

RESOLUTION NO. 2026063

RE: AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY OWNED BY 789 SALISBURY TURNPIKE LLC IN CONNECTION WITH BRIDGE M-20, SALISBURY TURNPIKE (CR 53) OVER LITTLE WAPPINGER CREEK REPLACEMENT PROJECT, IN THE TOWN OF MILAN

Legislators VALDÉS SMITH, BRENDLI, LAWLER and RHODES offer the following and move its adoption:

WHEREAS, the Department of Public Works (“DPW”) has proposed replacement of Bridge M-20 located on Salisbury Turnpike (CR-53) over Little Wappinger Creek, in the Town of Milan, which project includes the acquisition of various portions of real property (the “Project”), and

WHEREAS, DPW has determined that this Project is classified as a Type II Action pursuant to Article 8 of the Environmental Conservation Law and Part 617.5(c)(1) and (2) of the NYCRR (SEQR) and will not have a significant impact on the environment and as a Type II Action no further review is required, and

WHEREAS, DPW has made a determination that in order to complete the Project, it is necessary to acquire a temporary easement over real property owned by 789 Salisbury Turnpike LLC, described as a 4,056 +/- square foot parcel, Map No. 1, Parcel No. 1 of Tax Grid No. 133600-6471-00-818291-0000, and

WHEREAS, negotiations with the property owners to acquire these properties have reached an impasse and authorization is requested to begin Eminent Domain Proceedings to acquire the temporary easement over a portion of property owned by 789 Salisbury Turnpike LLC, and

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

<u>Name</u>	<u>Map</u> No.	<u>Parcel</u> No.	<u>Area Sq. ft.</u>	<u>Proffered</u> <u>Amount</u>
789 Salisbury Turnpike LLC	1	1	4,056.00 +/-	\$625.00

now therefore, be it

PUBLIC WORKS

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and is hereby authorized and empowered to commence proceedings against 789 Salisbury Turnpike LLC pursuant to the Eminent Domain Procedure Law for a temporary easement over the above property in furtherance of the replacement of Bridge M-20, Salisbury Turnpike (CR-53) over Little Wappinger Creek in the Town of Milan, Dutchess County, New York.

CA-033-26
BP/CEB/rjw
L-6615
3/5/2026
Fiscal Impact: See Attached.

APPROVED

SUSAN J. SERINO
COUNTY EXECUTIVE
Date April 22, 2026

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13 day of April, 2026, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14 day of April, 2026.




JULIE HIROISHI, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

CE County Executive

GP County Attorney (as to form)

RS | GP Public Works

JF | GP Finance

DAS | B Comptroller

BM Budget

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Robert H. Balkind, P.E., Commissioner
FROM: Matthew W. Davis, Assistant Civil Engineer I *MD*
DATE: February 27, 2026

RE: RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS TO ACQUIRE A TEMPORARY EASEMENT FROM 789 SALISBURY TURNPIKE LLC IN CONNECTION WITH THE REPLACEMENT OF BRIDGE M-20, SALISBURY TURNPIKE (CR 53) OVER LITTLE WAPPINGER CREEK, TOWN OF MILAN, DUTCHESS COUNTY, NY

The Department of Public Works is seeking authorization to begin condemnation proceedings to acquire a temporary easement to 4,056+/- square for the purchase price of \$625.00 as described in the attached agreement to purchase real property.

The temporary easement is located at 779-793 Salisbury Turnpike in the Town of Milan, Parcel Identification Number: (133600-6471-00-818291-0000).)

The initial offer package was mailed certified and regular to the property owner on September 20, 2025. The certified mailing was returned as unclaimed, but the regular mailing was not returned. Several phone messages were left for the owner but never responded too. The County Attorney's Office sent a final reminder letter that the ninety (90) calendar days to consider this offer had passed. The County Attorney's Office will continue to try to contact and work with the property owner to secure the temporary easement without condemnation. If the County Attorney's Office can secure all the necessary closing documents before the April 13, 2026, legislative board meeting this condemnation request will be pulled from the agenda.

The subject project is classified as a Type II Action as per 6 CRR-NY 617.5.(c).(1) and (2).

