

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025166

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM
ENVER CANI, IN CONNECTION WITH THE SIDEWALK
IMPROVEMENT PROJECT, CR 62 (MAPLE AVENUE)
TOWN OF NORTH EAST, VILLAGE OF MILLERTON

Legislators METZGER, PAOLONI, D'AQUANNI, and GORMAN offer the following
and move its adoption:

WHEREAS, the County is the owner of County Route 62 (Maple Avenue) and is
responsible for the maintenance and improvement of same, and

WHEREAS, by Resolution 2024206, Dutchess County has assumed lead agency status for
a proposed sidewalk improvement project to CR 62 (Maple Avenue), in the Town of North East,
Village of Millerton (the "Project"), which Project includes the acquisition of various properties,
and

WHEREAS, the County has further determined that this Project is classified as an Unlisted
Action pursuant to Article 8 of the Environmental Conservation Law and Part 617.6 of the NYCRR
(SEQRA) and will not result in significant adverse impacts, and

WHEREAS, the Department of Public Works ("DPW") has determined that the Project is
necessary for Americans with Disabilities Act (ADA) upgrades in the Town of North East, Village
of Millerton, and to insure the continued service of the sidewalk as a link in the greater mobility
and transportation system of the area, and

WHEREAS, DPW has made a determination that in order to complete the Project
referenced above, it is necessary to acquire a fee acquisition of real property, as shown on Map 3,
Parcel 3, approximately 102.81 +/- square feet, located at 4 South Maple Avenue, Town of North
East, Village of Millerton, described as Parcel Identification Number 133801-7271-14-477253-
0000, presently owned by Enver Cani, and

WHEREAS, a proposed Agreement to Purchase Real Property ("Agreement") between the
County and the property owner is annexed hereto, and

WHEREAS, DPW has recommended that the subject property be purchased for the sum of
\$704, plus authorization to spend up to \$1,000 in related expenses, if any, for this fee acquisition,
and that the terms and conditions of the Agreement be carried forth, 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
portions of certain property, in the Town of North East, Village of Millerton, will not have a
significant effect on the environment, and be it further

RESOLVED, that the County Executive or her 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 upon receipt from the property owner of an executed Deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of \$704 and up to \$1,000 in related expenses, if any, for such conveyance, 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-107-25
AMS/mar/rjw
R-1079-C
09/02/25
Fiscal Impact: See Attached.

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 2025, 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 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 704

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 \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$704
Over Five Years: _____

Additional Comments/Explanation:

RESOLUTION REQUEST TO ACQUIRE A PARCEL OF REAL PROPERTY OWNED BY ENVER CANI IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis

MD

Prepared On: 8/27/2025

AGREEMENT TO PURCHASE REAL PROPERTY

Project: SIDEWALK IMPROVEMENTS, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

This Agreement by and between ENVER CANI, with a mailing address of PO Box 229, Millerton, NY 12546, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer."

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

☒ a fee acquisition of 102.81+/- square feet of real property.
Purchase Price: \$704.00

☒ a temporary easement to 160.04+/- square feet of real property.
Purchase Price: \$219.00

Located at 4 South Maple Avenue, Millerton, NY 12546, being further described on Maps 3&4, Parcels 3&4, attached hereto.

Being a portion of those same lands described in that certain deed dated September 16, 2003, and recorded January 27, 2004 as Document Number 02 2004 1401, in the Office of the County Clerk for Dutchess County, re: Parcel Number (133801-7271-14-477253-0000).

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: Lawn area with an improvement value of \$80.00.

3. TEMPORARY EASEMENT USE. The temporary easement shall be exercised for the purpose of access and constructing or reconstructing a sidewalk together with all appearances.

4. TERM OF TEMPORARY EASEMENT. The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.

5. PURCHASE PRICE. The total purchase price is ONE THOUSAND THREE AND 00/100 DOLLARS (\$1,003.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.

