



# Public Works Committee

Tuesday, June 27, 2023 3:30PM  
40 McMaster Street, Ballston Spa, NY

**Chair:** Philip Barrett

**Members:** Diana Edwards, Jack Lawler, Jonathan Schopf (vc),  
Mike Smith, Matt Veitch, Tom Wood

## Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the June 6, 2023 meeting.
- III. Authorizing permanent easement agreements associated with County Route 4 over Beecher Creek culvert replacement in the Town of Edinburg - Chad Cooke, Public Works
- IV. Authorizing the acceptance of ownership of Luther Forest Boulevard in the Town of Stillwater and authorizing an agreement with the Town of Stillwater and GlobalFoundries Innovation, LLC related to future maintenance of the road and all off-road areas, infrastructure and facilities. – Chad Cooke, Public Works
- V. Other Business
- VI. Adjournment



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Tracy Goodson, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Department of Public Works

**DATE:** June 16, 2023

**COMMITTEE:** Public Works

**RE:** Authorize purchase agreements for the acquisition of permanent easements

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorize purchase agreements for the acquisition of permanent easements

3. Specific Details on what the resolution will authorize:

Authorizing two (2) permanent easement agreements associated with the County Route 4 culvert replacement over Beecher Creek, Town of Edinburg, in the amount of \$800 to Cowsert-Ward and \$600 to Fitzgerald.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

**No Budget Impact. Funds are included in the Department Budget**

- a. G/L line impacted H2023.50.100-7502
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require hiring a Vendors/Contractors:  Y  N

a. Were bids/proposals solicited:  Y  N

b. Type of Solicitation

c. Is the vendor/contractor a sole source:  Y  N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department?  Y  N  N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted:  YES or  NO

County Administrator's Office  
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other copy of proposed permanent easement agreements

10. Remarks:

Draft resolution attached

May 30, 2023

Gregory Ball  
Deputy Commissioner of Public Works  
Saratoga County Department of Public Works  
3654 Galway Road  
Ballston Spa, New York 12020

Re: **CR 4 (North Shore Rd) over Beecher Creek**  
Saratoga County, New York

## REQUEST FOR FINAL EXECUTING OF DOCUMENTS & PAYMENT OF CHECKS

Dear Mr. Ball:

Enclosed you will find the originally signed, partially executed purchase agreement(s) and associated documents for the map(s) listed below:

Map No.	Parcel No.	Tax Parcel ID	Type	Property Owner / Payee	Approved Compensation
1	1	80.-1-73	Permanent Easement	Walter and Susan Fitzgerald	\$600.00

Map No.	Parcel No.	Tax Parcel ID	Type	Property Owner / Payee	Approved Compensation
2	2	80.12-1-40	Permanent Easement	Rick E. Cowser & Beth Ward	\$800.00**

*\*Checks may need to be split between both property owners for Map 2 (\$400.00 each as they live in separate states). I'm confirming with them now and will let you know.*

Please review and execute the following enclosed documents:

1. Sign Agreements to Purchase Temporary Easements. Must also be signed by a witness.
2. Sign Form TP-584 where indicated.
3. Sign maps where indicated.
  - a. Fully executed Form W-9 forms are enclosed for the County to keep on file.
4. Request check made out to Payee as specified above for payment of the approved compensation.
5. Please enclose the fully executed documents along with the payment check to my attention at **80 Wolf Road, Suite 300, Albany, NY 12205. PLEASE DO NOT MAIL CHECKS TO PROPERTY OWNERS.** A prepaid return UPS return envelope is provided for your convenience.

Upon receipt of the fully executed Purchase Agreement and check, I complete the transfer of the real property interests to Saratoga County.

If you should have any questions, please do not hesitate to contact me. (518) 898-9556 / kdempsey@gpinet.com. Thank you.

Best,  
Greenman-Pedersen, Inc.

  
Kimberly Dempsey  
Right of Way Specialist

Mr. Gregory Ball  
Deputy Commissioner  
Saratoga County Department of Public Works  
3654 Galway Road  
Ballston Spa, New York 12020

**Re: Payment Request for 46 North Shore Road, Northville, NY (Tax ID 80.12-1-40)  
CR 4 North Shore Road project**

A permanent easement is required in reference to the property located at 46 North Shore Road, Northville, NY (Tax ID 80.12-1-40) as delineated on Map 2, Parcel 2 for the purpose of constructing, reconstructing, and maintaining BIN 3-30479-0 located on County Route 4, over Beecher Creek, in connection with the CR 4 North Shore Road project.

The permanent easement for this property was established with a just compensation value of \$800.00. The two property owners, Beth Ward and Rick Cowsert, have agreed to and signed all documents. Mr. Cowsert and Ms. Ward live in different states and are in the process of placing this property on the market for sale. They are requesting the total compensation of \$800.00 be divided among them in two individual checks for \$400 each.

I spoke to Ms. Ward to explain the change in the vouchers. The updated Vouchers for both are attached.

Though the process for issuing the checks may take a few weeks, the sellers need fully executed documents to provide to their real estate agent for disclosure on the permanent easement to potential buyers. If at all possible, could you please email me a copy of the fully executed documents prior to the check execution?

