


SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

TO: Susan Swartz, Superintendent
FROM: Andrew Giaquinto, School Business Manager 
DATE: April 2, 2025
RE: Town of Glenville – Easement for Municipal Water System

The Town of Glenville is in the process of expanding their municipal public utility for water, wastewater and stormwater to Corporations Park. As part of this expansion, the Middle School building and fields, the High School fields and the District Office will be transferring from the Village water supply to the Town water supply.

In order to complete this project, the Town needs access to property owned by the District (Tax Map Parcel #29.-3-7.11) located off Mohawk Avenue. This is the vacant land located to the right of the intersection of Corporation Park and Business Boulevard. The Easement involves access to a .176 acre parcel. The Easement prohibits us from placing any structures, permanent walls or fences, or other improvement within the Easement.

The Easement was reviewed and approved by Girvin and Ferlazzo. Timing of this easement is of the essence, so I respectfully request that you bring the attached resolution to the Board of Education at the April 7 meeting. Thank you for your attention to this matter.

AG/cc

Attachment

**RESOLUTION
EASEMENT TO TOWN OF GLENVILLE**

WHEREAS, the Town of Glenville operates municipal public utilities for water, wastewater and stormwater and wishes to obtain an easement from the Scotia-Glenville Central School District to utilize a portion of property owned by the District in order to install, operate and maintain underground piping and infrastructure for the water system; and

WHEREAS, the Town of Glenville has agreed to maintain the installation, to indemnify the District for claims arising out of its exercise of the easement, to repair any damages to the lands of the District directly caused by the exercise of its easement, and to restore the surface of the easement area.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Education grants the requested easement to the Town of Glenville pursuant to the terms and conditions as set forth in the Permanent Easement attached hereto and made a part hereof, and be it

FURTHER RESOLVED, that the Superintendent of the District is herein authorized to execute any and all documents necessary to effectuate this resolution and the easement.

04/07/25

PERMANENT EASEMENT

THIS PERMANENT EASEMENT is made and entered into this _____ day of _____, 2025 between Scotia Glenville Central School District (hereinafter referred to as "Owner"), of 900 Preddice Parkway, Glenville, NY and the Town of Glenville (hereinafter referred to as "Grantee"), a NY municipal corporation with its office at 18 Glenridge Road, Glenville, NY.

WITNESSETH

WHEREAS, pursuant to a deed filed in the Clerk's Office in Schenectady County at Liber 959 of Deeds, Page 272, the Owner is the owner of property designated as Tax Map Parcel #29.-3-7.11, and located off Mohawk Ave. (Rte 5) in the Town of Glenville, County of Schenectady, New York (hereinafter referred to as the "Property"), and more particularly described on the attached map; and

WHEREAS, Grantee operates municipal public utilities for water, wastewater and storm water and wishes to utilize a portion of the aforementioned property owned by Owner to install, operate and maintain underground piping for the water system and to gain access to and for ingress and egress to the infrastructure of the said utility system in order to operate and maintain the infrastructure; and

WHEREAS, the portion of the aforementioned property to be utilized by the Grantee and owned by the Grantor is described as being fifty (71) feet in width, approximately ninety (159) feet in length and 0.176 acres as shown on the attached map;

NOW, THEREFORE, in consideration of the covenants herein, and the payment by Grantee to the Owner of the sum of One Dollars and 00/100 Dollars (\$1.00) and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Owner hereby gives and grants to the Grantee, its employees and contractors, the right to enter upon and use the aforementioned Easement as shown on the attached map and as described as for the following purposes:

- A. To install underground watermain and to have access to and for ingress and egress to the watermain and all existing utilities.
- B. To engage in such minor excavation, filling and grading as may be necessary to maintain all infrastructure.
- C. The grantee shall be responsible for maintenance and repair water, sewer, and stormwater infrastructure in the utility easement but shall not be responsible for damage caused by others.

2. The Owner, his successors and assigns, shall have the right to make use of the Easement in such manner as shall not be inconsistent with the use of this Easement by the Grantee, but shall place no buildings within said Easement, and shall place no other structures, trees, permanent walls or fences, or other improvement within said Easement that shall prevent

or unreasonably interfere with the Grantee's ability to have access to and for ingress and egress to the utility infrastructure of the said municipal sanitary sewer system in the future.

3. Grantee agrees to hold the Owner harmless, including reasonable attorney's fees, from any and all liability arising out of any activities conducted on the Property by the Grantee or its employees or contractors pursuant to this easement.

4. This Easement shall inure to the benefit of and shall bind grantees, distributees, legal representatives, successors, heirs, and assigns of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the day and year first above written.

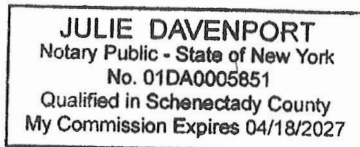
Owner

Robert T. Kirkham Jr.
Grantee

State of New York)

County of Schenectady

On this 31st day of March, 2025 before me the undersigned, personally appeared Robert T. Kirkham Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



Julie Davenport
Notary Public

State of New York)

County of _____)

On this _____ day of _____, 2025 before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public



TOWN OF GLENVILLE UTILITY EASEMENT

SHEET NO:

TOWN OF
GLENVILLE

REVISIONS

NO.	DATE	DESCRIPTION

DATE: **03/25/25**
 DRAWN BY: **JMF**
 SCALE: **1"=100'**
 REVIEWED BY:
 PROJECT NO.:
 FILE:

DELAWARE ENGINEERING, D.P.C.



ALBANY:
 28 Madison Avenue Extension - Albany, NY 12203
 Phone: (518) 452-1290 - Fax: (518) 452-1335
ONEONTA:
 55 SOUTH MAIN ST - Oneonta, NY 13820
 Phone: (607) 432-8073 - Fax: (607) 432-0432