

**RETAIN THIS COPY**  
 NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
 OFFICE OF RIGHT-OF-WAY

## AGREEMENT FOR ADVANCE PAYMENT

PIN **409660221**PROC **15080**PROJECT **SH 1836, Moseley Road**MAP(S) **15; 15**PARCEL(S) **15; 15**COUNTY **Monroe**TOWN/CITY **Perinton**

VILLAGE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, between

**Perinton Ecumenical Ministries, Inc.****1010 Moseley Road****Fairport, NY 14450**

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State,"

WITNESSETH:

WHEREAS, pursuant to statute, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Ten Thousand Eight Hundred Twenty Five and 00/100 Dollars (\$10,825.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.
2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver, or cause to be executed and delivered, to the Attorney General, all title papers or other papers reasonably necessary to effect a valid transfer of title, authorize payment, and secure to the State a full release of all claims (other than the claim of Claimant) existing by reason of the aforementioned appropriation, including such claims existing by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project. The State will identify such title papers or other papers reasonably necessary, upon written request for this information by Claimant.
3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Office of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.
4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees, and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
5. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.
6. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.

7. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this Agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgment dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by Claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates, or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.

8. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.

9. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this Agreement for Advance Payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval, or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt, or satisfaction therefor in consideration of the payment made hereunder.

10. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants, or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

11. It is understood and agreed by and between the parties hereto that any temporary occupancy beyond N/A months from the date of vesting by the State of New York will result in an additional payment at a rate of \$N/A per month, until the State files a certificate of termination of the temporary easement or the current property owner divests itself of its interest in the property, whichever is earlier. A final payment for this temporary occupancy will be made upon the termination of the temporary easement pursuant to Highway Law Section 30(20) by the filing of the Certificate of Termination.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

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

Claimant:

Perinton Ecumenical Ministries, Inc.

BY: X

ITS: X

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

X

(Notary Public)

APPROVED:

COMMISSIONER OF TRANSPORTATION  
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
(for the State Comptroller)

By: \_\_\_\_\_  
(Director of Office of Right of Way)

Land Contract  
No. \_\_\_\_\_



**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
PROPERTY ACQUIRED BY APPROPRIATION  
INTEREST SUPPLEMENT TO AGREEMENT**

Lawful interest will be paid on the amount you are entitled to receive under this Agreement. State law governs the amount of interest you are entitled to and how that interest is calculated.

Interest payments are determined as follows:

1. Interest shall begin to accrue on the amount payable to you under this Agreement from the earlier of:
  - a. The transfer of title to the State by the filing of an appropriation map in the office of the County Clerk in the County where the property is located; or
  - b. The date upon which the State or its contractors enter the property for construction purposes, if title has not been already transferred to the State by the filing of the appropriation map as in a. of this paragraph.
2. Interest shall be paid at a rate established by statute. Current law applying to your claim requires that, unless the State has deposited the amount you are entitled to receive under this Agreement into a Special Eminent Domain Account (the "Special Account"), the State will pay interest at a rate not to exceed 9 per cent per annum (simple interest and not compounded). If your money has been deposited into the Special Account, you will be paid interest at a rate to be determined by the State Comptroller based upon the rate of interest earned by the Special Account during the period of deposit. Please note that the rate of interest earned by the Special Account may be significantly less than 9%.
3. The State is not required to pay interest, and interest will be suspended on the amount due under this Agreement, if:
  - a. You notify the State in writing that you reject the offer of compensation contained in this Agreement; or
  - b. You fail to notify the State in writing within 90 days from the date upon which you receive this Agreement that you accept the offer of compensation under the terms contained in this Agreement; or
  - c. You fail to return the agreement and/or the closing papers provided to you, or the other proofs required by the State (collectively, the closing papers and other proofs are hereafter referred to as the "Closing Papers") within 90 days from the date upon which you receive the Closing Papers, and your failure is unreasonable.
4. The interest suspensions described in paragraph 3. of this supplement shall continue until such time as you accept the State's offer, or you return the Agreement and/or all of the Closing Papers supplied to you, properly executed in a manner satisfactory to the State, whichever is applicable.

NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION  
ACQUISITION MAP

MAP NO. 15  
PARCEL NO. 15  
SHEET 1 OF 2 SHEETS

MOSELEY ROAD, S.H. NO. 1836

PIN 403660

MAP REFERENCE INFORMATION:

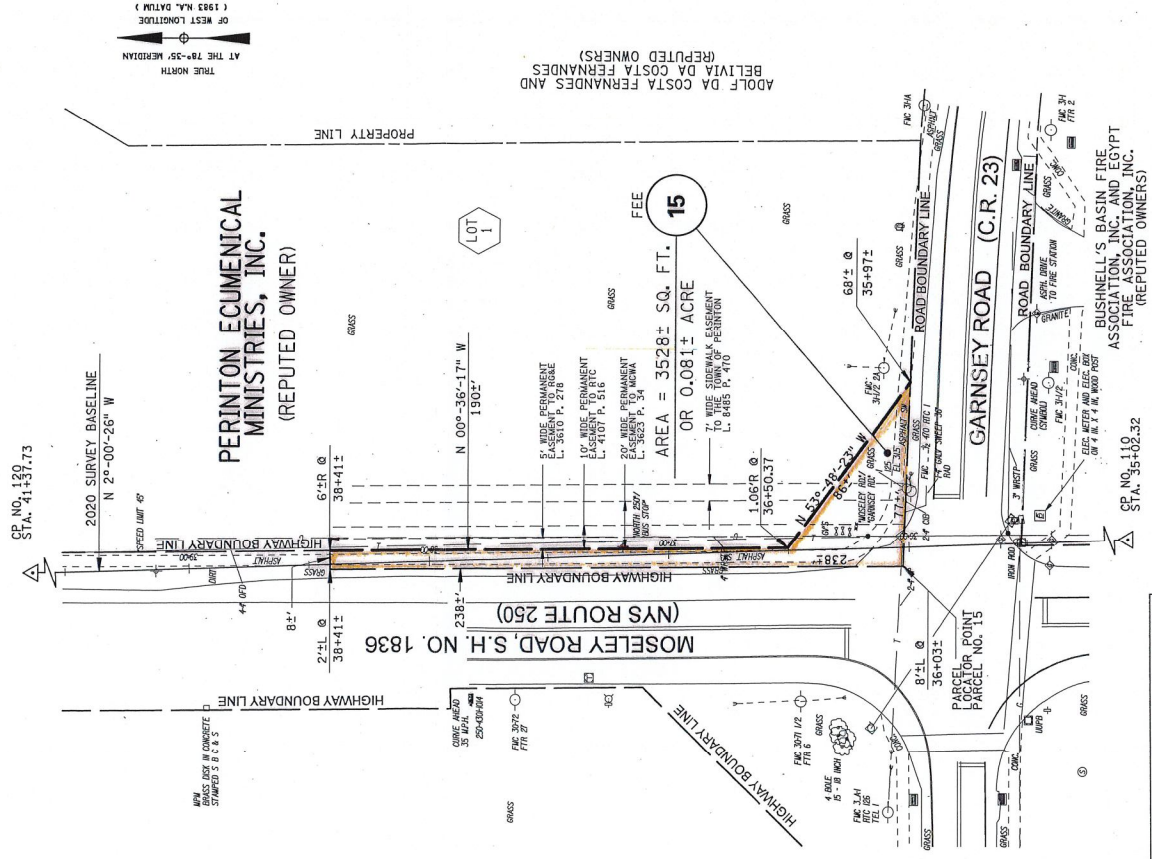
Dated 8/9/1993 Filed 6/9/2001 CCM L-280P.15  
LOT 1 OF THE ADVENT HOUSE SUBDIVISION PLAN  
PART OF LOT NO. 38, TOWNSHIP 12,  
RANGE 4 OF THE PHELPS & GORHAM PURCHASE  
Parcel Locator Points:  
Parcel No. 15  
N: 1115005.392  
E: 1453265.658

PERINTON ECUMENICAL MINISTRIES, INC.

