RESOLUTION NO. 2016165

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM PETER D. ANTONELLI, IN CONNECTION WITH THE INTERSECTION IMPROVEMENTS TO OLD HOPEWELL ROAD (CR 28)/ALL ANGELS HILL ROAD (CR 94), TOWN OF WAPPINGER, (PIN 8758.71)

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

WHEREAS, the Department of Public Works has proposed the improvements to the intersection located at Old Hopewell Road (CR 28)/All Angels Hill Road (CR 94) in the Town of Wappinger, Dutchess County, which project includes the acquisition of portions of certain properties, and

WHEREAS, this Legislature determined in Resolution No. 2014272, that the improvement project constitutes a Type I action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and will not have a significant negative impact on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to complete the improvements to the intersection, it is necessary to acquire in fee a portion of property presently owned by Peter D. Antonelli, and

WHEREAS, the acquisition in fee is a portion of parcel number 135689-6257-04-936302-0000, described as 7,223.85+/- square feet more or less as shown on Map No. 1, Parcel No. 1, copy is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, be purchased for the sum of $12,800 plus up to $1,000 for related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

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

RESOLVED, that on the submission by the property owner of deed to the aforementioned land, 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 $12,800 plus up to $1,000 for related expenses, if required, for a Fee Acquisition in accordance with the Agreement to Purchase Real Property, that the County reimburse the property owner for fees associated with the Release of Mortgage application, if any, and pay all necessary filing fees, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-1004-16
CAB/kvh/R-0931-F
6/09/16
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 11th day of July 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 11th day of July 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 $ 13,800

Total Current Year Revenue $ 13,110
and Source

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

Identify Line Items(s):
H0384.5110.3009 - 2007 Roads ISTEA

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $690
Over Five Years: _____

Additional Comments/Explanation:
This Fiscal Impact Statement Pertains to:

PIN 8758.71: OLD HOPEWELL ROAD (CR 28)/ALL ANGELS HILL ROAD (CR 94) INTERSECTION IMPROVEMENTS, TOWN OF WAPPINGER, DUTCHESS COUNTY

Request for authorization to acquire in Fee a 671.12+/- square meter (7,223.85+/- square foot) parcel as shown on (Map 1, Parcel 1) for the purchase price of $12,800.00 from Peter D. Antonelli.

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

Prepared by: Matthew W. Davis 2929

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)

Project: Old Hopewell Road (CR 28)/All Angels Hill Road (CR 94) Intersection Improvements
PIN: 8758.71 Map: 1 Parcel: 1

This Advance Payment Agreement by and between Peter D. Antonelli, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "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 a 671.12± Square Meter (7,223.85± Square Foot) parcel located along the westerly side of County Route 94 (All Angels Hill Road), in the Town of Wappinger, Dutchess County, New York, further described as:

   Being a portion of those same lands described in a deed dated March 31, 2008, and recorded on April 10, 2008 as Document # 02 2008 2166 in the Office of the County Clerk for Dutchess County, New York with the address 6 White Corners Lane (Re. Tax map No. 135689-6257-04-936302-000), and being the same lands designated as Map 1, Parcel 1 on exhibit "A" attached here to.

2. IMPROVEMENTS INCLUDED IN THE ACQUISITION. The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: Some Landscaping/shrubs, Decorative Vinyl Fence

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 value of the real property interest to be acquired and the legal damages. This amount is TWELVE THOUSAND EIGHT HUNDRED DOLLARS ($12,800). 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 of 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. Pursuant to New York State Eminent Domain Procedure Law, 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 one (1) year after 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 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.

IN WITNESS WHEREOF, on this 17th day of MAY, 2016, the parties have entered into this Advance Payment Agreement.

Seller: _____
Peter D. Antonelli

Witness: Michael McGann

COUNTY OF DUTCHESS)

Buyer: _____
William F. X. O'Neil,
Deputy County Executive

APPROVED AS TO FORM:

By, _____
Carol A. Bogle
Chief Asst. County Attorney

APPROVED AS TO CONTENT:

_____
Robert H. Balkind, P.E.
Deputy Commissioner

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

PIN 8758.71

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

Originals of this map (sheets 1 & 2) are on file at the offices of the Dutchess County Department of Public Works.

ACQUISITION DESCRIPTION:
Type: FEE
Portion of Real Property Tax
Parcel ID No.
135689-6257-04-936302-0000

