



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#5B

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
Cc: Town Board
From: Ronald E. Clum, Town Accountant
Date: July 13, 2022
RE: Budget Transfers

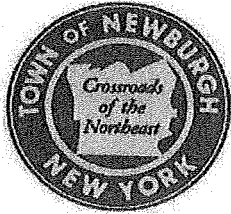
At the next board meeting of July 25, 2022 can you put on the agenda the following budget adjustments that need be done to correct some overspent line items.

FROM ACCOUNT	TO ACCOUNT	Dollar Amount
Account Description/ Account Name	Account Number/ Account Name	
A.1990.5499 Contingency	A.1622.5200 B&G-Equipment	\$ 5,900.00
A.1990.5499 Contingency	A.1625.5474 B&G-Police-Repairs	\$ 25,000.00
A.1990.5499 Contingency	A.1910.5499 General-Insurance	\$ 10,000.00
A.1990.5499 Contingency	A.3120.5190 Police-Other payroll	\$ 35,000.00
D.1964.5499 Refund of Real Property Taxes	D.1910.5499 Highway-Insurance	\$ 6,000.00

Sincerely,

Ronald Clum

Approved _____



Town of Newburgh
1496 Route 300
Newburgh, NY 12550
845-564-4552

Date: 7/7/2022

Is the budget adjustment under \$7,500 ? Yes _____ No X

If yes, please give Gil a copy to sign and deliver to the Accounting Office.

If no, please have the board approve at the next available board meeting.

Reason why the budget transfer is needed _____


From: Account Number: 8340-5499
Account Description: Other Expenses Amount: \$ 20,000.00

From: Account Number: 8340-5466
Account Description: Operating Supplies Amount: \$ 20,000.00

To: Account Number: _____
Account Description: _____ Amount: _____

To: Account Number: _____
Account Description: _____ Amount: _____

Please note: The total of the from and to should equal



Department Head Signature

Gil Piaquadio, Town Supervisor

#7B



TOWN OF NEWBURGH
1496 Route 300
NEWBURGH, NEW YORK 12550
(845) 564-4552

Date: 7/19/22

Is the budget adjustment under \$7500? Yes: _____ No: x

If yes, Please give Gil a copy to sign and deliver to the Accounting Office.

If no, Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed:
The Chadwick Lake Filter Plant is temporarily shut down for upgrade improvements. As a result of the shutdown, more water is being treated at the DAT resulting in a higher chemical usage than estimated when the budget was prepared.

From:	Account Number:	<u>4001.5459</u>	Amount:	<u>\$ (20,000.00)</u>
	Account Description:	<u>Chemicals</u>		
From:	Account Number:	_____	Amount:	_____
	Account Description:	_____	Amount:	_____
				<u>\$ (20,000.00)</u>

To:	Account Number:	<u>4002.5459</u>	Amount:	<u>\$ 20,000.00</u>
	Account Description:	<u>chemicals</u>	Amount:	_____
To:	Account Number:	_____	Amount:	_____
	Account Description:	_____	Amount:	_____
				<u>\$ 20,000.00</u>

Please note: The total of from/to should be equal. Total 0.0

Department Head Signature

Gil Piaquadio, Town Supervisor

#7C

DAY | STOKOSA

ENGINEERING P.C.

3 Van Wyck Lane
Wappingers Falls, New York 12590
Phone: 845-223-3202

May 19, 2022

Mr. Gil Piaquadio
Town of Newburgh, Supervisor
1496 Route 300
Newburgh, New York 12550

Re: 9 Jude Drive, Inc.
Proposed two-family residence
Tax map ID# 60-1-17
Route 52
Town of Newburgh

Dear Mr. Piaquadio and Town Board

The applicant, 9 Jude Drive, Inc. is the owner of a 3.3-acre parcel located on Route 52. The property is situated in the Town of Newburgh, County of Orange and identified as tax parcel no. 60-1-17 and located in the R-1 Residential zoning district. The applicant is proposing a 2-family residential development for an existing vacant residential parcel. The proposed residence will consist of two, 2-bedroom units. The proposed residence is located in and shall be served by the Consolidated Water District. The applicant would like to request an Outside User Agreement for connection to the Town of Newburgh Sewer District. The anticipated usage for the proposed development is 440 GPD.

