



## Public Works Committee

Tuesday, April 2, 2024 3:30PM  
40 McMaster Street, Ballston Spa, NY

**Chair:** Kevin Veitch

**Members:** Dave Ball, Eric Connolly, Diana Edwards, Jesse Fish,  
Joe Grasso, Michele Madigan

### Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the March 5, 2024 meeting
- III. Amending Resolution 266 of 2023 to revise the implementation of funding amount from \$3,100 to \$6,257 and amending the 2024 budget in relation thereto - Chad Cooke, Public Works
- IV. Authorizing the acquisition of real property interests by means of proceedings pursuant to Eminent Domain Procedure Law, Article 4, in connection with the Coons Crossing Road over Anthony Kill bridge replacement project (P.I.N. 1761.78; SA317) in the Towns of Halfmoon and Stillwater, County of Saratoga, State of New York – Chad Cooke, Public Works
- V. Authorizing purchase agreements for the acquisition of fee parcels and temporary construction easements associated with the Spier Falls Road (CR-24) culvert replacement over a tributary to the Hudson River in the Town of Corinth – Chad Cooke, Public Works
- VI. Other Business
- VII. Adjournment



# SARATOGA COUNTY AGENDA ITEM REQUEST

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

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

**DEPARTMENT:** Department of Public Works

**DATE:** 3/25/24

**COMMITTEE:** Public Works

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Amending Resolution 266 of 2023 to revise the implementation of funding amount from \$3,100 to \$6,257 and amending the 2024 budget in relation thereto.

3. Specific Details on what the resolution will authorize:

Amending Resolution 266 of 2023 to revise the implementation of funding amount from \$3,100 to \$6,257 and amending the 2024 budget in relation thereto.

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 Yes

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

Revenue

Account Number	Account Name	Amount
D.50-3590	State Aid	\$474
D.50-4590	Federal Aid	\$2,525
D.50-5031	Transfer from General Fund	\$158

Expense

Account Number	Account Name	Amount
A.90.920-9900.D	Transfer to County Road Fund	\$158
D.50.510-8130	Architects/Engineers	\$3,157

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

Decrease A-0599.B Appropriated Fund Balance-Budgetary

Amount: \$158

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

Other

- a. G/L line impacted **see above**
- b. Budget year impacted **2024**
- c. Details

The Budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by \$158.

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 the awarding of a contract:  Y  N

Purchasing Office Consulted

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:

Human Resources Consulted

8. Is a grant being accepted:  YES or  NO

- a. Source of grant funding:  
Federal
- b. Agency granting funds:  
FHWA (2,525)/NYSDOT (\$474)
- c. Amount of grant:  
FHWA (2,525)/NYSDOT (\$474)
- d. Purpose grant will be used for:  
ROW
- e. Equipment and/or services being purchased with the grant:  
N/A
- f. Time period grant covers:  
30 months
- g. Amount of county matching funds:  
\$158
- h. Administrative fee to County:  
N/A

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 \_\_\_\_\_

10. Remarks:

Note that the budget amendment is for the difference between the new amount (\$6,257) and the amount from the original resolution (\$3,100) as the original budget amount was already re-appropriated into the 2024 budget.



# BOARD OF SUPERVISORS

10/17/2023

## RESOLUTION 266 - 2023

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

**AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE OF 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE, AND AMENDING THE 2023 2024 COUNTY BUDGET IN RELATION THERETO**

**WHEREAS**, Lasher Road Bridge over the Mourning Kill Replacement, BIN 3304700, Town of Ballston, Saratoga County, PIN 1761.79, (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds.

**WHEREAS**, the County of Saratoga desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional Right-of-Way (ROW) Incidentals/Acquisition work;

**NOW, THEREFORE**, the Saratoga County Board of Supervisors duly convened does hereby

**RESOLVED**, that the Saratoga County Board of Supervisors hereby approves the above-subject Project; and it is hereby further

**RESOLVED**, that the Saratoga County Board of Supervisors hereby authorizes the County of Saratoga to pay in the first instance 100% of the federal and non-federal share of the cost of additional ROW Incidentals/Acquisition work for the Project or portions thereof; and it is further

**RESOLVED**, that the sum of \$139,419 has previously been appropriated from the County's Highway Fund and made available to cover the cost of participation in the Design and ROW Incidentals/Acquisition phase of the Project; and, it is further

**RESOLVED**, that the additional sum of ~~\$3,100~~ \$6,257 is hereby appropriated from the County's Highway Fund and made available to cover the cost of participation in the above phases of the Project; and, it is further

**RESOLVED**, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Saratoga County Board of Supervisors shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

**RESOLVED**, that the Chairman of the Saratoga County Board of Supervisors be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Saratoga with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

**RESOLVED**, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

**RESOLVED**, this Resolution shall take effect immediately; and, it is further

**RESOLVED**, that the ~~2023~~ 2024 County Budget is amended as follows:

UNDER PUBLIC WORKS

Decrease Fund Balance

A-0599.B	Appropriated Fund Bal. Budgetary	<del>\$155</del> \$158
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Increase Appropriations:

A.90.920-9900.D	Transfer to County Road Fund	<del>\$155</del> \$158
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COUNTY ROAD

Increase Revenue

D.50-3590	State Aid – Transportation	<del>\$465</del> \$474
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D.50-4590	Federal Aid – Transportation	<del>\$2,480</del> \$2,525
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D.50-5031	Transfer from General Fund	<del>\$155</del> \$158
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Increase Appropriations:

D.50.510-8130	Architects/Engineers	<del>\$3,100</del> \$3,157
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; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

**BUDGET IMPACT STATEMENT:** The Budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by ~~\$155~~ \$158.

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYS DOT/ State-Local Agreement - Schedule A for PIN 1761.79**

<b>OSC Contract #:</b> <u>D040412</u>	<b>Contract Start Date:</b> <u>2/10/2022</u> (mm/dd/yyyy) <b>Contract End Date:</b> <u>2/10/2032</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
<b>Purpose:</b> <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1	
<b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): County of Saratoga Other Municipality/Sponsor (if applicable): <hr/> <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
<b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
<b>Work Type:</b> BR REPLACE	<b>County (If different from Municipality):</b>
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
<b>Project Description:</b> Lasher Rd Bridge over Mourning Kill Replacement, BIN 3304700, Town of Ballston	
<b>Marchiselli Eligible</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>A. Summary of Participating Costs FOR ALL PHASES</b> <small>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</small>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1761.79.121	Current	STP (80%)	\$132,253.00	\$105,802.00	\$19,838.00	\$6613.00	\$0.00
	Old		\$132,253.00	\$105,802.00	\$0.00	\$26,451.00	\$0.00
1761.79.221	Current	STP (80%)	\$11,124.00	\$8,899.00	\$1,669.00	\$556.00	\$0.00
	Old		\$4,867.00	\$3,894.00	\$0.00	\$973.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$143,377.00	\$114,701.00	\$21,507.00	\$7,169.00	\$ 0.00



**NYSDOT/State-Local Agreement – Schedule A    PIN 1761.79**

<b>B. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$114,701.00	\$21,507.00	\$7,169.00	\$143,377.00
		<b>Total FEDERAL Cost</b>	\$114,701.00
		<b>Total STATE Cost</b>	\$21,507.00
<b>SFS TOTAL CONTRACT AMOUNT</b>			<b>\$136,208.00</b>

<b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Josephine Carrasquillo</u> Phone No: <u>518-242-5074</u>
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*See Agreement (or Supplemental Agreement Cover) for required contract signatures.*

**Footnotes (FN):** (See [LPB's](#) SharePoint for link to sample footnotes)

- This SA#1 Agreement adds to ROW phase to the project. ROW Acquisition = \$6257.00. Adds approved Marcheselli funds.
- This Master Agreement adds the Design and ROW Incidentals phases to the project. Preliminary Design = \$72,884.00, Detailed Design = \$59,369.00. ROW Incidentals = \$4,867.00.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State's Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project or phase hereunder will be authorized or available in the future. If the Project (and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYSDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a supplemental agreement providing such Marchiselli aid. Only then would Marchiselli aid be available to the affected Project and phase.
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# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, 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  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Department of Public Works

**DATE:** 3/25/24

**COMMITTEE:** Public Works

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

AUTHORIZE THE ACQUISITION OF REAL PROPERTY INTERESTS BY MEANS OF PROCEEDINGS PURSUANT TO EMINENT DOMAIN PROCEDURE LAW, ARTICLE 4, IN CONNECTION WITH THE COONS CROSSING ROAD OVER ANTHONY KILL BRIDGE REPLACEMENT PROJECT (P.I.N. 1761.78; SA317) IN THE TOWNS OF HALFMOON AND STILLWATER, COUNTY OF SARATOGA, STATE OF NEW YORK.

3. Specific Details on what the resolution will authorize:

AUTHORIZE THE ACQUISITION OF REAL PROPERTY INTERESTS BY MEANS OF PROCEEDINGS PURSUANT TO EMINENT DOMAIN PROCEDURE LAW, ARTICLE 4, IN CONNECTION WITH THE COONS CROSSING ROAD OVER ANTHONY KILL BRIDGE REPLACEMENT PROJECT (P.I.N. 1761.78; SA317) IN THE TOWNS OF HALFMOON AND STILLWATER, COUNTY OF SARATOGA, STATE OF NEW YORK.

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 **No**

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

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
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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

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

Purchasing Office Consulted

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:

Human Resources 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 draft resolution attached

10. Remarks:

**AUTHORIZE THE ACQUISITION OF REAL PROPERTY INTERESTS BY MEANS OF PROCEEDINGS PURSUANT TO EMINENT DOMAIN PROCEDURE LAW, ARTICLE 4, IN CONNECTION WITH THE COONS CROSSING ROAD OVER ANTHONY KLL BRIDGE REPLACEMENT PROJECT (P.I.N. 1761.78; SA317) IN THE TOWNS OF HALFMOON AND STILLWATER, COUNTY OF SARATOGA, STATE OF NEW YORK.**

**WHEREAS**, the County of Saratoga (“County”) owns and is responsible for the maintenance and repair of the bridge (B.I.N. 2202750) (“Bridge”) that carries Coons Crossing Road over the Anthony Kill in the Towns of Halfmoon and Stillwater, Saratoga County, New York; and

**WHEREAS**, the Bridge is a 31-foot long, single span, pressed concrete box beam bridge with a concrete deck on concrete abutments supported on spread footings, and carries Coons Crossing Road over the Anthony Kill; and

**WHEREAS**, the Bridge is narrower than the approach roadway on both sides, and the existing roadway alignment is skewed at the southern approach, causing safety concerns; and

**WHEREAS**, the structure of the Bridge and its abutments is fair to good, with the concrete deck having a full length longitudinal crack and both abutments having significant concrete spalls; and

**WHEREAS**, the Anthony Kill approaches the Bridge at a 45 degree skew, and there is significant scour on the left bank, exposing tree roots and raw embankment material; and

**WHEREAS**, hydraulic and hydrologic analyses revealed that the Bridge does not meet NYSDOT bridge 2-ft. freeboard requirement for a 50-year or 100-year storm; and

**WHEREAS**, due to the hydraulic vulnerability, inadequate width and deteriorated condition of the Bridge and the skewed roadway alignment, the County is proposing to replace the Bridge with a new structure consisting of a new, 45 foot span superstructure comprised of new beams with a composite concrete deck and supported on a cast-in-place concrete integral abutment founded on a single row of piles (P.I.N. 1761.78) (“Project”); and

**WHEREAS**, the purpose of the Project is to restore the structural condition of the bridge carrying Coons Crossing Road across the Anthony Kill; and

**WHEREAS**, the objectives of the Project are to: restore the bridge condition rating to 5 or greater for at least 75 years using cost effective techniques to minimize the life cycle cost of maintenance and repair; and improve the hydraulic opening, reduce scour vulnerability and reduce the likelihood that the bridge and adjoining roadway will flood; and

**WHEREAS**, the acquisition of fee and temporary easement interests in adjoining parcels of real property are required for the Project to accomplish the bridge replacement and provide for construction access; and

**WHEREAS**, in order to accomplish the Project, it is necessary for the County to acquire, among other things, a fee interest and two (2) temporary easement interests in, to, on, over and through portions of Tax Map Parcel ID No. 251.00-1-10 ("Sullivan Parcel"); and

**WHEREAS**, the areas of the temporary easement interests sought in a portion of the Sullivan Parcel are approximately 441 square feet and 766 square feet, respectively; and

**WHEREAS**, the purpose of acquiring the temporary easement interests in portions of the Sullivan Parcel is to allow for access for the demolition and replacement of the Bridge; and

**WHEREAS**, as part of the Project, the areas of the temporary easement interests will be restored; and

**WHEREAS**, the fee interest that the County seeks to acquire in and to a portion of the Sullivan Parcel is an approximately 427 square feet, strip parcel situated immediately adjacent to the eastern highway boundary of Coons Crossing Road; and

**WHEREAS**, the purpose of acquiring fee interest in and to a portion of the Sullivan Parcel is for use in the construction of the new, wider bridge; and

**WHEREAS**, in accordance with the provisions of Article 3 of the EDPL and the Uniform Act and its implementing regulations, the County caused to be appraised the aforementioned real property interests sought to be acquired in, to, on, over and through portions of the Sullivan Parcel, and thereafter established an amount which the County believes represents just compensation for such real property interests; and

**WHEREAS**, the County has conveyed to the joint owners of the Sullivan Parcel, a written offer to purchase the aforementioned real property interests for 100% of the County's highest approved appraised values for such real property interests; however, not all of the owners of the Sullivan Parcel have accepted the County's offer, and the offer now is deemed rejected; and

**WHEREAS**, because the County is not able to acquire by purchase the aforementioned real property interests in, to on, over and through portions of the Sullivan Parcel, the County must acquire such real property interests by means of its exercise of the right of eminent domain in order to accomplish the Project; and

