

RESOLUTION NO. 2015251

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION
AND A PERMANENT EASEMENT FROM JASON AIELLO
AND LINDSAY AIELLO, IN CONNECTION WITH THE PROJECT
KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE ROELIFF-
JANSEN KILL, IN THE TOWN OF MILAN

Legislators HUTCHINGS, PULVER, SAGLIANO, and WEISS offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of Bridge M-7, County Route 51, in the Town of Milan, which project includes the acquisition in Fee of a 208+/- square foot parcel as shown on Map 4, Parcel 8, and, the acquisition of a Permanent Easement to a 819+/- square foot parcel as shown on Map 4, Parcel 9, Parcel Identification Number 133600-6573-00-939310-0000, to facilitate the construction, reconstruction and continued maintenance of Bridge M-7 on County Route 51 (Academy Hill Road) over the Roeliff-Jansen Kill in the Town of Milan; and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the Department of Public Works has made a determination that in order to maintain said bridge, it is necessary to acquire a portion of real property which is located at 941 Academy Hill Road in the Town of Milan, presently owned by Jason Aiello and Lindsay Aiello, and

WHEREAS, the purchase price to acquire in Fee the 208+/- square foot parcel as shown on Map 4, Parcel 8, is \$100.00, and, the purchase price to acquire a Permanent Easement to the 819+/- square foot parcel as shown on Map 4, Parcel 9, is \$400.00 to Jason and Lindsay Aiello, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owners is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the fee acquisition and permanent easement, be purchased for the sum of \$500.00, plus an authorization to spend up to \$1,000.00 in related expenses; NOW, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of

the property described in the aforesaid Agreements in the Town of Milan, will not have a significant effect on the environment, and be it further

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of a deed for the fee acquisition and Permanent Easement to the aforementioned lands, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the County shall pay the necessary associated fees for the conveyances and record said deed and Permanent Easement.

CA-165-15
CAB/sjm/R-0952-B
10/07/15
Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of November 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of November 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS *(To be completed by requesting department)*

Total Current Year Cost \$ 1,500

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ 1,000

Nature/Reason:

Anticipated expenses related to Mortgage Releases, Filing Fees, Property Taxes and other closing costs.

Anticipated Savings to County: _____

Net County Cost (this year): \$1,500
Over Five Years: _____

Additional Comments/Explanation:

Project: Bridge M-7, County Route 51 (Academy Hill Road), Bridge Replacement Over the Roeliff-Jansen Kill, Town of Milan, Dutchess County, New York

This fiscal impact statement pertains to the accompanying resolution request to acquire in Fee, a 208+/- square foot parcel as shown on (Map 4, Parcel 8) with the purchase price of \$100.00 and authorization to acquire a Permanent Easement to a 819+/- square foot parcel as shown on (Map 4, Parcel 9) with the purchase price of \$300.00 along with the Land Improvement compensation amount of \$100.00 from Jason and Lindsay Aiello.

Related expenses in the amount of \$1,000 are included in the Total Current Year Cost.

Prepared by: Matthew W. Davis

2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Dutchess Co. Bridge M-7 Academy Hill Rd - CR 51 Bridge Replacement over the Roeliff Jansen Kill
PIN: n/a Map No.: 04 Parcels: 8 & 9

This Agreement by and between JASON AIELLO and LINDSAY AIELLO hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- all right title and interest* to 208± square feet (136± square feet under water) of real property
- a permanent easement* to 819± square feet (187± square feet under water) of real property
- a temporary easement* to ± square feet of real property

Located at was part of 11 Old Jackson Corners Road, Town of Milan, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated November 14, 2014, and recorded November 18, 2014 in Instrument # 2014-7144 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. was part of 6573-00-996452), and being the same lands designated as parcels 8 & 9 on Exhibit "A", attached hereto.

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: trees and brush.
- 3. PURCHASE PRICE. The total purchase price is FIVE HUNDRED AND 00/100 DOLLARS (\$500.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
- 4. PAYMENT. All by check at closing.
- 5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
- 6. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for years.
- 7. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
 - A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above.

