



# ACKERLY & HUBBELL APPRAISAL CORP.

Via Email

January 13, 2020

Bob DiNardo, Esq. &  
Joseph G. McKay, Esq.  
Catania, Mahon, Milligram & Rider, PLLC  
One Corwin Court  
Newburgh, New York 12550

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Re: Tax Certiorari Appraisal, ELT Harriman property – former chemical plant, Village of Harriman and Village of Woodbury, Orange County, New York.

## APPRAISAL SERVICES CONTRACT “ENGAGEMENT LETTER”

Dear Mr. DiNardo and Mr. McKay:

This contract is an agreement between Ackerly & Hubbell Appraisal Corp. (APPRAISER), and Town of Woodbury (CLIENT) represented by client attorney Catania, Mahon, Milligram & Rider, PLLC. Payment is not contingent upon arriving at a particular value.

Subject Property -

- Six parcels totaling 132.50 acres and identified by the following parcel numbers:  
1) 108-1-1.1; 1.2, 1.3 and 2 in the Village of Harriman  
2) 233-1-3.1 and 3.2 in the Village of Woodbury

APPRAISER agrees to conduct a scope of services that includes:

- Visual inspection of the subject property and reviewing necessary maps including topographic, flood plain maps, zoning maps, survey, etc.
- Valuing the fee simple estate of the property based on the highest and best use
- Conducting market research and analysis of similar sales within the subject market for use in the sales approach. Valuation dates are July 1, 2007 through July 1, 2010 – representing four years of tax grievances.
- A Restricted Appraisal Report will be provided.

CLIENT agrees to remunerate APPRAISER a fee in total of \$9,000 with a retainer of 50% due upon signing of the contract and prior to commencement of work. An additional \$7,000 is required for a trial ready report if requested. The initial fee of \$9,000 is for a Restricted Report for potential settlement and is not appropriate for use in court.

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Post appraisal services:

- Any necessary revisions and discussions regarding the submitted report are included in the initial fee.
- Consultations, pre-trial meetings, review of opposing party appraisal and/or valuation discussions relating to issues contained within the opposing appraisal will be billed on an hourly basis at \$225 per hour.
- Court appearance and depositions billed at \$225 per hour with a \$1,500 minimum appearance.
- Travel time billed at \$75 per hour timed from appraiser's home or office depending on appearance location.

In order to complete the assignment the following items are requested (information noted as Confidential by the client will remain as such) and if unavailable we will request it from the owner upon client consent:

- Survey
- Documentation of easements, restrictions, etc.
- Property deed
- Engineer's estimated of costs to cure the contamination

Information marked as "confidential" by the client will remain as such. The purpose of the assignment is to render market values of the subject properties as of the valuation dates. The intended user is the client only. The intended use is to aid the client with a tax grievance. If the report is used for other purposes or by other people it could be misleading, inaccurate, or insufficient for those purposes. This preliminary report is for negotiating a settlement. It is not acceptable as a trial report. Delivery of report to the client will be 6 to 7 weeks from the date of inspection (unless otherwise agreed upon); contingent upon receipt of all necessary items in order to complete the appraisal.

A digitally signed PDF original copy via email of the report will be provided at the above fee.

In the event that any payment is not paid when due, CLIENT shall pay all expenses of collection, including, but not limited to, court costs and attorneys' fee.

Thank you for the opportunity of presenting this contract for your consideration.

If the contract meets with your approval, please execute and return a signed original, together with the required payment and requested data.

Respectfully submitted:

**ACKERLY & HUBBELL APPRAISAL CORP.**



Grant P. Ackerly, MAI, AI-GRS, CCIM  
President

State Certified General Real Estate Appraiser No. 46..46551  
GPA/wp

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**AUTHORIZATION TO PROCEED**

I agree to the terms and conditions of the Appraisal Service Contract set forth herein, and hereby authorize APPRAISER to proceed with said services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Person to contact for inspection

\_\_\_\_\_  
Phone number

