

RESOLUTION NO. 2016013

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION  
AND A PERMANENT EASEMENT FROM SUSAN K.  
HUYSER AND MATTHEW B. KOBALKIN, IN  
CONNECTION WITH THE PROJECT KNOWN  
AS REHABILITATION OF BRIDGE RH-25, COUNTY  
ROUTE 78 (BROADWAY) OVER STONY CREEK,  
IN THE VILLAGE OF TIVOLI

Legislators PULVER, MICCIO, BOLNER, STRAWINSKI, SAGLIANO,  
and THOMES offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of Bridge RH-25, County Route 78 (Broadway) over the Stony Creek, in the Village of Tivoli, which project includes the acquisition in Fee of a 843+/- square foot parcel as shown on Map 1, Parcel 1, and, the acquisition of a Permanent Easement to a 269+/- square foot parcel as shown on Map 4, Parcel 4, Parcel Identification Number 134803-6175-19-578025-0000, to facilitate the construction, reconstruction and continued maintenance of Bridge RH-25 on County Route 78 (Broadway) over Stony Creek in the Village of Tivoli; 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 County Route 78 (Broadway), in the Village of Tivoli, presently owned by Susan K. Huyser and Matthew B. Kobalkin, and

WHEREAS, the total purchase price to acquire in Fee the 843+/- square foot parcel as shown on Map 1, Parcel 1, is \$2,060.00, and, the purchase price to acquire a Permanent Easement to the 269+/- square foot parcel as shown on Map 4, Parcel 4, is \$440.00, to Susan K. Huyser and Matthew B. Kobalkin, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owner 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 \$2,500.00, 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 Agreement in the Village of Tivoli, 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 payment be made to the property owner in the sum of \$2,500.00 for the fee acquisition and Permanent Easement. In addition, the County is authorized to spend up to \$1,000.00 in related expenses and necessary filing fees for such conveyances.

CA-008-16

CAB/sjm/R-0951-E

12/30/15

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 25th day of January 2016, 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 25th day of January 2016.

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 \$ 3,500

Total Current Year Revenue \$ 3,325  
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 Savings to County: \$3,325

Net County Cost (this year): \$175  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

PIN 8757.26: Rehabilitation of Bridge RH-25 (BIN 1047720), CR 78 (Broadway) Over Stony Creek, Village of Tivoli Dutchess County.

This Fiscal Impact Statement pertains to the Resolution Request for authorization to acquire in Fee a 843+/- Square Foot parcel as shown on (Map 1, Parcel 1) with the purchase price of \$1,560.00 and authorization to acquire a Permanent Easement to a 269+/- Square Foot parcel as shown on (Map 4, Parcel 4) with the purchase price of \$440.00 along with the Land Improvement compensation amount of \$500.00 from Susan K. Huyser and Matthew B. Kobalkin.

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

Prepared by: Matthew W. Davis

Prepared On: 12/18/15

**AGREEMENT TO PURCHASE REAL PROPERTY**

Project: CR 78 (Broadway) over the Stony Creek (BIN 1047720), County Bridge RH-25 PIN: 8757.26  
Map.Nos.: 01 & 04 Parcels: 1 & 4

This Agreement by and between SUSAN K. HUYSER and MATTHEW B. KOBALKIN 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 843± square feet of real property*
- a permanent easement to 269± square feet of real property*
- a temporary easement to ± square feet of real property*

Located at 35 Broadway, Village of Tivoli, Town of Red Hook, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain Bargain and Sale Deed dated July 26, 2006 and recorded August 15, 2006 in Instrument # 02 20066572 in the Office of the County Clerk for Dutchess County, New York (Tax Map No. 6175-19-578025), and being the same lands designated as parcel 1 & 4 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: landscaping.
3. PURCHASE PRICE. The total purchase price is TWO THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00). 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
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

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 14<sup>th</sup> day of December, 2015, the parties have entered into this Agreement.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

  
Susan K. Huyser

  
Matthew B. Kobalkin

COUNTY OF DUTCHESS

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_\_

(RA)