- B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map: Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
- 8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing.
- 9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
- 10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- 11. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
- 12. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
- 13. ADDENDA. The following Addenda are incorporated into this agreement:
 Cost to Cure Other _____

IN WITNESS WHEREOF, on this 29th day of July, 2015, the parties have entered into this Agreement.

Witness: [Signature]

[Signature]
 Jason Aiello
 Date: 7/29, 2015

Witness: [Signature]

[Signature]
 Lindsay Aiello
 Date: 7-29, 2015

COUNTY OF DUTCHESS

Witness: _____

By: _____
 Print Name:
 Title:

COUNTY ROAD 51 - ACADEMY HILL ROAD
BRIDGE REPLACEMENT
OVER THE ROELIFF JANSEN KILL

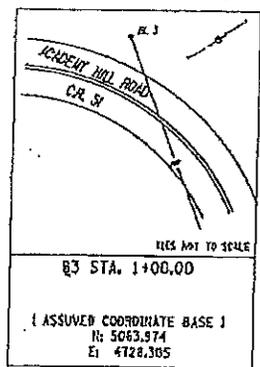
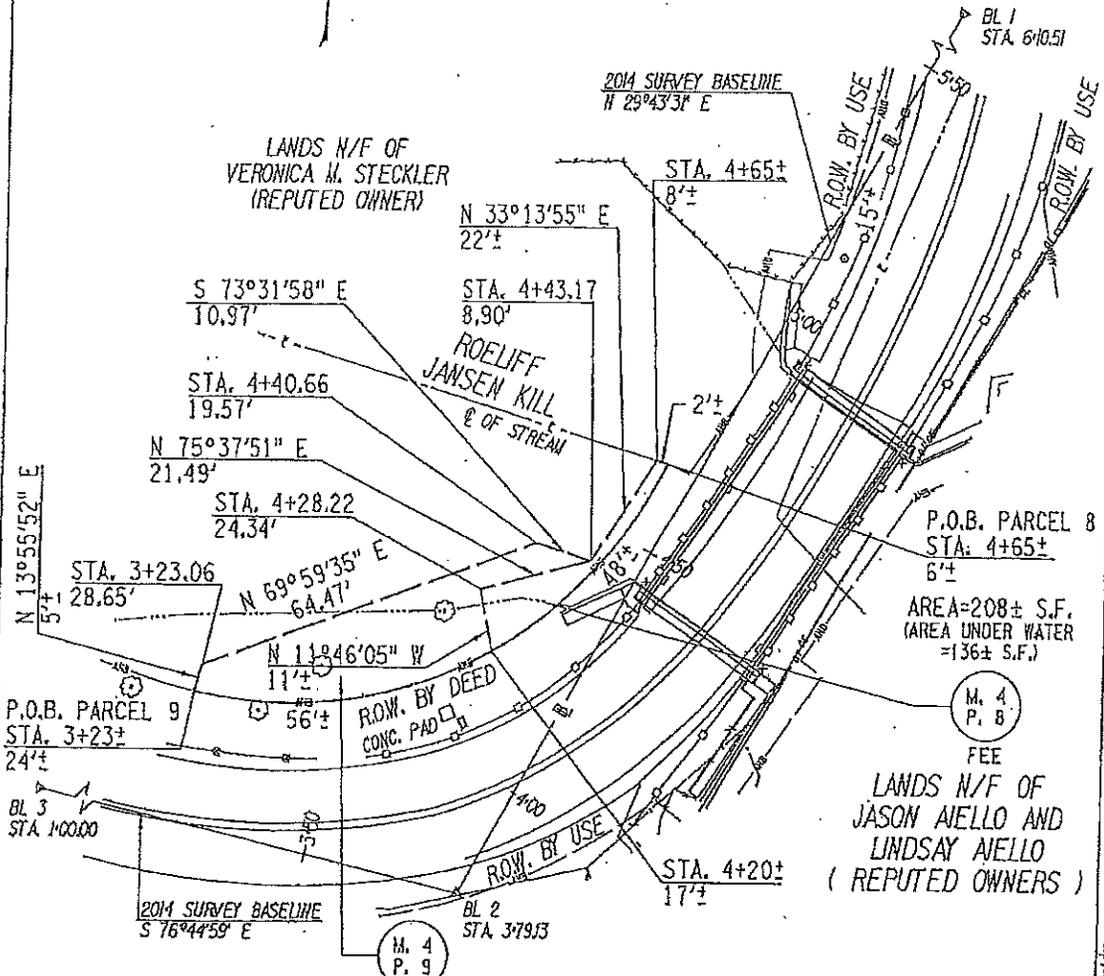
DUTCHESS COUNTY
ACQUISITION MAP

