

RESOLUTION NO. 2016030

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM KEITH SISCO & JEANINE COUTANT SISCO, IN CONNECTION WITH THE PROJECT KNOWN AS REPLACEMENT OF BRIDGES PP-2 AND PP-11, HOFFMAN ROAD OVER THE SHEKOMEKO CREEK, IN THE TOWN OF PINE PLAINS

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

WHEREAS, the Department of Public Works has proposed the improvement of Bridges PP-2 and PP-11, Hoffman Road over the Shekomeko Creek, in the Town of Pine Plains, which project includes the acquisition in Fee of a 6,016+/- square foot parcel as shown on Map 3, Parcel 1, Parcel Identification Number 134200-6872-00-350673-0000, to facilitate the construction, reconstruction and continued maintenance of Bridges PP-2 and PP-11 on Hoffman Road over Shekomeko Creek in the Town of Pine Plains; 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 Hoffman Road, in the Town of Pine Plains, presently owned by Keith Sisco and Jeanine Coutant Sisco, and

WHEREAS, the total purchase price to acquire in Fee the 6,016+/- square foot parcel as shown on Map 3, Parcel 1, is \$2,900.00, 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 for the sum of \$2,900.00, 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 Town of Pine Plains, 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 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 \$2,900.00 for the fee acquisition. In addition, the County is authorized to spend up to \$1,000.00 in related expenses and necessary filing fees for such conveyance.

CA-015-16

CAB/kvh/R-0956-D

01/12/16

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 8th day of February 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 8th day of February 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 \$ 3,900

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 Savings to County: _____

Net County Cost (this year): \$3,900
Over Five Years: _____

Additional Comments/Explanation:

Replacement of Bridges PP-2 and PP-11, Hoffman Road Over Shekomeko Creek, Town of Pine Plains, Dutchess County

This Fiscal Impact Statement pertains to the accompanying resolution request for authorization to acquire in Fee a 6,016 +/- Square Foot parcel as shown on (Map 3, Parcel 1) with the purchase price of \$2,900.00, from Keith Sisco and Jeanine Coutant Sisco.

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

Prepared by: Matthew W. Davis

Prepared On: 1/6/16

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY

Project: Dutchess Co. Bridge PP-2 -- Hoffman Road over Shekomeko Creek PIN: n/a Map No.: 03 Parcel No.: 1

This Advance Payment Agreement by and between KEITH SISCO and JEANINE COUTANT SISCO hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as "Buyer", pertains to that real property interest ("real property interest") to be required for public right of way purposes only.

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

All right, title and interest to 6,016± square feet of real property (of which 887± square feet is under water)

A permanent easement over ± square feet of real property

A temporary easement over ± square feet of real property

Located at 10-11 Hoffman Road, Town of Pine Plains, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated August 2, 1989 and recorded June 6, 1990 in Liber 1866 at Page 798 in the Office of the County Clerk for Dutchess County, New York (Tax Map No. 6872-00-350673), and being the same lands designated as parcel 1 on Exhibit "A", attached hereto.

2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: firewood/erosion control.

3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the market value of the real property interest to be acquired and the legal damages. This amount is TWO THOUSAND, NINE HUNDRED AND 00/100 DOLLARS (\$2,900.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.

4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.

5. **CLAIM.** The Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within three (3) year safter title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.

6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase

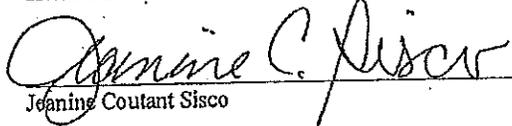
Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will provide the following documents in connection with the transfer of title:
- A. Title Documents. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents necessary to convey the real property interest stated in Paragraph one (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 Search 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. 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 three (3), and paid to the appropriate party by the Buyer.
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 conveyance: 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 aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:
 Cost to Cure Other _____

IN WITNESS WHEREOF, on this 7 day of December 2015, the parties have entered into this Advance Payment Agreement.