If you have any questions, I can be reached at (518) 898-9556.

Thank you,  
**Greenman-Pedersen, Inc.**



Kimberly Dempsey  
Right of Way Specialist

TOWN OF EDINBURG  
SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS  
ACQUISITION MAP

TOWN OF EDINBURG  
COUNTY ROAD 4  
BEECHER CREEK

BIN: 3304790

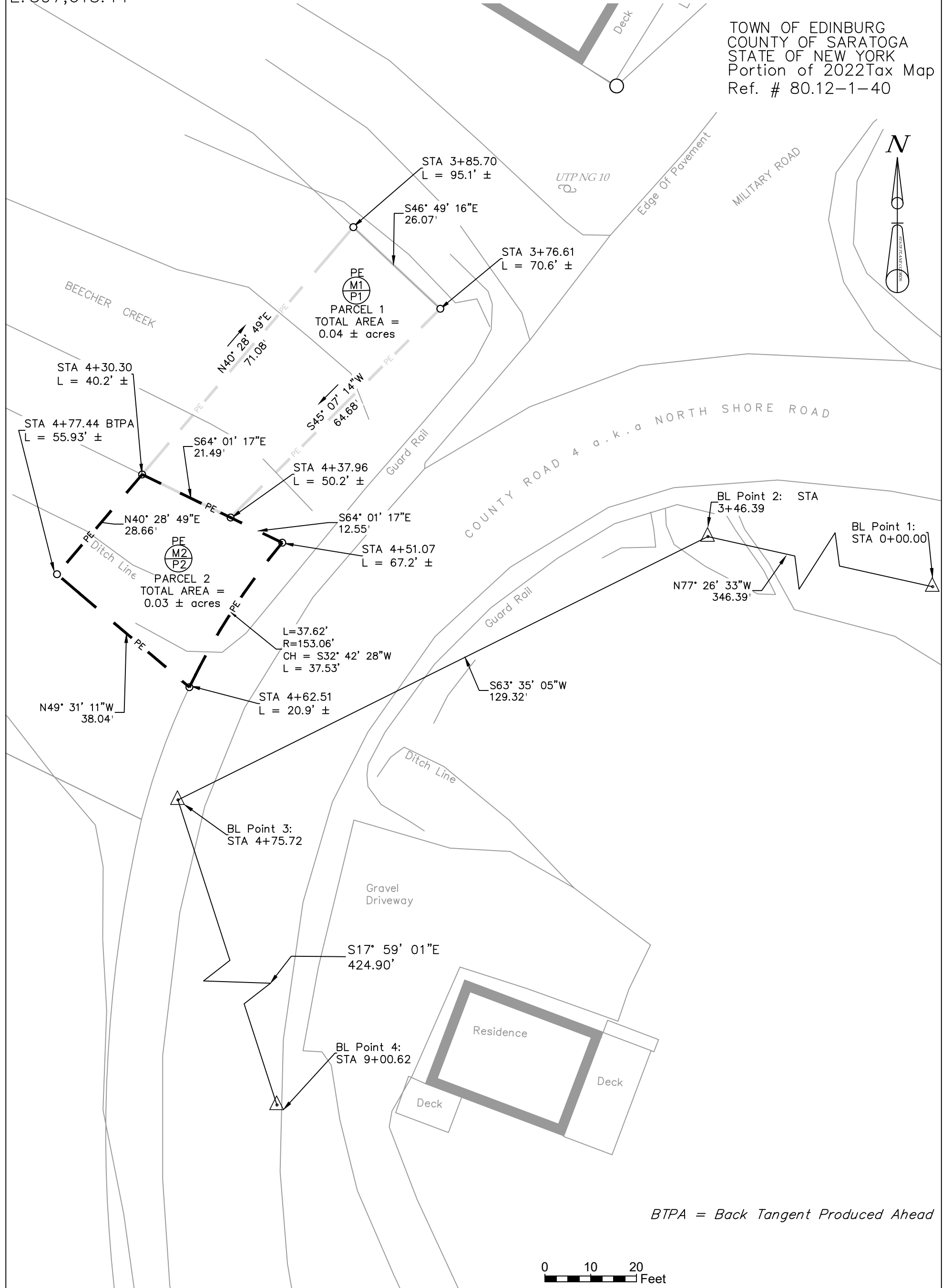
MAP NO. 2  
PARCEL NO. 2  
SHEET 1 OF 2

RICK E COWSERT & BETH A WARD  
(REPUTED OWNER)

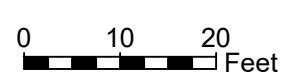
PARCEL SUMMARY  
TYPE: PE

PARCEL LOC. POINT  
PARCEL NO. 2  
N: 1,598,826.70'  
E: 597,615.44'

TOWN OF EDINBURG  
COUNTY OF SARATOGA  
STATE OF NEW YORK  
Portion of 2022 Tax Map  
Ref. # 80.12-1-40