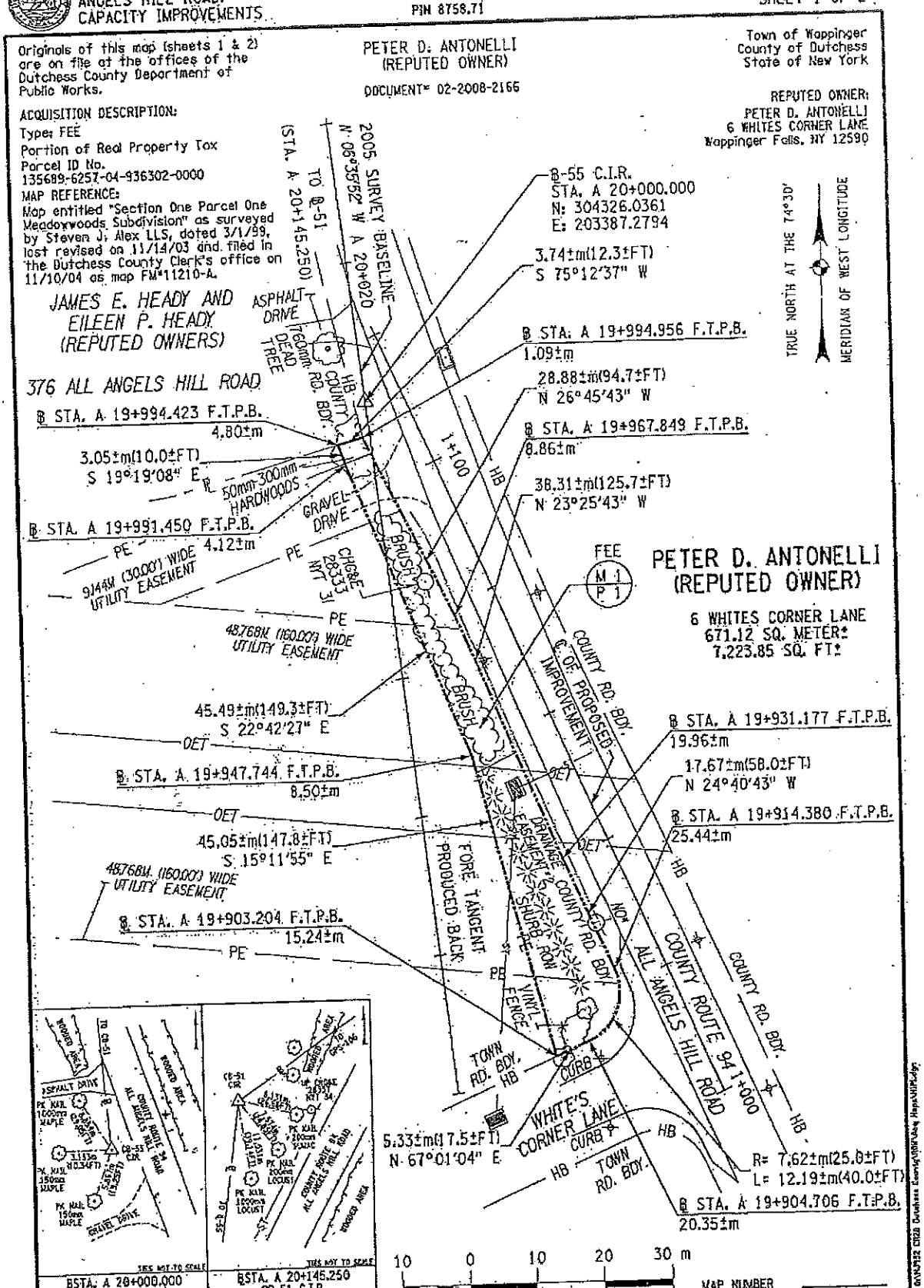
MAP REFERENCE:
Map entitled "Section One Parcel One Meadowwoods Subdivision" as surveyed by Steven J. Alex LLS, dated 3/1/99, last revised on 11/14/03 and filed in the Dutchess County Clerk's office on 11/10/04 as map FM*11210-A.

PETER D. ANTONELLI
(REPUTED OWNER)