Keith Sisco



Jeanine Coutant Sisco

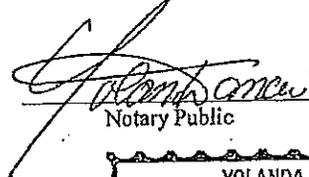
COUNTY OF DUTCHESS

By: _____
Print Name: _____
Title: _____

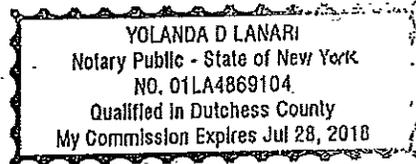
(14)

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On this 7 day of December, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared KEITH SISCO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his said capacity, and that by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

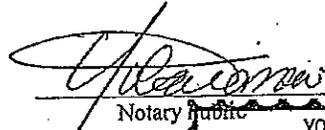


Notary Public

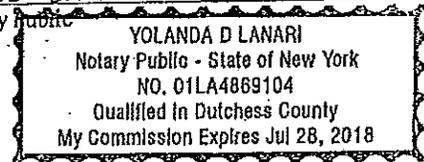


STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On this 7 day of December, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared JEANINE COUTANT SISCO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her said capacity, and that by her signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his said capacity, and that by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



REPLACEMENT OF
DUTCHESS COUNTY BRIDGES
PP-2 & PP-11 HOFFMAN ROAD
OVER SHEKOMEKO CREEK

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 3
PARCEL NO. 1, 2, & 3
SHEET 1 OF 4 SHEETS

ORIGINALS OF THIS MAP (SHEETS 1, 2, 3, & 4)
ARE ON FILE AT THE OFFICES OF THE
DUTCHESS COUNTY DEPARTMENT OF
PUBLIC WORKS.

MAP REFERENCE INFORMATION:
FM 6589 4-21-83

JEANINE COUTANT SISCO
& KEITH SISCO
(REPUTED OWNERS)
CCD L. 1866 P. 798

PARCEL SUMMARY:
Type: P# 2 : TE
P# 3 : TE
P# 1 : FEE
Portion of Tax
Map Ref. No. 350673-0000
Town of PINE PLAINS
County of DUTCHESS
State of New York