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 625

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$625
Over Five Years: _____

Additional Comments/Explanation:

RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS TO ACQUIRE A TEMPORARY EASEMENT FROM 789 SALISBURY TURNPIKE LLC, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE M-20, SALISBURY TURNPIKE (CR 53) OVER LITTLE WAPPINGER CREEK, TOWN OF MILAN, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis

Prepared On: 2/26/26

AGREEMENT TO PURCHASE REAL PROPERTY

Project: REPLACEMENT OF BRIDGE M-20, SALISBURY TURNPIKE (CR 53) OVER LITTLE WAPPINGER CREEK, TOWN OF MILAN, DUTCHESS COUNTY, NY

This Agreement by and between 789 SALISBURY TURNPIKE LLC, with an address at 789 Salisbury Turnpike, Red Hook, NY 12571, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer."

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

- ☒ a temporary easement to 4,056.00 +/- square feet of real property.
Purchase Price: \$625.00

Located at 779-793 Salisbury Turnpike, Milan, NY 12571, being further described on Map 1, Parcel 1, attached hereto.

Being a portion of those same lands described in that certain deed dated September, 2015, and recorded November 10, 2015, as Document Number 02 2015 7361, in the Office of the County Clerk for Dutchess County, re: Parcel Number (133600-6471-00-818291-0000).

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None
3. TEMPORARY EASEMENT USE. The temporary easement shall be exercised for the purpose of access and constructing or reconstructing a bridge together with all appearances.
4. TERM OF TEMPORARY EASEMENT. The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.
5. PURCHASE PRICE. The total purchase price is SIX HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$625.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.
6. THE PARTY OF THE SECOND PART is required to restore the property of the party of the first part that is disturbed as a result of construction personnel or equipment

access to the condition that it was on the date of the execution of the temporary easement, to the extent reasonably possible.

7. THE PARTY OF THE FIRST PART AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the party of the second part, its employees, contractors, invitees or agents in the use of the Easement Premises in connection with this temporary easement. The party of the second part agrees to defend, indemnify and hold harmless the party of the first part, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the party of the second part of the easement premises, or the acts of party of the second part, its agents, employees or contractors.
8. THE CONTRACTOR hired by the party of the second part shall maintain in effect during the term of this temporary easement, general liability insurance coverage to cover the work being done on the property that is the subject of the temporary easement. The party of the first part shall be listed as additional insured on the contractor's certificate of insurance.
9. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
 - A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.
10. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
11. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

12. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
13. **ENTIRE AGREEMENT.** This Agreement when signed by both the Buyer and the Seller will be the record of the complete Agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
14. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
15. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.
16. **CLOSING DATE AND PLACE.** Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.
17. **COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this _____ day of _____ 2026, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

SELLER: _____
789 Salisbury Turnpike LLC,

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:

Department of Public Works

BUYER: _____
County of Dutchess



REPLACEMENT OF BRIDGE M-20
SALISBURY TURNPIKE OVER
LITTLE WAPPINGER CREEK

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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

Parcel Locator Point:
Parcel No. 1
N: 1137284.1447
E: 686361.1856
NAD 83

789 SALISBURY TURNPIKE LLC
(REPUTED OWNER)

LIBER 22015 PAGE 7361

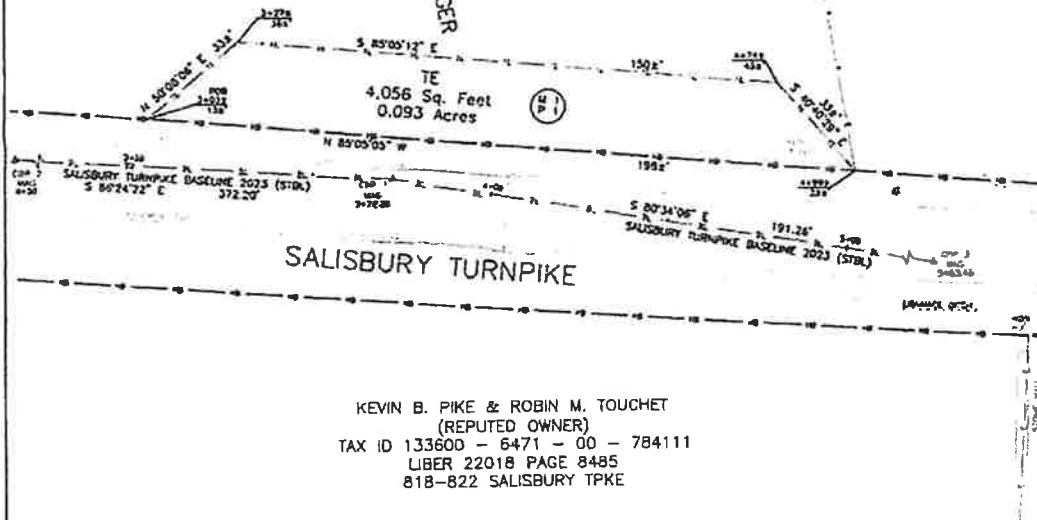
Parcel Summary:

Type TE
Portion of 2023 Tax Map Adjacent to
Tax Map Ref. No. 133600-6471-00-818291
Town of SALAM
County of DUTCHESS
State of New York

789 SALISBURY TURNPIKE LLC
(REPUTED OWNER)
TAX ID 133600 - 6471 - 00 - 818291
LIBER 22015 PAGE 7361
789 SALISBURY TPKE

LITTLE WAPPINGER
CREEK

ARI KAPLAN
(REPUTED OWNER)
TAX ID 133600 - 6471 -
00 - 936226
LIBER 22016 PAGE 7048
FILED MAP #12356 LOT 4
WINDING CREEK LN



KEVIN B. PIKE & ROBIN M. TOUCHET
(REPUTED OWNER)
TAX ID 133600 - 6471 - 00 - 784111
LIBER 22018 PAGE 8485
818-822 SALISBURY TPKE



Prepared By: T. RUBIO Checked By: L. GRAF Final Check By: S. DOLSON

File Name: Map 1-Par 1



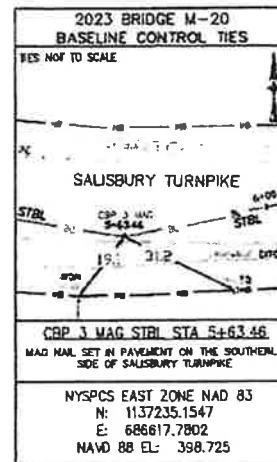
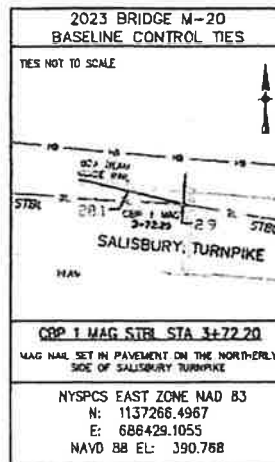
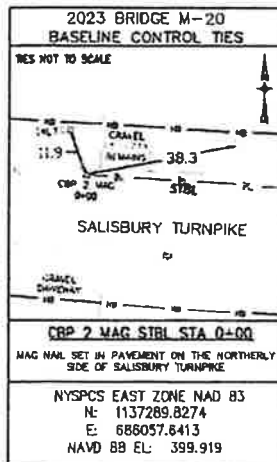
REPLACEMENT OF BRIDGE M-20
SALISBURY TURNPIKE OVER
LITTLE WAPPINGER CREEK

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 1

PARCEL NO 1

SHEET 2 OF 2 SHEETS



Temporary Easement for Work Area

A temporary easement to be exercised for the purpose of installing a bridge and wing walls, in, on, and over all that tract or parcel of land situated in the Town of Milne, County of Dutchess, and State of New York, designated as Map No. 1, Parcel No. 1, as shown on the accompanying map and described as follows:

Parcel 1:

BEGINNING at a point on the northerly side of Salisbury Turnpike, said point being 132 feet distant northerly measured at right angles from STBL Station 3+032 of the 2023 survey baseline (STBL) established for the Salisbury Turnpike over the Little Wappinger Creek Replacement of Bridge M-20 Project;

thence runs North 50° 08' 06" East for a distance of 332 feet, said point being 362 feet distant northerly measured at right angles from STBL Station 3+272 of said baseline; thence runs South 85° 05' 12" East for a distance of 1502 feet, said point being 432 feet distant northerly measured at right angles from STBL Station 4+742 of said baseline; thence runs South 40° 40' 29" East for a distance of 332 feet, said point being 222 feet distant northerly measured at right angles from STBL Station 4+992 of said baseline; thence runs North 85° 05' 05" West for a distance of 1932 feet to the point or place of beginning and containing an area of 4,0562 square feet or 0.9232 acres, more or less.