(REPUTED OWNER)  
CCD L8441 P.69  
TRN 1

PARCEL SUMMARY:

Type: FEE  
Portion of 2013 Tax  
Map Ref. No. 180.03-1-1.12  
Town of Perinton  
County of Monroe  
State of New York



NOTE: LOCATIONS OF ANY UNDERGROUND UTILITIES AND EASEMENTS FOR SAID UTILITIES SHOWN ON THIS MAP ARE APPROXIMATE.

REPRESENTED BY

CHECKED BY

D. WILBERT

FINAL CHECK BY

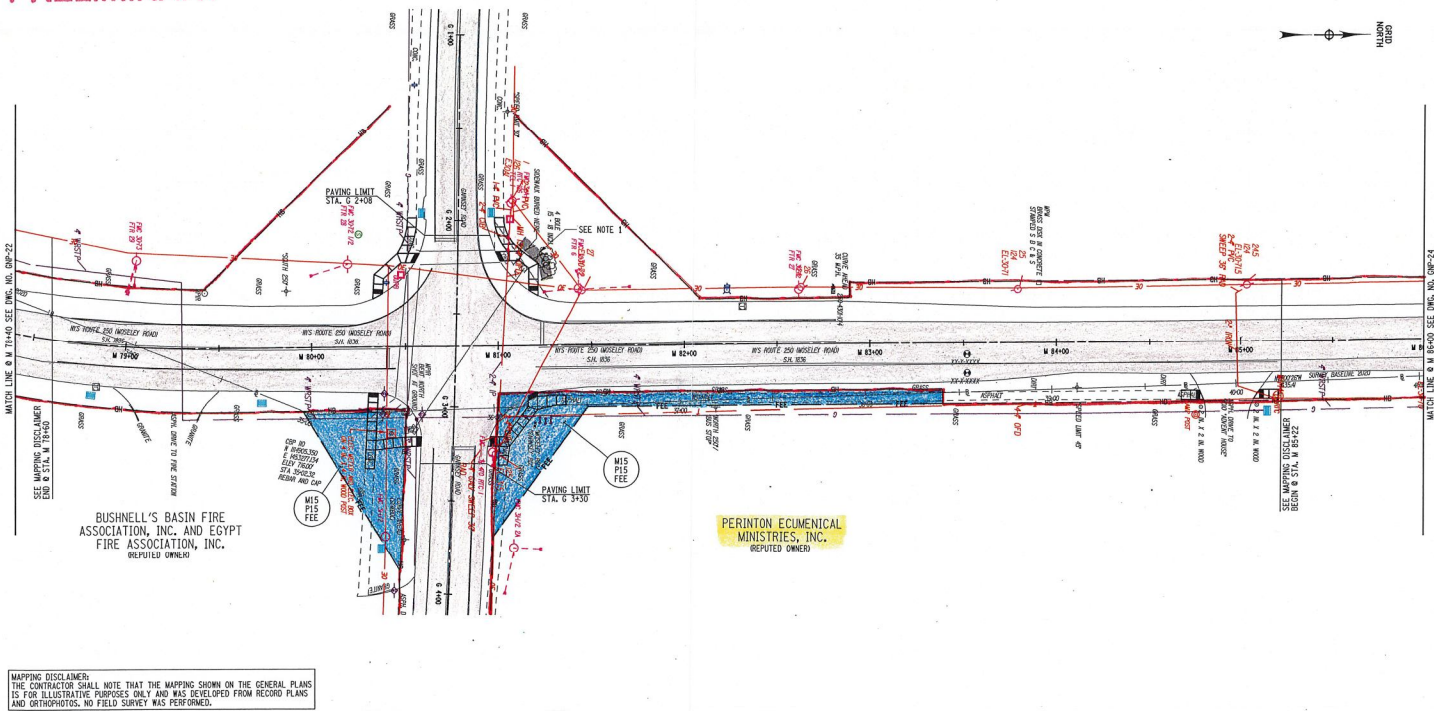
D. ANGELINI

FILE NAME =

FILE NAME: 409660.dwg, 02/21/2007  
DATE/TIME: 08:56:23 EDT  
USER: vyzdomansky

DESIGN SUPERVISOR: J. BRASACCHIO  
DESIGN: V. VYZDOMANSKY  
CHECK: V. VYZDOMANSKY  
PROJECT MANAGER: J. COMMISSO

# PRELIMINARY



**MAPPING DISCLAIMER:**  
THE CONTRACTOR SHALL NOTE THAT THE MAPPING SHOWN ON THE GENERAL PLANS IS FOR ILLUSTRATIVE PURPOSES ONLY AND WAS DEVELOPED FROM RECORD PLANS AND ORTHOPHOTOS. NO FIELD SURVEY WAS PERFORMED.

