the Town.

### Section 4. ESTABLISHMENT OF A REGISTRY

The Town, or its designee, shall establish a registry cataloging each Registrable Property within the Town, containing the information required by this Chapter.

### Section 5. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

(a) Any Mortgagee who holds a mortgage on Real Property located within the Town shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.

(b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.

(c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the Town Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under a Foreclosure Action. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.

(d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.

(e) At the time of initial registration each registrant shall pay a non-refundable Annual Registration fee as set forth annually by resolution of the Town Board. Subsequent non-refundable Annual renewal registrations of properties and fees in the amount as set forth by resolution of the Town Board within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Town's Department dedicated to the cost of implementation and enforcement of this Local Law, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.

(f) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date shall have thirty (30) days to renew the registration and pay the non-refundable Annual Registration fee as set forth by resolution of the Town Board. Properties registered less than twelve (12) months prior to the Effective Date shall renew the registration every twelve (12) months from the expiration of the original registration renewal

date and shall pay the non-refundable Annual Registration Fee as set forth by resolution of the Town Board.

(g) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

(h) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.

(i) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

(j) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

(k) Properties subject to this section shall remain subject to the Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.

(l) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Town.

(m) If any property is in violation of this Chapter the Town may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

(n) Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State Statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

## Section 6. INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE

(a) Any Owner of Vacant property located within the Town shall within ten (10) days after the property becomes Vacant, register the Real Property with the Town Registry.

(b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.

(c) At the time of initial registration each registrant shall pay a non-refundable Annual Registration as determined annually by resolution of the Town Board. Subsequent non-refundable Annual renewal registrations of Vacant properties and fees in the amount set by resolution of the Town Board are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Town's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter.

(d) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date shall have thirty (30) days to renew the registration and pay the non-refundable Annual Registration fee as set forth by resolution of the Town Board. Properties registered less than twelve (12) months prior to the Effective Date shall renew the registration every twelve (12) months from the expiration of the original registration renewal date and shall pay the Annual Registration fee as set forth by resolution of the Town Board.

(e) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.

(f) If the Vacant property is not registered, or either the registration fee or the Annual Registration fee is not paid within thirty (30) days of when the registration or Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

(g) Properties subject to this section shall remain subject to the Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.

(h) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Town.

(i) If any property is in violation of this Chapter the Town may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

(j) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

## Section 7. MAINTENANCE REQUIREMENTS

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Town. Pursuant to a finding and determination by a Town officer, governing body or court of competent jurisdiction, the Town may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the Town.

## Section 8. SECURITY REQUIREMENTS

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the Town.

(e) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the Town Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY \_\_\_\_\_.  
AND IS INSPECTED ON A REGULAR BASIS \_\_\_\_\_.  
THE PROPERTY MANAGER CAN BE CONTACTED \_\_\_\_\_.  
BY TELEPHONE AT \_\_\_\_\_.  
OR BY EMAIL AT \_\_\_\_\_.

(f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

(g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the Town. The Town may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

#### Section 9. PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Town from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

#### Section 10. PUBLIC NUISANCE

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Town.

#### Section 11. ADDITIONAL AUTHORITY

(a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before Town Board or a court of competent jurisdiction as soon as possible to address the conditions of the property. Nothing herein shall limit the Town from abating any nuisance or unsafe condition by any other legal means available to it.

(b) The code enforcement officer, Town Board or court of competent jurisdiction shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional



maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

(c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Town Board or court of competent jurisdiction may direct the Town to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.

(d) If the Mortgagee or Owner does not reimburse the Town for the cost of temporarily securing the property, or of any abatement directed by the code enforcement officer, Town Board or a court of competent jurisdiction, within thirty (30) days of the Town sending the Mortgagee or Owner the invoice then the Town may lien the property with such cost, along with an administrative fee as determined in the Town's fee ordinance to recover the administrative personnel services. In addition to filing a lien the Town may pursue financial penalties against the Mortgagee or Owner.

(e) The Town may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Town contract with for that purpose.

#### Section 12. OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

#### Section 13. IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the Town to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

#### Section 14. PENALTIES

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

#### Section 15. AMENDMENTS

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Town Board.

#### Section 16. SEVERABILITY

It is hereby declared to be the intention of the Town that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

#### Section 17. REPEALER

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

Section 18. CODIFICATION

It is the intention of the Town Board, that the provisions of this Local Law shall become and be made a part of the TOWN OF SALINA Code; and that the sections of this Local Law may be renumbered or re-lettered to accomplish such intention, and the word "Local Law" may be changed to "section", "chapter", or such other appropriate word or phrase in order to accomplish such intentions.

Section 19. EFFECTIVE DATE

Section 2.

This Local Law shall take effect upon the filing thereof with the Secretary of State of the State of New York.

**NOW, THEREFORE, BE IT**

**RESOLVED, that the Town Board hereby adopts local law 2020-8 as set forth herein; and be it further**

**RESOLVED, that the Town Clerk is directed for file this local law with the Secretary of State within twenty days of its approval.**

CERTIFICATION BY TOWN CLERK OF FINAL  
ADOPTION BY LOCAL LEGISLATIVE BODY

I hereby certify that the local law annexed hereto, designated as Local Law No. 8 of the Year 2020 of the Town of Salina was duly passed by the Town Board on September 14, 2020 in accordance with the applicable provisions of law.

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated herein above.

  
Town Clerk Jeannie P. Ventre

Date: September 14, 2020

(Seal)