BTPA = Back Tangent Produced Ahead





**COUNTY OF SARATOGA  
COUNTY MUNICIPAL CENTER  
BALLSTON SPA NY 12020**

**VOUCHER**

DEPT. c/o Public Works – Highway

Claimant's Vendor ID#	
Name:	<b>Rick E. Cowser</b>
Address:	<b>1505 Lancashire Way Deland, Florida 32720</b>

PURCHASE ORDER NO.		VOUCHER NO.
DO NOT WRITE IN THIS BOX		
DATE VOUCHER RECEIVED		
FUND APPROPRIATION	AMOUNT	PO NUMBER
	\$400.00	
OPEN \$		
CK	JE	
	<b>TOTAL</b>	<b>\$400.00</b>
Abstract No.		
Vendor's Ref. No.		DP

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/31/2023	1 LS	A permanent easement is required to accommodate the new guiderail and the construction activities of the culvert replacement, which includes access for future maintenance to the culvert and guiderail.  Tax Map: 80.12-1-40 PIN: BIN 3-30479-0 CR 4 (North Shore Road) over Beecher Creek Saratoga County	\$400.00	\$400.00
			<b>TOTAL</b>	<b>\$400.00</b>

**CLAIMANT'S CERTIFICATION**

I, **Rick E. Cowser**, certify that the above account in the amount of **\$400.00** is true and correct, that the items, services, and disbursements charged were rendered to our for the municipality on the dates stated, that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included, and the amount claimed is actually due.

5/21/23 \_\_\_\_\_  
Date SIGNATURE TITLE

<b>DEPARTMENT APPROVAL</b>	<b>APPROVAL FOR PAYMENT</b>
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.	This claim is approved and ordered paid from the appropriations indicated above.
DATE	AUTHORIZED COUNTY OFFICIAL

**COUNTY OF SARATOGA  
COUNTY MUNICIPAL CENTER  
BALLSTON SPA NY 12020**

**VOUCHER**

DEPT. c/o Public Works – Highway

Claimant's Vendor ID#	
Name:	<b>Beth Ward</b>
Address:	<b>PO Box 239 Northville, NY 12134</b>

PURCHASE  
ORDER NO.

VOUCHER  
NO.

DO NOT WRITE IN THIS BOX

DATE VOUCHER RECEIVED			
FUND APPROPRIATION		AMOUNT	PO NUMBER
		\$400.00	
OPEN \$			
CK	JE		
TOTAL		\$400.00	
Abstract No.			
Vendor's Ref. No.			DP

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/31/2023	1 LS	A permanent easement is required to accommodate the new guiderail and the construction activities of the culvert replacement, which includes access for future maintenance to the culvert and guiderail.  Tax Map: 80.12-1-40 PIN: BIN 3-30479-0 CR 4 (North Shore Road) over Beecher Creek Saratoga County	\$400.00	\$400.00
			TOTAL	\$400.00

**CLAIMANT'S CERTIFICATION**

I, Beth Ward, certify that the above account in the amount of \$400.00 is true and correct, that the items, services, and disbursements charged were rendered to our for the municipality on the dates stated, that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included, and the amount claimed is actually due.

5/21/23 \_\_\_\_\_  
Date SIGNATURE TITLE

**DEPARTMENT APPROVAL**

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

**APPROVAL FOR PAYMENT**

This claim is approved and ordered paid from the appropriations indicated above.

DATE AUTHORIZED COUNTY OFFICIAL

## AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 4 (North Shore Road) over Beecher Creek

PIN: BIN 3-30479-0

Map 02

Parcel 02

By this Agreement Rick E. Cowser & Beth Ward (hereinafter "Seller"), agrees to sell and Saratoga County, agrees to purchase the real property interest(s) described below required for public right of way purposes only.

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

A permanent easement over 1,151 +/- square feet of real property

Located at 46 North Shore Road, Northville, NY 12134, further described as:

Being a portion of the Seller's lands described in a Warranty Deed dated 6/9/1999, and recorded on 7/8/1999, in Book 01523 of Deeds at Page 00174, in the Office of the County Clerk for Saratoga County, New York and assigned Tax Map No. 80.12-1-40, and being the same lands designated as Parcel 02 on Acquisition Map 02 attached hereto as Exhibit "A" (the "Property").

This project will involve the reconstruction of the CR 4 (North Shore Road) Bridge over Beecher Creek. The bridge is in the Town of Edinburg, Saratoga County, New York. The structure, built in 1937, is a 19-foot-long stone arch that was widened an additional 30-foot with a corrugated metal arch. The corrugated metal arch is founded on concrete footings with flared wingwalls. The steel arch has corrosion along both abutments. The worst area is 15-feet x 8" of severe deterioration of up to 100 section loss. Bolt lines have active areas of section loss and water leakage.