We respectfully request to be placed on the next available Town Board agenda for discussion of the feasibility of the proposed development and required fees and rates to obtain a Outside User Agreement.

If you have any additional questions, please do not hesitate to call.

Very truly yours,



Brian J. Stokosa, P.E.

cc: file



Rider, Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

P: 845.562.9100
F: 845.562.9126

685 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matster
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon
Irene V. Villaccl

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: 2022 COMPREHENSIVE PLAN AMENDMENTS AND UPDATE
OUR FILE NO. 800.____; 800.1(B)() (2022)

DATE: JULY 20, 2022

Enclosed please find the following draft resolution for the Town Board's consideration:

Resolution of Town Board Authorizing Engagement of LAJ Management Services for 2022 Comprehensive Plan Update Services

Should you have any questions or concerns, please do not hesitate to contact me.

MCT/sel
Enc.

cc: Town Clerk Lisa M. Vance Ayers
David B. Smith, Principal, Planning and Development Advisors (via e-mail)
Code Compliance Supervisor Gerald Canfield (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Lori Jiava), LAJ Management Services (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 in the Town of Newburgh, Orange County, New York on the ___th day of July, 2022 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Plaquaadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING ENGAGEMENT OF
LAJ MANAGEMENT SERVICES
FOR 2022 COMPREHENSIVE PLAN
UPDATE SERVICES

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____

WHEREAS, Town Law, §272-a provides that among the most important powers and duties granted by the legislature to a town government is the authority and responsibility to undertake town comprehensive planning and to regulate land use for the purpose of protecting the public health, safety and general welfare of its citizens, and

WHEREAS, the statute further provides that the participation of citizens in an open, responsible and flexible planning process is essential to the designing of the optimum town comprehensive plan and that the town comprehensive plan is a means to promote the health, safety and general welfare of the people of the town and to give due consideration to the needs of the people of the region of which the town is a part, and

WHEREAS, it has been several years since the Town of Newburgh Comprehensive Plan (the "Comprehensive Plan") was last fully updated and amended in a document entitled "Comprehensive Plan Update, Town of Newburgh, New York" dated October, 2005; and

WHEREAS, the Town Board has established a committee/special board to be known as the Town of Newburgh Comprehensive Plan Committee to develop a Comprehensive Plan amendment to recommend to the Town Board and hold such meetings and one or more public hearings to assure full opportunity for citizen participation in the preparation of a proposed plan amendment; and

WHEREAS, the Town Board has heretofore authorized the engagement of a professional planning consultant, Planning and Development Advisors (David B. Smith) for the performance of professional services in connection with the undertaking, completion and adoption of the 2022 Town of Newburgh Comprehensive Plan Update; and

WHEREAS, the Town Board has determined it to be in the best interest of the Town to additionally engage LAJ Management Services (Lori Jiava) to perform the duties of grant writing and administration and assisting with the Comprehensive Plan Update in collaboration with David Smith from Planning and Development Advisors.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh hereby approves the engagement of LAJ Management Services to perform such duties as aforesaid for the 2022 Town of Newburgh Comprehensive Plan Update; and

BE IT FURTHER RESOLVED, that the Supervisor and other officers and employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the

contents of the foregoing resolution.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

#9

KALA

Karen Arent Landscape Architect

To: Supervisor Gil Piaquadio and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: July 19, 2022

Subject: 11 Balmville Road Landscape Bond Release

Town Project Number: 2018-18

Consultant: LandArch Studios, P.L.L.C.

Cc: Chairman John Ewasutyn and the Town of Newburgh Planning Board, Dominick Cordisco, Gerald Canfeild, Pat Hines, Joseph Sarchino

COMMENTS:

The landscape was inspected Monday July 18th. Overall the plantings were in excellent condition. Our major concern remains that mulch is too high around the base of planted trees or the root ball was planted too high above grade. This must be corrected for successful tree growth. We are providing this comment for informational purposes for the wellbeing of the landscape. We do not believe it is necessary to withhold the bond. We recommend the release of the landscape bond at \$44,884.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Lisa
#11

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Supervisor Piaquadio
Town Board

From: Charlene M Black, Personnel

Date: July 22, 2022

Re: Full-time Laborer

Please find attached a letter and Employee Request form from Highway Superintendent Mark Hall, requesting the approval of Full Time laborer, Jonathan Ciaccio. Approval is pending the outcome of all the necessary paperwork, fingerprints and physical and drug/alcohol testing, with a hire date on or after August 1, 2022.