The above-mentioned survey baseline is a portion of the 2023 Survey Baseline (STBL) for the Replacement of Bridge M-20, Salisbury Turnpike over Little Wappinger Creek Project, in the Town of Milne, and is described as follows:

Beginning at STBL Station 0+00 (BL 2 Mag Nail); thence runs South 86° 24' 22" East along the northerly side of Salisbury Turnpike to STBL Station 3+72.20 (BL 1 Mag Nail);

thence runs South 80° 34' 06" East crossing over Salisbury Turnpike to STBL Station 5+63.46 (BL 3 Mag Nail).

All bearings referred to True North at the 74° 30' Meridian of West Longitude.

Reserving, however, to the owner of any right, title or interest in and to the property above delineated, and such owner's successors or assigns, the right of access and the right of using such property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

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

Date AUGUST 14 2025

Robert H. Balkind

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



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

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

Date: May 30th 2025

Stephen P. Dolson

Stephen P. Dolson - Land Surveyor
P.L.S. License No. 050554

MAP NO. 1
REVISED DATE
DATE PREPARED May 30th, 2025

Prepared By: T. RUBIO Checked By: L. GRAF Final Check By: S. DOLSON

File Name: Map 1-Par 1

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 16 - Fishkill and Beacon	Valdés Smith*	X	
District 9 - City of Poughkeepsie	Atkins*	X	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn*	X	
District 3 - LaGrange	Polasek*	X	
District 12 - East Fishkill	Metzger*	X	
District 6 - Town of Poughkeepsie	Kaul	X	
District 8 - City and Town of Poughkeepsie	Brendli (C)		ABSENT
District 10 - City of Poughkeepsie	Johnson	X	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	X	
District 18 - City of Beacon and Fishkill	Rhodes (VC)	X	
District 22 - Beekman and Union Vale	Tresca	X	
District 24 - Dover and Pawling	House	X	

Present: 11

Resolution:

Total : 11

Absent: 1

Motion:

Yes

No

Vacant:

Abstentions:

2026063 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A TEMPORARY EASEMENT ON REAL PROPERTY OWNED BY 789 SALISBURY TURNPIKE LLC IN CONNECTION WITH BRIDGE M-20, SALISBURY TURNPIKE (CR 53) OVER LITTLE WAPPINGER CREEK REPLACEMENT PROJECT, IN THE TOWN OF MILAN

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	X	
District 9 - City of Poughkeepsie	Atkins	X	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	X	
District 3 - LaGrange	Polasek	X	
District 12 - East Fishkill	Metzger	X	
District 1 - Town of Poughkeepsie	Redl		ABSENT
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	X	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	X	
District 5 - Town of Poughkeepsie	Shah	X	
District 6 - Town of Poughkeepsie	Kaul	X	
District 7 - Hyde Park and Pleasant Valley	Darrow	X	
District 8 - City and Town of Poughkeepsie	Brendli	X	
District 10 - City of Poughkeepsie	Johnson	X	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	X	
District 13 - East Fishkill and Wappinger	Giles	X	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	X	
District 15 - Wappinger	Faust		ABSENT
District 17 - Town and Village of Fishkill	McHoul	X	
District 18 - City of Beacon and Fishkill	Rhodes	X	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	X	
District 21 - East Fishkill	Caswell		ABSENT
District 22 - Beekman and Union Vale	Tresca	X	
District 23 - Pawling, Beekman and East Fishkill	Rolison	X	
District 24 - Dover and Pawling	House	X	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander	X	
Present:	<u>22</u>	Resolution:	<u> </u>
Absent:	<u>3</u>	Motion:	<u> </u>
Vacant:	<u> </u>	Total :	<u>22</u> <u>0</u>
		Yes	No
		Abstentions:	<u> </u>

CONSENT AGENDA: RESOLUTIONS 2026043, 044, 045, 046, 047, 048, 049, 050, 052, 055, 056, 057, 059, 060, 061, 062, 063