PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO.2025168

RE: AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY FROM SWIFT CEMETERY PLOT IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK REPLACEMENT PROJECT IN THE TOWN OF DOVER

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

WHEREAS, the Department of Public Works ("DPW") has proposed replacement of Culverts D-06 located on Chestnut Ridge Road (CR-23) over Stony Brook and D-07 Halls Corners Road (CR24) over Stony Brook, Town of Dover, which project includes the acquisition of various portions of real property (the "Project"), and

WHEREAS, DPW has determined that this Project is classified as a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617.5(c) (2) of the NYCRR (SEQR) and as such no further action is required, and

WHEREAS, DPW has made a determination that in order to complete the Project referenced above, it is necessary to acquire a temporary easement over real property from Swift Cemetery Plot, located at 767 Chestnut Ridge Road, Town of Dover, described as approximately 1,084.31 +/- square foot parcel, Map No. 1, Parcel No. 1 of Tax Grid No. 132600-6963-00-242169-0000, and

WHEREAS, ownership of the cemetery is undetermined and there is no known mailing address, therefore authorization is requested to begin Eminent Domain Proceedings to acquire the temporary easement over the portion of property from Swift Cemetery Plot, and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of said temporary easement as follows:

Name	Map Nos.	Parcel Nos.	Area sq. ft	Proffered Amount
Swift Cemetery Plot	1	1	1,084.31 +/-	$325

now therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and is hereby authorized and empowered to commence proceedings against Swift Cemetery Plot pursuant to the Eminent Domain Procedure Law for the acquisition of a temporary easement over the above property in furtherance of the replacement of Culverts D-06 located on Chestnut Ridge Road (CR-23) over Stony Brook and D-07 Halls Corners Road (CR24) over Stony Brook, Town of Dover, Dutchess County, New York.

CA-109-25
AMS/rjw
R-1089-B
09/08/25
Fiscal Impact: See Attached.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

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.

DUTCHESS COUNTY SEAL

Leigh Wager
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 $ 325

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): $325
Over Five Years: _____

Additional Comments/Explanation:
RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS TO ACQUIRE TEMPORARY EASEMENTS FROM SWIFT CEMETERY PLOT IN CONNECTION WITH THE CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

MD

Prepared by: Matthew W. Davis

Prepared On: 8/26/25 MD

Dut pdf

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

This Agreement by and between SWIFT CEMETERY PLOT, with an address of 767 Chestnut Ridge Road, Dover Plains, NY10280, 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 *temporary easement* to 1,084.31+/- square feet of real property. Purchase Price: $325.00

   Located at 767 Chestnut Ridge Road, Dover Plains, NY 10280, being further described on Map 1, Parcel 1, attached hereto.

   Being a portion of those same lands with the Dutchess County Parcel Identification Number (132600-6963-00-242169-0000).

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

3. 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.

4. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None

5. PURCHASE PRICE. The total purchase price is THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00). 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 dose 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: _____
Swift Cemetery Plot

_____
Department of Law

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:

BUYER: _____
County of Dutchess

_____
Department of Public Works

Print Name: _____

Title: _____

REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

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.

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
132600-6963-00-242169-0000

SWIFT CEMETERY PLOT (REPUTED OWNER)

DOCUMENT# N/A

Town of Dover
County of Dutchess
State of New York

REPUTED OWNER:
SWIFT CEMETERY PLOT
MAILING ADDRESS N/A

TRUE NORTH AT THE 74°30' MERIDIAN OF WEST LONGITUDE

GPS2 DOCK SPIKE
STA. CR 13+38.37
N: 1057223.9190
E: 730372.4496

MILLBROOK EQUESTRIAN FARM, INC.
(REPUTED OWNER)
779 CHESTNUT RIDGE RD

N 31°49'04" W
23.45±FT
P.O.B.
℄ STA.
CR 12+41.10
15.09±FT

℄ STA. CR 12+54.59
34.26±FT
S 30°01'12" W
54.20±FT

TE
N 1
P 1

SWIFT
CEMETERY PLOT
(REPUTED OWNER)
767 CHESTNUT RIDGE RD
1,084.31 SQ. FT± OF
WHICH 253.70 SQ. FT±
IS UNDERWATER.

