



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

February 6th, 2024

Honorable Joanne Cunningham
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham,

Legislative authorization is requested in two parts, declaring County-owned property located adjacent to Centre Street and Livingston Avenue as no longer necessary for public use pursuant to Local Law 2 of 1998 and authorizing the transfer of this property to the New York State Department of Transportation.

The parcel is approximately 0.02 +/- acres and will be utilized by NYS DOT for the reconstruction of the Livingston Avenue Railroad Bridge. The County will sell the parcel to NYS DOT for \$8,400.

If you have any questions regarding this request, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-5165, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization for the sale of a County-owned parcel adjacent to Centre Street and Livingston Avenue to the NYS Department of Transportation

Date: 2/6/24
Submitted By: Patrick Curran
Department: CEO
Title: Policy Analyst
Phone: 5184475639
Department Rep.
Attending Meeting: [Click or tap here to enter text.](#)

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) [Click or tap here to enter text.](#)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: A11310.01053
Revenue Amount: \$8,400

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Original Awarding Agency / Funder:
Click or tap here to enter text.
New York State Pass-Through Agency (if applicable):
Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The New York State Department of Transportation has offered \$8,400 for the purchase of a County-owned parcel located on Centre Street in the City of Albany. The parcel consists of 0.02+/- acres that runs parallel to Centre Street, and through this purchase, NYS DOT will utilize the parcel for the reconstruction of the Livingston Avenue Bridge.



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

MICHAEL G. ARTHUR, P.E.
Regional Director

January 16, 2024

Albany County
112 State Street, Room 1200
Albany, NY 12207

RE: PIN 1SRP01 PROC 15121
SH , Livingston Avenue Railroad Bridge
Town of Albany, Albany County
Map(s) 12 R-1 Parcel(s) 12

To Whom It May Concern:

The New York State Department of Transportation (NYSDOT) is progressing the above captioned project and we are now able to extend an offer of just compensation to you for your property as described in the attached map(s). Our offer, based on the amount of our highest approved appraisal, is \$8,400.00 (Eight Thousand Four Hundred and 00/100 Dollars).

To assist you with your review of our offer, enclosed please find the following documents:

- 1) **EXPLANATION OF ACQUISITION & OFFER OF SETTLEMENT (ROW 265-1)**
- 2) **HOW PROPERTY IS ACQUIRED IN NEW YORK STATE (ROW 432a)**
- 3) **ACQUISITION FACT SHEET (ROW 431a)**
- 4) **APPROPRIATION MAP:** This map depicts the area and interest the Department is acquiring. The map became official upon filing with the Department of Transportation on 10/25/2023. After you have had a reasonable opportunity to consider the offer stated above, we will record this map with the County Clerk's Office where the property is located whereupon title will transfer from you to the State of New York; you will be notified of this by personal service or certified mailing of a Notice of Appropriation and map.
- 5) **AGREEMENTS:** By law, you may receive your compensation either as an advance payment on your claim by signing and returning the enclosed Agreement for Advance Payment, or as a full settlement of your claim by signing an Agreement of Adjustment and Release of Owner (which will be provided upon request).

(a) If you sign the enclosed Agreement for Advance Payment, you may collect the amount stated on the agreement, plus applicable interest, and negotiate for additional compensation, if warranted and justified. The Agreement for Advance Payment provides you with the right to file a claim with the Court of Claims, within a three-year period from the date the Department delivers you a Notice of Appropriation. Your failure to file a claim in the Court of Claims within the three years shall be automatically deemed an acceptance of the amount paid as full settlement of your claim.

(b) If you sign the Agreement of Adjustment and Release of Owner, this settles your claim for the offered amount, plus applicable interest, and waives your right to file a claim in the Court of Claims. Please note that this agreement is not included in this offer package but is available upon request.

For either type of agreement, please execute all three (3) originals in the presence of a notary public and return all three (3) in the enclosed postpaid envelope.