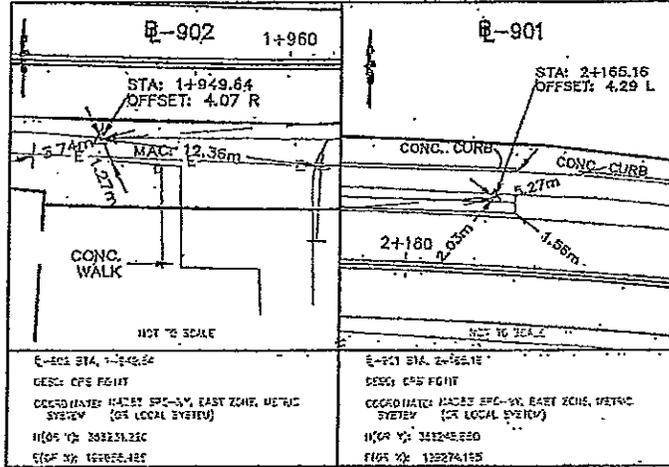


EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

CR 78 (BROADWAY) OVER STONY  
CREEK (BIN 1047720) COUNTY  
BRIDGE RH-25

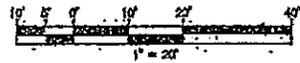
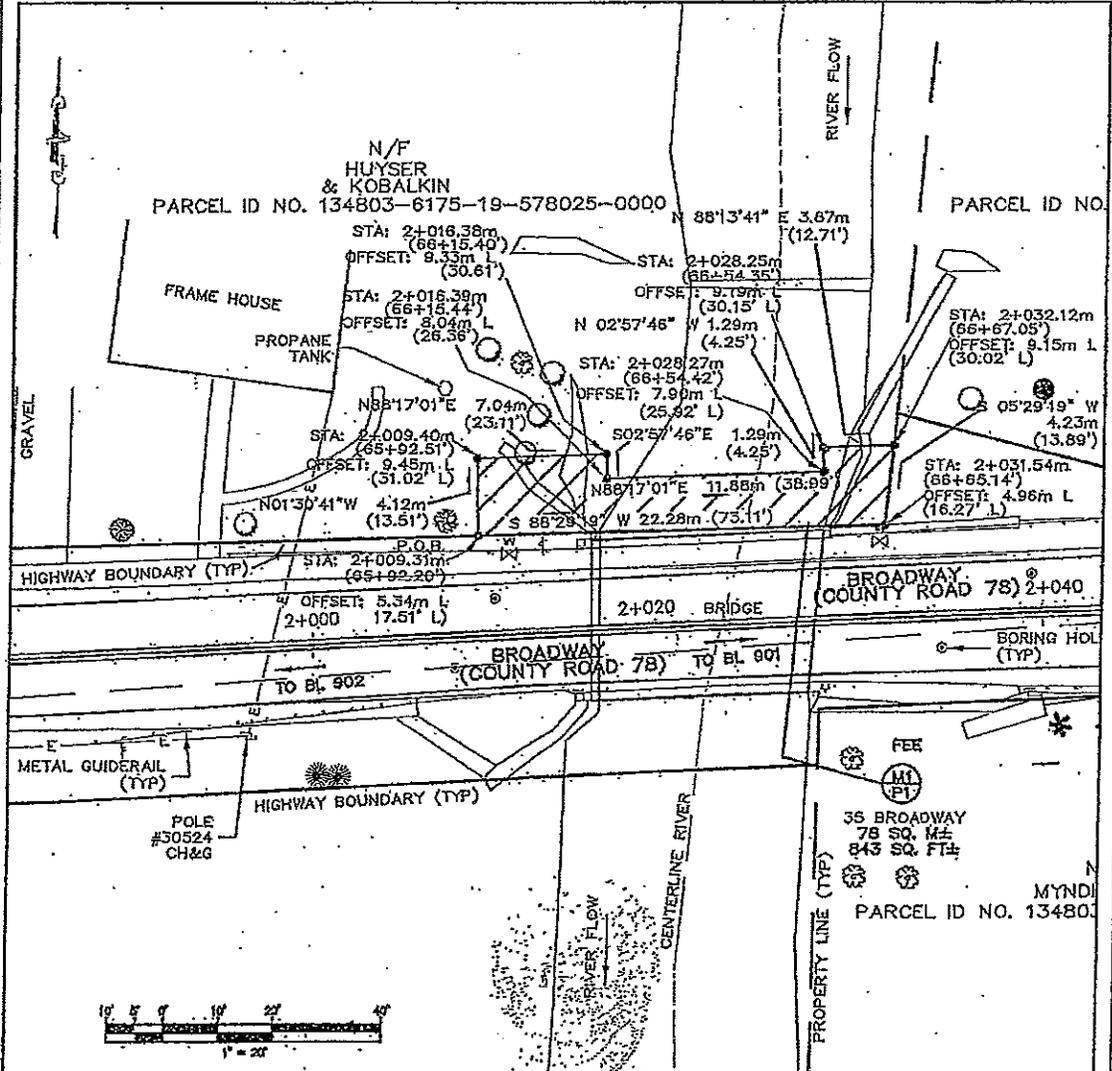
PIN 8757.26