6. THE PARTY OF THE SECOND PART is required to restore the property of the party of the first part that is disturbed as a result of construction personnel or equipment access to the condition that it was on the date of the execution of the temporary easement, to the extent reasonably possible.
7. THE PARTY OF THE FIRST PART AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the party of the second part, its employees, contractors, invitees or agents in the use of the Easement Premises in connection with this temporary easement. The party of the second part agrees to defend, indemnify and hold harmless the party of the first part, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the party of the second part of the easement premises, or the acts of party of the second part, its agents, employees or contractors.
8. THE CONTRACTOR hired by the party of the second part shall maintain in effect during the term of this temporary easement, general liability insurance coverage to cover the work being done on the property that is the subject of the temporary easement. The party of the first part shall be listed as additional insured on the contractor's certificate of insurance.
9. 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. Buyer will pay for a title search.
10. 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. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

11. **RECORDING COSTS AND CLOSING ADJUSTMENTS.** Buyer will pay all recording fees, if any. 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.
12. **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.
13. **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.
14. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent and temporary 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 Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
15. **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.
16. **CLOSING DATE AND PLACE.** Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.
17. **COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this _____ day of _____ 2025, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER: _____
Enver Cani

Department of Law

APPROVED AS TO CONTENT:

BUYER: _____
Sue Serino
County Executive

Department of Public Works



COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 3
PARCEL NO. 3
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.

ENVER CANI
(REPUTED OWNER)

DOCUMENT# 02-2004-1401

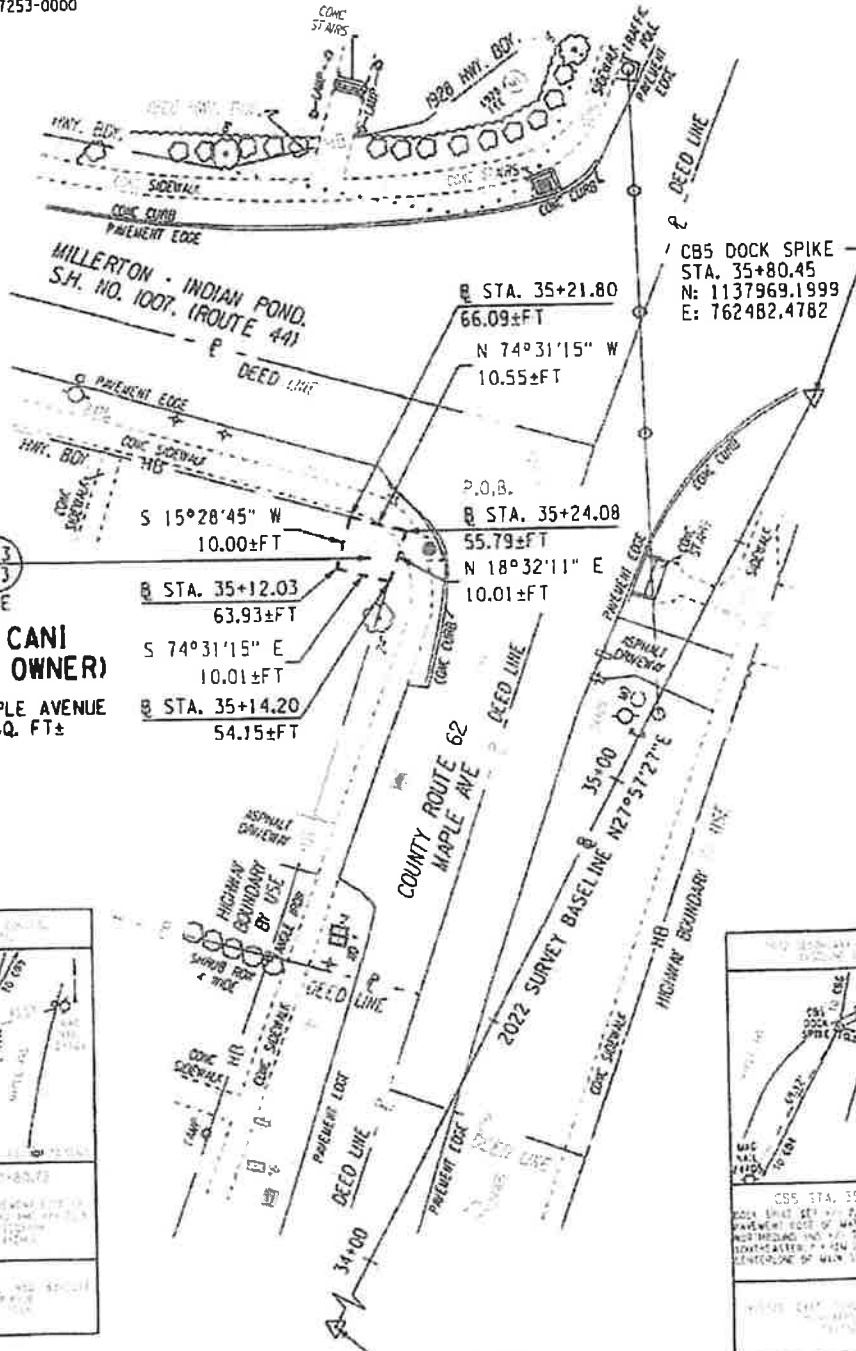
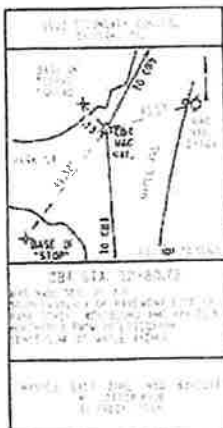
Village of Millerton
County of Dutchess
State of New York