MAP NO. 4
PARCEL NOS. 8 & 9
SHEET 1 OF 2 SHEETS

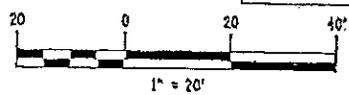
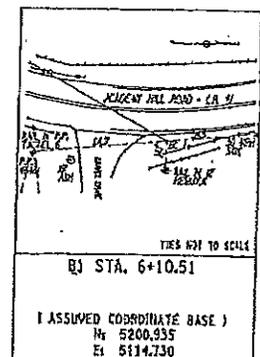
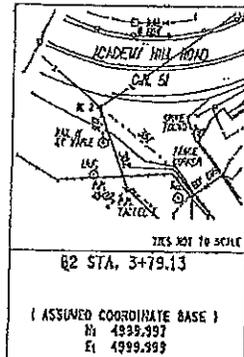
Parcel Location Points:
Parcel No. 8
N: 5077.5646
E: 5037.9295
Parcel No. 9
N: 5035.9111
E: 4950.7969

LANDS N/F OF
JASON AIELLO AND
LINDSAY AIELLO
(REPUTED OWNERS)
CC: DOC. NO. 02-2014-7144

PARCEL SUMMARY:
Type: FEE & PERMANENT EASEMENT
Portion of 2013 Tax Map
Ref. No. 133600-6573-00-939310
Town of Milan
County of Dutchess
State of New York



P.E.
AREA=819 ± S.F.
(AREA UNDER WATER =187± S.F.)
LANDS N/F OF
JASON AIELLO AND
LINDSAY AIELLO
(REPUTED OWNERS)



All that piece or parcel of property hereinafter designated as Parcel No. 8, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northwesterly boundary line (by deed) of Academy Hill Road - County Road No. 51 at its intersection with the division line between lands of Veronica M. Steckler (reputed owner) on the north and lands of Jason Aiello and Lindsey Aiello (reputed owners) on the south; said point being 61 feet distant northwesterly measured at right angles from Station 4+65.1 of the hereinafter described survey baseline for Academy Hill Road - County Road No. 51 bridge replacement over the Roeliff Jansen Kill; thence southwesterly along said northwesterly boundary line (by deed) of Academy Hill Road 481 feet to a point 171 feet distant northwesterly measured at right angles from Station 4+201 of said baseline; thence through the lands now or formerly of Jason Aiello and Lindsey Aiello (reputed owners) the following three (3) courses and distances: 1) N 11°46'05" W, 111 feet to a point 24.34 feet distant northwesterly measured at right angles from Station 4+28.22 of said baseline; 2) N 75°37'51" E, 21.49 feet to a point 8.90 feet distant northwesterly measured at right angles from Station 4+43.17 of said baseline; and 3) N 33°13'55" E, 221 feet to a point on the division line between lands of Veronica M. Steckler (reputed owner) on the north and lands of Jason Aiello and Lindsey Aiello (reputed owners) on the south; said point being 81 feet distant northwesterly measured at right angles from Station 4+65.1 of said baseline; thence southeasterly along said division line 21 feet to the point of beginning, being 208 square feet of land, more or less.

**ALSO
PERMANENT EASEMENT FOR WORK AREA AND GRADING**

All that piece or parcel of property hereinafter designated as Parcel No. 9, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

