

## AGREEMENT

**SUBJECT:** A Contract to provide valuation and consulting services to the Village of Buchanan, New York (Village), the Town of Cortlandt, NY (Town), and the Hendrick Hudson School District for *ad valorem* taxation purposes or Payment in Lieu of Tax (PILOT) negotiations relating to the closed Indian Point Nuclear units and Independent Spent Fuel Storage Installation (ISFSI) located in the Village and Town.

The Village, Town, and School District, hereinafter called the Clients, and George E. Sansoucy, P.E., LLC, a Professional Engineer and Certified General Appraiser having a principal place of business at 7 Greenleaf Woods Drive, Unit 102, Portsmouth, New Hampshire 03801 in the County of Rockingham, State of New Hampshire, hereinafter called Sansoucy, hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATION

1.1 Clients: Village of Buchanan, NY, Town of Cortlandt, NY and  
Hendrick Hudson School District

1.1.1 Name: Stephanie Porteus, Esq.  
Village of Buchanan  
236 Tate Ave.  
Buchanan, NY 10511

Thomas Wood, Esq. Town Attorney  
Town of Cortlandt  
1 Heady Street  
Cortlandt Manor, NY 10567

Joseph E. Hochreiter, Superintendent of Schools  
Hendrick Hudson School District  
61 Trolley Road  
Montrose, NY 10548

1.1.2 Contracting Officials: Stephanie Porteus, Village Administrator, Buchanan, NY  
Thomas Wood, Esq. Attorney for Town of Cortlandt, NY  
Joseph E. Hochreiter, Hendrick Hudson School District

1.1.3 Authorized Contacts: Stephanie V. Porteus, Esq.  
Village of Buchanan Attorney  
236 Tate Ave.  
Buchanan, NY 10511  
Tel: 914-556-6217  
E-mail: [sporteus@villageofbuchanan.com](mailto:sporteus@villageofbuchanan.com)

Thomas Wood, Esq., Town Attorney  
Town of Cortlandt  
1 Heady Street  
Cortlandt Manor, NY 10567  
E-mail: [tfwesq@aol.com](mailto:tfwesq@aol.com)

Joseph E. Hochreiter, Superintendent of Schools  
Hendrick Hudson School District  
61 Trolley Road  
Montrose, NY 10548

1.2 Consultant: Glenn C. Walker, ASA

1.2.1 Name: George E. Sansoucy, P.E., LLC  
Address: 7 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801  
Tel: (603) 431-7636  
E-mail: [mail@sansoucy.com](mailto:mail@sansoucy.com)

Remittance address: 86 Reed Road, Lancaster, NH 03584

## 2. GENERAL SERVICES TO BE PERFORMED BY SANSOUCY

### 2.1 Scope of Work:

The goal of this scope is to assist the Clients in establishing a PILOT agreement or *ad valorem* tax value for the closed nuclear units and ISFSI located in the Village and Town.

The services to be provided will include the following:

The first step in arriving at either a PILOT agreement or *ad valorem* tax value includes the research of documents both in the owner's control and in the public domain. In developing due diligence and a general range of possible payments, we propose the following:

1. Prepare a Request for Documents to the owner(s) based on not only generic requests, but also specific items the owner references in its financial filings.
2. Review the current status of the nuclear industry and spent fuel options and other issues that will impact value.

Our firm will prepare a range of values and potential PILOT payments, in presentation format, for use by the Clients in negotiations and internal discussions with elected officials. The presentation will be based on information in the public record, information provided by the owner(s), should it be available, and our analysis of this information. The presentation will provide a summary of current

electric market conditions and the level of payments for other similar facilities throughout the United States.

2.1.1 Scope of Work Products:

The work products will include a request for documents and a range of values and potential PILOT payments presented in presentation format.

2.2 Completion of Work:

The schedule for completion of all work will be based upon a mutually acceptable date.

2.3 Personnel:

All work will be performed by, or at the direction of, Glenn C. Walker, ASA, a Certified General Appraiser in the State of New York.

2.5 Confidentiality:

Sansoucy agrees to not disclose to anyone except to the Clients or their authorized representative(s) or a court of law or tribunal, any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless specifically authorized by the Clients.

2.6 Compensation and Terms:

The Clients, in consideration of the services hereunder to be performed by Sansoucy, agrees to pay Sansoucy on a time and material basis pursuant to the enclosed rate sheet. The three (3) parties agree to split the fees equally, 1/3 to each party. Invoices are due and payable net 30.

The budget estimate for the document requests, research, presentation, meetings, and negotiations is \$40,000.

**3. INSURANCE**

3.1 Sansoucy will maintain general liability insurance with an endorsement for hired and non-owned automobile liability.

3.1.1 The liability insurance will be in the form of commercial general liability with limits of \$2,000,000 per occurrence/person for bodily injury, and \$4,000,000 general aggregate for the life of the policy.

3.1.2 The hired and non-owned automobile liability endorsement will have a limit of \$2,000,000 each accident.

3.2 Sansoucy will provide a certificate of insurance confirming the above insurance coverages. All insurance will be valid in the State of New York.

**4. ASSIGNMENT**

This Contract and the duties of Sansoucy hereunder will not be assigned.

**5. AMENDMENTS**

This Agreement will not be amended unless by mutual written consent of all parties.

Date: \_\_\_\_\_

In witness thereof, the Village of Buchanan, NY, the Town of Cortlandt, NY, and the Hendrick Hudson School District have caused these presents to be signed by their attorneys and superintendent, respectively, thereunto lawfully authorized and caused its corporate seal (if appropriate) to be affixed and George E. Sansoucy, P.E., LLC has caused the same to be signed by his lawfully authorized representative on the date and year first above written.

*In the presence of:*

Village of Buchanan, New York

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Stephanie Porteus, Esq.

*In the presence of:*

Town of Cortlandt, New York

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Tom Wood, Esq.

*In the presence of:*

Hendrick Hudson School District

\_\_\_\_\_  
Witness


by: \_\_\_\_\_  
Joseph E. Hochreiter, Supertendent

*In the presence of:*

George E. Sansoucy, P.E., LLC

*Linda Thomas*

\_\_\_\_\_  
Witness

  
by: \_\_\_\_\_  
Glenn C. Walker, ASA



2021

**ENGINEERING AND APPRAISAL RATE SCHEDULE\***

Principal engineers and senior appraisers, MBAs, including court testimony and deposition attendance .....	\$300.00/hour
Research engineers, associates, appraisers .....	\$250.00/hour
Technical personnel .....	\$175.00/hour
Clerical personnel .....	\$125.00/hour

\* All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

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