- 6) **INTEREST SUPPLEMENT TO AGREEMENT (ROW 21-8)** – This is an informational sheet explaining how interest is calculated on the offered amount and will be attached to the agreements if applicable to your specific appropriation.
- 7) **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)** – This form is used to collect your Social Security/Tax Payer Identification number.
- 8) Stamped, self-addressed envelope for return of the signed agreements and other completed documents.

Please be advised that before we can issue a check for your property, the following steps must be completed:

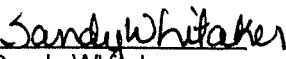
- (a) The Department must take title to the property by recording the appropriation map with the County Clerk where the property is located.
- (b) The Department must receive three (3) copies of the signed agreement from you containing original signatures, signed in the presence of a notary. The agreement must be approved by the Commissioner or his/her designee and, in certain instances, the Office of the New York State Comptroller.
- (c) IRS Form W-9 must be properly executed and returned.
- (d) Closing documents required by the New York State Attorney General's Office, which represents the Department for the closing, must be completed and returned. These documents will be sent to you after we receive the signed Agreement paperwork.
- (e) The Department must verify payment of taxes for Tax Map Parcel 65.20-2-32. *Note that if a tax was a lien on the date of vesting, proof of payment of all installments is required.

Any additional required documents needed to issue payment not already included in this package will be provided to you after the Department receives a signed agreement.

Please also note that pursuant to New York State Eminent Domain Procedure Law §304(e)(2), the Department may make a deposit in the amount of our highest approved appraisal of your property if federal funds are involved in the project and the Department determines that it is necessary to proceed with a construction contract without delay. Such a deposit complies with federal laws, rules, and regulations. You will be notified if a deposit has been made and you may apply to receive the deposited funds.

I will contact you soon to further discuss the materials enclosed and answer any questions you may have. In the meantime, should you wish to contact me, I can be reached at 518-457-4260 or by e-mail at sandra.whitaker@dot.ny.gov. Thank you.

Sincerely,


Sandy Whitaker
Real Estate Specialist 2

enclosures

cc: Acquisitions Management Bureau, POD 41
File

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Albany County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
112 State Street Room 1340

6 City, state, and ZIP code
Albany, NY 12207

7 List account number(s) here (optional)

Requester's name and address (optional)
**NYS Dept of Transportation
50 Wolf Road
Albany, NY 12232**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

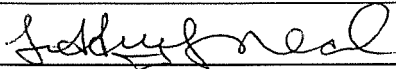
1	4	-	6	0	0	2	5	6	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► 2/1/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP
PIN: 1SRP01

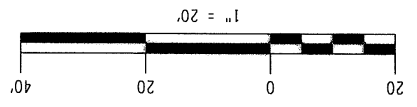
MAP NO. 12 R-1
PARCEL NO. 12
SHEET 1 OF 2 SHEETS