Type: FEE
Portion of Real Property Tax
Parcel ID No.
133801-7271-14-477253-0000

REPUTED OWNER:
ENVER CANI
PO BOX 229
MILLERTON, NY 12546



**ENVER CANI
(REPUTED OWNER)**
4 SOUTH MAPLE AVENUE
102.81 SQ. FT±



CB4 MAG NAIL
STA. 32+80.72
N: 1137704.4509
E: 762341.9599

MAP NUMBER 3
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY: [Signature] CHECKED BY: [Signature]



COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 3
PARCEL NO. 3
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. 3, SITUATE IN THE VILLAGE OF MILLERTON, 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 62 (MAPLE AVENUE) AT ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44), SAID POINT BEING 55.79:FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+24.08 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS; THENCE NORTH 74°-31'-15" WEST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44) 10.55:FT TO A POINT 66.09:FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+21.80 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF ENVER CANI (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 15°-28'-45" WEST 10.00:FT TO A POINT 63.93:FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+12.03 OF SAID BASELINE; AND (2) SOUTH 74°-31'-15" EAST 10.01:FT TO A POINT ON THE FIRST MENTIONED WESTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE), THE LAST MENTIONED POINT BEING 54.15:FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+14.20 OF SAID BASELINE; THENCE NORTH 18°-32'-11" EAST ALONG THE LAST MENTIONED WESTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE) 10.01:FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 102.81: SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR SIDEWALK IMPROVEMENTS ON COUNTY ROUTE 62, AND IS DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 32+80.72; THENCE NORTH 27°-57'-27" EAST TO STATION 35+80.45.

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 JAN 30 2025

Robert H. Bokind, P.E.
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 January 30 2025

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

WJ Engineering, Architecture,
Landscape Architecture and
Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 3
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY A. HARRISON CHECKED BY C. J. S. FINAL CHECK BY A. HARRISON



COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 4
PARCEL NO. 4
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.