## LEGEND:

- CLEARING AND GRUBBING LIMITS
- PCC RAMP/SIDEWALK

## NOTES:

- ITEM 201.07 - CLEARING & GRUBBING SHALL INCLUDE TREE TRIMMING AND TREES LESS THAN 4" IN DIAMETER. APPROXIMATE LIMITS SHOWN. ADDITIONAL CLEARING AND GRUBBING BASED ON FIELD CONDITIONS SHALL BE APPROVED BY E.I.C. AND REGIONAL LANDSCAPE ARCHITECT.

## COLOR KEY

- Highway
- Fee Acquisition
- Permanent Easement
- Existing Highway Boundary/Property Line

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

PITTSFORD - VICTOR, PARTS 1B AND 2 - S.H. 8223  
MOSLEY ROAD - S.H. 1836  
ROUTES 96 & 250  
TOWN OF PERINTON  
COUNTY: MONROE  
REGION: 04

PIN 4096.60  
UTILITY QUALITY LEVEL C

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED  
GENERAL PLAN

CONTRACT NUMBER

DRAWING NO. GNP-23  
SHEET NO.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED. THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NEW YORK  
Department of Transportation

## **Description of Project**

This preventative maintenance project will resurface the pavement on Routes 96 and 250 (Moseley Road) in the Town of Perinton, Monroe County to provide a smoother riding surface for the traveling public. Work limits will include Route 96 from Garnsey Road to Monroe/Ontario County Line and Route 250 from Route 96 to Route 31. The project will include the replacement of two traffic signals, the upgrade of five traffic signals and the repair and/or replacement of sidewalk ramps for ADA compliance. It will also address any deficient pavement markings, guiderail and signs.

The current schedule is for construction to begin in the summer of 2022 and for all improvements to be completed in the 2023 construction season. For the paving operation, it is anticipated that traffic along Routes 96 and 250 will be maintained during construction with the use of short-term single lane closures.



**AUTHORIZING X** \_\_\_\_\_ *(OFFICER'S NAME)* **TO EXECUTE CLOSING PAPERS ON BEHALF**  
**OF Perinton Ecumenical Ministries, Inc.**

Secretary of the \_\_\_\_\_  
(NAME OF GOVERNING BODY [i.e. Board of Directors])  
Of the Perinton Ecumenical Ministries, Inc.

## EXPLANATION OF ACQUISITION/OFFER OF SETTLEMENT

**PIN:** 409660221      **PROC#:** 15080      **DECL:** 1335  
**SH:** 1836      **PROJECT:** Moseley Road  
**COUNTY:** Monroe      **TOWN/CITY:** Perinton      **VILLAGE:**  
**MAP(S):** 15; 15      **PARCEL(S):** 15; 15  
**CLAIMANT(S):** Perinton Ecumenical Ministries, Inc.

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### EXPLANATION OF ACQUISITION

Map 15, Parcel 15 is an irregular-shaped parcel containing 3,528± square feet (0.081± acres). This parcel is located in the southwest corner of the property, at the intersection of Garnsey Road and Moseley Road (NYS Route 250). It will be appropriated in Fee. This parcel is needed for the construction of the highway and its appurtenances.

The total set out below includes compensation for asphalt sidewalk and lawn.