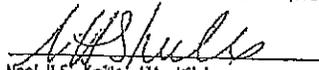
Beginning at a point on the northerly boundary line (by deed) of Academy Hill Road - County Road No. 51 said point being 241 feet distant northerly measured at right angles from Station 3+231 of the hereinafter described survey baseline for Academy Hill Road - County Road No. 51 bridge replacement over the Roeliff Jansen Kill; thence through the lands now or formerly of Jason Aiello and Lindsey Aiello (reputed owners) the following five (5) courses and distances: 1) N 13°55'52" E, 51 feet to a point 28.65 feet distant northerly measured at right angles from Station 3+23.06 of said baseline; 2) N 69°59'35" E, 64.47 feet to a point 19.97 feet distant northwesterly measured at right angles from Station 4+40.66 of said baseline; 3) S 13°31'58" E, 10.97 feet to a point 8.90 feet distant northwesterly measured at right angles from Station 4+43.17 of said baseline; 4) S 76°37'51" W, 21.49 feet to a point 24.34 feet distant northwesterly measured at right angles from Station 4+28.22 of said baseline; and 5) S 11°46'05" E, 111 feet to a point on the first mentioned northerly boundary line of Academy Hill Road - County Road No. 51, said point being 171 feet distant northwesterly measured at right angles from Station 4+201 of said baseline; thence westerly along said northerly boundary line (by deed) of Academy Hill Road 561 feet to the point of beginning, being 819 square feet of land, more or less.

The above mentioned survey baseline is a portion of the 2014 survey baseline for the Academy Hill Road - County Road No. 51 bridge replacement over the Roeliff Jansen Kill and is described as follows:

Beginning at Station 1+00.00; thence South 76°44'59" East to Station 3+79.13; thence North 29°43'31" East to Station 6+10.51.

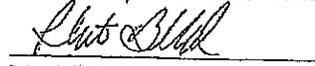
I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date 4-7 2015


Noel H. S. Knite, AIA, ASLA
Commissioner of Public Works

Recommended by

Date April 6 2015

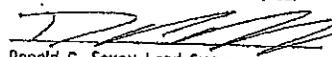

Robert H. Barkind, P.E.
Deputy Commissioner of Public Works



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYS DOT policies, standards and procedures.

Date March 12 2015
CREIGHTON MANNING ENGINEERING, LLP


Donald G. Sovey Land Surveyor
P.L.S., License No. 050078

FILE NAME: P:\14-100-000\14-100-000-012-15 Academy Hill Rd. Bridge Replacement\Map.doc

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

McKinney's Consolidated Laws of New York Annotated
Environmental Conservation Law (Refs & Annos)
Chapter 43-B. Of the Consolidated Laws (Refs & Annos)
Article 8. Environmental Quality Review (Refs & Annos)

McKinney's ECL § 8-0105

§ 8-0105. Definitions

Currentness

Unless the context otherwise requires, the definitions in this section shall govern the construction of the following terms as used in this article:

1. "State agency" means any state department, agency, board, public benefit corporation, public authority or commission.
2. "Local agency" means any local agency, board, district, commission or governing body, including any city, county, and other political subdivision of the state.
3. "Agency" means any state or local agency.
4. "Actions" include:
 - (i) projects or activities directly undertaken by any agency; or projects or activities supported in whole or part through contracts, grants, subsidies, loans, or other forms of funding assistance from one or more agencies; or projects or activities involving the issuance to a person of a lease, permit, license, certificate or other entitlement for use or permission to act by one or more agencies;
 - (ii) policy, regulations, and procedure-making.
5. "Actions" do not include:
 - (i) enforcement proceedings or the exercise of prosecutorial discretion in determining whether or not to institute such proceedings;
 - (ii) official acts of a ministerial nature, involving no exercise of discretion;
 - (iii) maintenance or repair involving no substantial changes in existing structure or facility.

6. "Environment" means the physical conditions which will be affected by a proposed action, including land, air, water, minerals, flora, fauna, noise, objects of historic or aesthetic significance, existing patterns of population concentration, distribution, or growth, and existing community or neighborhood character.

7. "Environmental impact statement" means a detailed statement setting forth the matters specified in section 8-0109 of this article. It includes any comments on a draft environmental statement which are received pursuant to section 8-0109 of this article, and the agency's response to such comments, to the extent that such comments raise issues not adequately resolved in the draft environmental statement.

8. "Draft environmental impact statement" means a preliminary statement prepared pursuant to section 8-0109 of this article.

Credits

(Added L.1975, c. 612, § 1. Amended L.1976, c. 228, § 1; L.1977, c. 252, § 2.)

McKinney's E. C. L. § 8-0105, NY ENVIR CONSER § 8-0105

Current through L.2015, chapters 1 to 361.