**WHEREAS**, in order to acquire the aforementioned real property interests by means of eminent domain, the County must comply with the provisions of the New York Eminent Domain Procedure Law (“EDPL”); and

**WHEREAS**, EDPL Article 2 requires, as a condition precedent to acquiring title by means of an EDPL Article 4 proceeding, that the County conduct a public hearing to inform the public and to review the public use to be served by the proposed project and the impact on the environment and residents of the locality where the proposed project will be constructed unless such project is exempt from the EDPL Article 2 hearing requirements in accordance with EDPL Section 206; and

**WHEREAS**, EDPL §206 (A) provides that the County is exempt from compliance with the provisions of the EDPL Article 2 hearing requirements when, pursuant to other state, federal, or local law or regulation, it considers and submits factors similar to those enumerated in Article 2, subdivision (B) of section 204, to a state, federal, or local government agency, board, or commission before proceeding with the acquisition and obtains a license, a permit, a certificate of public convenience or necessity, or other similar approval from such agency, board, or commission; and

**WHEREAS**, the factors enumerated in EDPL Section 204 (B) are as follows:

- 1) the public use, benefit or purpose to be served by the proposed public project;
- (2) the approximate location for the proposed public project and the reasons for the selection of that location;
- (3) the general effect of the proposed project on the environment and residents of the locality;
- (4) such other factors as it considers relevant; and

**WHEREAS**, the Project is being funded, in part, by the Federal government with funds administered by the Federal Highway Administration (“FHWA”); and

**WHEREAS**, because of the Federal funding involved, the Project is subject to compliance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (“Uniform Act”); and



**WHEREAS**, the Project is being progressed by the County, with oversight by the New York State Department of Transportation (“NYSDOT”) and in close coordination with the FHWA, in accordance with the requirements of the NYSDOT “Procedures for Locally Administered Federal Aid Projects” manual, Project Development Manual and other applicable NYSDOT documents; and

**WHEREAS**, in order to progress to the Project through the project design phase, it was necessary for the County to obtain from NYSDOT and FHWA approval that the County has satisfied the requirements of the NYSDOT “Procedures for Locally Administered Federal Aid Projects” manual and other applicable NYSDOT documents, as well as Federal laws and regulations; and

**WHEREAS**, the County, in conjunction with its consultant, completed a Final Project Scoping Report/Final Design Report (“Final Design Report”) for the Project in June, 2022, and submitted the Final Design Report to FHWA and NYSDOT for approval; and

**WHEREAS**, the Final Design Report for the Project clearly sets forth the public use, benefit or purpose to be served by the Project, the approximate location for the Project, the reasons for the selection of that location and other information relative to the Project; and

**WHEREAS**, in the course of progressing the design of the Project, and as is more fully set forth in the Final Design Report, the County examined and considered the social, economic and environmental consequences of the Project and activities associated with the Project, including its impacts on: local residents; other affected populations; school districts; recreation areas; places of worship; businesses; police, fire and ambulance services; highway, traffic and overall public safety and health; social groups; regional and local economies and business districts; surface waters; water source quality; general ecology; wildlife; historic and cultural resources; farmlands; and visual resources; and

**WHEREAS**, the County submitted the Final Design Report to NYSDOT and FHWA for their concurrence and approvals, following which both FHWA and NYSDOT completed a review of the Final Design Report and approved the County’s preferred alternative; and

**WHEREAS**, FHWA and NYSDOT completed a review of the Final Design Report, and FHWA has provided preliminary project approval to the County and issued Design Approval and an Authorization to Proceed With ROW Acquisition, meaning that Federal funding for those activities has been authorized; and

**WHEREAS**, Federal and State requirements for projects such as the Project include a mandate that the County undertake the action and satisfy the requirements of

the National Environmental Policy Act (“NEPA”) as a condition precedent to the issuance of Final Design Approval and Right-of-Way Authorization for the Project; and

**WHEREAS**, in satisfaction of its obligations under NEPA and FHWA regulations, the Project is being progressed in conjunction with NYSDOT and FHWA as a Class II Action (Categorical Exclusion) because the Project will not induce significant environmental impacts, and it meets the conditions and criteria for a NEPA Class II Categorical Exclusion in accordance with 23 CFR 771.117; and

**WHEREAS**, NYSDOT, on behalf of FHWA, has determined that the Project will not cause significant environmental impacts, and it meets the conditions and criteria for a NEPA Categorical Exclusion; and

**WHEREAS**, the County has satisfied the requirements of 23 CFR 771.129 in regard to the evaluation of the Project under NEPA; and

**WHEREAS**, in accordance with 6 NYCRR Part 617.5, the County has determined that the Project is a SEQRA Type II Action per 6 NYCRR Part 617.5(c)(2), as it involves the “replacement rehabilitation or reconstruction of a structure or facility, in kind, on the same site”, as a consequence of which no further SEQRA processing is required; and

**WHEREAS**, in order to accomplish the Project, the County will have to obtain from the New York State Department of Environmental Conservation (“NYSDEC”) an Article 15 Protection of Waters Permit, an Article 24 Freshwater Wetland Permit and Water Quality Certification, as well as an Army Corps of Engineers Nationwide Permit #3; and

**WHEREAS**, the Federal and State statutory and regulatory structures relating to Federal Aid Transportation Projects require the examination and consideration of land-air-water environmental, social, economic, historic and cultural factors as a condition of approving a project such as the Project to progress to Final Design and Right-of-Way acquisition phases; and

**WHEREAS**, in light of the several written approvals of FHWA and NYSDOT following the County’s consideration and submission to those agencies of factors similar to those set forth in EDPL §204 (B), as required by Federal statute, FHWA regulations and NYSDOT statutes, regulations and policies, the County has satisfied the criteria set forth in EDPL §206 (A) and, therefore, is exempt from the requirement to hold an EDPL Article 2 hearing; and

**WHEREAS**, EDPL §206 (D) provides that the County is exempt from compliance with the hearing and determination and findings requirements of EDPL Article 2 “when in the opinion of the [County] the acquisition is de minimis in nature so that the public

interest will not be prejudiced by the construction of the project or because of an emergency situation the public interest will be endangered by any delay caused by the public hearing requirement in this article”; and

**WHEREAS**, the portions of the Sullivan Parcel in which the County seeks to acquire real property interests are small in area; and

**WHEREAS**, the Project and the nature and extent of the County’s acquisition of the aforementioned real property interests in, to, on, over and through portions of the Sullivan Parcel are di minimis in nature such that the public interest will not be prejudiced by the construction of the Project.

**NOW, THEREFORE**, it is hereby

**RESOLVED**, that the Board of Supervisors of the County of Saratoga has considered all relevant information pertaining to the proposed Coons Crossing Over the Anthony Kill Replacement Project and has determined the project development process implemented by the County, as well as the approvals necessarily obtained from FHWA and NYSDOT and the nature and extend to the proposed acquisitions of real property interests, qualify the County and the Project for exemptions from the hearing requirements of EDPL Article 2, pursuant to EDPL Section 206 (A) and (D); and it is further

**RESOLVED**, the County hereby authorizes and directs the Commissioner of the Saratoga County Department of Public Works, or his designee, to take such steps and perform such acts as are necessary for the County to acquire the real property right-of-way interests in, to, on, over and through portions of the Sullivan Parcel, as may be necessary to accomplish the Project, including acquisition by exercise of the right of eminent domain in accordance with the provisions of the EDPL.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.



# SARATOGA COUNTY AGENDA ITEM REQUEST

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
George Conway, 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  
Audra Hedden, County Administrator's Office  
Samantha Kupferman, County Attorney's Office

**DEPARTMENT:** Department of Public Works

**DATE:** 3/25/24

**COMMITTEE:** Public Works

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing purchase agreements for the acquisition of fee parcels and temporary construction easements associated with the Spier Falls Road (CR-24) culvert replacement over a Tributary to the Hudson River in the Town of Corinth.

3. Specific Details on what the resolution will authorize:

Offers:

Erie Boulevard Hydropower LP

Fee Parcel: \$700

Temp. Easement: \$300

Clothier property

Fee Parcel: \$200

Temp. Easement: \$500

Carter property

Fee Parcel: \$200

Temp. Easement: \$500

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 Yes

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. Funds are included in the Department Budget

- G/L line impacted D.50.510-8130
- Budget year impacted 2024
- 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 the awarding of a contract:  Y  N

Purchasing Office Consulted

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:

Human Resources 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 offers

10. Remarks:

Precedent Resolutions: 115 and 116 of 2022

Note that this project is a CulvertNY project and has capped funding of \$997,600 which was accepted previously in 2022. Right-of-way costs were estimated and included as part of this capped project amount.



87 Genesee Street  
P.O. Box 130  
Avon, New York 14414  
Tel: (585) 226-6702  
Fax: (585) 226-8067

December 28, 2023

**VIA USPS 2<sup>nd</sup> DAY PRIORITY MAIL 9505 5109 6801 3362 2802 58**

Erie Boulevard Hydropower LP  
125 E Jefferson Street  
Syracuse, New York 13202

Re: PIN 1762.06 - CR 24 Culvert over Tributary to the Hudson River Project  
Map No.(s) 01 & 02, Tax ID No. 88.0-1-15.231  
Town of Corinth, County of Saratoga, New York

Dear Property Owner:

As previously discussed, this is an offer from the Saratoga County Department of Public Works to purchase a FEE Interest and Temporary Easement on your property. This FEE Interest and Temporary Easement are deemed necessary to complete the CR 24 Culvert over Tributary to the Hudson River in the Town of Corinth.

Enclosed for your review are the following documents:

- Offer Letter from Saratoga County Department of Public Works;
- Purchase Agreement with Exhibit A, Acquisition Maps 01 and 02 (in duplicate); and
- IRS W-9 Form.

If you choose to accept the Offer of Just Compensation, please execute and return the enclosed documents as follows:

1. **Purchase Agreement with Exhibit A, Acquisition Maps 01 and 02 (in duplicate).** Sign one copy on page 2 where indicated, in the presence of a witness. Return one signed and witnessed copy to our office (including Exhibit A, Acquisition Maps 01 and 02). Retain the second copy for your records (including Exhibit A, Acquisition Maps 01 and 02).
2. **IRS W-9 Form.** Fill in the top portion with your name, address and Taxpayer Identification Number, and then sign and date where indicated. Please return this completed form to our office as well. A self-addressed envelope has been enclosed for your use in returning these documents.

In addition to the above, please provide a copy of the Partnership Agreement and proof that there have been no changes to the Agreement. Also submit a Certificate of Authority demonstrating authorization for the conveyance and verifying that the party executing closing instruments are duly authorized to do so.

If you have any questions about the enclosed offer documents, please contact me at (315) 868-5963 or via email at sandracasale@rkhite.com. Thank you.

Sincerely,

*Sandra Casale*

Sandra Casale  
Project Manager

SC/tbh  
Enc.





**DEPARTMENT OF  
PUBLIC WORKS**

CHAD M. COOKE, P.E., COMMISSIONER

518.885.2235

SARATOGACOUNTYNY.GOV

3654 GALWAY RD, BALLSTON SPA, NY 12020

Erie Boulevard Hydropower, LP  
125 E Jefferson Street  
Syracuse, New York 13202

Re: PIN 1762.06 - CR 24 Culvert over Tributary to the Hudson River Project  
Map No.(s) 01 & 02, Tax ID No. 88.0-1-15.231  
Town of Corinth, County of Saratoga, New York

Dear Property Owner:

The **Saratoga County Department of Public Works** is in the process of acquiring real property rights necessary for the **CR 24 Culvert over Tributary to the Hudson River**. This letter is the Saratoga County DPW's official offer to acquire real property rights from a portion of your property for the project.

The offer is based on an appraisal report prepared by a New York State Certified General Real Estate Appraiser. A qualified review appraiser has reviewed the appraisal report. The Saratoga County DPW has established an amount that represents "just compensation" for the property interest to be acquired. This amount includes the compensation for the interest to be acquired, improvements, if any, and all legal damages that may be caused to your remaining holdings.

The offer of just compensation is \$1,000.00. As required by federal and state law, the offer represents the approved appraisal amount. Payment will be made together with appropriate interest. You may accept the offer as payment in full or you may elect, without prejudicing your rights, to accept the offer as an advance payment.

The following is a summary of the offer:

1. The value of the land and improvements within the acquisition area:	\$700.00
2. The loss in value to your remaining property:	\$0.00
3. Cost to cure:	\$0.00
4. Temporary easement rental value:	\$300.00
<b>TOTAL OFFER OF JUST COMPENSATION:</b>	<b>\$1,000.00</b>

Included in the acquired area are the following improvements:

None.

A description of the area and real estate interest to be acquired is shown on the enclosed map.

You may accept the offer as payment in full or you may reject the offer as payment in full and instead elect to accept such offer as an advance payment. Such election shall in no way prejudice your right to claim additional compensation. However, your failure to file a claim within the time of filing claims, as provided in paragraph (B) of section five hundred three of the Eminent Domain Procedure Law, shall be deemed an acceptance of the amount paid as full settlement of such claim.

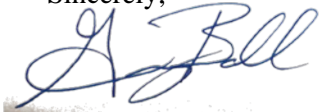
On acceptance of this offer or an adjusted offer, the Saratoga County DPW will enter into a purchase agreement with you providing for payment of either the full or advance amount. Your rights to payment will not be conditioned on a waiver of any other rights.

Saratoga County has hired R. K. Hite & Co., Inc. a right of way consulting firm, to conduct negotiations on our behalf. The specialist will review the offer with you and explain the valuation and acquisition processes, including payment procedures. In addition, the specialist will provide details about the proposed construction and the project schedule. Every effort will be made to answer your questions and help you through the process.

The right of way specialist assigned to this project is Sandra Casale. Please contact her at (315) 868-5963, if you have any questions.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "G. Ball". The signature is stylized and cursive.