A permanent easement is required to accommodate the new guiderail and the construction activities of the culvert replacement, which includes access for future maintenance to the culvert and guiderail.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

a. None

3. **PURCHASE PRICE.** The total purchase price is \$800.00.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and 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, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

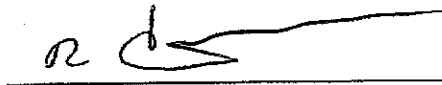
5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple and permanent easement acquisitions, 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.
- ~~7. The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for ONE (1) year. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be N/A. The Buyer shall include a check for the sum of with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.~~
8. **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 grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.
  - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
9. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

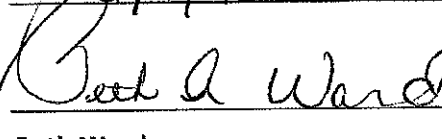
10. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
11. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.
12. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
13. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
14. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 2<sup>nd</sup> day of June, 2023, the parties have entered into this Agreement.

Witness: Adeline D. Bailey

Signature:   
 Print Name: Rick E. Cowser  
 Title: \_\_\_\_\_  
 Date: 6/2/23

Witness: Adeline D. Bailey

Signature:   
 Print Name: Beth Ward  
 Title: \_\_\_\_\_  
 Date: 6/2/23

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

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, Social Security number (SSN), and Employer Identification Number (EIN).

Location and description of property conveyed

Table with 5 columns: Tax map designation - Section, block & lot; SWIS code; Street address; City, town, or village; County. Row 1: 80.12-1-40, 413100, 46 North Shore Road, Edinburg, Saratoga.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field (05/21/2023).

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) describing conditions of conveyance such as fee interest, acquisition of controlling interest, etc.

Table for recording officer's use with columns: Amount received, Date received, Transaction number. Includes sub-rows for Schedule B, Part 1 and Part 2.

**Schedule B – Real estate transfer tax return (Tax Law Article 31)**

**Part 1 – Computation of tax due**

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ..... <input checked="" type="checkbox"/> <b>Exemption claimed</b>	1.	800	00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....	2.		
3	Taxable consideration (subtract line 2 from line 1) .....	3.	800	00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....	4.	0	00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....	5.		
6	Total tax due* (subtract line 5 from line 4) .....	6.	0	00

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

1	Enter amount of consideration for conveyance (from Part 1, line 1) .....	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01)) .....	3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**

**Complete the following only if the interest being transferred is a fee simple interest.**

This is to certify that: *(mark an X in the appropriate box)*

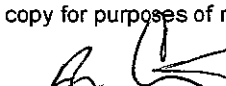
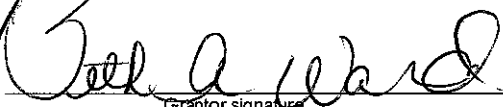
1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a.  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b.  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c.  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d.  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e.  Other *(attach detailed explanation)*.
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a.  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b.  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 Grantor signature	Grantor Title	Grantee signature Title
 Grantor signature	Grantor Title	Grantee signature Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



**Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.


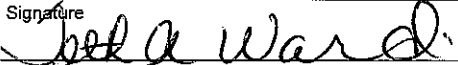
If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Rick E. Cowser	Date 5/21/23
Signature 	Print full name Beth A. Ward	Date 5/21/23
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**COUNTY OF SARATOGA  
COUNTY MUNICIPAL CENTER  
BALLSTON SPA NY 12020**

**VOUCHER**

DEPT. c/o Public Works – Highway

Claimant's Vendor ID#	
Name:	<b>Walter and Susan Fitzgerald</b>
Address:	<b>148 Logan Road Northville, NY 12134</b>

PURCHASE  
ORDER NO.

VOUCHER  
NO.

DO NOT WRITE IN THIS BOX

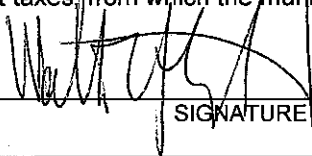
DATE VOUCHER RECEIVED			
FUND APPROPRIATION		AMOUNT	PO NUMBER
		\$600.00	
OPEN \$			
CK	JE		
TOTAL		\$600.00	
Abstract No.			
Vendor's Ref. No.			DP

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/31/2023	1 LS	A permanent easement is required to accommodate the new structure and the construction activities of the culvert replacement, which includes access for future culvert maintenance.  Tax Map: 80.-1-73 PIN: BIN 3-30479-0 CR 4 (North Shore Road) over Beecher Creek Saratoga County	\$600.00	\$600.00
			<b>TOTAL</b>	<b>\$600.00</b>

**CLAIMANT'S CERTIFICATION**

I, **Walter and Susan Fitzgerald**, certify that the above account in the amount of **\$600.00** is true and correct, that the items, services, and disbursements charged were rendered to our for the municipality on the dates stated, that no part has been paid or satisfied, that taxes from which the municipality is exempt, are not included, and the amount claimed is actually due.

5/6/23  
Date

  
SIGNATURE

  
TITLE

**DEPARTMENT APPROVAL**

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

**APPROVAL FOR PAYMENT**

This claim is approved and ordered paid from the appropriations indicated above.

DATE AUTHORIZED COUNTY OFFICIAL

## AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 4 (North Shore Road) over Beecher Creek

PIN: BIN 3-30479-0

Map 01

Parcel 01

By this Agreement **Walter and Susan Fitzgerald** (hereinafter "Seller"), agrees to sell and **Saratoga County**, agrees to purchase the real property interest(s) described below required for public right of way purposes only.