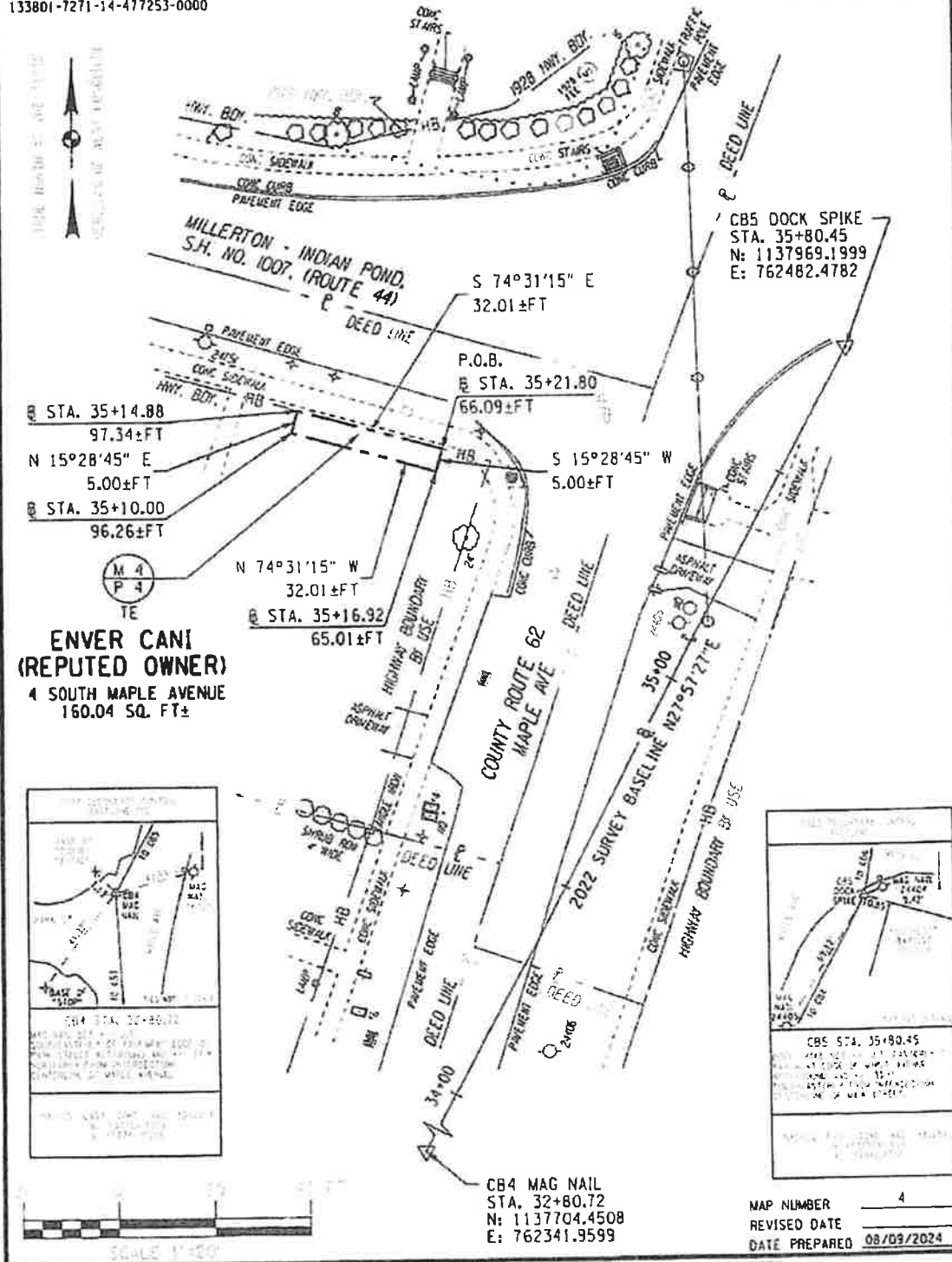
ENVER CANI
(REPUTED OWNER)

DOCUMENT# 02-2004-1401

Village of Millerton
County of Dutchess
State of New York

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
133801-7271-14-477253-0000

REPUTED OWNER:
ENVER CANI
PO BOX 229
MILLERTON, NY 12546





'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

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

PARCEL NO. 4, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF A WORK AREA IN CONNECTION WITH THE REHABILITATION OF COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS TO GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44), SAID POINT BEING 66.05:FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35:21.80 OF THE HEREINFTER DESCRIBED SURVEY BASELINE FOR COUNTY ROUTE 62 (MAPLE VIEW) S.W. STAKED IMPROVEMENTS; THENCE THROUGH THE PROPERTY OF ENNER CARR (ROUTE OWNED) THENCE SOUTHWESTERLY 31.25:FT COSES AND DISTANCES (1) SOUTH 78°-45' WEST 5.00:FT TO POINT 65.01:FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+15.92 OF SAID BASELINE; (2) NORTH 74°-31'-15" WEST 32.01:FT TO A POINT 96.26:FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+10.00 OF SAID BASELINE; AND (3) SOUTH 15°-28'-45" EAST 5.00:FT TO A POINT ON THE FIRST MENTIONED SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44), THE LAST POINT BEING 97.34:FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 35+14.88 OF SAID BASELINE; THENCE SOUTH 74°-31'-15" EAST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF MILLERTON - INDIAN POND, S.H. NO. 1007 (ROUTE 44) 32.01:FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 160.04: SQUARE FEET MORE OR LESS,

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 THIS 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 ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR SIDEWALK IMPROVEMENTS ON COUNTY ROUTE 62, AND IS DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 32+80.72; THENCE NORTH 27°-57'-27" EAST TO STATION 35+80.45.

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 JAN 30 2025

Robert H. Balkind, P.E.
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 January 30 2025

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

MJ Engineering, Architecture,
Landscape Architecture and
Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 4
REVISED DATE _____
DATE PREPARED 08/09/2024