℄ OF PROPOSED IMPROVEMENT
CHESTNUT RIDGE ROAD

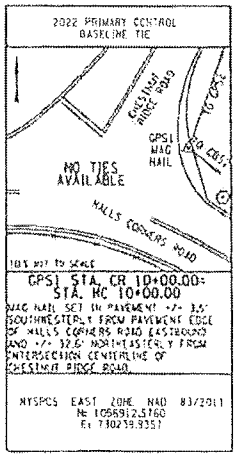
N 30°29'09" E
51.60±FT

℄ STA. CR 12+00.79
40.83±FT
S 37°17'37" E
21.95±FT
℄ STA. CR 11+89.94
21.76±FT

2022 SURVEY BASELINE
N23°03'20"E
COUNTY ROUTE 23
CR 12+00
CR 13+00
1+00
0+00

GRAVEL DRIVE
GRASS
CONC. CURB
PAVEMENT EDGE
COUNTY RD. BDY.
HB
STREAM BED (DRY AT TIME OF SURVEY)
BRUSH
W-BEAM GUIDE RAIL
CONC. HEADWALL
CULVERT D-06
MIXED WOODS
15'
2'

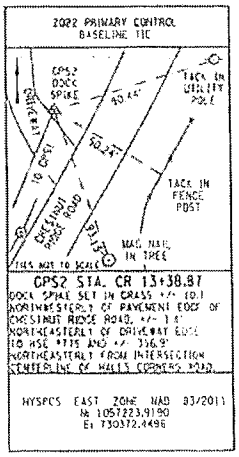
2022 PRIMARY CONTROL BASELINE TIE



GPS1 STA. CR 10+00.00=
STA. HC 10+00.00
MAG NAIL SET IN PAVEMENT +/- 3.5' SOUTHWESTERLY FROM PAVEMENT EDGE OF HALLS CORNERS ROAD EASTBOUND AND +/- 32.6' NORTHEASTERLY FROM INTERSECTION CENTERLINE OF CHESTNUT RIDGE ROAD.

NYSPCS EAST ZONE NAD 83/2011
N: 1056912.5760
E: 730239.9357

2022 PRIMARY CONTROL BASELINE TIE



GPS2 STA. CR 13+38.37
DOCK SPIKE SET IN GRASS +/- 10.1' NORTHWESTERLY OF PAVEMENT EDGE OF CHESTNUT RIDGE ROAD, +/- 1.6' NORTHEASTERLY OF DRIVEWAY EDGE (ID #SE 4775 AND +/- 316.9' NORTHEASTERLY FROM INTERSECTION CENTERLINE OF HALLS CORNERS ROAD.

NYSPCS EAST ZONE NAD 83/2011
N: 1057223.9190
E: 730372.4496

GPS1 MAG NAIL
STA. CR 10+00.00=
STA. HC 10+00.00
N: 1056912.5760
E: 730239.9357

20 0 20 40 FT
SCALE 1"=20'

MAP NUMBER 1
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY J. HOUSE CHECKED BY R. OBEN FINAL CHECK BY J. MALINOWSKI

REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

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 temporary easement 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.

PARCEL NO. 1, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF CONSTRUCTION AND GROUND RESTORATION IN CONNECTION WITH THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) TO RECONSTRUCT AND 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 NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF SWIFT CEMETERY PLOT (REPUTED OWNER) ON THE SOUTHWEST AND THE PROPERTY OF MILLBROOK EQUESTRIAN FARM, INC. (REPUTED OWNER) ON THE NORTHEAST, SAID POINT BEING 15.09±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+41.10 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) PROJECT; THENCE NORTH 31°49'04" WEST ALONG SAID DIVISION LINE 23.45±FT TO A POINT 34.26±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+54.59 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF SWIFT CEMETERY PLOT (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 30°01'12" WEST 54.20±FT TO A POINT 40.83±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+00.79 OF SAID BASELINE; AND (2) SOUTH 37°17'37" EAST 21.95±FT TO A POINT ON THE FIRST MENTIONED NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), THE LAST MENTIONED POINT BEING 21.76±FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 11+89.94 OF SAID BASELINE; THENCE NORTH 30°29'09" EAST ALONG THE LAST MENTIONED NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) 51.60±FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 1,084.31± SQUARE FEET MORE OR LESS OF WHICH 253.70± SQUARE FEET IS UNDERWATER.

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 THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION CR 10+00.00= HC 10+00.00; THENCE NORTH 23°03'20" EAST TO STATION CR 13+38.37.

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 January 7 2025

Robert H. Balkind, P.E.
Commissioner of Public Works

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 January 7 2025

Joseph G. 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 1
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY A. HADLEY CHECKED BY R. BIRD FINAL CHECK BY J. MALINOWSKI

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	absent	

Present: 10 Resolution: ✓ Total : 10 0

Absent: 2 Motion: ____ Yes No

Vacant: 0 Abstentions: 0

2025168 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY FROM SWIFT CEMETERY PLOT IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK REPLACEMENT PROJECT IN THE TOWN OF DOVER

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 (Yes) 0 (No)

Absent: 6 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2025168 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY FROM SWIFT CEMETERY PLOT IN CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK REPLACEMENT PROJECT IN THE TOWN OF DOVER

OCTOBER 14, 2025