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

A permanent easement over **1,582 +/-** square feet of real property

Located at **1 Military Road, Northville, NY 12134**, further described as:

Being a portion of the Seller's lands described in a Warranty Deed dated **6/30/2021**, and recorded on **9/15/2021**, in **Book 2021 of Deeds at Page 33135**, in the Office of the County Clerk for Saratoga County, New York and assigned **Tax Map No. 80.-1-73**, and being the same lands designated as **Parcel 01** on Acquisition **Map 01** attached hereto as Exhibit "A" (the "Property").

This project will involve the reconstruction of the CR 4 (North Shore Road) Bridge over Beecher Creek. The bridge is in the Town of Edinburg, Saratoga County, New York. The structure, built in 1937, is a 19-foot-long stone arch that was widened an additional 30-feet with a corrugated metal arch. The corrugated metal arch is founded on concrete footings with flared wingwalls. The steel arch has corrosion along both abutments. The worst area is 15-feet x 8" of severe deterioration of up to 100 section loss. Bolt lines have active areas of section loss and water leakage.

A permanent easement is required to accommodate the new structure and the construction activities of the culvert replacement, which includes access for future culvert maintenance.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

a. None

3. **PURCHASE PRICE.** The total purchase price is **\$600.00**.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and 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, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple and permanent easement acquisitions, 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.
- ~~7. *The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for ONE (1) year. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be N/A. The Buyer shall include a check for the sum of with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.*~~
8. **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 grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.
  - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
9. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

10. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. 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.
11. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.
12. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
13. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
14. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 22 day of MAY, 2023, the parties have entered into this Agreement.

Witness: Katherine Fitzgerald

Signature: [Handwritten Signature]

Print Name: Walter Fitzgerald

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

Date: \_\_\_\_\_

Witness: Katherine Fitzgerald

Signature: Susan G. Fitzgerald

Print Name: Susan Fitzgerald

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

Date: \_\_\_\_\_



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

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, Social Security number, and EIN.

Location and description of property conveyed

Table with 5 columns: Tax map designation - Section, block & lot, SWIS code, Street address, City, town, or village, County. Row 1: 80.-1-73, 413000, 1 Military Road, Edinburg, Saratoga.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and date of conveyance (05/09/2023).

Condition of conveyance (mark an X in all that apply)

Form with checkboxes for conditions of conveyance (a. Conveyance of fee interest, b. Acquisition of a controlling interest, etc.).

Table for recording officer's use with columns: Amount received, Date received, Transaction number. Includes sub-rows for Schedule B, Part 1 and Part 2.

**Schedule B – Real estate transfer tax return (Tax Law Article 31)**

**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.	600	00
2.		
3.	600	00
4.	0	00
5.		
6.	0	00

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part 1, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

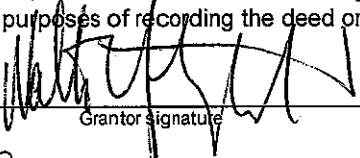
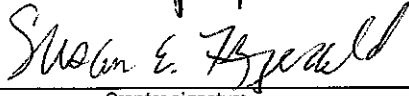
1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	_____ Grantor Title	_____ Grantee signature	_____ Grantee Title
 _____ Grantor signature	_____ Grantor Title	_____ Grantee signature	_____ Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



**Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.


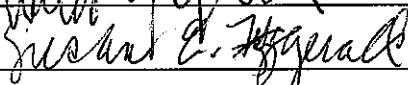
If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Walter C. Fitzgerald	Date 5/9/23
Signature 	Print full name Susan E. Fitzgerald	Date 5/9/23
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



3/21/23

## **SARATOGA COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION 79 - 2023**

**Introduced by Public Works: Supervisors Barrett, Edwards, Lawler, Schopf, Smith, M. Veitch and Wood**

#### **AUTHORIZING PURCHASE AGREEMENTS FOR THE ACQUISITION OF PERMANENT CONSTRUCTION EASEMENTS ASSOCIATED WITH THE COUNTY ROUTE 4 (NORTH SHORE ROAD) CULVERT REPLACEMENT OVER BEECHER CREEK IN THE TOWN OF EDINBURG**

**WHEREAS**, pursuant to Resolution 349-2022, this Board adopted the 2023-2027 Saratoga County Capital Plan which included among its capital projects the replacement of the CR 4 (North Shore Road) over Beecher Creek culvert, in the Town of Edinburg; and

**WHEREAS**, pursuant to Resolution 314-2021, the County retained the services of Greenman-Pedersen, Inc. to provide design and construction administration services related to the replacement of the CR 4 culvert over Beecher Creek; and

**WHEREAS**, Greenman-Pedersen, Inc. has identified two (2) permanent easements that the County needs to acquire from adjoining landowners for the project

**WHEREAS**, the first permanent easement needed is a 1,582 ± sq. ft. easement from Walter and Susan Fitzgerald, the owners of Tax Parcel #80.-1-73, located at 1 Military Road, Town of Northville, the cost of which easement has been established at \$600 per an agreement between the County and said owners; and