Parcel Locator Points:
FEE

N: 1152764.883
E: 720819.544

TE 1

N: 1152764.883
E: 720819.883

TE 2

N: 1152647.869
E: 720821.912

LANDS N/F
KYLE PATCHIN
DOC. #02 2010 3910

TEMPORARY
EASEMENT

M 3
P 2

TE 1 AREA:
2557 SQ FT ±
0.06 ACRES ±
966 SQ FT ± OF
WHICH IS
UNDER WATER

M 3
P 1

FEE AREA:
6016 SQ FT. ±
0.14 ACRES ±
887 SQ FT ± OF
WHICH IS
UNDER WATER

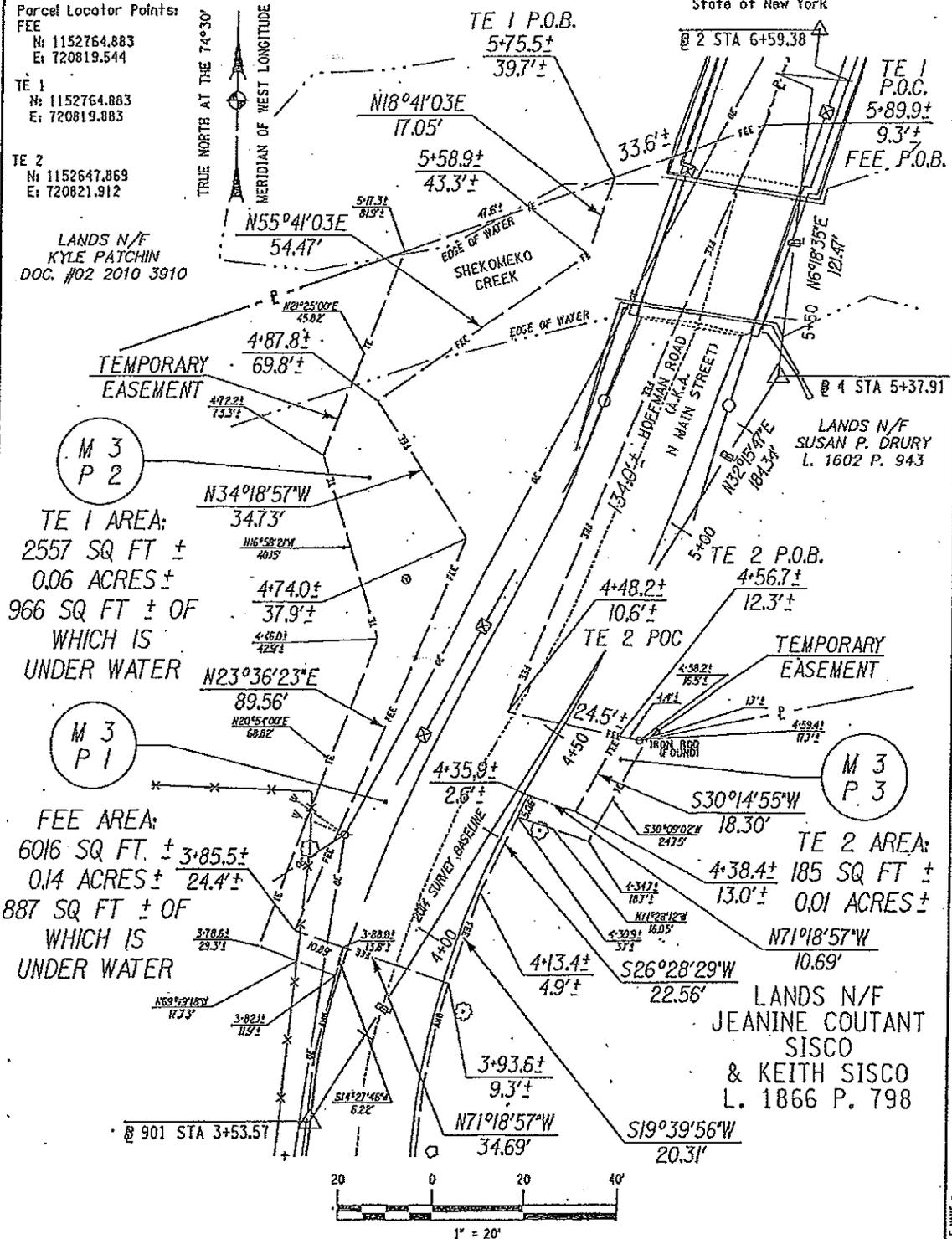
LANDS N/F
SUSAN P. DRURY
L. 1602 P. 943

TEMPORARY
EASEMENT

M 3
P 3

TE 2 AREA:
185 SQ FT ±
0.01 ACRES ±

LANDS N/F
JEANINE COUTANT
SISCO
& KEITH SISCO
L. 1866 P. 798



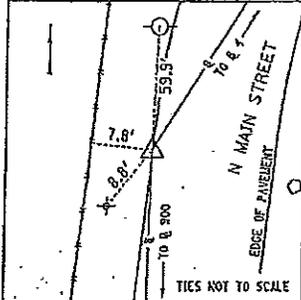


REPLACEMENT OF
DUTCHESS COUNTY BRIDGES
PP-2 & PP-11 HOFFMAN ROAD
OVER SHEKOMOKO CREEK

'EXHIBIT A'
COUNTY OF DUTCHESS
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ACQUISITION MAP

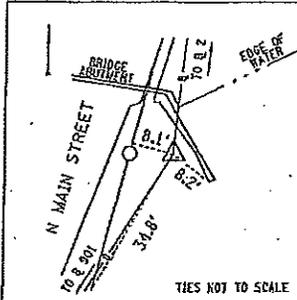
MAP NO. 3
PARCEL NO. 1, 2, & 3
SHEET 2 OF 4 SHEETS