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Charlene Black, Personnel Department
FROM: Mark Hall, Highway Superintendent *MH*
DATE: July 20, 2022
RE: Laborer

After interviewing the candidates for the position of Laborer with Charlene Black & myself we feel the following is the best qualified for the position:

Jonathan Ciaccio

I am requesting that a start date on or about ~~July~~ ^{August 1,} 2022 Thank you.

MH:ch

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Jonathan Ciaccio

DEPARTMENT: HIGHWAY

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: FULL TIME


HOURLY RATE: \$ 17.1882

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5110.100

PROPOSED HIRE DATE: ON OR AFTER 8/1/22

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

7/21/22
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

#12

For July 25th Workshop Meeting

Town of Newburgh Town Board Members:



Re: Payment to Central Hudson and reimbursement to Meadow Winds Homeowners for Street Lights over Town Roads

The attached Central Hudson electric bills were reviewed by Central Hudson's Jason Malizia for Meadow Winds 49 street lights which illuminate Town Roads. Below, please find the breakdown indicating that Meadow Winds HOA paid \$ 9,149.39 prior to the Town assuming responsibility for these 49 street lights on February 1, 2022. To-date, there is an outstanding balance of \$ 10,711.06

Month 2021	Amount Paid
February 2021	\$ 1583.49
February 2021	\$ 1583.49
April 2021	\$ 1481.23
June 2021	\$ 1542.58
July 2021	\$ 2958.60
Total Paid by Meadow Winds Homeowners	\$ 9,149.39
Unpaid and owed to Central Hudson (Jan-22) With late charges	\$ 10,711.06
Total electric for 49 lamps billed to Meadow Winds before Town assumed the electric Bills on Feb. 1 st 2022	\$ 19,860.25

I am looking for a motion for the following payments

- A check in the amount of \$ 9,149.39 made out to Next Level Property Management the HOA management company for Meadow Winds.
- The outstanding balance 10,711.06 with late charges came to \$ 11,168.07 and was paid by credit card to Central Hudson on July 14, 2022 late charges will be refunded to the Town

These funds will come from the Consolidated Lighting District.

DocuSign Envelope ID: 42203147900747DC00D147A900100010

Lawrence Farms Homeowners Association
Minutes of the Board Directors Meeting, July 14, 2022
Location: Remote call in only, 1.646.558.8656
Meeting ID: 8417394 0040
Passcode: 268595

Board Attendees:

Sabena Branche-present
Norman Downes - present
Beverly Persky - absent
Brenda Wilkinson-present
Mark Garcia - absent
Lahaisia Nivar - present
Cassius Pryce - present
Joe Randone -present
Tradean Warner – present
Michelle Herdigein - present

Other: Sean McPhail, Next Level Property Management

Call to Order by Sabena Branche

MINUTES FROM PRIOR MEETING

- Approved unanimously.

ACTION LIST

- Town of Newburgh consolidated lightening district to assume Lawrence Farms streetlamp electric bills:

The electricity for Meadow Winds at Lawrence Farms 49 street lamps that illuminate town roads throughout the community will now be paid by the town of Newburgh. The funds will come from the Consolidated Lightening District.

The total electricity for the streetlamps billed to Lawrence Farms HOA prior to assuming the electric bills on February 1, 2022 was \$19,860.25

The Lawrence Farms board has voted to in favor [8 yes, 0 no] to accept the town's offer to pay the following amounts in two separate checks for Central Hudson electric bills:

**\$9,149.39 &
\$10,711.06**

Next Meeting is 7/19/2022 via teleconference

Meeting adjourned by Sabena Branche
Minutes respectfully submitted by Joe Randone

X

DocuSigned by:

Joseph Randone

Joe Randone



Malizia, Jason

Mon, Jun 20,
9:55 AM (7
days ago)

to Ronald, me

The HOA submission looks correct to me.