Gregory N. Ball  
Deputy Commissioner of Public Works

## AGREEMENT TO PURCHASE REAL PROPERTY

**Project:** CR 24 Culvert over Tributary to the Hudson River Replacement  
**Map No(s):** 01 & 02     **Parcel(s):** 01 & 02

**PIN:** 1762.06

This Agreement by and between **ERIE BOULEVARD HYDROPOWER, LP** hereinafter referred to as "Seller", and **SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS** hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

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

- all right title and interest* to 429 ± square feet of real property
- a permanent easement* to 0 ± square feet of real property
- a temporary easement* to 725 ± square feet of real property

Located at CR 24, Town of Corinth, Saratoga County, New York, further described as:

Being a portion of those same lands described in that certain deed dated July 30, 1999, and recorded August 3, 1999 in Deed Book 1526 at Page 259 in the Office of the County Clerk for Saratoga County, New York (re: Tax Map No. 88.-1-15.231), and being the same lands designated as parcel(s) 01 & 02 on Exhibit "A's", attached hereto.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is **ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00)**. This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the **Saratoga** County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent 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 municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for Two years. The Temporary Construction Easement may be extended for two (2) additional one-year terms at the option of the Buyer. Thirty (30) days prior to the expiration of the term or extended term of the Temporary Construction Easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Construction Easement for an additional one-year. The cost of each additional one-year term shall be ONE HUNDRED FIFTY AND 00/100 DOLLARS (150.00). The Buyer shall include a check for the sum of ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00) with said written notification to the Seller.
7. **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.

B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.

8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

11. 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.

12. 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.

13. ADDENDA. The following Addenda are incorporated into this agreement:  
[ ] Cost to Cure [ ] Other \_\_\_\_\_

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties have entered into this Agreement.

**ERIE BOULEVARD HYDRPOWER, LP**

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

By: \_\_\_\_\_  
PrintName:  
Title:

**SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS**

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

By: \_\_\_\_\_  
Print Name:  
Title:  
Date: \_\_\_\_\_

THE REPLACEMENT OF  
 COUNTY CULVERT LIN 332.10  
 CR 24 (SPIER FALLS ROAD)  
 OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
 DEPARTMENT OF PUBLIC WORKS  
 EASEMENT MAP

PIN 1762.06

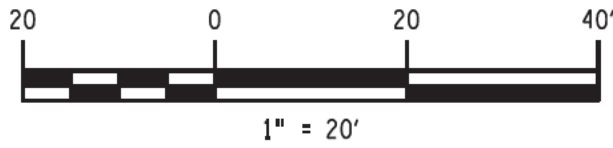
MAP NO. 1  
 PARCEL NO 1  
 SHEET 1 OF 2 SHEETS

PARCEL LOCATOR POB:  
 PARCEL NO: 1  
 N: 1598977.1804  
 E: 687393.6296

ERIE BOULEVARD HYDROPOWER LP  
 (REPUTED OWNER)

Deed Ref. L.1526 P.259

PARCEL SUMMARY:  
 TYPE: FEE  
 Portion of Saratoga County Tax  
 Map Ref. No. 88.0-1-15.231  
 TOWN OF MOREAU  
 COUNTY OF SARATOGA  
 STATE OF NEW YORK

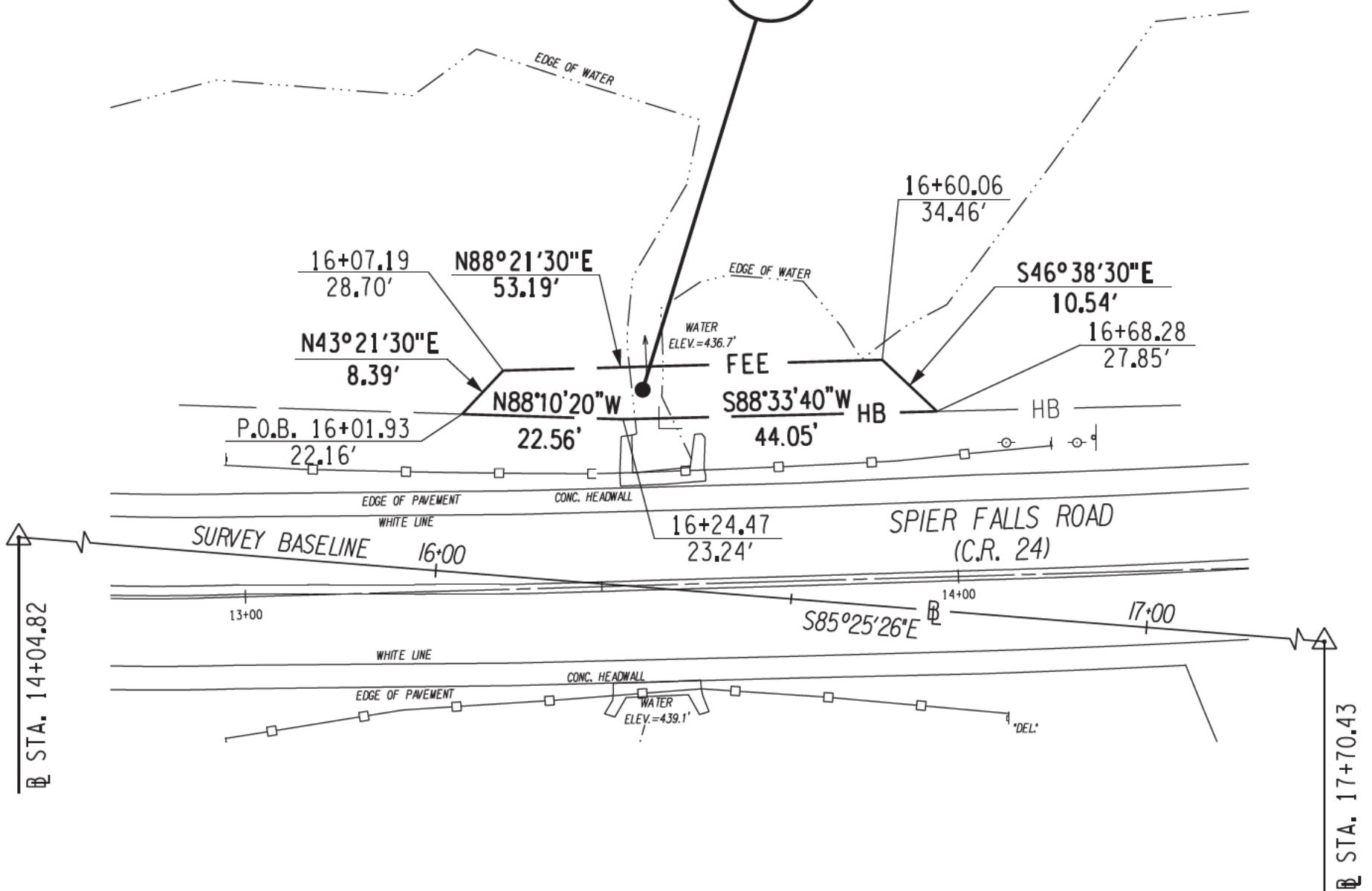


ERIE BOULEVARD HYDROPOWER LP  
 (REPUTED OWNER)



429± S.F. OF WHICH  
 33± S.F. IS UNDER WATER

HUDSON RIVER



THE REPLACEMENT OF  
COUNTY CULVERT LIN 332.10  
CR 24 (SPIER FALLS ROAD)  
OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
DEPARTMENT OF PUBLIC WORKS  
EASEMENT MAP

PIN 1762.06

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

All that piece or parcel of property designated as Parcel No. 1, as shown on the accompanying map, to be acquired in Fee.

Beginning at a point of the northerly line of C.R. 24 (A.K.A. Spier Falls Road), said point being 22.16 feet distant northerly, measured at right angle from Sta. 16+01.93 of the aforementioned baseline;

Thence running through lands of Erie Boulevard Hydropower LP, N 43°21' 30" E for a distance of 8.39 feet to a point, said point being 28.70 feet distant northerly, measured at right angle from Sta. 16+07.19 of the aforementioned baseline;

Thence continuing running through lands of Erie Boulevard Hydropower LP, N 88°21' 30" E for a distance of 53.19 feet to a point, said point being 34.46 feet distant northerly, measured at right angle from Sta. 16+60.06 of the aforementioned baseline;

Thence continuing running through lands of Erie Boulevard Hydropower LP, S 46°38' 30" E for a distance of 10.54 feet to a point, said point being 27.85 feet distant northerly, measured at right angle from Sta. 16+68.28 of the aforementioned baseline;

Thence running southwesterly along the northerly line of C.R. 24 (A.K.A. Spier Falls Road), S 88°33' 40" W for a distance of 44.05 feet to a point, said point being 23.24 feet distant northerly, measured at right angle from Sta. 16+24.47 of the aforementioned baseline;

Thence running northwesterly along the northerly line of C.R. 24 (A.K.A. Spier Falls Road), N 88°10' 20" W for a distance of 22.56 feet to the Point of Beginning.

Containing 0.010 acres more or less.

The above mentioned survey baseline is a portion of the survey baseline for the replacement of CR-24 Spier Falls Road project and is described as follows:

Beginning at Sta. 10+00; Thence S 54°50' 37" E for a distance of 404.82 feet to a Sta. 14+04.82; Thence S 85°25' 26" E for a distance of 365.61 feet to a Sta. 17+70.43; Thence N 54°50' 57" E for a distance of 544.54 feet to a Sta. 23+14.97.

2022 CONTROL BASELINE TIE	2022 CONTROL BASELINE TIE	2022 CONTROL BASELINE TIE	2022 CONTROL BASELINE TIE
TIES NOT TO SCALE	TIES NOT TO SCALE	TIES NOT TO SCALE	TIES NOT TO SCALE
<b>CP 4</b> STA. 10+00.00 CONTROL POINT SET +/- 3' SOUTH OF PAVEMENT EDGE OF SPIER FALLS ROAD AND +/- 600' WEST FROM THE SPIER FALLS ROAD CULVERT	<b>CP 1</b> STA. 14+04.82 CONTROL POINT SET +/- 13' SOUTH OF PAVEMENT EDGE OF SPIER FALLS ROAD AND +/- 220' WEST FROM THE SPIER FALLS ROAD CULVERT	<b>CP 302</b> STA. 17+70.43 CONTROL POINT SET +/- 0' SOUTH OF PAVEMENT EDGE OF SPIER FALLS ROAD AND +/- 135' EAST FROM THE SPIER FALLS ROAD CULVERT	<b>CP 6</b> STA. 23+14.97 CONTROL POINT SET +/- 0' SOUTH OF PAVEMENT EDGE OF SPIER FALLS ROAD AND +/- 650' EAST FROM THE SPIER FALLS ROAD CULVERT
NYSPCS EAST ZONE NAD 83/2011 N: 1599203.9198 E: 686864.4046	STA 11+37.47, 25.64' RT. NYSPCS EAST ZONE NAD 83/2011 N: 1598970.8224 E: 687195.3772	STA 14+94.09, 18.09' RT. NYSPCS EAST ZONE NAD 83/2011 N: 1598941.6523 E: 687559.8253	NYSPCS EAST ZONE NAD 83/2011 N: 1599255.1625 E: 688005.0639

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date October 26 2023

Chad M. Cooke, P.E.  
Commissioner of Public Works



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date October 23 2023

Jody J. Lounsbury Land Surveyor  
P.L.S. License No. 50715  
Control Point Associates Inc., PC

THE REPLACEMENT OF  
 COUNTY CULVERT LIN 332.10  
 CR 24 (SPIER FALLS ROAD)  
 OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
 DEPARTMENT OF PUBLIC WORKS  
 EASEMENT MAP

PIN 1762.06

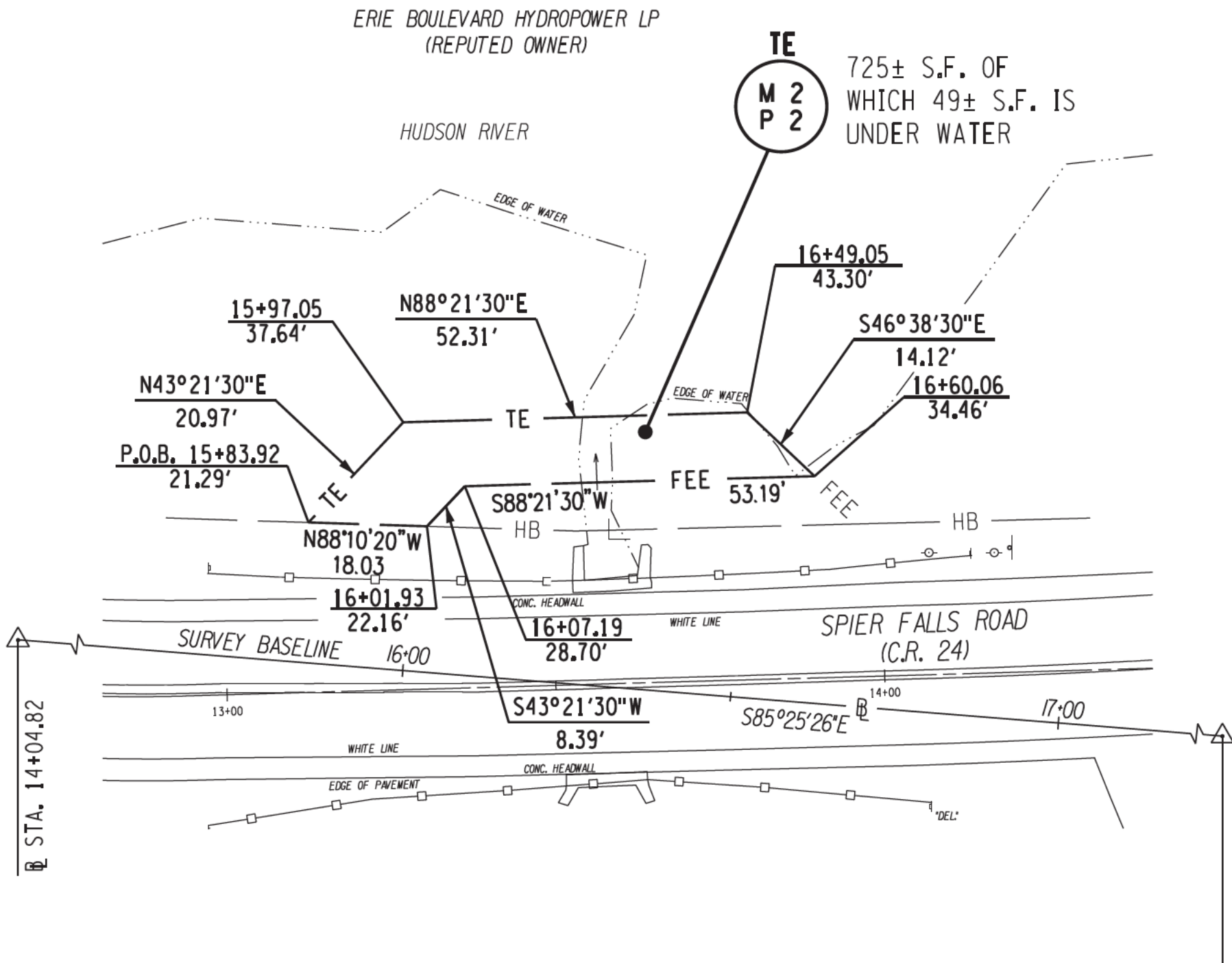
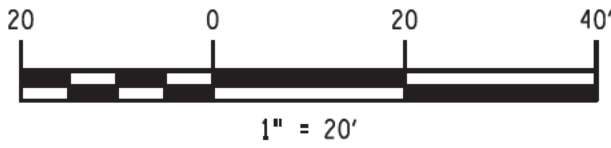
MAP NO. 2  
 PARCEL NO. 2  
 SHEET 1 OF 2 SHEETS