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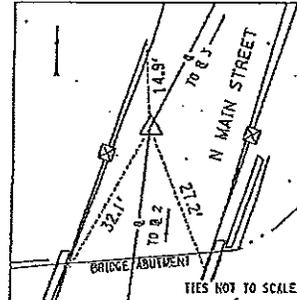
CBP 901 STA 3+53.57
MAG NAIL 0.3'-/- EAST OF THE WEST
EDGE OF PAVEMENT

N 1152567.2515
E 7207564.323
EL 42693



CBP 4 STA 5+37.91
CIR SET 10'-/- EAST OF EAST EDGE
OF PAVEMENT

N 11527231320
E 7208548351
EL 41176



CBP 2 STA 6+59.38
MAG NAIL 5'-/- EAST OF WEST EDGE
OF PAVEMENT

N 11528438685
E 7208681854
EL 40967

MAP AND DESCRIPTION OF LAND TO BE ACQUIRED BY THE COUNTY OF DUTCHESS
FROM

JEANINE COUTANT SISCO
& KEITH SISCO
(REPUTED OWNER)

FOR THE RE-CONSTRUCTION OF HOFFMAN ROAD

Parcel 1

All that certain piece or parcel of land, lying westerly and easterly of Hoffman Road (aka North Main Street), in the Town of Pine Plains, County of Dutchess, State of New York and being more particularly bounded and described as follows:

Beginning at a point in the centerline of Hoffman Road (aka North Main Street), at its intersection with the property division line between lands now or formerly of Susan P. Drury, on the east and lands now or formerly of Jeanine Coutant Sisco and Keith Sisco, on the west, said point being 9.3± feet distant westerly from Station 5+89.9± of the hereinafter described survey baseline for the reconstruction of Hoffman Road over the Shekomoko Creek; thence southwestwesterly, along said property division line, a distance of 134.0± feet to a point, said point being 10.6± feet distant westerly from Station 4+48.2± of said baseline; thence southeasterly, continuing along said property division line, a distance of 24.5± feet to a point, said point being 12.3± feet distant westerly from Station 4+56.7± of said baseline; thence through said lands of Jeanine Coutant Sisco and Keith Sisco the following nine (9) courses and distances:

1. South 30°14'55" West, a distance of 18.30 feet to a point, said point being 13.0± feet distant easterly from Station 4+38.4± of said baseline,
2. North 71°18'57" West, a distance of 10.69 feet to a point, said point being 2.6± feet distant easterly from Station 4+35.9± of said baseline,
3. South 26°28'29" West, a distance of 22.56 feet to a point, said point being 4.9± feet distant easterly from Station 4+13.4± of said baseline,
4. South 19°39'56" West, a distance of 20.31 feet to a point, said point being 9.3± feet distant easterly from Station 3+93.6± of said baseline,
5. North 71°18'57" West, a distance of 34.69 feet to a point, said point being 24.4± feet distant westerly from Station 3+85.5± of said baseline,
6. North 23°36'23" East, a distance of 89.56 feet to a point, said point being 37.9± feet distant westerly from Station 4+74.0± of said baseline,
7. North 34°18'57" West, a distance of 34.73 feet to a point, said point being 69.8± feet distant westerly from Station 4+87.8± of said baseline,
8. North 55°41'03" East, a distance of 54.47 feet to a point, said point being 43.3± feet distant westerly from Station 5+58.9± of said baseline, and
9. North 18°41'03" East, a distance of 17.05 feet to a point, at its intersection with the property division line between said lands of Kyle Patchin, on the north and lands now or formerly of Jeanine Coutant Sisco and Keith Sisco, on the south, said point being 39.7± feet distant westerly from Station 5+75.5± of said baseline; thence easterly, along said property division line, a distance of 33.6± feet to the point or place of beginning and being 6,016± square feet or 0.14 acres of lands, more or less, 887 sq. ft. ± of which is under water.