Jason

From: Gil Piaquadio <supervisor@townofnewburgh.org>

Sent: Monday, June 13, 2022 10:24 AM

To: Malizia, Jason <JMalizia@cenhud.com>; Ronald Clum <rclumaccountant@townofnewburgh.org>

Subject: Meadow Winds Street Lights

TOWN OF NEWBURGH

Town Hall
1496 Route 300
Newburgh, New York 12550
(845) 564-7814

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
	\$9,149.39	
Total	\$9,149.39	
Abstract #		

DEPARTMENT Consolidated Lighting District

CLAIMANT'S NAME Next Level Property Management
AND ADDRESS P.O. Box 1742
Newburgh New York 12551

TERMS _____

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
		Reimbursement for the cost of electric for street lights over Town Roads for Meadow Winds A/K/A Lawrence Farms		\$9,149.39
			TOTAL	\$9,149.39

CLAIMANT'S CERTIFICATION

I, _____ certify that the above account in the amount of \$ 9,149.39 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE

SIGNATURE

TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

Date

Authorized Official

APPROVAL FOR PAYMENT

This claim is approved and ordered for paid from the appropriations indicated above

Date

Auditing Board

TOWN OF NEWBURGH
Credit Card Approval Form

1496 Route 300
 Newburgh, New York 12550

Department _____
 Department Contact _____

Vendor Name Central Hudson Gas & Electric Corporation

Address 284 South Avenue
 City, State, Zip Rough Keepsie, NY 12601-4839

Phone Number (845) 452-2700

FAX Number _____ (if applicable)

E-Mail Address _____ (if applicable)

Web Address www.centralhudson.com (if applicable)

Date Ordered 7/14/22

Date of Delivery 7/14/22

Appropriation Number CONSOLIDATED LIGHTING DIST

Quantity	Description of Materials or Services	Unit Price	Amount
1	Please see attached.		\$11,168.07
	Shipping Tax Exempt		
		TOTAL	\$11,168.07

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

 Date Department Head

APPROVAL FOR PAYMENT

This claim is approved and ordered for paid from the appropriations indicated above

 Date Supervisor

284 SOUTH AVENUE
 POUGHKEEPSIE NY 12601-4839
 www.CentralHudson.com

Service For: LAWRENCE FARM
 ASSOCIATION INC
 E MEADOW WINDS RD
 NEWBURGH NY
 12550-0000

Contact Us

Email, "live chat" and other options: CentralHudson.com/ContactUs
 Report an outage: CentralHudson.com, 845-452-2700 or text OUT to 236483
 Natural gas odors: Call 911 or 1-800-942-8274
 Fallen wires and other electrical hazards: Stay at least 30 feet away and call 911

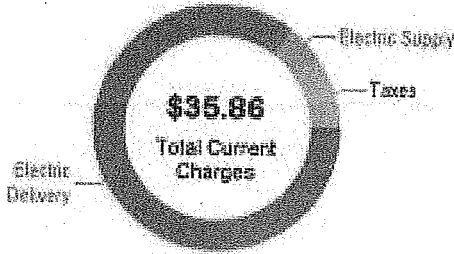
Bill Summary

	CENTRAL HUDSON	AMERICAN POWER & GAS LL
Previous Billed Amount	\$11,090.29	\$43.45
Payments	\$0.00	\$0.00
Current Charges	\$34.24	\$1.62
Billing Adjustments	\$-1.53	\$0.00
Account Totals	\$11,123.00	\$45.07

Total Amount Due Now \$11,168.07

Current Billing Period: May 25, 2022 - Jun 24, 2022
 Late Charges Added After: Jul 22, 2022
 Next Scheduled Reading Date: Jul 26, 2022

	This Year	Last Year
Electric Usage	7 kWh	221 kWh
Heating Degree Days	22	77



Ways to Pay

- ONLINE:** CentralHudson.com/MyAccount
- MOBILE APP:** Download at CentralHudson.com/MobileApp
- TEXT MESSAGE:** Text PAY to 236483
- PHONE:** 845-452-2700 or 800-527-2714
- See back for details and other options

PS 2100361264 236483 PDF

Billing details on page 3

Please return this stub and make checks payable to Central Hudson

Account Number: 2100-3612-64-1
 Amount Due Now: \$11,168.07
 Late Charges Added After: 07/22/2022

\$

Amount Enclosed

To contribute to the Good Neighbor Fund
 add a whole dollar amount, \$1 to \$10.