MAP NO. 1  
PARCEL NO. 1  
SHEET 1 OF 2



ACQUISITION DESCRIPTION:  
Type: FEE  
Portion of Real Property Tax  
Parcel ID No. 134803-6175-19-578025-0000  
Village of Tivoli  
Town of Red Hook  
County of Dutchess  
State of New York

REPUTED OWNER(S):  
Susan K. Huyser  
Mathew B. Kobalkin  
35 Broadway  
Tivoli, NY 12583  
Document # 02-2006-6572



COPIES OF THIS MAP (SHEETS 1 & 2)  
ARE ON FILE AT THE OFFICES OF THE DUTCHESS  
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 1  
REVISED DATE 12/02/15  
DATE PREPARED 4/28/15

PREPARED BY DM CHECKED BY TBC FINAL CHECK BY JE



EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

CR 78 (BROADWAY) OVER STONY  
CREEK (BIN 1047720) COUNTY  
BRIDGE RH-25

PIN 8757.26

MAP NO. 1  
PARCEL NO. 1  
SHEET 2 OF 2

All that piece or parcel of property hereinafter designated as Map No. 1, Parcel No. 1, situate in the Village of Tivoli, Town of Red Hook, 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 of the existing Broadway, aka County Road 78, said point being 5.34 meters (17.51 feet) left, measured at right angles, from STA 2+009.31 meters of the centerline of Broadway, aka County Road 78; thence through the property of Huyser & Kobalkin (reputed owners) the following six (6) courses and distances: (1) N 1 degrees 30 minutes 41 seconds W 4.12 meters (13.51 feet) to a point 9.45 meters (31.02 feet) left, measured at right angles from STA 2+009.40 meters of the centerline of Broadway, aka County Road 78; (2) N 88 degrees 17 minutes 01 seconds E 7.04 meters (23.11 feet) to a point 9.33 meters (30.61 feet) left, measured at right angles from STA 2+016.38 meters of the centerline of Broadway, aka County Road 78; (3) S 02 degrees 57 minutes 46 seconds E 1.29 meters (4.25 feet) to a point 8.04 meters (26.36 feet) left, measured at right angles from STA 2+016.39 meters of the centerline of Broadway, aka County Road 78; (4) N 88 degrees 17 minutes 01 seconds E 11.88 meters (38.99 feet) to a point 7.90 meters (25.92 feet) left, measured at right angles from STA 2+028.27 meters of the centerline of Broadway, aka County Road 78; (5) N 02 degrees 57 minutes 46 seconds E 1.29 meters (4.25 feet) to a point 9.19 meters (30.15 feet) left, measured at right angles from STA 2+028.25 meters of the centerline of Broadway, aka County Road 78; and (6) N 88 degrees 13 minutes 41 seconds E 3.87 meters (12.71 feet) to a point 9.15 meters (30.02 feet) left, measured at right angles from STA 2+032.12 meters of the centerline of Broadway, aka County Road 78; thence S 05 degrees 29 minutes 19 seconds 4.23 meters (13.89 feet) to a point 4.96 meters (16.27 feet) left, measured at right angles from STA 2+031.54 meters of the centerline of Broadway, aka County Road 78; thence along the northerly boundary of the existing Broadway, aka County Road 78, S 88 degrees 29 minutes 19 seconds W 22.28 meters (73.11 feet) to the point and place of beginning; being 78 square meters (843 square feet) more or less of which 36 square meters (388 square feet) is under water.

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

Date 12-8 2015

*Handwritten signature of Noel H. S. Knille*

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

Recommended by:

Date 12/8 2015

*Handwritten signature of Robert H. Balkind*

Robert H. Balkind, 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 is an accurate description and map made from an accurate survey, prepared under my direction.