PARCEL LOCATOR POB:  
 PARCEL NO: 2  
 N: 1598977.7556  
 E: 687375.6060

ERIE BOULEVARD HYDROPOWER LP  
 (REPUTED OWNER)

Deed Ref. L.1526 P.259

PARCEL SUMMARY:  
 TYPE: TEMPORARY EASEMENT  
 Portion of Saratoga County Tax  
 Map Ref. No. 88.0-1-15.231  
 TOWN OF MOREAU  
 COUNTY OF SARATOGA  
 STATE OF NEW YORK



THE REPLACEMENT OF  
COUNTY CULVERT LIN 332.10  
CR 24 (SPIER FALLS ROAD)  
OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
DEPARTMENT OF PUBLIC WORKS  
EASEMENT MAP

PIN 1762.06

MAP NO. 2  
PARCEL NO. 2  
SHEET 2 OF 2 SHEETS

A TEMPORARY EASEMENT to be exercised for the purpose of replacing County Culvert LIN 332.10 County Road 24 (A.K.A. Spier Falls Road) situate in the Town of Moreau, County of Saratoga, State of New York, being more particularly bounded and described as follows.

Beginning at a point of the northerly line of C.R. 24 (A.K.A. Spier Falls Road), said point being 21.29 feet distant northerly, measured at right angle from Sta. 15+83.92 of the aforementioned baseline;

Thence running through lands of Erie Boulevard Hydropower LP, N 43°21' 30" E for a distance of 20.97 feet to a point, said point being 37.64 feet distant northerly, measured at right angle from Sta. 15+97.05 of the aforementioned baseline;

Thence continuing running through lands of Erie Boulevard Hydropower LP, N 88°21' 30" E for a distance of 52.31 feet to a point, said point being 43.30 feet distant northerly, measured at right angle from Sta. 16+49.05 of the aforementioned baseline;

Thence continuing running through lands of Erie Boulevard Hydropower LP, S 46°38' 30" E for a distance of 14.12 feet to a point, said point being 34.46 feet distant northerly, measured at right angle from Sta. 16+60.06 of the aforementioned baseline;

Thence continuing running through lands of Erie Boulevard Hydropower LP, S 88°21' 30" W for a distance of 53.19 feet to a point, said point being 28.70 feet distant northerly, measured at right angle from Sta. 16+07.19 of the aforementioned baseline;

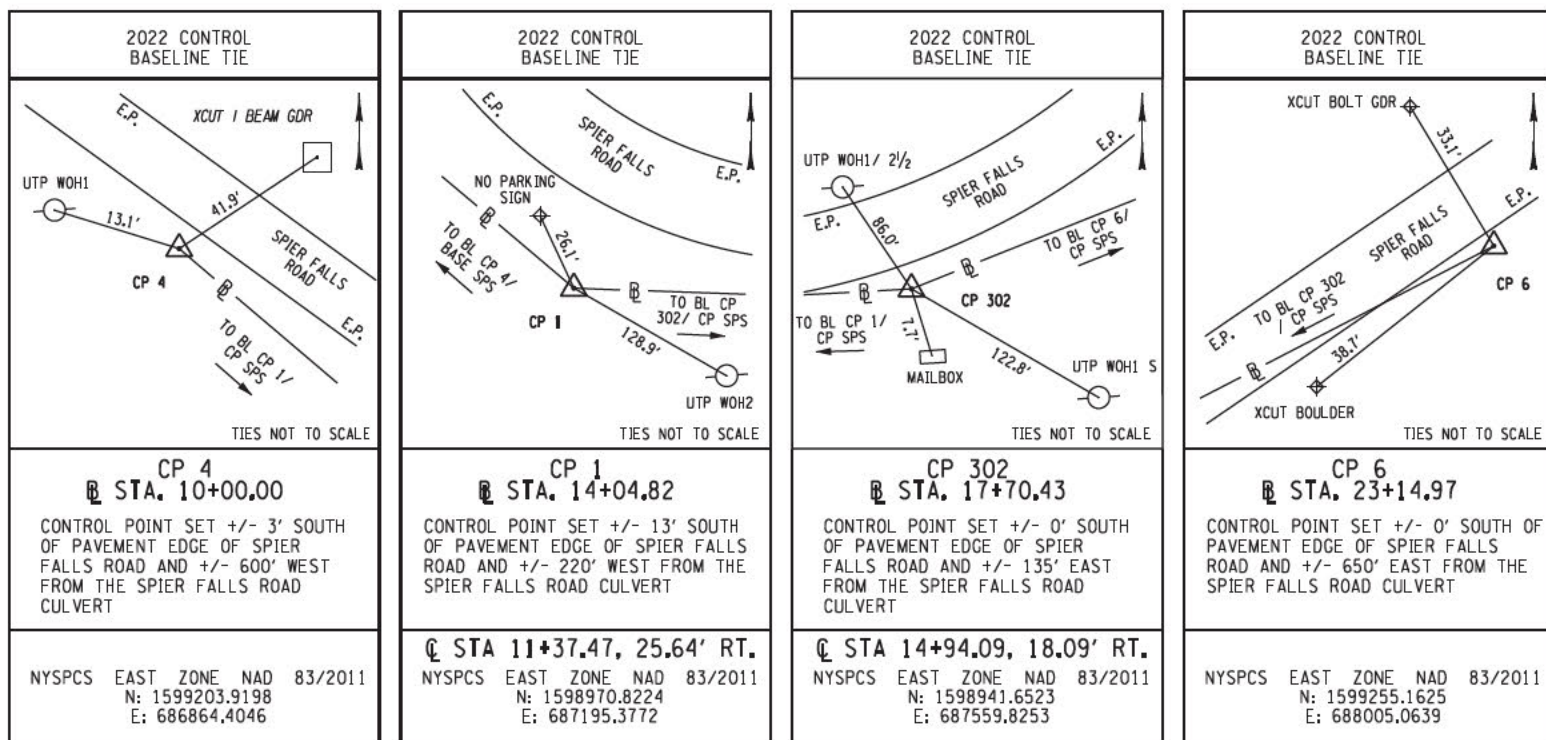
Thence continuing running through lands of Erie Boulevard Hydropower LP, S 43°21' 30" W for a distance of 8.39 feet to a point, said point being 22.16 feet distant northerly, measured at right angle from Sta. 16+01.93 of the aforementioned baseline;

Thence running northwesterly along the northerly line of C.R. 24 (A.K.A. Spier Falls Road), N 88°10' 20" W for a distance of 18.03 feet to the Point of Beginning.

Containing 0.017 acres more or less.

The above mentioned survey baseline is a portion of the survey baseline for the replacement of CR-24 Spier Falls Road project and is described as follows:

Beginning at Sta. 10+00; Thence S 54°50' 37" E for a distance of 404.82 feet to a Sta. 14+04.82; Thence S 85°25' 26" E for a distance of 365.61 feet to a Sta. 17+70.43; Thence N 54°50' 57" E for a distance of 544.54 feet to a Sta. 23+14.97.



I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date October 26 2023

Chad M. Cooke, P.E.  
Commissioner of Public Works



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I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date October 23 2023

Jody J. Lounsbury Land Surveyor  
P.L.S. License No. 50715  
Control Point Associates Inc., PC



December 28, 2023

**VIA USPS 2<sup>nd</sup> DAY PRIORITY MAIL 9505 5109 6801 3362 2802 72**

Steven P. Clothier  
Laureen C. Clothier  
361 County Route 24  
Corinth, New York 12822

Re: PIN 1762.06 - CR 24 Culvert over Tributary to the Hudson River Project  
Map No.(s) 03 & 04, Tax ID No. 88.0-1-15.24  
Town of Corinth, County of Saratoga, New York

Dear Mr. and Mrs. Clothier:

As previously discussed, this is an offer from the Saratoga County Department of Public Works to purchase a FEE Interest and Temporary Easement on your property. This FEE Interest and Temporary Easement are deemed necessary to complete the CR 24 Culvert over Tributary to the Hudson River in the Town of Corinth.

Enclosed for your review are the following documents:

- Offer Letter from Saratoga County Department of Public Works;
- Purchase Agreement with Exhibit A, Acquisition Maps 03 and 04 (in duplicate); and
- IRS W-9 Form.

If you choose to accept the Offer of Just Compensation, please execute and return the enclosed documents as follows:

1. **Purchase Agreement with Exhibit A, Acquisition Maps 03 and 04 (in duplicate).** Sign one copy on page 2 where indicated, in the presence of a witness. Return one signed and witnessed copy to our office (including Exhibit A, Acquisition Maps 03 and 04). Retain the second copy for your records (including Exhibit A, Acquisition Map 03 and 04).
2. **IRS W-9 Form.** Fill in the top portion with your name, address and Taxpayer Identification Number, and then sign and date where indicated. Please return this completed form to our office as well. A self-addressed envelope has been enclosed for your use in returning these documents.

If you have any questions about the enclosed offer documents, please contact me at (315) 868-5963 or via email at sandracasale@rkhite.com. Thank you.

Sincerely,

*Sandra Casale*

Sandra Casale  
Project Manager

SC/tbh  
Enc.



**DEPARTMENT OF  
PUBLIC WORKS**

CHAD M. COOKE, P.E., COMMISSIONER

518.885.2235

SARATOGACOUNTY.NY.GOV

3654 GALWAY RD, BALLSTON SPA, NY 12020

Steven P. Clothier  
Laureen C. Clothier  
361 County Route 24  
Corinth, New York 12822

Re: PIN 1762.06 - CR 24 Culvert over Tributary to the Hudson River Project  
Map No.(s) 03 & 04, Tax ID No. 88.0-1-15.24  
Town of Corinth, County of Saratoga, New York

Dear Mr. and Mrs. Clothier:

The **Saratoga County Department of Public Works** is in the process of acquiring real property rights necessary for the **CR 24 Culvert over Tributary to the Hudson River**. This letter is the Saratoga County's official offer to acquire real property rights from a portion of your property for the project.

The offer is based on an appraisal report prepared by a New York State Certified General Real Estate Appraiser. A qualified review appraiser has reviewed the appraisal report. The Saratoga County DPW has established an amount that represents "just compensation" for the property interest to be acquired. This amount includes the compensation for the interest to be acquired, improvements, if any, and all legal damages that may be caused to your remaining holdings.

The offer of just compensation is \$700.00. As required by federal and state law, the offer represents the approved appraisal amount. Payment will be made together with appropriate interest. You may accept the offer as payment in full or you may elect, without prejudicing your rights, to accept the offer as an advance payment.

The following is a summary of the offer:

1. The value of the land and improvements within the acquisition area:	\$200.00
2. The loss in value to your remaining property:	\$0.00
3. Cost to cure:	\$0.00
4. Temporary easement rental value:	\$500.00
<b>TOTAL OFFER OF JUST COMPENSATION:</b>	<b>\$700.00</b>

Included in the acquired area are the following improvements:

None.

A description of the area and real estate interest to be acquired is shown on the enclosed map.

You may accept the offer as payment in full or you may reject the offer as payment in full and instead elect to accept such offer as an advance payment. Such election shall in no way prejudice your right to claim additional compensation. However, your failure to file a claim within the time of filing claims, as provided in paragraph (B) of section five hundred three of the Eminent Domain Procedure Law, shall be deemed an acceptance of the amount paid as full settlement of such claim.


On acceptance of this offer or an adjusted offer, the Saratoga County DPW will enter into a purchase agreement with you providing for payment of either the full or advance amount. Your rights to payment will not be conditioned on a waiver of any other rights.

Saratoga County DPW has hired R. K. Hite & Co., Inc. a right of way consulting firm, to conduct negotiations on our behalf. The specialist will review the offer with you and explain the valuation and acquisition processes, including payment procedures. In addition, the specialist will provide details about the proposed construction and the project schedule. Every effort will be made to answer your questions and help you through the process.