Central Hudson Gas & Electric Corporation
 284 South Avenue
 Poughkeepsie, NY 12601-4839

009758 000006576



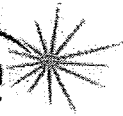
LAWRENCE FARM HOMEOWNERS
 ASSOCIATION INC
 NEXT LEVEL PROP MANAG
 PO BOX 1742
 NEWBURGH, NY 12551-1742



2100361264 1 0001116807 2100361264 0001116807

People. Power. Possibilities.

Central Hudson
A FORTIS COMPANY



284 SOUTH AVENUE
POUGHKEEPSIE NY 12601-4839
www.CentralHudson.com

Service For: LAWRENCE FARM
ASSOCIATION INC.
E MEADOW WINDS RD
NEWBURGH NY
12550-0000

Account Number: 2100-3612-64-1
Customer Number: 100329083

Contact Us

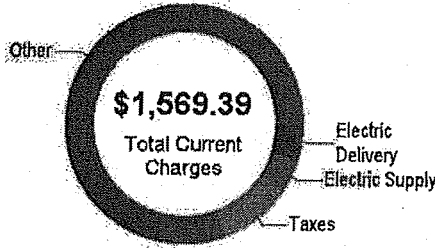
Email, "live chat" and other options: CentralHudson.com/ContactUs
Report an outage: CentralHudson.com, 845-452-2700 or text OUT to 236483
Natural gas odors: Call 911 or 1-800-942-8274
Fallen wires and other electrical hazards: Stay at least 30 feet away and call 911

Bill Summary

	CENTRAL HUDSON	AMERICAN POWER & GAS LL
Previous Billed Amount	\$9,065.69	\$77.51
Payments	\$0.00	\$0.00
Current Charges	\$1,531.21	\$38.18
Billing Adjustments	\$-1.53	\$0.00
Account Totals	\$10,595.37	\$115.69

Total Amount Due Now \$10,711.06

Current Billing Period	Dec 28, 2021 - Jan 25, 2022
Late Charges Added After	Feb 18, 2022
Next Scheduled Reading Date	Feb 24, 2022
Electric Usage	This Year 206 kWh Last Year 478 kWh
Heating Degree Days	1,040 968



Ways to Pay

- ONLINE:** CentralHudson.com/MyAccount
- MOBILE APP:** Download at CentralHudson.com/MobileApp
- TEXT MESSAGE:** Text PAY to 236483
- PHONE:** 845-452-2700 or 800-527-2714
- See back for details and other options.

Jan 22

PS 2100361264 220126.PDF

Billing details on page 3

Please return this stub and make checks payable to Central Hudson

Account Number	2100-3612-64-1
Amount Due Now	\$10,711.06
Late Charges Added After	02/18/2022
\$	<input type="text"/>

Amount Enclosed

To contribute to the Good Neighbor Fund
add a whole dollar amount, \$1 to \$10.



Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601-4839

LAWRENCE FARM HOMEOWNERS
ASSOCIATION INC.
NEXT LEVEL PROP MANAG
PO BOX 1742
NEWBURGH, NY 12551-1742

21003612641 1 0001071106 21003612641 0001071106



Account Number: 2100-3612-64-1
 Customer Number: 100329083

284 SOUTH AVENUE
 POUGHKEEPSIE NY 12601-4839
 www.CentralHudson.com

Service For: LAWRENCE FARM
 ASSOCIATION INC.
 E MEADOW WINDS RD
 NEWBURGH NY
 12550-0000

Contact Us

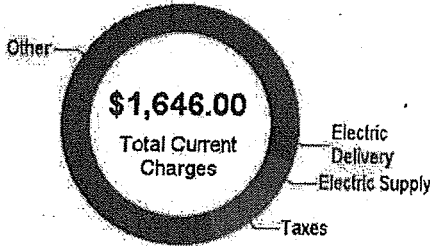
Email, "live chat" and other options: CentralHudson.com/ContactUs
 Report an outage: CentralHudson.com, 845-452-2700 or text OUT to 236483
 Natural gas odors: Call 911 or 1-800-942-8274
 Fallen wires and other electrical hazards: Stay at least 30 feet away and call 911