REPLACEMENT OF
DUTCHESS COUNTY BRIDGES
PP-2 & PP-11 HOFFMAN ROAD
OVER SHEKOMOKO CREEK

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 3
PARCEL NO. 1, 2, & 3
SHEET 3 OF 4 SHEETS

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DUTCHESS COUNTY DEPARTMENT OF
PUBLIC WORKS.

Two (2) temporary easements to be exercised in, on or over the property now or formerly of Jeanine Coutant Sisco and Keith Sisco for the purpose of reconstructing Hoffman Road (aka North main Street), over the Shekomoko Creek and appurtenances for use and exercisable during the reconstruction of Hoffman Road (aka North Main Street), over the Shekomoko Creek, and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the County of Dutchess or other authorized representative acting for the County of Dutchess or its assigns. Such easement shall be exercised in and to all the piece or parcel of property lying westerly and easterly of Hoffman Road (aka North Main Street), in the Town of Pine Plains, County of Dutchess, State of New York and being more particularly bounded and described as follows:

Parcel 2

Commencing at a point in the centerline of Hoffman Road (aka North Main Street), at its intersection with the property division line between lands now or formerly of Kyle Patchin, on the north and lands now or formerly of Jeanine Coutant Sisco and Keith Sisco, on the south, said point being 9.3± feet distant westerly from Station 5+89.9± of the hereinafter described survey baseline for the reconstruction of Hoffman Road over the Shekomoko Creek; thence southwesterly, along said property division line, a distance of 33.6± feet to the Point or Place of Beginning, said point being 39.7± feet distant westerly from Station 5+75.5± of said baseline; thence through said lands of Jeanine Coutant Sisco and Keith Sisco the following ten (10) courses and distances:

1. South 18°41'03" West, a distance of 17.05 feet to a point, said point being 43.3± feet distant westerly from Station 5+58.9± of said baseline,
2. South 55°41'03" West, a distance of 54.47 feet to a point, said point being 69.8± feet distant westerly from Station 4+87.8± of said baseline,
3. South 34°18'57" East, a distance of 34.73 feet to a point, said point being 37.9± feet distant westerly from Station 4+74.0± of said baseline,
4. South 23°36'23" West, a distance of 89.56 feet to a point, said point being 24.4± feet distant westerly from Station 3+85.5± of said baseline,
5. South 71°18'57" East, a distance of 10.89 feet to a point, said point being 13.8± feet distant westerly from Station 3+88.0± of said baseline,
6. South 14°27'46" West, a distance of 6.22 feet to a point, said point being 11.9± feet distant westerly from Station 3+82.1± of said baseline,
7. North 69°19'18" West, a distance of 17.73 feet to a point, said point being 29.3± feet distant westerly from Station 3+78.6± of said baseline,
8. North 20°54'00" East, a distance of 68.82 feet to a point, said point being 42.9± feet distant westerly from Station 4+46.0± of said baseline,
9. North 16°58'21" West, a distance of 40.15 feet to a point, said point being 73.3± feet distant westerly from Station 4+72.2± of said baseline, and
10. North 21°25'00" East, a distance of 45.82 feet to a point, at its intersection with the property division line between said lands of Kyle Patchin, on the north and said lands of Jeanine Coutant Sisco and Keith Sisco, on the south, said point being 81.9± feet distant westerly from Station 5+17.3± of said baseline; thence easterly, along said property division line, a distance of 47.6± feet to the point or place of beginning and being 2,557± square feet or 0.06 acres of lands, more or less, 966 sq. ft. ± of which is under water.