LIVINGSTON AVENUE
RAILROAD BRIDGE

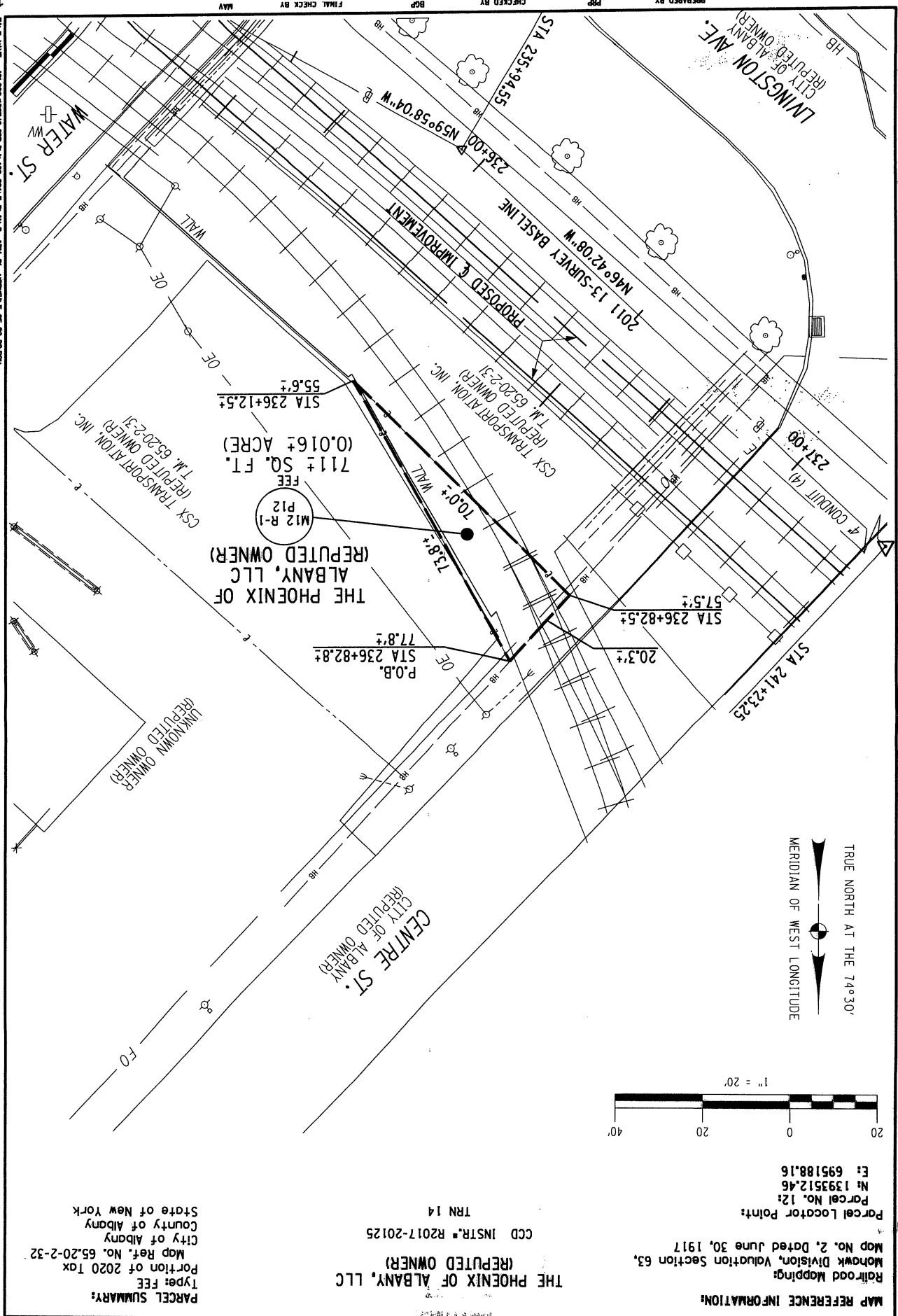
MAP REFERENCE INFORMATION:

Railroad Mapping:
Mohawk Division, Valuation Section 63,
Map No. 2, Dated June 30, 1917

Parcel Locator Point:
N: 1393512.46
E: 695188.16



TRUE NORTH AT THE 74°30'
MERIDIAN OF WEST LONGITUDE



FILE NAME: I:\MS20\7584\CON PLAN\100 SCALE PLAN-S-100M R-1-DWG.PLT 05-03-22\100

OFFICE OF RIGHT-OF-WAY
 Date January 10, 2024
 Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

OFFICE OF RIGHT-OF-WAY
 Signature: *[Handwritten Signature]*
 I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify that the same to be a true and correct copy of the original and of the whole thereof.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.
 Eminent Domain Procedure Law.
 Map of property which the Commissioner of Transportation deems necessary to be acquired in fee, for purposes connected with the Railroad System of the State of New York pursuant to Section 92 of the Railroad Law and the

THE PHOENIX OF ALBANY, LLC
 (REPUTED OWNER)

Michael R. Cukrovany, P.E.
 Regional Design Engineer
 for the Regional Director of
 Transportation, Region No. 1