Bill Summary

	CENTRAL HUDSON	AMERICAN POWER & GAS LL
Previous Billed Amount	\$7,363.14	\$135.59
Payments	\$0.00	\$0.00
Current Charges	\$1,562.19	\$83.81
Billing Adjustments	\$-1.53	\$0.00
Account Totals	\$8,923.80	\$219.40

Total Amount Due Now \$9,143.20

Current Billing Period	Nov 24, 2021 - Dec 28, 2021
Late Charges Added After	Feb 02, 2022
Next Scheduled Reading Date	Jan 25, 2022
Electric Usage	This Year 448 kWh
Heating Degree Days	Last Year 478 kWh
	976 995



Ways to Pay

- ONLINE:** CentralHudson.com/MyAccount
- MOBILE APP:** Download at CentralHudson.com/MobileApp
- TEXT MESSAGE:** Text PAY to 236483
- PHONE:** 845-452-2700 or 800-527-2714
- See back for details and other options.

Dec 21

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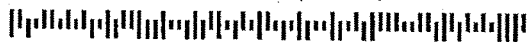
Billing details on page 3

Please return this stub and make checks payable to Central Hudson

Account Number 2100-3612-64-1
 Amount Due Now **\$9,143.20**
 Late Charges Added After 02/02/2022
 \$

Amount Enclosed

To contribute to the Good Neighbor Fund
 add a whole dollar amount, \$1 to \$10.



Central Hudson Gas & Electric Corporation
 284 South Avenue
 Poughkeepsie, NY 12601-4839

LAWRENCE FARM HOMEOWNERS
 ASSOCIATION INC.
 NEXT LEVEL PROP MANAG
 PO BOX 1742
 NEWBURGH, NY 12551-1742

2100361264 1 0000914320 2100361264 0000914320

Billing Detail Continued

Area Light

Area Light Charge for 1.0 months			1,171.59
MFC Admin Chg	1663 kWh @	0.00411	6.83
Bill Credit	1663 kWh @	0.00063	1.04
SBC/RPS Chgs	1663 kWh @	0.00636	10.58
Misc. Charges	1663 kWh @	-0.00140	-2.32
RDM Chg	1663 kWh @	0.00020	0.33
ENERGY SUPPLY CHARGES:			
MFC Supply Chg	1663 kWh @	0.00941	15.65
Market Price	1663 kWh @	0.07845	130.47
Market Price Adj	1663 kWh @	-0.00044	-0.74
NYS & Local Taxes			3.06
Sales Tax	@	11.125%	148.68

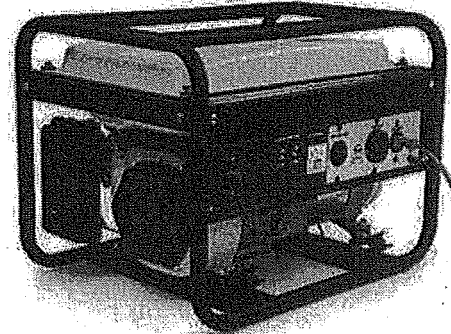
Area Light Cost **\$1,485.17**

Payments and Adjustments

CENTRAL HUDSON		
Consolidated Bill Credit	01/25/2022	\$-1.53

GENERATOR SAFETY TIPS

Portable generators can come in handy during long-term power outages. However, if not used properly, they can be dangerous.



Be sure to read the manufacturer's instructions and follow these tips to safely use generators:

- **Operate outdoors in an area with plenty of ventilation.** Never run a generator in a home, garage or enclosed porch. Generators give off deadly carbon monoxide.
- Run an outdoor-rated extension cord from the generator to the appliances you want to power. **Never plug the generator directly into an outlet.** This is extremely dangerous and can be potentially fatal to you and line workers.
- **Turn the generator on before plugging appliances to it.** Once the generator is running, turn your appliances and lights on one at a time to avoid overloading the unit.
- **Operate the generator under an open, canopy-like structure on a dry surface where water cannot form puddles under it.** Ensure hands are dry before touching the generator.
- **Keep children and pets away from generators.**
- Before refueling, **be sure the generator is turned off and cool.**
- **Store fuel for the generator outside of living areas** in a labeled container.