Parcel 3

ALSO Commencing at a point in the centerline of Hoffman Road (aka North Main Street), at its intersection with the property division line between lands now or formerly of Susan P. Drury, on the east and lands now or formerly of Jeanine Coutant Sisco and Keith Sisco, on the west, said point being 10.6± feet distant westerly from Station 4+48.2± of the hereinafter described survey baseline for the reconstruction of Hoffman Road over the Shekomoko Creek; thence southeasterly, along said property division line, a distance of 24.5± feet to the Point or Place of Beginning, said point being 12.3± feet distant easterly from Station 4+56.7± of said baseline; thence easterly, continuing along said property division line, a distance of 4.4± feet to a point, said point being 16.5± feet distant easterly from Station 4+58.2± of said baseline; thence easterly, continuing along said property division line, a distance of 1.7± feet to a point, said point being 17.7± feet distant easterly from Station 4+59.4± of said baseline; thence through said lands of Jeanine Coutant Sisco and Keith Sisco the following five (5) courses and distances:

1. South 30°09'02" West, a distance of 24.75 feet to a point, said point being 18.7± feet distant easterly from Station 4+34.7± of said baseline,
2. North 71°28'12" West, a distance of 16.05 feet to a point, said point being 3.1± feet distant easterly from Station 4+30.9± of said baseline,
3. North 26°28'29" East, a distance of 5.06 feet to a point, said point being 2.6± feet distant easterly from Station 4+35.9± of said baseline,
4. South 71°18'57" East, a distance of 10.69 feet to a point, said point being 13.0± feet distant easterly from Station 4+38.4± of said baseline, and
5. North 30°14'55" East, a distance of 18.30 feet to the point or place of beginning and being 185± square feet or 0.01 acres of lands, more or less.



REPLACEMENT OF
DUTCHESS COUNTY BRIDGES
PP-2 & PP-11 HOFFMAN ROAD
OVER SHEKOMEKO CREEK

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 3
PARCEL NO. 1, 2, & 3
SHEET 4 OF 4 SHEETS

ORIGINALS OF THIS MAP (SHEETS 1, 2, 3, & 4)
ARE ON FILE AT THE OFFICES OF THE
DUTCHESS COUNTY DEPARTMENT OF
PUBLIC WORKS.

Reserving, however, to the owner of any right, title, or 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 the easement beyond that which is necessary to effectuate its purposes for, and established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

The abovementioned survey baseline, is a portion of the 2014 Survey Baseline for the re-construction of Hoffman Road (aka North Main Street) over the Shekomeko Creek, as shown on the map and described as follows:

Beginning at Station 3+53.57, thence North 32°15'47" East to Station 5+37.91; thence North 6°18'35" East to Station 6+59.38; thence North 27°14'34" East to Station 7+69.56.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

I HEREBY CERTIFY THAT THE PROPERTY MAPPED
ABOVE IS NECESSARY FOR THIS PROJECT, AND
THE ACQUISITION THEREOF IS RECOMMENDED.

Date 8-6 2015
[Signature]

NOEL H. S. KHILLE, AIA, ASLA
COMMISSIONER OF PUBLIC WORKS

RECOMMENDED BY:

Date August 6 2015
[Signature]

ROBERT H. BALKIND, P.E.
DEPUTY COMMISSIONER OF PUBLIC WORKS

I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION
AND MAP MADE FROM A LIMITED SURVEY, PREPARED
UNDER MY DIRECTION

Date JULY 31 2015
[Signature]

JOHN E. QUINN, JR., LAND SURVEYOR
P.L.S. LICENSE NO. 50269
CLOUGH-HARBOUR & ASSOCIATES LLP



"Unauthorized alteration or addition
to a survey map bearing a licensed
land surveyor's seal is a violation of
Section 7209 Subdivision 2, of the
New York State Education Law."



CLOUGH HARBOUR & ASSOCIATES LLP
111 Winners Circle, PO Box 5269 - Albany, NY 12205-0269
Phone: (518) 453-4500 • www.cloughharbour.com

FILE NAME *

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 § 8-0101

§ 8-0101. Purpose

Currentness

It is the purpose of this act¹ to declare a state policy which will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and enhance human and community resources; and to enrich the understanding of the ecological systems, natural, human and community resources important to the people of the state.

Credits

(Added L.1975, c. 612, § 1.)

Footnotes

1 This Article.

McKinney's E. C. L. § 8-0101, NY ENVIR CONSER § 8-0101

Current through L.2015, chapters 1 to 589.

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