

McCarthy Consulting Svc. Inc

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Mayor Knickerbocker
Village of Buchanan
236 Tate Avenue
Buchanan, NY 10511
c/o Marcus Serrano, Village Administrator

February 18, 2022

Re: Indian Point – Property Tax / PILOT Exposure / Valuation Issues

Mayor Knickerbocker and Honorable Village Trustees:

As per my conversations with Village Administrator Marcus Serrano, and your Village Attorney, Stephanie Porteus, I write this proposal, as it is my understanding you are interested in obtaining Consulting Services regarding the above noted issue(s). This proposal includes all meetings related to the above topic(s). This proposal also includes, if necessary, a presentation to you and the Village Trustees of my findings and progress.

It is also my understanding that, to date, there is a PILOT agreement in place until 2023, and you are interested in negotiating additional payments, albeit through a PILOT Agreement or property taxes.

During the first of our meetings we will discuss how to move forward to resolve the outstanding issues, and the steps necessary, up to and including an appraisal by an independent MAI of the subject property.

McCarthy Appraisal / Consulting Svc. Inc., Edey McCarthy, I.A.O. Principal, as an independent contractor is interested in providing consulting services as further described below.

1. The fee for such consultant services identified above is at a municipal rate of \$150.00 per hour. This contract will commence upon the signature of this agreement and terminate at the conclusion of the resolution of the above noted issue(s).
2. The performance under this Agreement will be under the guidance of the Village Administrator and Village Attorney or whomever the designated person may be.
3. This Agreement does not restrict, or preclude the Consultant from contracting with other companies, and/or municipalities.
4. The relationship between the Village and the Consultant under this Agreement will be that of consultant and independent contractor, without any employer/employee relationship, or employee benefits.
5. This Agreement may be terminated by the Village if Consultant fails to satisfactorily and/or timely provide the services set forth in the above noted sections. This Agreement may also be terminated by either party upon thirty days prior written notice to the other party.
6. Consultant agrees to indemnify and hold harmless the Village of Buchanan for any and all acts of negligence, errors and omissions, claims, judgments and any intentional act that results in a claim and/or demand for damages and/or cost.

7.This Agreement shall be governed by the laws of the State of New York.

8.Should any provision of this Agreement be declared ineffective, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

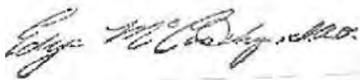
9.Modifications or amendments to the Agreement must be in writing by both parties.

If you agree to the terms and conditions as noted above, please sign below as signatory of this contract.

I look forward to hearing and hopefully working with you.

DATED: _____

Theresa Knickerbocker
Village Mayor
Village of Buchanan



Edye McCarthy, IAO
President
McCarthy Consulting Svc., Inc.