**WHEREAS**, the second temporary easement needed is a 1,151 ± sq. ft. easement from Beth Ward and Rick Cowsert, owners of Tax Parcel #80.12-1-40, located at 46 North Shore Road, Town of Northville, the cost of which easement has been established at \$800 per the agreement between the County and said owners; and

**WHEREAS**, our Public Works Committee and the County's Commissioner of Public Works have recommended that the County enter into a purchase agreement with: 1) Walter and Susan Fitzgerald for the acquisition of a 1,582 ± sq. ft. permanent easement across a portion of Tax Parcel #80.-1-73, at a cost of \$600; and 2) Beth Ward and Rick Cowsert for the acquisition of a 1,151 ± sq. ft. permanent easement across a portion of Tax Parcel #80.12-1-40, at a cost of \$800; now, therefore, be it

**RESOLVED**, that the Chair of the Board is hereby authorized to execute purchase agreements with: 1) Walter and Susan Fitzgerald for the acquisition of a 1,582 ± sq. ft.

permanent easement across a portion of Tax Parcel #80.-1-73, at a cost of \$600; and 2) Beth Ward and Rick Cowsert for the acquisition of a 1,151 ± sq. ft. permanent easement across a portion of Tax Parcel #80.12-1-40, at a cost of \$800; and

**RESOLVED**, that the form and content of said purchase agreements shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Tracy Goodson, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Department of Public Works

**DATE:** 6/20/23

**COMMITTEE:** Public Works

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing the acceptance of ownership of Luther Forest Boulevard in the Town of Stillwater and authorizing an agreement with the Town of Stillwater and Globalfoundries Innovation, LLC related to future maintenance of the road and all off-road areas, infrastructure and facilities.

3. Specific Details on what the resolution will authorize:

Authorizing the acceptance of ownership of Luther Forest Boulevard in the Town of Stillwater and authorizing an agreement with the Town of Stillwater and Globalfoundries Innovation, LLC related to future maintenance of the road and all off-road areas, infrastructure and facilities.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO
- a. Source of grant funding:
  - b. Agency granting funds:
  - c. Amount of grant:
  - d. Purpose grant will be used for:
  - e. Equipment and/or services being purchased with the grant:
  - f. Time period grant covers:
  - g. Amount of county matching funds:
  - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Stillwater executed agreement

10. Remarks:

Example Resolution: 217 of 2015

## AGREEMENT

THIS AGREEMENT dated as of May \_\_\_\_\_, 2023 is by and between

**GLOBALFOUNDRIES Innovation LLC**, a Delaware limited liability company having its principal office at 400 Stonebreak Road Extension, Malta, New York 12020; and

**The Town of Stillwater, New York**, (the “Town”) a municipal corporation duly organized and existing under the laws of the State of New York with its principal office at 881 Hudson Ave., Stillwater, NY 12170; and

**The County of Saratoga, New York**, (the County”) a municipal corporation duly organized and existing under the laws of the State of New York, with its principal office at 30 McMaster Street, Ballston Spa, New Your 12020.

### WITNESSETH:

WHEREAS, GFI is the owner in fee of land located in the Towns of Malta and Stillwater commonly known and referred to as the Luther Forest Technology Campus (the “Technology Campus”); and

WHEREAS, GFI, or its affiliated companies, have obtained, in furtherance of its corporate purpose, certain approvals to develop the Technology Campus, including approval of the Luther Forest Technology Campus Planned Development District (the “PDD”) pursuant to Town of Stillwater Local Law Number 4 of 2004, as the same has from time-to-time been amended; and

WHEREAS, the PDD required all roads, drainage facilities, easements and rights-of-way to be constructed in conformance with Town standards and in conformance with site plans as submitted and approved by Town of Stillwater Planning Board; and

WHEREAS the PDD required that management of common areas (e.g., non-development areas, roadways, paths) on the Stillwater side of the Technology Campus shall be the sole responsibility of the single owner of land within the PDD or Land Owner’s Association; and

WHEREAS, the Town acknowledged that it was essential to the economic growth of the Town, the County and the State of New York and necessary for the well being of its people that certain transportation improvements be undertaken by the Town in relation to the development of the Technology Campus (the “Project”), including the design, construction and maintenance of certain interior roads, as set forth in the Project Manual for “Luther Forest Technology Campus Site Roadways Project” and associated contract documents (collectively the “Contract Documents”) in connection therewith (the “Interior Roads”) together with drainage, utility, lighting, landscaping and related facilities and amenities; and



WHEREAS, the Town acted as the sponsor of the Interior Roads construction project including the 2015 connector road (the Interior Roads and the 2015 connector road being hereinafter called the “Roads”), and in said capacity hired contractors and consultants for construction of the Roads and certain associated utilities and thereafter owned and maintained the Roads for the benefit of the public at large and the Technology Campus; and

WHEREAS, although the Town agreed to act as the sponsor for the construction of the Roads upon certain conditions, GFI and its affiliates continue to participate in the overall development of the Technology Campus and to own real property within the Technology Campus and consequently are required by the PDD to provide maintenance of the infrastructure and amenities outside of the paved road surface including, but not limited to, paths, drainage facilities, utility facilities, lighting, landscaping and related amenities; and