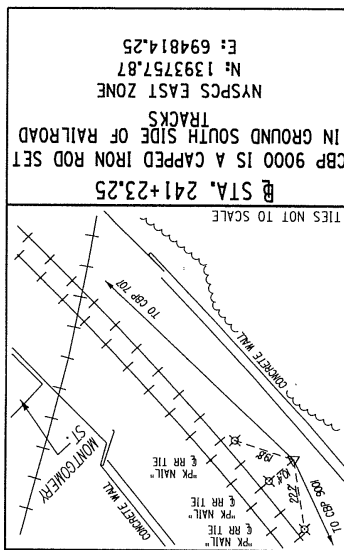
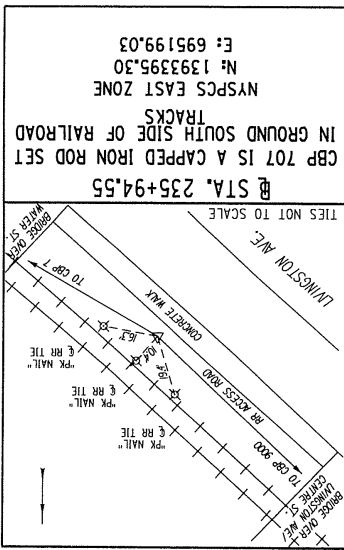
Prudent Engineering LLP
 Engineering and Land Surveying
 By Michael Anthony Venturo, Land Surveyor
 P.L.S. License No. 050079

Date January 2, 2024

Date Dec. 24, 2023
 I hereby certify that this map was prepared in accordance with current NYS DOT policies, standards and procedures.
 "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 the property mapped above is necessary for this project, and the acquisition thereof is recommended.

All bearings are based on True North at the 74°30' Meridian of West Longitude.
 Beginning of Station 235+94.55; thence North 46°42'08" West to Station 241+23.25.
 The above mentioned Survey Baseline is a portion of 2011 13-Survey Baseline for the Livingston Avenue Bridge Rehabilitation/Replacement, as shown on a map and plan on file in the Office of Counties of Albany and Rensselaer Highway Departments and described as follows:
 Beginning at a point in the southeasterly boundary of the existing Centre Street at its intersection with the division line between the property of The Phoenix of Albany, LLC (Reputed Owner) to the southwest and the property of CSX Transportation, Inc. (Reputed Owner) to the northeast, said point being 71.8± feet distant northeasterly measured at right angles from Sta. 236+82.8± of the hereinafter described 2011 13-Survey Baseline for the Livingston Avenue Bridge Rehabilitation/Replacement; thence southeasterly along said division line a distance of 73.8± feet to an angle point 55.6± feet distant northeasterly measured at right angles from Sta. 236+12.5± of said 2011 13-Survey Baseline; thence continuing northeasterly along said division line a distance of 70.0± feet to a point in said southeasterly boundary, said point being 57.5± feet distant northeasterly measured at right angles from Sta. 236+82.5± of said 2011 13-Survey Baseline; thence northeasterly along said southeasterly boundary a distance of 20.3± feet to the point of beginning, being 711± square feet (0.016± acre), more or less.



NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY

AGREEMENT FOR ADVANCE PAYMENT

PIN 1SRP01 PROC 15121
 PROJECT SH , Livingston Avenue Railroad Bridge
 MAP(S) 12 R-1 PARCEL(S) 12
 COUNTY Albany TOWN/CITY Albany VILLAGE
 THIS AGREEMENT, made this _____ day of _____ between

Albany County
 112 State Street, Room 1200
 Albany, NY 12207

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 **Eight Thousand Four Hundred and 00/100 Dollars (\$8,400.00)**, 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 exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals,
 mineral ore, quarries and petroleum deposits.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. It is understood and agreed by and between the parties hereto that any temporary occupancy beyond 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:

Albany County _____

✓ **BY:** _____

✓ **ITS:** _____

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.

(Notary Public)

APPROVED:

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

_____ No.
Land Contract

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.