CentralHudson.com/Safety

Billing Detail Continued

Area Light

Area Light Charge for 1.0 months			1211.77
Used 1,470 kWh			
Sys Benefits Chg	1470 kWh @	0.00651	9.57
Purch. Power Adj	1470 kWh @	0.00000	0.00
Misc. Charges	1470 kWh @	0.00915	13.45
RDM Chg	1470 kWh @	0.00515	7.57
ENERGY SUPPLY CHARGES:			
Market Price	1470 kWh @	0.04778	70.24
Market Price Adj	1470 kWh @	-0.00267	-3.92
NYS & Local Taxes			2.04
Sales Tax	@	11.125%	145.82

Area Light Cost

\$1,456.54

Payments and Adjustments

PAYMENT RECEIVED BY DIRECT PAY	FEB 10	\$-1,583.49
PAYMENT RECEIVED BY US MAIL	FEB 11	\$-1,583.49
BILL CANCELLATION	MAR 1	\$-101.47

FEB 11 - 21



PAYMENT ASSISTANCE PROGRAMS

We're here to help should you ever experience financial difficulties or need special assistance. These programs are designed to help reduce undue stress, get you back on track and avoid falling behind on payments:

- » Home Energy Assistance Program (HEAP)
- » Budget Billing
- » Deferred Payment Agreement
- » Low Income Bill Discount Program
- » Life Support Apparatus Program
- » Good Neighbor Fund
- » Third Party Notification
- » Extra Security Plan
- » Help During Hospitalization
- » Medical Emergency
- » Gift Certificates

For more information on our programs, visit CentralHudson.com/Assistance

Billing Detail Continued

Area Light				
Area Light Charge for 1.0 months				1211.77
Used 1,421 kWh				
Sys Benefits Chg	1421 kWh @	0.00651		9.25
Purch. Power Adj	1421 kWh @	0.00000		0.00
Misc. Charges	1421 kWh @	0.00502		7.13
RDM Chg	1421 kWh @	0.00515		7.32
ENERGY SUPPLY CHARGES:				
Market Price	1421 kWh @	0.08641		122.79
Market Price Adj	1421 kWh @	-0.00656		-9.32
NYS & Local Taxes				2.11
Sales Tax	@	11.125%		150.30
Area Light Cost				\$1,501.35

MARCH 21

Please

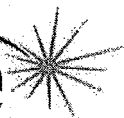
DO NOT POST SIGNS

on Central Hudson utility poles

Attaching signs, lights or other decorations — for personal or commercial use — to any utility pole without permission is prohibited.

By posting signage or other objects on our poles, you risk your safety and may cause a visual obstruction that risks the safety of others. Any attachment posted without authorization will be removed. For more information about this policy, visit our website.

CentralHudson.com/WorkingWithUs



Billing Detail Continued

Area Light

Area Light Charge for 1.0 months			1211.77
Used 1,274 kWh			
Sys Benefits Chg	1274 kWh @	0.00651	8.29
Purch. Power Adj	1274 kWh @	0.00000	0.00
Misc. Charges	1274 kWh @	0.00782	9.96
RDM Chg	1274 kWh @	0.00515	6.56
ENERGY SUPPLY CHARGES:			
Market Price	1274 kWh @	0.06029	76.81
Market Price Adj	1274 kWh @	-0.00631	-8.04
NYS & Local Taxes			3.00
Sales Tax	@	11.125%	145.55

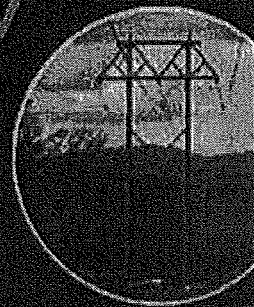
Area Light Cost \$1,453.90

Payments and Adjustments

PAYMENT RECEIVED BY US MAIL	APR 15	\$-1,481.23
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APRIL

Rights of Way



Electric and natural gas transmission lines deliver bulk energy to our region, and are often located in utility rights of way.