WHEREAS, the Town and the County have authorized the transfer of the portion of Luther Forest Boulevard and Luther Forest Boulevard Extension as depicted on the map entitled “LFTC Site Roads Maintenance Jurisdiction Plan” annexed hereto as **Exhibit A** (the “Transferred Roads”) and related appurtenances, exclusive of any wetlands mitigation areas, from the Town to the County, subject to an agreement requiring GFI to maintain, repair and replace all non-standard features and areas spanning from the paved shoulder of each Transferred Road to a distance of eight (8) feet from the said paved shoulder of each Transferred Road as such area is further described in Exhibit “A” (the “Maintenance Area”);

NOW THEREFORE, the Town, County and GFI agree as follows:

1. **CONVEYANCE BY TOWN.** The Town shall convey to the County in fee, in a form reasonably acceptable to the County Attorney, free of all liens and encumbrances, good and marketable title to the lands and interests in the real property that comprise the Transferred Roads, exclusive of the wetland mitigation areas, and all appurtenances set forth in the Maintenance Area.
2. **CONTINUING OBLIGATIONS OF GFI.** Subsequent to the conveyance of the Transferred Roads by the Town to the County, GFI, as the landowner, shall remain responsible for:
  - a. Continued compliance with any governmental permits and approvals obtained in relation to the development of the Transferred Roads. GFI herein confirms that it will further be responsible for the payment of all costs associated with obtaining the permits such as application fees, and expert/consultant fees, and for satisfying and complying with all conditions imposed under such permits as issued by the issuing Agency and GFI will indemnify the Town and County from liability for same, including but not limited to, litigation costs and attorneys’ fees.
  - b. In accordance with a separate agreement to be executed by the County and GFI, GFI shall be responsible for maintaining, repairing and replacing those features of the Maintenance Area that would be deemed “non-standard” by current policies and

procedures of the Saratoga County Department of Public Works. Such non-standard features include, but are not limited to, the following: curbs; medians; landscaping; signs and lights within medians; wetland mitigation areas; stormwater treatment areas; sidewalks; multi-use paths; roundabout splitter islands; bike trails; lawns maintenance; tree and shrub care; shoulder sections and areas beyond eight (8) feet from the paved shoulder of the Transferred Roads; and open stormwater drainage systems.

- c. GFI shall be responsible for the payment of all utility accounts established for streetlights and traffic signals located within the Transferred Roads. GFI shall transfer all such utility accounts into its own name. In the event any utility provider will not allow the transfer of its account into GFI's name, the County shall bill GFI for such utility service and GFI shall pay all such utility bills within twenty (20) days of GFI's receipt of same.

3. **CONDITIONS TO ACCEPTANCE OF CONVEYANCE.** As a condition to acceptance of the deeds and instruments of conveyance for the Transferred Roads to the County by the Town, the Town and GFI shall deliver to the County, in forms reasonably acceptable to the County Attorney:

- a. Title search report for the Transferred Roads to be conveyed.
- b. Transfer of utility accounts established for street lights and traffic signals from the Town to GFI or, in the event the utility provider will not permit such transfer to GFI, to the County.
- c. Execution of an agreement between GFI and the County to maintain, repair and replace all non-standard features and areas beyond eight feet from the paved shoulder of the Transferred Roads to be conveyed as referenced in Paragraph 2b herein.

4. **REPRESENTATIONS OF GFI, THE TOWN AND THE COUNTY.** GFI, the Town and the County represent and warrant to one another as follows:

- a. **AUTHORITY.** GFI, the Town and the County each has full right, power and authority to make, execute, deliver and perform this Agreement, and, the Town has the authority to convey and the County has the authority to accept the Transferred Roads in accordance with the terms and provisions of this Agreement. This Agreement when executed and delivered by GFI, the Town, and the County will constitute a valid and binding agreement of GFI, enforceable against GFI in accordance with the terms hereof.
- b. **NO ACTIONS.** There are no actions or proceedings instituted, pending or, to the best of GFI's, the Town's, or the County's knowledge, threatened before any court, administrative agency or arbitrator against GFI, the Town, the County or the Transferred Roads, or adversely affecting the right, title or interest of the Town in or to the Transferred Roads, or relating to GFI's, the Town's or the County's execution and performance of this Agreement. From and after the date of this Agreement, GFI, the Town and the County shall promptly give the other party written notice of the

commencement of any lawsuit, the discovery of any other pending lawsuit or any claim which threatens the commencement of a lawsuit to the extent that any such lawsuit or claim relates to or adversely affects the right, title and interest of GFI, the Town or the County in and to the Transferred Roads.

c. **NO MECHANIC'S LIENS.** All bills and claims for labor or services performed or materials furnished to or for the benefit of the Transferred Roads for the period prior to the date of conveyance have been (or prior to the date of conveyance will be) paid in full and there are (and will on the date of conveyance be) no mechanic's liens or materialmen's liens (whether or not perfected) on or affecting the Transferred Roads. If any bill or claim or a lien for the Transferred Roads is filed for materials or services performed for or on GFI or the Town with respect to the Transferred Roads prior to Closing, GFI or the Town will cause the same to be fully bonded or discharged within 15 days following written notice. GFI or the Town shall similarly be obligated to insure that no bill or claim or lien is placed against the Transferred Roads after Closing with respect to the fulfillment of its post-closing obligations herein and GFI or the Town will cause the same to be fully bonded or discharged within 15 days following written notice.

d. **OTHER REQUIRMENTS.** There are no consents required to consummate the transactions contemplated hereunder which must be obtained from third parties for this transaction to be validly completed.