The right of way specialist assigned to this project is Sandra Casale. Please contact her at (315) 868-5963, if you have any questions.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "G. Ball". The signature is written in a cursive style with a large initial "G" and "B".

Gregory N. Ball  
Deputy Commissioner of Public Works

## AGREEMENT TO PURCHASE REAL PROPERTY

**Project:** CR 24 Culvert over Tributary to the Hudson River Replacement  
**Map No(s):** 03 & 04    **Parcel(s):** 03 & 04

**PIN:** 1762.06

This Agreement by and between **STEVEN P. CLOTHIER AND LAUREEN C. CLOTHIER** hereinafter referred to as "Seller", and **SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS** hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

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

- all right title and interest* to 73 ± square feet of real property
- a permanent easement* to 0 ± square feet of real property
- a temporary easement* to 1319 ± square feet of real property

Located at CR 24, Town of Corinth, Saratoga County, New York, further described as:

Being a portion of those same lands described in that certain deed dated June 15, 2010, and recorded June 18, 2010 as Instrument # 2010019071 in the Office of the County Clerk for Saratoga County, New York (re: Tax Map No. 88.-1-15.24), and being the same lands designated as parcel(s) 03 & 04 on Exhibit "A's", attached hereto.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is **SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00)**. This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the **Saratoga** County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent 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 municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for Two years. The Temporary Construction Easement may be extended for two (2) additional one-year terms at the option of the Buyer. Thirty (30) days prior to the expiration of the term or extended term of the Temporary Construction Easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Construction Easement for an additional one-year. The cost of each additional one-year term shall be **TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00)**. The Buyer shall include a check for the sum of **TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00)** with said written notification to the Seller.
7. **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.
  - B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
  9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
  10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
  11. 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.
  12. 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.
  13. ADDENDA. The following Addenda are incorporated into this agreement:  
 Cost to Cure     Other \_\_\_\_\_

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties have entered into this Agreement.

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

\_\_\_\_\_  
 Steven P. Clothier

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

\_\_\_\_\_  
 Lauren C. Clothier

**SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS**

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

By: \_\_\_\_\_  
 Print Name:  
 Title:  
 Date: \_\_\_\_\_

COUNTY OF SARATOGA  
DEPARTMENT OF PUBLIC WORKS  
EASEMENT MAP

THE REPLACEMENT OF  
COUNTY CULVERT LIN 332.10  
CR 24 (SPIER FALLS ROAD)  
OVER TRIBUTARY TO THE HUDSON RIVER

PIN 1762.06

MAP NO. 3  
PARCEL NO. 3  
SHEET 1 OF 2 SHEETS

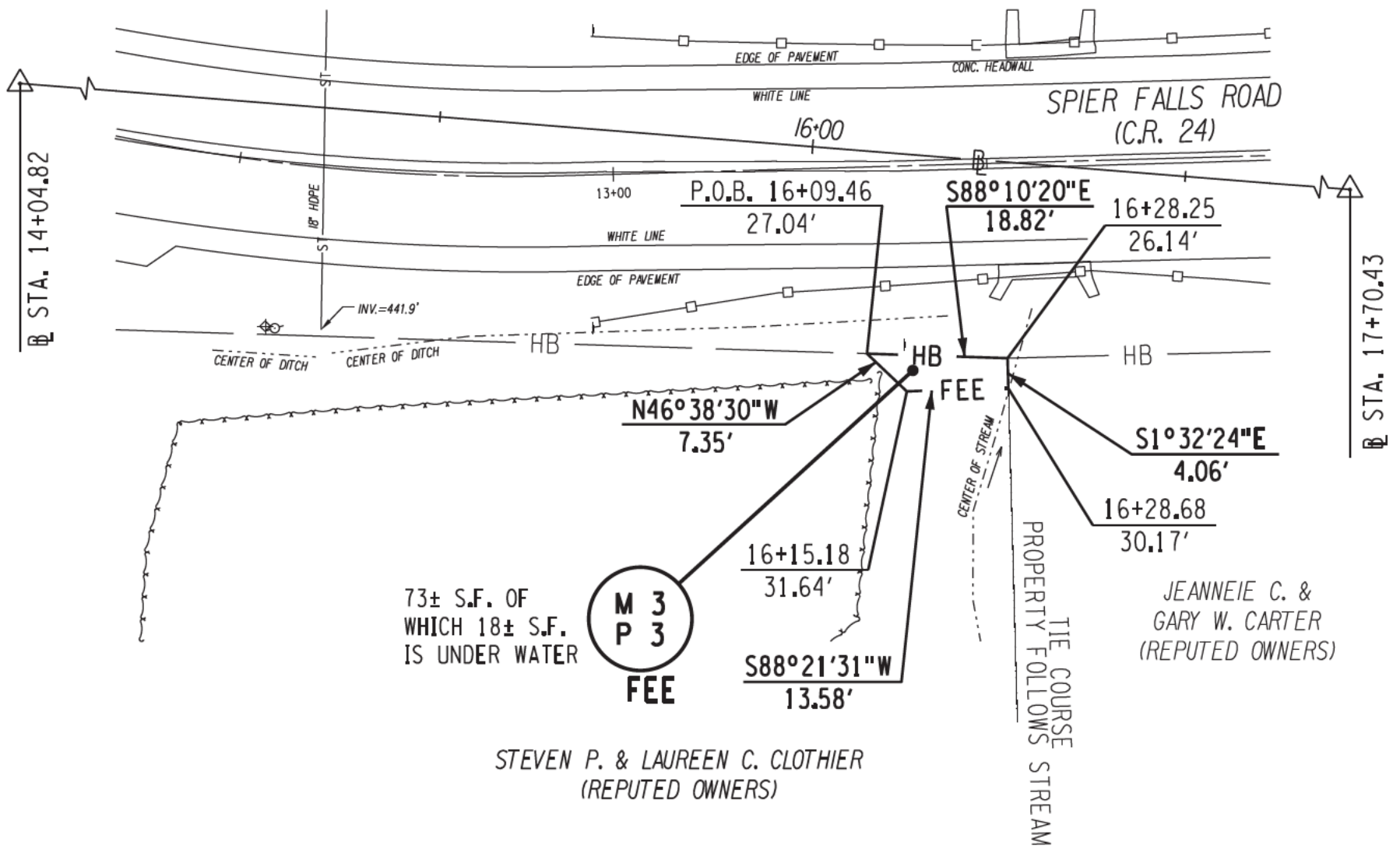
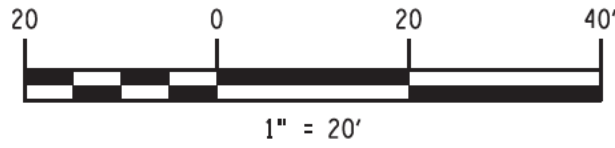
PARCEL LOCATOR POB:  
PARCEL NO: 3  
N: 1598927.5410  
E: 687397.2062

STEVEN P. & LAUREEN C. CLOTHIER  
(REPUTED OWNERS)

INSTRUMENT #2010-019071

PARCEL SUMMARY:  
TYPE: FEE  
Portion of Saratoga County Tax  
Map Ref. No. 88.0-1-15.24  
TOWN OF MOREAU  
COUNTY OF SARATOGA  
STATE OF NEW YORK

TRUE NORTH AT THE 76°35'  
MERIDIAN OF WEST LONGITUDE



STEVEN P. & LAUREEN C. CLOTHIER  
(REPUTED OWNERS)

THE REPLACEMENT OF  
COUNTY CULVERT LIN 332.10  
CR 24 (SPIER FALLS ROAD)  
OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
DEPARTMENT OF PUBLIC WORKS  
EASEMENT MAP

PIN 1762.06

MAP NO. 3  
PARCEL NO. 3  
SHEET 2 OF 2 SHEETS

All that piece or parcel of property designated as Parcel No. 3, as shown on the accompanying map, to be acquired in Fee.

Beginning at a point of the southerly line of C.R. 24 (A.K.A. Spier Falls Road), said point being 27.04 feet distant southerly, measured at right angle from Sta. 16+09.46 of the aforementioned baseline;

Thence running southeasterly along the southerly line of C.R. 24 (A.K.A. Spier Falls Road), S 88°10' 20" E for a distance of 18.82 feet to a point, said point being 26.14 feet distant southerly, measured at right angle from Sta. 16+28.25 of the aforementioned baseline;

Thence running through lands of Steven P. & Laureen C. Clothier, S 1°32' 24" E for a distance of 4.06 feet to a point, said point being 30.17 feet distant northerly, measured at right angle from Sta. 16+28.68 of the aforementioned baseline;

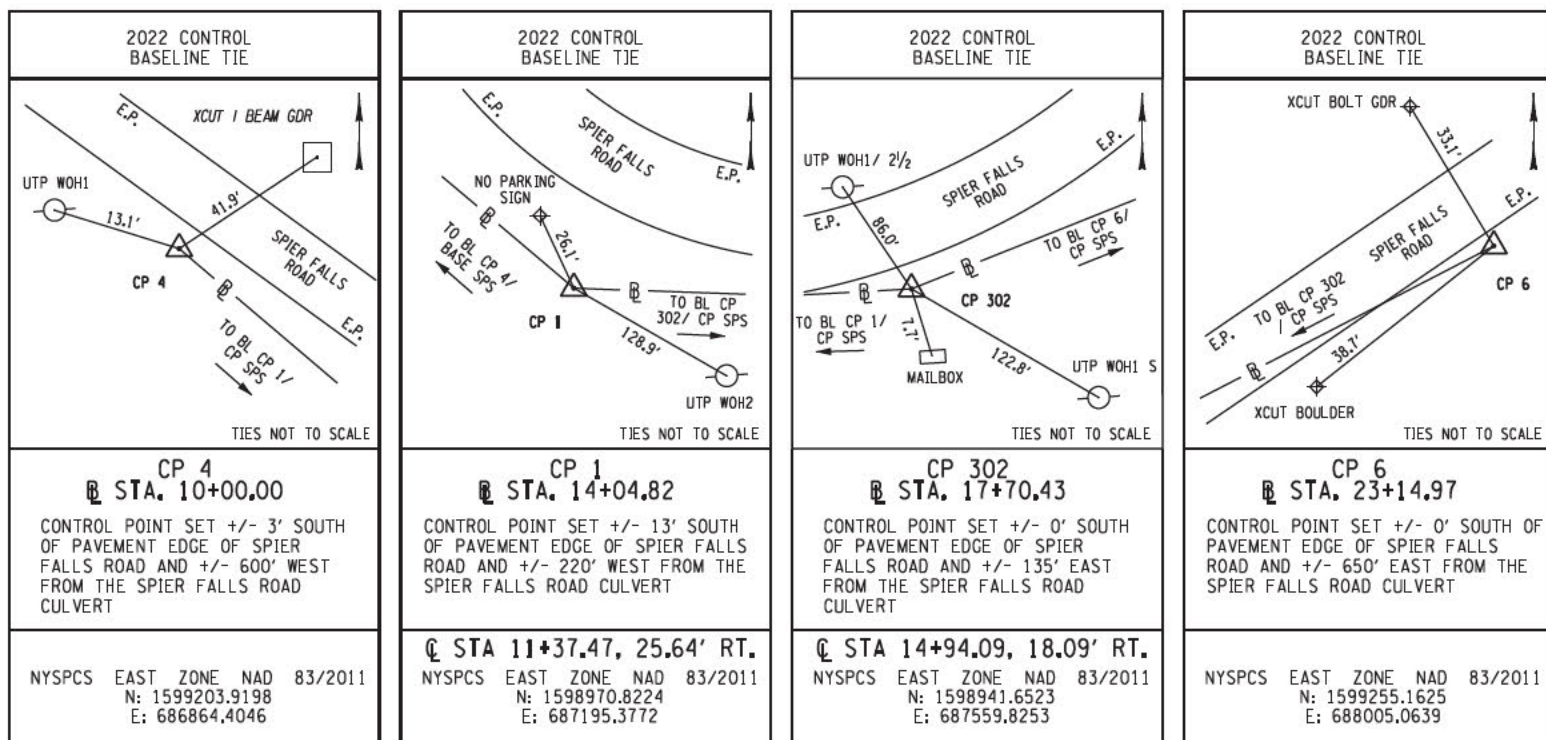
Thence continuing running through lands of Steven P. & Laureen C. Clothier, S 88°21' 31" W for a distance of 13.58 feet to a point, said point being 31.64 feet distant northerly, measured at right angle from Sta. 16+15.18 of the aforementioned baseline;

Thence continuing running through lands of Steven P. & Laureen C. Clothier, N 46°38' 30" W for a distance of 7.35 feet to the Point of Beginning.

Containing 0.002 acres more or less.

The above mentioned survey baseline is a portion of the survey baseline for the replacement of CR-24 Spier Falls Road project and is described as follows:

Beginning at Sta. 10+00; Thence S 54°50' 37" E for a distance of 404.82 feet to a Sta. 14+04.82; Thence S 85°25' 26" E for a distance of 365.61 feet to a Sta. 17+70.43; Thence N 54°50' 57" E for a distance of 544.54 feet to a Sta. 23+14.97.