DOCUMENT# 02-2008-2166

Town of Wappinger
County of Dutchess
State of New York

REPUTED OWNER:
PETER D. ANTONELLI
6 WHITES CORNER LANE
Wappinger Falls, NY 12590



PREPARED BY D. COOPER CHECKED BY R. DIEM FINAL CHECK BY J. MAINSONAT

COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8758.71

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

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 1, SITUATE IN THE TOWN OF WAPPINGER, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF PETER D. ANTONELLI (REPUTED OWNER) ON THE SOUTH AND THE PROPERTY OF JAMES E. HEADY AND EILEEN P. HEADY (REPUTED OWNERS) ON THE NORTH, SAID POINT BEING 1.09±m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+994.956± OF THE FORE TANGENT PRODUCED BACK OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS; THENCE SOUTH 75°-12'-37" WEST ALONG SAID DIVISION LINE 3.74±m(12.3±FT.) TO A POINT 4.80±m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+994.423± OF THE FORE TANGENT PRODUCED BACK OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF PETER D. ANTONELLI (REPUTED OWNER) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 19°-19'-08" EAST 3.05±m(10.0±FT.) TO A POINT 4.12±m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+991.450± OF THE FORE TANGENT PRODUCED BACK OF SAID BASELINE; (2) SOUTH 22°-42'-27" EAST 45.49±m(149.3±FT.) TO A POINT 8.50±m DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+947.744± OF THE FORE TANGENT PRODUCED BACK OF SAID BASELINE; AND (3) SOUTH 15°-11'-55" EAST 45.05±m(147.8±FT.) TO A POINT ON THE NORTHERLY BOUNDARY OF WHITE'S CORNER LANE, THE LAST MENTIONED POINT BEING 15.24±m DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+903.204± OF THE FORE TANGENT PRODUCED BACK OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF WHITE'S CORNER LANE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 67°-05'-04" EAST 5.33±m(17.5±FT.) TO A POINT 20.35±m DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+904.706± OF THE FORE TANGENT PRODUCED BACK OF SAID BASELINE; (2) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7.62±m(25.0±FT.), A DISTANCE OF 12.19±m (40.0±FT.) TO A POINT ON THE FIRST MENTIONED WESTERLY BOUNDARY OF ROUTE 94 (ALL ANGELS HILL ROAD), THE LAST MENTIONED POINT BEING 25.44±m DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+914.380± OF THE FORE TANGENT PRODUCED BACK OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED WESTERLY BOUNDARY OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 24°-40'-43" WEST 17.67±m(58.0±FT.) TO A POINT 19.96±m DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+931.177± OF THE FORE TANGENT PRODUCED BACK OF SAID BASELINE; (2) NORTH 23°-25'-43" WEST 38.31±m(125.7±FT.) TO A POINT 8.86±m DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION A 19+967.849± OF THE FORE TANGENT PRODUCED BACK OF SAID BASELINE; AND (3) NORTH 26°-45'-43" WEST 28.88±m(94.7±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 671.12± SQUARE METERS (7,223.85± SQUARE FEET) MORE OR LESS.

SUBJECT TO THE EASEMENT RIGHTS WHICH APPLY TO A DRAINAGE AND UTILITY EASEMENT AS SHOWN ON THE ABOVE MAP AND DESIGNATED AS AN EXISTING DRAINAGE AND UTILITY EASEMENT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2005 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION A 20+000.000; THENCE NORTH 06°-35'-52" WEST TO STATION A 20+145.250.

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 10-26 2015.

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

Recommended by:

Date Oct. 23 2015

Robert H. Baking, P.E.
Deputy Commissioner

STATE OF NEW YORK
JOSEPH G. MALINOWSKI
050314
LICENSED LAND SURVEYOR

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 10/15 2015

Joseph G. Malinowski - Land Surveyor
P.L.S. License No. 050314

M.J. Engineering and Land Surveying, P.C.
1533 Crescent Road
Clifton Park, NY 12065

MAP NUMBER
REVISED DATE
DATE PREPARED

FILE NAME = G:\ACAD EXCEL Database Cleanup\2006\Acad_Maps\SHP\Parcel.dgn

PREPARED BY D. COPER CHECKED BY R. GIERA FINAL CHECK BY J. MALINOWSKI

Environment

RESOLUTION NO. 2014272

RE: ADOPTION OF FULL ENVIRONMENTAL ASSESSMENT FORM AND NEGATIVE DECLARATION OF SIGNIFICANCE FOR PROPOSED HIGHWAY IMPROVEMENTS ON OLD HOPEWELL ROAD (CR28) (PIN 8755.44) AND RECONSTRUCTION OF OLD HOPEWELL ROAD (CR28) ALL ANGELS HILL ROAD (CR94) INTERSECTION, TOWN OF WAPPINGER (PIN 8758.71)

Legislators MICCIO, SURMAN, HUTCHINGS, BOLNER, INCORONATO, and KELSEY offer the following and move its adoption:

WHEREAS, Dutchess County is considering two proposed projects: PIN 8755.44 – Rehabilitation of Old Hopewell Road (CR 28), US Route 9 to All Angels Hill Road (CR94) and PIN 8758.71 – Old Hopewell Road (CR28)/All Angels Hill Road (CR94) Intersection Improvements, which project is located in the Town of Wappinger, County of Dutchess, and

WHEREAS, the proposed projects consist of highway improvements on Old Hopewell Road, from NYS Route 9 to All Angels Hill Road (CR94), and reconstruction of the Old Hopewell Road/All Angels Hill Road Intersection, in the Town of Wappinger, Dutchess County, and

WHEREAS, the Legislature has reviewed the Full Environmental Assessment Form (EAF) for the involved action, a copy of which is annexed hereto, prepared by the Department of Public Works and agrees with its conclusion that the involved projects will not have a Significant Negative Impact on the Environment, based on the criteria provided in 6 NYCRR 617.7(a)-(c), and

WHEREAS, the Legislature has reviewed the attached Notice of Determination of Non-Significance prepared by the Department of Public Works and agrees with the reasons supporting this determination provided in this notice, now, therefore, be it

RESOLVED, that Dutchess County hereby approves and adopts the attached Full Environmental Assessment Form and Notice of Determination of Non-Significance for the Rehabilitation of Old Hopewell Road (CR 28), US Route 9 to All Angels Hill Road (CR94) and Old Hopewell Road (CR28)/All Angels Hill Road (CR94) Intersection Improvements in accordance with 6 NYCRR 617.7(a)-(c).

CA-179-14
CAB/ca/R-0931-B
9/12/14
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 10/17/2014

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 14th day of October 2014, 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 14th day of October 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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.2016, chapters 1 to 64.

End of Document

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