## **5. DEFAULT; REMEDIES; INDEMNIFICATIONS.**

(a) **DEFAULT.** If any of GFI, the Town or the County shall breach any of the terms, covenants and conditions of this Agreement, any of the non-defaulting parties may, at such party's option, exercise any right or remedy at law or elsewhere (including, without limitation, specific performance).

(b) **INDEMNIFICATION.** Each party agrees to indemnify, defend and hold the others harmless from and against: (i) any loss, liability or damage suffered or incurred by any party because any representation or warranty contained in this Agreement, or in any document furnished to such party in connection with this Agreement or Closing hereunder, shall be false or misleading in any material respect provided, however, that each party shall only be responsible for actual, direct damages arising from such misrepresentation and no party shall have any liability or responsibility for consequential damages; (ii) any loss, liability or damage suffered or incurred by any party because of the breach of any covenant or agreement on the part of another party under this Agreement, provided, however, that (a) each party shall only be responsible for actual, direct damages arising from such breach and no party shall have any liability or responsibility for consequential damages and (b) such indemnification shall be limited to any actions arising out of this Agreement whether in connection with the Project, the Transferred Roads, or otherwise; and (iii) all reasonable costs and expenses (including reasonable attorney's fees and court costs) incurred by the non-defaulting party(ies) in connection with any action, suit, proceeding, demand,

assessment or judgment relating to any of the matters indemnified against in this Paragraph 5.

6. **APPLICABLE LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action brought under this Agreement, or to interpret the terms of this Agreement, shall be brought in New York State Supreme Court, Saratoga County.
7. **ENTIRE AGREEMENT; AUTHORITY.** This Agreement and the documents incorporated herein by reference shall constitute the entire agreement between the parties hereto relating to the conveyance of the Transferred Roads and supersedes all prior or other agreements and representations in connection with such conveyance, and shall not be modified except by an instrument, in writing, signed by the parties hereto. There are no representations, warranties or conditions other than those expressly set forth herein. All warranties and representations contained herein shall survive the conveyance. Each signatory represents and warrants that it has the full power and authority to bind the party for which it is signing this Agreement.
8. **FUTURE TOWN ROADS.** For any future roads to be built or lands not conveyed to the County on the Stillwater side of the Technology Campus, GFI shall be responsible for obtaining approval for all work under utility work agreements and for satisfying and complying with all conditions imposed under such utility work agreements, and GFI will indemnify the Town from liability for same, including but not limited to, litigation costs and reasonable attorneys' fees and for negotiating and obtaining executed agreements for the funding of future use conduit for cable and communications facilities including but not limited to telephone, and for satisfying and complying with all conditions imposed under such agreements, and GFI will indemnify the Town from liability for same, including but not limited to, litigation costs and reasonable attorneys' fees. Nothing herein shall obligate the Town to construct any roads or other improvements within the PDD.
9. **SURVIVAL.** This Agreement and all obligations of the parties hereunder shall survive any conveyance of title as contemplated herein and upon such conveyance, there shall be no merger of the terms or requirements and obligations with any instrument of conveyance and the same shall continue to bind the parties hereto until all such provisions have been complied with fully and completely.
10. **SEVERABILITY.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will agree upon a suitable replacement provision.

11. **CERTAIN DEFINED TERMS.** Any terms used herein and not defined shall have the same meanings given them in the “Luther Forest Technology Campus Site Roadways Project” Project Manual and associated Contract Documents.
12. **COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the effect of a signed original. This Agreement shall be deemed to have been fully executed when each of the parties hereto have executed and exchanged counterparts thereof, which may be accomplished by facsimile, electronic mail or in person in accordance with the conveniences of the parties. Executed photocopies of this Agreement, by way of counterparts or otherwise, shall be as binding as the original.

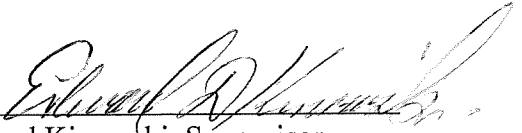
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

**GLOBALFOUNDRIES Innovation LLC**

**Town of Stillwater**

By: \_\_\_\_\_  
Brendan Chudy, Authorized Signatory

By:   
Edward Kinowski, Supervisor  
Per Resolution:

**The County of Saratoga**

By: \_\_\_\_\_  
Chairman  
Saratoga County Board of Supervisors  
Per Resolution:

**Approved as to Form and Content:**

\_\_\_\_\_  
Saratoga County Attorney