Date: July 30, 2015



*Handwritten signature of Terry Bergendorff Collins*  
Terry Bergendorff Collins, Land Surveyor  
P.L.S. License No. 49691  
Terry Bergendorff Collins Land Surveying  
52 Storr Ridge Road  
Brewster, NY 10509

MAP NUMBER 1  
REVISED DATE 12/02/15  
DATE PREPARED 4/28/15



EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

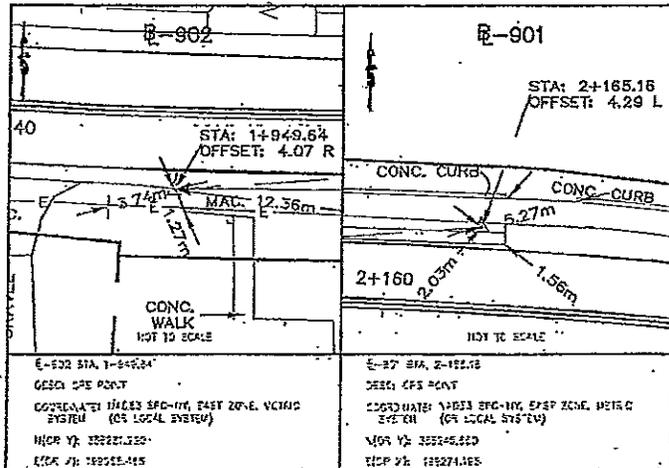
CR 78 (BROADWAY) OVER STONY  
CREEK (BIN 1047720) COUNTY  
BRIDGE RH-25

PIN B757.26

MAP NO. 4

PARCEL NO. 4

SHEET 1 OF 2



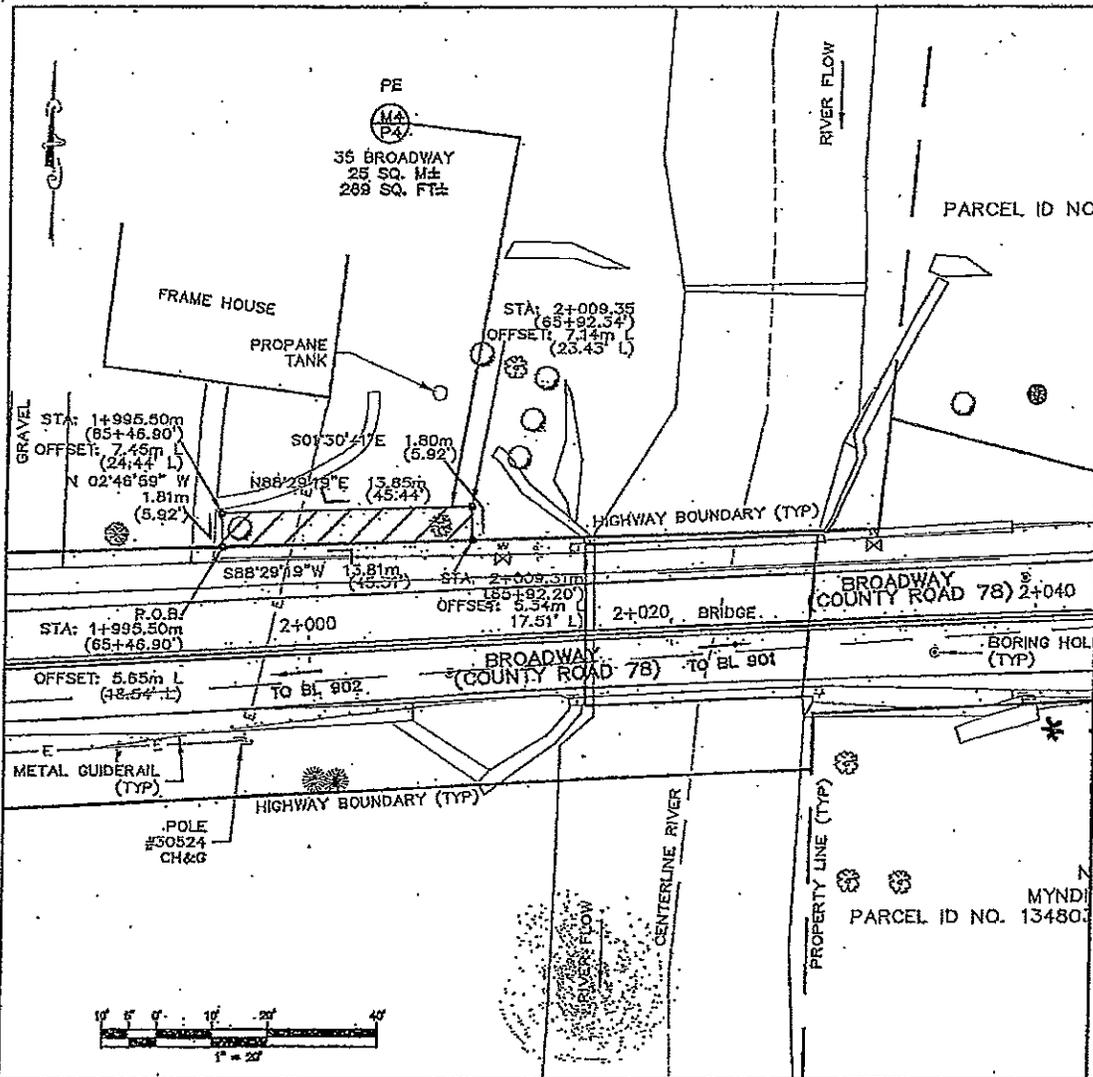
ACQUISITION DESCRIPTION:

Type: PE  
Portion of Real Property Tax  
Parcel ID No. 134803-6175-19-578025-0000

Village of Tivoli  
Town of Red Hook  
County of Dutchess  
State of New York

REPUTED OWNER(s):

Susan K. Huyser  
Mathew B. Kobolkin  
35 Broadway  
Tivoli, NY 12583  
Document #: 02-2006-6572



ORIGINAL OF THIS MAP (SHEETS 1 & 2)  
ARE ON FILE AT THE OFFICES OF THE DUTCHESS  
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 4  
REVISED DATE 12/02/15  
DATE PREPARED 5/20/15

PREPARED BY DW

CHECKED BY JEG

FINAL CHECK BY EF



EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

CR 78 (BROADWAY) OVER STONY  
CREEK (BIN 1047720) COUNTY  
BRIDGE RH-25

FIN 8757.28

MAP NO. 4  
PARCEL NO. 4  
SHEET 2 OF 2

Description for easement.

A permanent easement to be exercised in, on, and over the property above for the purpose of permanent access to the Northwest quadrant of local bridge RH-25 (BIN 1047720) for the purposes of completing the rehabilitation project, as well as future needs to maintain the structure and associated stream bank, in all that piece or parcel of property hereinafter designated as Map No. 4, Parcel No. 4, situated in the Village of Tivoli, Town of Red Hook, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

All that piece or parcel of property hereinafter designated as Map No. 4, Parcel No. 4, situate in the Village of Tivoli, Town of Red Hook, 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 of the existing Broadway, aka County Road 78, said point being 5.65 meters (18.54 feet) left, measured at right angles, from STA 1+995.50 meters of the centerline of Broadway, aka County Road 78; thence through the property of Huyser & Kobalkin (reputed owners) the following three (3) courses and distances: (1) N 2 degrees 46 minutes 59 seconds W 1.81 meters (5.92 feet) to a point 7.45 meters (24.44 feet) left, measured at right angles from STA 1+995.50 meters of the centerline of Broadway, aka County Road 78; (2) N 88 degrees 29 minutes 19 seconds E 13.85 meters (45.44 feet) to a point 7.14 meters (23.43 feet) left, measured at right angles from STA 2+009.35 meters of the centerline of Broadway, aka County Road 78; and (3) S 01 degrees 30 minutes 41 seconds E 1.80 meters (5.92 feet) to a point 5.34 meters (17.51 feet) left, measured at right angles from STA 2+009.31 meters of the centerline of Broadway, aka County Road 78; thence along the northerly boundary of the existing Broadway, aka County Road 78, S 88 degrees 29 minutes 19 seconds W 13.81 meters (45.31 feet) to the point and place of beginning; being 25 square meters (269 square feet) more or less.

RESERVING, however, to the owner of any right, title and interest in and to the property above delineated, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

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

Date 12-18 2015

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

Recommended by:

Date 12/18 2015

Robert H. Balkind, 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 is an accurate description and map made from an accurate survey, prepared under my direction.

Date: July 30, 2015



Terry Bergendorff Collins, Land Surveyor  
P.L.S. License No. 49691  
Terry Bergendorff Collins Land Surveying  
52 Starr Ridge Road  
Brewster, NY 10509

MAP NUMBER 4  
REVISED DATE 12/02/15  
DATE PREPARED 5/10/15

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 589.