I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date October 31 2023

Chad M. Cooke, P.E.  
Commissioner of Public Works



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date October 31 2023

Jody J. Lounsbury Land Surveyor  
P.L.S. License No. 50715  
Control Point Associates Inc., PC

THE REPLACEMENT OF  
 COUNTY CULVERT LIN 332.10  
 CR 24 (SPIER FALLS ROAD)  
 OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
 DEPARTMENT OF PUBLIC WORKS  
 EASEMENT MAP

PIN 1762.06

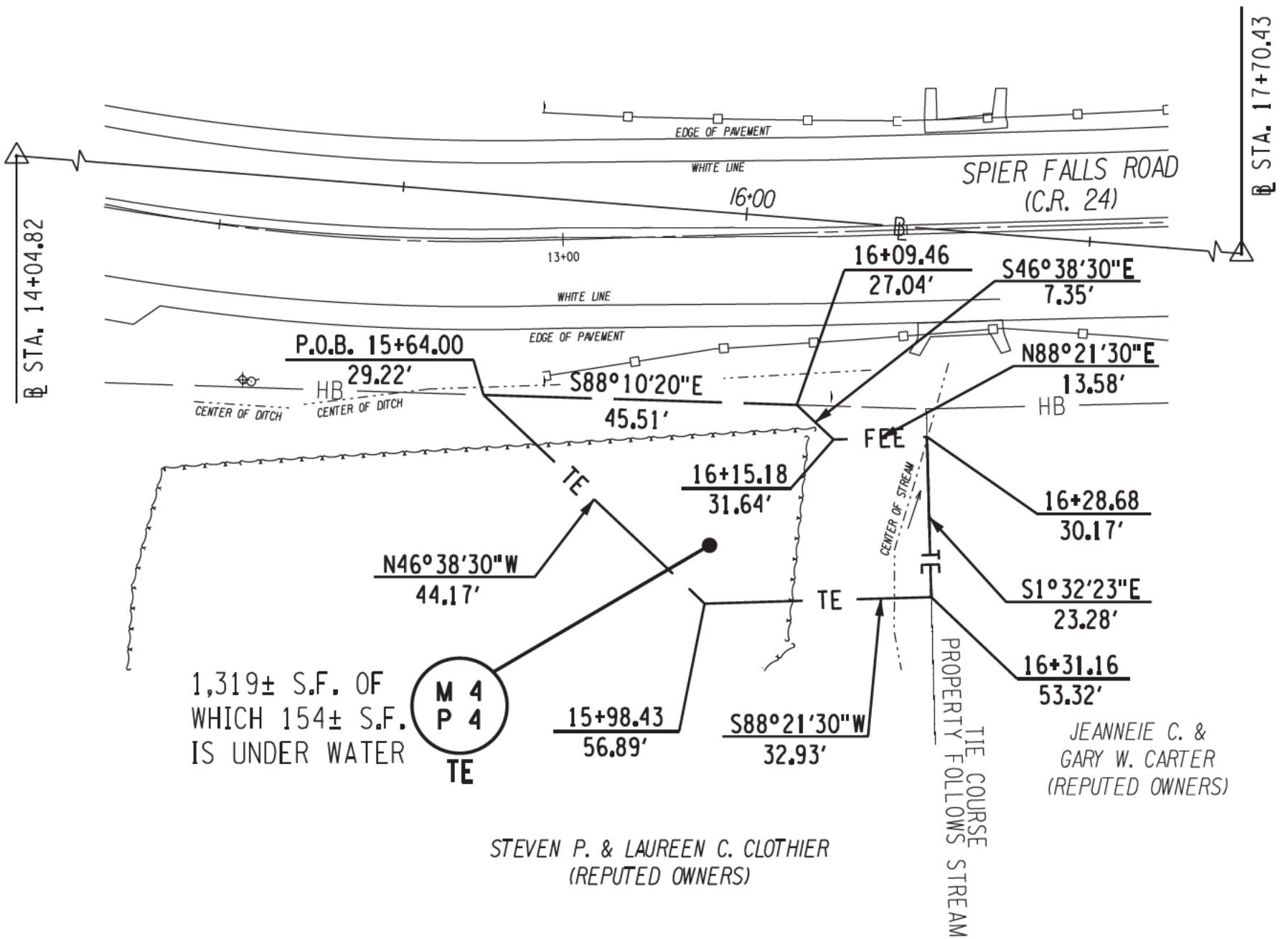
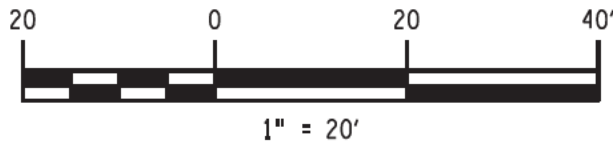
MAP NO. 4  
 PARCEL NO. 4  
 SHEET 1 OF 2 SHEETS

PARCEL LOCATOR POB:  
 PARCEL NO: 4  
 N: 1598928.9927  
 E: 687351.7172

STEVEN P. & LAUREEN C. CLOTHIER  
 (REPUTED OWNERS)

INSTRUMENT #2010-019071

PARCEL SUMMARY:  
 TYPE: TEMPORARY EASEMENT  
 Portion of Saratoga County Tax  
 Map Ref. No. 88.0-1-15.24  
 TOWN OF MOREAU  
 COUNTY OF SARATOGA  
 STATE OF NEW YORK





THE REPLACEMENT OF  
COUNTY CULVERT LIN 332.10  
CR 24 (SPIER FALLS ROAD)  
OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
DEPARTMENT OF PUBLIC WORKS  
EASEMENT MAP

PIN 1762.06

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

A TEMPORARY EASEMENT to be exercised for the purpose of replacing County Culvert LIN 332.10 County Road 24 (A.K.A. Spier Falls Road) situate in the Town of Moreau, County of Saratoga, State of New York, being more particularly bounded and described as follows.

Beginning at a point of the southerly line of C.R. 24 (A.K.A. Spier Falls Road), said point being 29.22 feet distant southerly, measured at right angle from Sta. 15+64.00 of the aforementioned baseline;

Thence running southeasterly along the southerly line of C.R. 24 (A.K.A. Spier Falls Road), S 88°10' 20" E for a distance of 45.51 feet to a point, said point being 27.04 feet distant southerly, measured at right angle from Sta. 16+09.46 of the aforementioned baseline;

Thence running through lands of Steven P. & Laureen C. Clothier, S 46°38' 30" E for a distance of 7.35 feet to a point, said point being 31.64 feet distant southerly, measured at right angle from Sta. 16+15.18 of the aforementioned baseline;

Thence continuing running through lands of Steven P. & Laureen C. Clothier, N 88°21' 30" E for a distance of 13.58 feet to a point, said point being 30.17 feet distant southerly, measured at right angle from Sta. 16+28.68 of the aforementioned baseline;

Thence continuing running through lands of Steven P. & Laureen C. Clothier, S 1°32' 23" E for a distance of 23.28 feet to a point, said point being 53.32 feet distant southerly, measured at right angle from Sta. 16+31.16 of the aforementioned baseline;

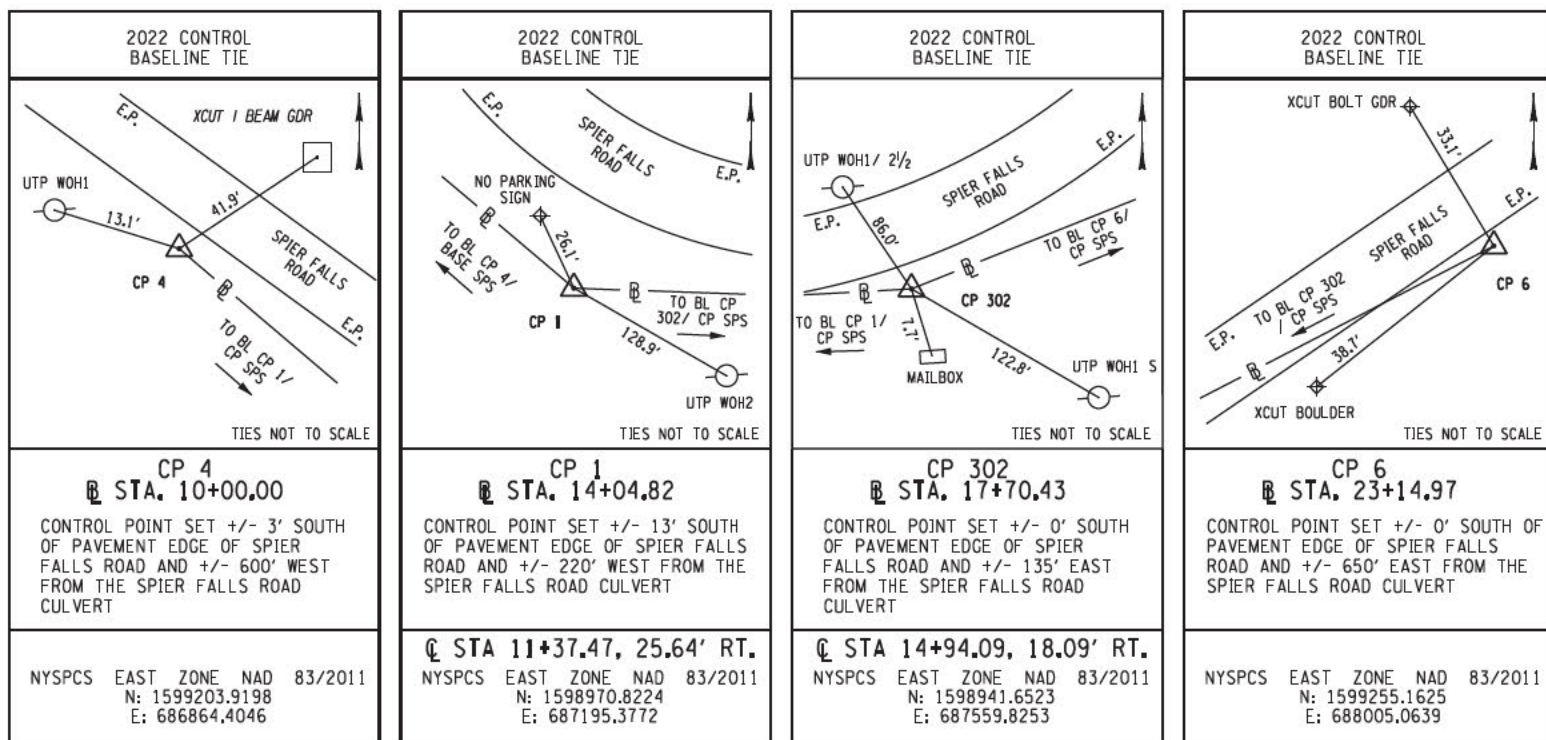
Thence continuing running through lands of Steven P. & Laureen C. Clothier, S 88°21' 30" W for a distance of 32.93 feet to a point, said point being 56.89 feet distant southerly, measured at right angle from Sta. 15+98.43 of the aforementioned baseline;

Thence continuing running through lands of Steven P. & Laureen C. Clothier, N 46°38' 30" W for a distance of 44.17 feet to the Point of Beginning.

Containing 0.030 acres more or less.

The above mentioned survey baseline is a portion of the survey baseline for the replacement of CR-24 Spier Falls Road project and is described as follows:

Beginning at Sta. 10+00; Thence S 54°50' 37" E for a distance of 404.82 feet to a Sta. 14+04.82; Thence S 85°25' 26" E for a distance of 365.61 feet to a Sta. 17+70.43; Thence N 54°50' 57" E for a distance of 544.54 feet to a Sta. 23+14.97.



I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date October 26 2023

Chad M. Cooke, P.E.  
Commissioner of Public Works



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I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date October 23 2023

Jody J. Lounsbury Land Surveyor  
P.L.S. License No. 50715  
Control Point Associates Inc., PC

December 28, 2023

**VIA USPS 2<sup>nd</sup> DAY PRIORITY MAIL 9505 5109 6801 3362 2802 96**

Bethanie Tucker, Executrix  
Estate of Gary W. Carter  
343 County Route 24  
Corinth, New York 12822

Re: PIN 1762.06 - CR 24 Culvert over Tributary to the Hudson River Project  
Map No.(s) 05 & 06, Tax ID No. 88.0-1-15.22  
Town of Corinth, County of Saratoga, New York

Dear Ms. Tucker:

As previously discussed, this is an offer from the Saratoga County Department of Public Works to purchase a FEE Interest and Temporary Easement on your property. This FEE and Temporary Easement are deemed necessary to complete the CR 24 Culvert over Tributary to the Hudson River in the Town of Corinth.

Enclosed for your review are the following documents:

- Offer Letter from Saratoga County Department of Public Works;
- Purchase Agreement with Exhibit A, Acquisition Maps 05 and 06 (in duplicate); and
- IRS W-9 Form.

If you choose to accept the Offer of Just Compensation, please execute and return the enclosed documents as follows:

1. **Purchase Agreement with Exhibit A, Acquisition Maps 05 and 06 (in duplicate).** Sign one copy on page 2 where indicated, in the presence of a witness. Return one signed and witnessed copy to our office (including Exhibit A, Acquisition Maps 05 and 06). Retain the second copy for your records (including Exhibit A, Acquisition Maps 05 and 06).
2. **IRS W-9 Form.** Fill in the top portion with your name, address and Taxpayer Identification Number, and then sign and date where indicated. Please return this completed form to our office as well. A self-addressed envelope has been enclosed for your use in returning these documents.

If you have any questions about the enclosed offer documents, please contact me at (315) 868-5963 or via email at sandracasale@rkhite.com. Thank you.

Sincerely,

*Sandra Casale*

Sandra Casale  
Project Manager

SC/tbh  
Enc.



**DEPARTMENT OF  
PUBLIC WORKS**

CHAD M. COOKE, P.E., COMMISSIONER

518.885.2235

SARATOGACOUNTY.NY.GOV

3654 GALWAY RD, BALLSTON SPA, NY 12020

Bethanie Tucker, Executrix  
Estate of Gary W. Carter  
343 County Route 24  
Corinth, New York 12822

Re: PIN 1762.06 - CR 24 Culvert over Tributary to the Hudson River Project  
Map No.(s) 05 & 06, Tax ID No. 88.0-1-15.22  
Town of Corinth, County of Saratoga, New York

Dear Ms. Tucker:

The **Saratoga County Department of Public Works** is in the process of acquiring real property rights necessary for the **CR 24 Culvert over Tributary to the Hudson River**. This letter is the Saratoga County DPW's official offer to acquire real property rights from a portion of your property for the project.