Unit Value: Parcel 15: 3,528± SF x \$2.40/SF

#### Offer Of Settlement

1. Direct Damages	<b>\$10,825.00</b>
2. Indirect Damages	<b>\$0.00</b>
3. Rental Value - Temporary Occupancy	<b>\$0.00</b>
4. Rental Value - Temporary Easement	<b><u>\$0.00</u></b>
<i>Total Damages - Just Compensation</i>	<b>\$10,825.00</b>

The above value represents the amount of our highest approved appraisal, developed in accordance with appraisal standards as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). If you are satisfied with our explanation of the acquisition and wish to settle your claim with the State, you may request that we send you the Agreement of Adjustment and Release of Owner for execution. If you wish to leave your claim open and still collect the offered compensation, you may execute all three of the enclosed Agreement for Advance Payment documents, keeping one for your records and returning two in the self-addressed envelope provided. Once we receive your signed agreement and the closing papers have been completed and processed, payment can be made to you.

Please note that, in making this offer and any subsequent payment, the Commissioner of Transportation and the State of New York reserve certain rights, as explained in this paragraph. If, in the course of the construction of this project or the use or occupation of the property by the State or its authorized agents, it is discovered that hazardous or contaminated materials are present on any portion of the property in which the State is acquiring an interest, and such condition requires remediation by the Department of Transportation and/or some other State agency, the Commissioner and the State shall have the right to assert any claim, fine or penalty authorized by law against you or any other person or entity who owned, occupied or used the property, or caused such contamination, prior to the State's acquisition. This includes the right to assert a claim against any payments made pursuant to either of the enclosed Agreements or any subsequent payment, including any court award or settlement.

Payment of the offer, if accepted, will be made only upon approval by the Director of Office of Right of Way and/or the Comptroller of the State of New York and upon certification of the Attorney General of the State of New York as required by law.





## NEW YORK STATE DEPARTMENT OF TRANSPORTATION

### *HOW PROPERTY IS ACQUIRED IN NEW YORK STATE*

The acquisition of property required for a public improvement occurs only after an extensive, coordinated process that includes careful planning, engineering and design. This leads to a determination of property that is needed to construct a public improvement. You may have attended one or more of the public hearings as part of the overall process.

When it is necessary for the Department to acquire private property, a detailed map is prepared to illustrate the extent of right of way needed from each property. Concurrently, a title search is conducted to determine the ownership interests in the property along with any liens and encumbrances. Title to the property is transferred to the State when the map is filed with the County Clerk's Office in the county in which the property is located. ***Before any transfer of title takes place, the law requires the State make an offer in writing for Just Compensation, which is based on the amount of the State's highest approved appraisal.***

An appraisal is prepared either by Department or Consultant Appraisers, each of whom have had extensive experience in the valuation of real estate as well as having received special training in valuing property affected by eminent domain proceedings. You will be offered the opportunity to accompany the appraiser during the inspection of your property. In completing the appraisal, the Appraiser will analyze market conditions and prices at which properties similar to yours are sold. With your offer, you will receive a summary statement explaining the Just Compensation established and the basis for the valuation. If we are unable to arrive at an agreement in full settlement of your claim, you will have the option to collect an advance payment of the Just Compensation offered and continue negotiations. Agreeing to accept an advance payment affords you the time and opportunity to present additional information for consideration which you may feel has a bearing on the appraised value. Ultimately, you have the right to file a claim with the State Court of Claims if a full settlement cannot be reached. The Department representative assigned to your claim will explain the options for agreements and methods of payment at the time the offer is extended.

Occasionally, a claimant may refuse or fail to accept the State's offer, and the Map is still filed. In that case, if federal money is in any phase of the project, the amount offered will be deposited in a variable rate interest bearing account. Depositing the amount of the State's offer is considered to be the legal equivalent of payment to you and allows the State's Contractor to enter upon your property for construction even though you have not signed an agreement. To withdraw the amount deposited, a claimant must either sign an Agreement or formally request of the Court of Claims a distribution of the funds held in the interest bearing account. If there is no federal money in any phase of the project, the amount offered will not be deposited, but will accrue interest from the date the map is filed in accordance with State Law. In this situation, the filing of the map will allow the State's Contractor to enter upon your property for construction even though you have not signed an agreement.

Our acquisition process is not a routine real estate transaction, nor one which most people will experience. We expect you will have concerns and questions and we want to reassure you that our trained, professional staff will make themselves available to discuss the variety of issues that arise and assist you *throughout*.

***The Office of Right of Way at the Department of Transportation***