The offer is based on an appraisal report prepared by a New York State Certified General Real Estate Appraiser. A qualified review appraiser has reviewed the appraisal report. The Saratoga County DPW has established an amount that represents "just compensation" for the property interest to be acquired. This amount includes the compensation for the interest to be acquired, improvements, if any, and all legal damages that may be caused to your remaining holdings.

The offer of just compensation is \$700.00. As required by federal and state law, the offer represents the approved appraisal amount. Payment will be made together with appropriate interest. You may accept the offer as payment in full or you may elect, without prejudicing your rights, to accept the offer as an advance payment.

The following is a summary of the offer:

1. The value of the land and improvements within the acquisition area:	\$200.00
2. The loss in value to your remaining property:	\$0.00
3. Cost to cure:	\$0.00
4. Temporary easement rental value:	\$500.00
<b>TOTAL OFFER OF JUST COMPENSATION:</b>	<b>\$700.00</b>

Included in the acquired area are the following improvements:

None.

A description of the area and real estate interest to be acquired is shown on the enclosed map.

You may accept the offer as payment in full or you may reject the offer as payment in full and instead elect to accept such offer as an advance payment. Such election shall in no way prejudice your right to claim additional compensation. However, your failure to file a claim within the time of filing claims, as provided in paragraph (B) of section five hundred three of the Eminent Domain Procedure Law, shall be deemed an acceptance of the amount paid as full settlement of such claim.

On acceptance of this offer or an adjusted offer, the Saratoga County DPW will enter into a purchase agreement with you providing for payment of either the full or advance amount. Your rights to payment will not be conditioned on a waiver of any other rights.

Saratoga County DPW has hired R. K. Hite & Co., Inc. a right of way consulting firm, to conduct negotiations on our behalf. The specialist will review the offer with you and explain the valuation and acquisition processes, including payment procedures. In addition, the specialist will provide details about the proposed construction and the project schedule. Every effort will be made to answer your questions and help you through the process.

The right of way specialist assigned to this project is Sandra Casale. Please contact her at (315) 868-5963, if you have any questions.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Ball", written over a light blue horizontal line.

Gregory N. Ball  
Deputy Commissioner of Public Works

## AGREEMENT TO PURCHASE REAL PROPERTY

**Project:** CR 24 Culvert over Tributary to the Hudson River Replacement  
**Map No(s):** 05 & 06    **Parcel(s):** 05 & 06

**PIN:** 1762.06

This Agreement by and between **BETHANIE TUCKER, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF GARY W. CARTER** hereinafter referred to as "Seller", and **SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS** hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

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

- all right title and interest* to 81 ± square feet of real property
- a permanent easement* to 0 ± square feet of real property
- a temporary easement* to 1152 ± square feet of real property

Located at 343 CR 24, Town of Corinth, Saratoga County, New York, further described as:

Being a portion of those same lands described in that certain deed dated February 7, 1992, and recorded February 11, 1992 in Deed Book 1327 at Page 764 in the Office of the County Clerk for Saratoga County, New York (re: Tax Map No. 88.-1-15.22), and being the same lands designated as parcel(s) 05 & 06 on Exhibit "A's", attached hereto.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is **SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00)**. This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the **Saratoga** County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent 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 municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for Two years. The Temporary Construction Easement may be extended for two (2) additional one-year terms at the option of the Buyer. Thirty (30) days prior to the expiration of the term or extended term of the Temporary Construction Easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Construction Easement for an additional one-year. The cost of each additional one-year term shall be **TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00)**. The Buyer shall include a check for the sum of **TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00)** with said written notification to the Seller.
7. **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.
  - B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
  9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
  10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
  11. 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.
  12. 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.
  13. ADDENDA. The following Addenda are incorporated into this agreement:  
 Cost to Cure     Other \_\_\_\_\_

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties have entered into this Agreement.

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

\_\_\_\_\_  
 Bethanie L. Tucker, Individually and as Executrix  
 of the Estate of Gary W. Carter

**SARATOGA COUNTY DEPARTMENT OF  
 PUBLIC WORKS**

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

By: \_\_\_\_\_  
 Print Name:  
 Title:  
 Date: \_\_\_\_\_

THE REPLACEMENT OF  
 COUNTY CULVERT LIN 332.10  
 CR 24 (SPIER FALLS ROAD)  
 OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
 DEPARTMENT OF PUBLIC WORKS  
 EASEMENT MAP

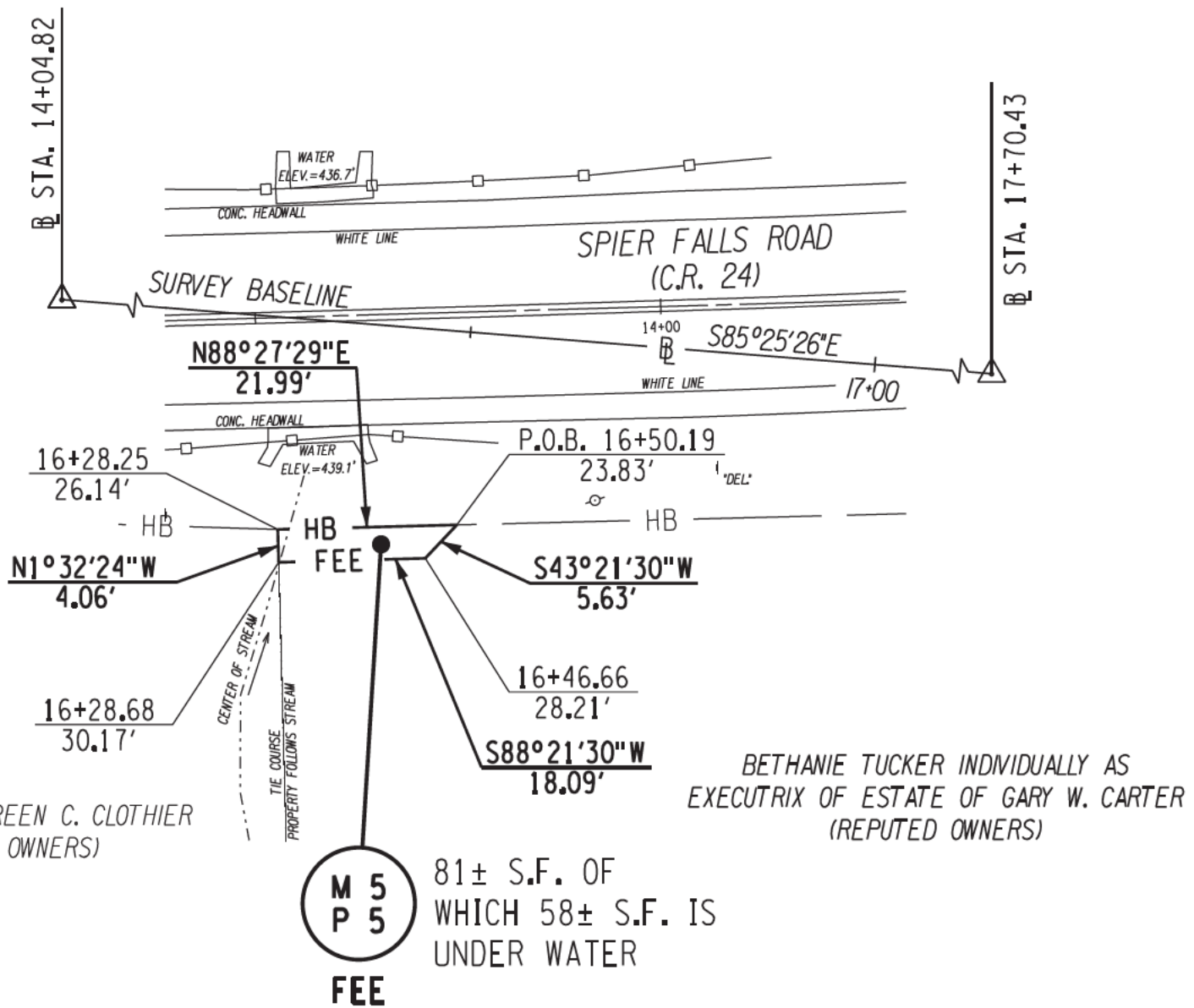
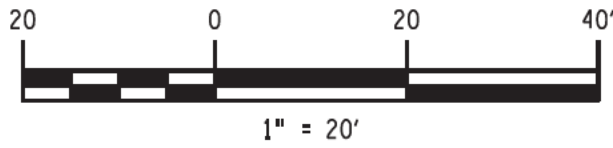
PIN 1762.06

MAP NO. 5  
 PARCEL NO. 5  
 SHEET 1 OF 2 SHEETS

PARCEL LOCATOR POB:  
 PARCEL NO: 5  
 N: 1598927.4948  
 E: 687438.0644

BETHANIE TUCKER INDIVIDUALLY AS  
 EXECUTRIX OF ESTATE OF GARY W. CARTER  
 (REPUTED OWNERS)  
 Deed Ref. L.1327 P.764

PARCEL SUMMARY:  
 TYPE: FEE  
 Portion of Saratoga County Tax  
 Map Ref. No. 88.0-1-15.22  
 TOWN OF MOREAU  
 COUNTY OF SARATOGA  
 STATE OF NEW YORK



THE REPLACEMENT OF  
COUNTY CULVERT LIN 332.10  
CR 24 (SPIER FALLS ROAD)  
OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
DEPARTMENT OF PUBLIC WORKS  
EASEMENT MAP

PIN 1762.06

MAP NO. 5  
PARCEL NO. 5  
SHEET 2 OF 2 SHEETS

All that piece or parcel of property designated as Parcel No. 5, as shown on the accompanying map, to be acquired in Fee.

Beginning at a point of the southerly line of C.R. 24 (A.K.A. Spier Falls Road), said point being 23.83 feet distant southerly, measured at right angle from Sta. 16+50.19 of the aforementioned baseline;

Thence running through lands of Bethanie Tucker Individually as Executrix of Estate of Gary W. Carter (reputed owner), S 43°21' 30" E for a distance of 5.63 feet to a point, said point being 28.21 feet distant southerly, measured at right angle from Sta. 16+46.66 of the aforementioned baseline;

Thence continuing running through lands of Bethanie Tucker Individually as Executrix of Estate of Gary W. Carter (reputed owner), S 88°21' 30" W for a distance of 18.09 feet to a point, said point being 30.17 feet distant northerly, measured at right angle from Sta. 16+28.68 of the aforementioned baseline;

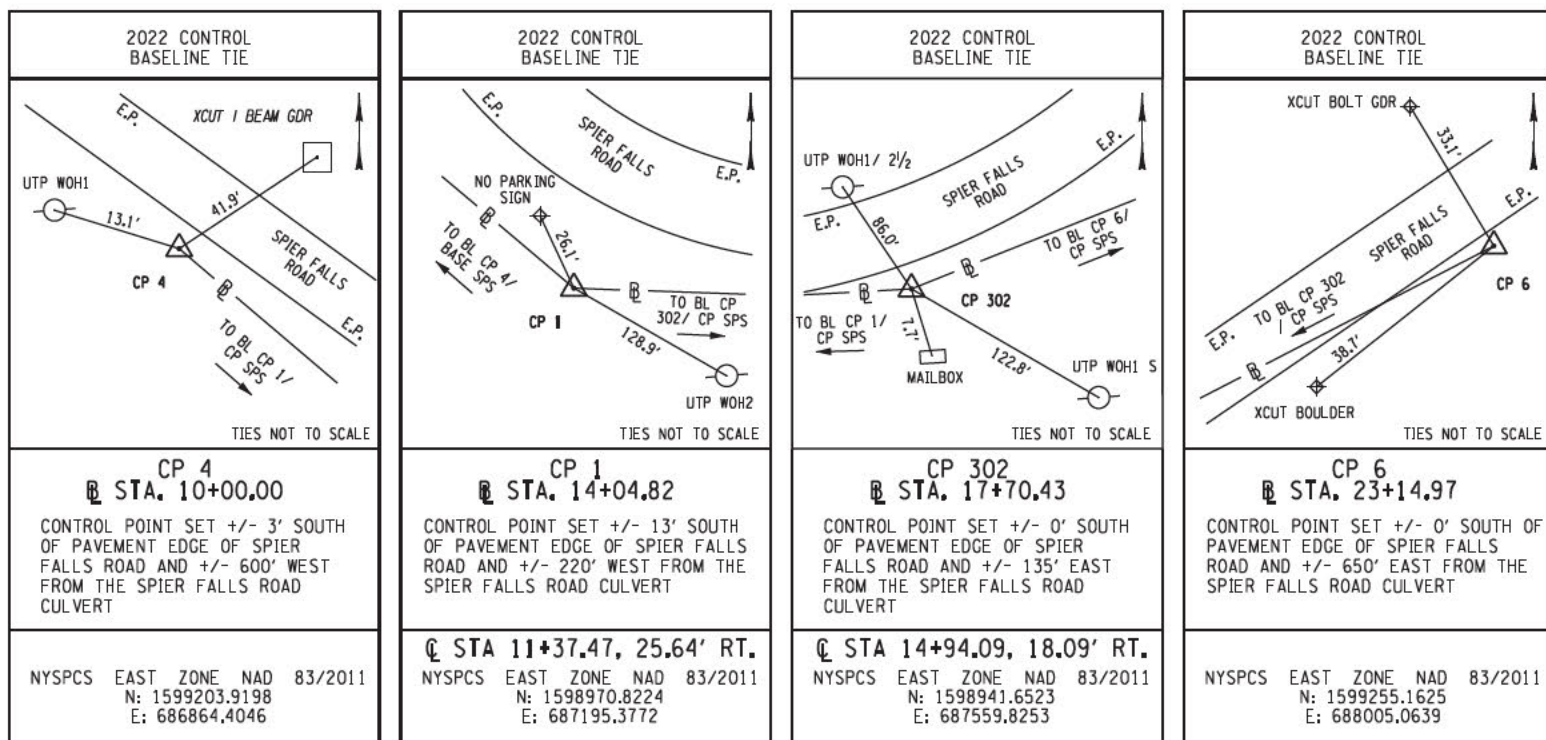
Thence continuing running through lands of Bethanie Tucker Individually as Executrix of Estate of Gary W. Carter (reputed owner), N 1°32' 24" W for a distance of 4.06 feet to a point, said point being 26.14 feet distant northerly, measured at right angle from Sta. 16+28.25 of the aforementioned baseline;

Thence running northeasterly along the southerly line of C.R. 24 (A.K.A. Spier Falls Road), N 88°27' 29" E for a distance of 21.99 feet to the Point of Beginning.

Containing 0.002 acres more or less.

The above mentioned survey baseline is a portion of the survey baseline for the replacement of CR-24 Spier Falls Road project and is described as follows:

Beginning at Sta. 10+00; Thence S 54°50' 37" E for a distance of 404.82 feet to a Sta. 14+04.82; Thence S 85°25' 26" E for a distance of 365.61 feet to a Sta. 17+70.43; Thence N 54°50' 57" E for a distance of 544.54 feet to a Sta. 23+14.97.



I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date October 26 2023

Chad M. Cooke, P.E.  
Comissioner of Public Works



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date October 23 2023

Jody J. Lounsbury Land Surveyor  
P.L.S. License No. 50715  
Control Point Associates Inc., PC



THE REPLACEMENT OF  
 COUNTY CULVERT LIN 332.10  
 CR 24 (SPIER FALLS ROAD)  
 OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
 DEPARTMENT OF PUBLIC WORKS  
 EASEMENT MAP

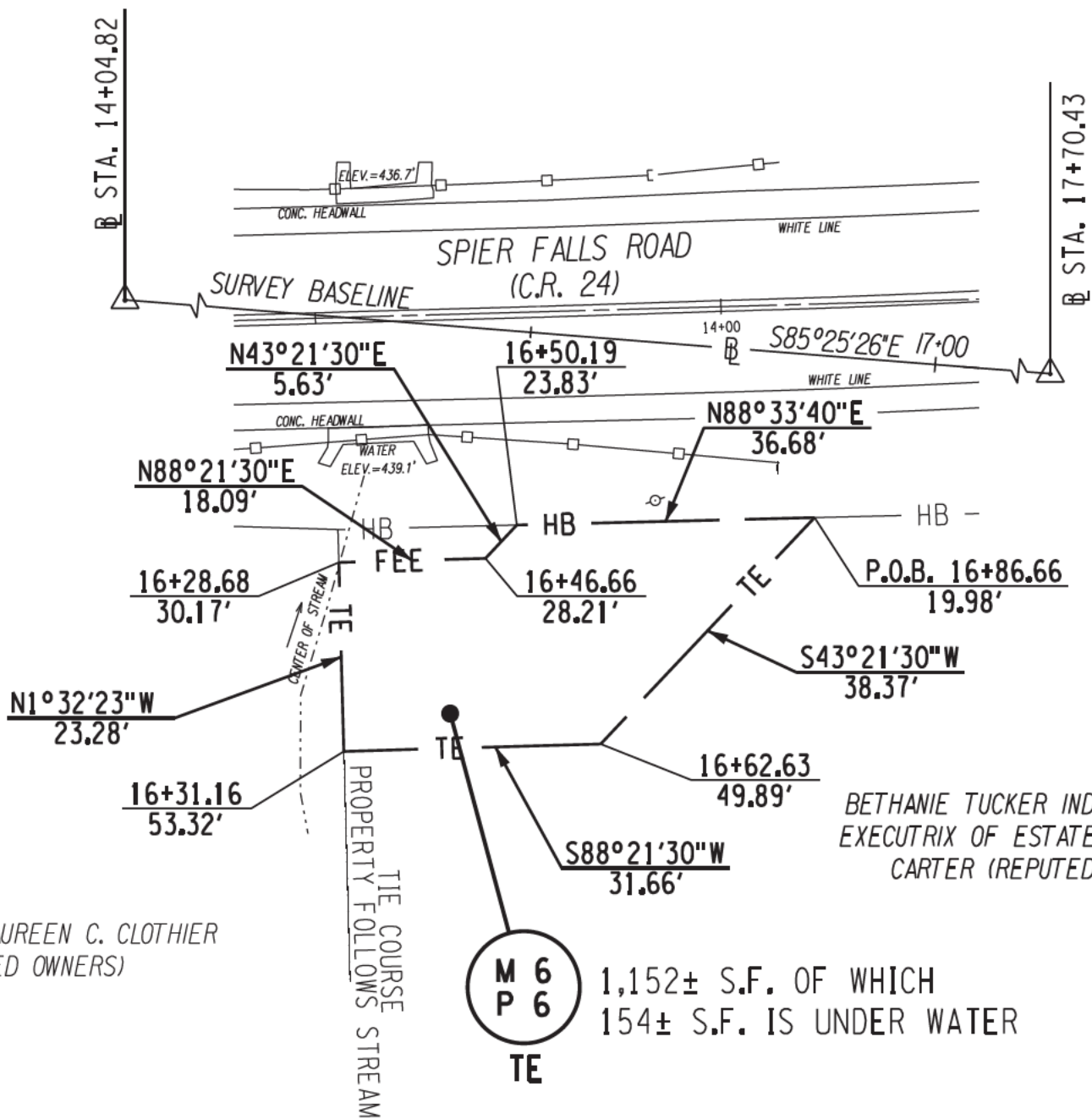
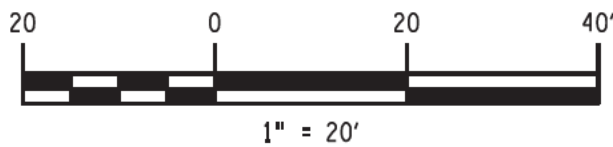
PIN 1762.06

MAP NO. 6  
 PARCEL NO. 6  
 SHEET 1 OF 2 SHEETS

PARCEL LOCATOR POB:  
 PARCEL NO: 6  
 N: 1598928.4157  
 E: 687474.7310

BETHANIE TUCKER INDIVIDUALLY AS  
 EXECUTRIX OF ESTATE OF GARY W. CARTER  
 (REPUTED OWNER)  
 Deed Ref. L.1327 P.764

PARCEL SUMMARY:  
 TYPE: PERMANENT EASEMENT  
 Portion of Saratoga County Tax  
 Map Ref. No. 88.0-1-15.22  
 TOWN OF MOREAU  
 COUNTY OF SARATOGA  
 STATE OF NEW YORK



STEVEN P. & LAUREEN C. CLOTHIER  
 (REPUTED OWNERS)

BETHANIE TUCKER INDIVIDUALLY AS  
 EXECUTRIX OF ESTATE OF GARY W.  
 CARTER (REPUTED OWNER)

THE REPLACEMENT OF  
COUNTY CULVERT LIN 332.10  
CR 24 (SPIER FALLS ROAD)  
OVER TRIBUTARY TO THE HUDSON RIVER

COUNTY OF SARATOGA  
DEPARTMENT OF PUBLIC WORKS  
EASEMENT MAP

MAP NO. 6  
PARCEL NO. 6  
SHEET 2 OF 2 SHEETS

A TEMPORARY EASEMENT to be exercised for the purpose of replacing County Culvert LIN 332.10 County Road 24 (A.K.A. Spier Falls Road) situate in the Town of Moreau, County of Saratoga, State of New York, being more particularly bounded and described as follows.

Beginning at a point of the southerly line of C.R. 24 (A.K.A. Spier Falls Road), said point being 19.98 feet distant southerly, measured at right angle from Sta. 16+86.66 of the aforementioned baseline;

Thence running through lands of Bethanie Tucker Individually as Executrix of Estate of Gary W. Carter (reputed owner), S 43°21' 30" W for a distance of 38.37 feet to a point, said point being 49.89 feet distant southerly, measured at right angle from Sta. 16+62.63 of the aforementioned baseline;

Thence continuing running through lands of Bethanie Tucker Individually as Executrix of Estate of Gary W. Carter (reputed owner), S 88°21' 30" W for a distance of 31.66 feet to a point, said point being 53.32 feet distant northerly, measured at right angle from Sta. 16+31.16 of the aforementioned baseline;

Thence continuing running through lands of Bethanie Tucker Individually as Executrix of Estate of Gary W. Carter (reputed owner), N 1°32' 24" W for a distance of 23.28 feet to a point, said point being 30.17 feet distant northerly, measured at right angle from Sta. 16+28.68 of the aforementioned baseline;

Thence continuing running through lands of Bethanie Tucker Individually as Executrix of Estate of Gary W. Carter (reputed owner), N 88°21' 30" E for a distance of 18.09 feet to a point, said point being 28.21 feet distant northerly, measured at right angle from Sta. 16+46.66 of the aforementioned baseline;

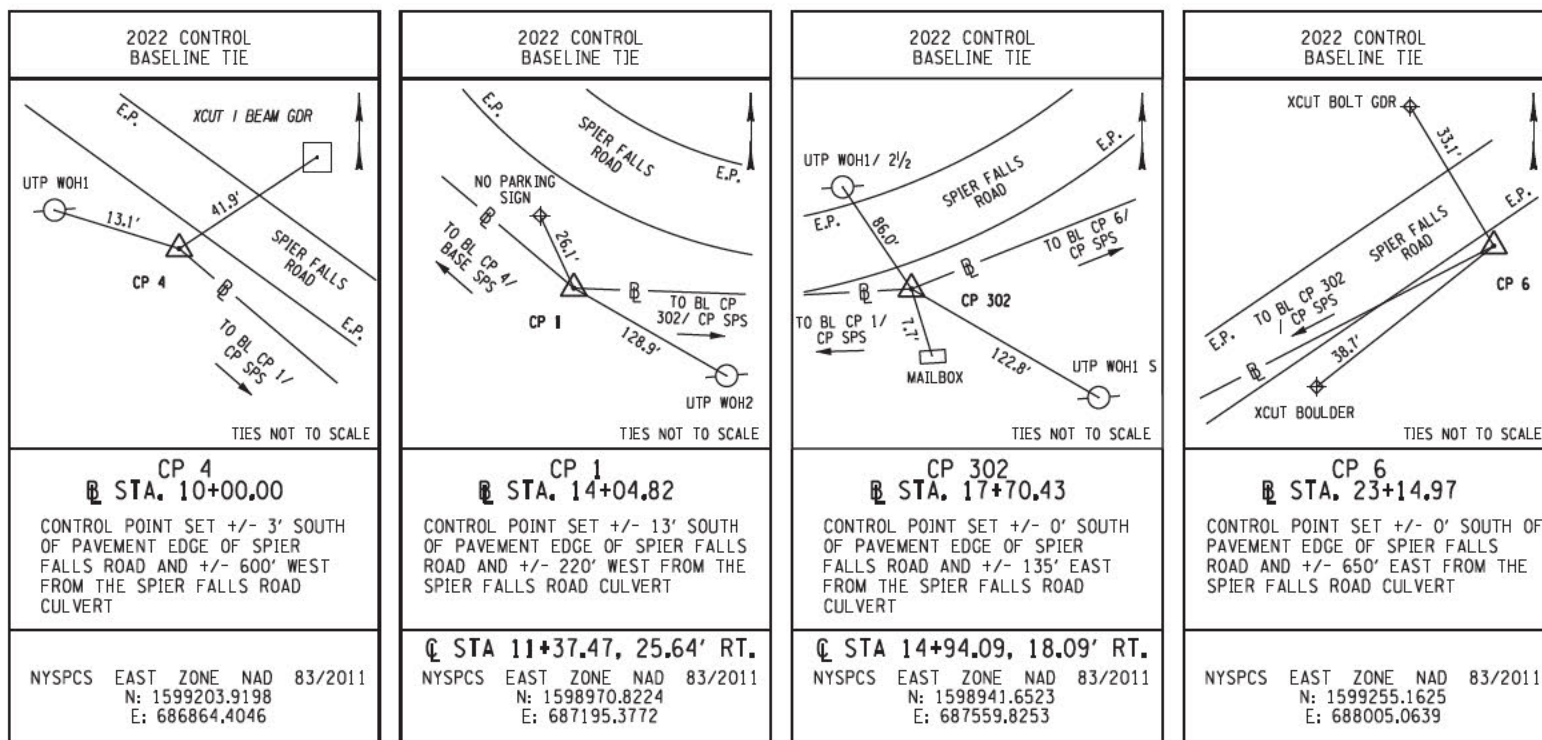
Thence continuing running through lands of Bethanie Tucker Individually as Executrix of Estate of Gary W. Carter (reputed owner), N 43°21' 30" E for a distance of 5.63 feet to a point, said point being 23.83 feet distant northerly, measured at right angle from Sta. 16+50.19 of the aforementioned baseline;

Thence running northeasterly along the southerly line of C.R. 24 (A.K.A. Spier Falls Road), N 88°33' 40" E for a distance of 36.68 feet to the Point of Beginning.

Containing 0.026 acres more or less.

The above mentioned survey baseline is a portion of the survey baseline for the replacement of CR-24 Spier Falls Road project and is described as follows:

Beginning at Sta. 10+00; Thence S 54°50' 37" E for a distance of 404.82 feet to a Sta. 14+04.82; Thence S 85°25' 26" E for a distance of 365.61 feet to a Sta. 17+70.43; Thence N 54°50' 57" E for a distance of 544.54 feet to a Sta. 23+14.97.



I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date October 26 2023

Chad M. Cooke, P.E.  
Commissioner of Public Works



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I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date October 23 2023

Jody J. Lounsbury Land Surveyor  
P.L.S. License No. 50715  
Control Point Associates Inc., PC