Rights of way are corridors of land of varying dimensions (typically 30 feet to 150 feet wide) that accommodate poles, overhead lines and underground pipelines. Both electric and gas transmission lines can be located in the same corridor.

While these lines perform reliably day in and day out, residents and businesses located near these facilities should know what to do and what not to do when around transmission lines to avoid accidents, and to ensure the continued delivery of electricity and natural gas.

To maintain the reliability of the region's electric system, Central Hudson requires access to the power lines that deliver energy, and must regularly clear trees within these rights of way to reduce the potential for outages. We depend on the understanding and cooperation of property owners along these rights of way to help keep electric service reliable for everyone.



If you should see suspicious activity near transmission lines or a utility right of way, contact Central Hudson immediately by calling (845) 452-2000 or (800) 527-2714.

Billing Detail Continued

Area Light

Area Light Charge for 1.0 months			1211.77
Used 1,127 kWh			
Sys Benefits Chg	1127 kWh @	0.00651	7.34
Purch. Power Adj	1127 kWh @	0.00000	0.00
Misc. Charges	1127 kWh @	0.01061	11.96
RDM Chg	1127 kWh @	0.00515	5.80
ENERGY SUPPLY CHARGES:			
Market Price	1127 kWh @	0.04212	47.47
Market Price Adj	1127 kWh @	-0.00173	-1.95
NYS & Local Taxes			2.94
Sales Tax	@	11.125%	142.99

Area Light Cost

\$1,428.32

MAY 22

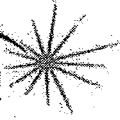
Save trees.
 Save time.
 Save money.
**Go paperless
 with eBills.**

Receive, view, and pay your energy bill entirely online.

- » View billing statements anytime, anywhere you have Internet access.
- » Households that go paperless for all of their billing save an average of six pounds of paper per year.
- » No postage costs plus faster payment processing can help you avoid paying late.

Sign up today to go paperless:
CentralHudson.com/eBills





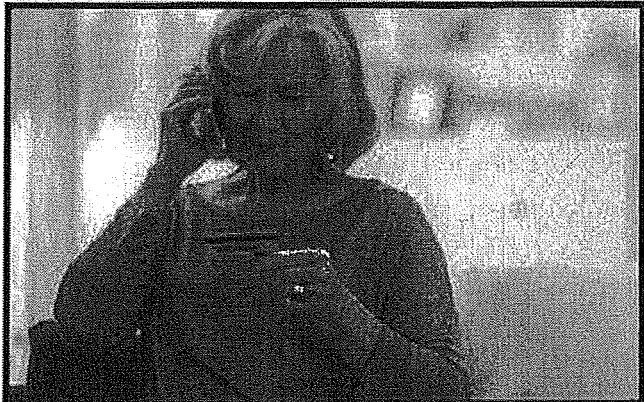
Billing Detail Continued

Area Light - Central Hudson				
Area Light Charge for 1.0 months				1211.77
Used 1,029 kWh				
Sys Benefits Chg	1029 kWh @	0.00651		6.70
Purch. Power Adj	1029 kWh @	0.00000		0.00
Misc. Charges	1029 kWh @	0.00526		5.41
RDM Chg	1029 kWh @	0.00515		5.30
ENERGY SUPPLY CHARGES:				
Market Price	1029 kWh @	0.04711		48.48
Market Price Adj	1029 kWh @	-0.00926		-9.53
NYS & Local Taxes				2.91
Sales Tax	@	11.125%		141.40
Area Light Cost				\$1,412.44

Payments and Adjustments

CENTRAL HUDSON Service				
PAYMENT RECEIVED ELECTRONICALLY	JUN 1			\$-1,542.58
CUSTOMER CREDIT-CONSOLIDATED BILL	JUN 28			\$-1.53

JUN 21



**WATCH OUT FOR
BILL PAYMENT SCAMS**

Central Hudson reminds customers to be aware of the methods scammers often use to victimize and defraud utility customers. Some signs of a potential scam include:

- **Bill Payment or Credit Con:** Scammers provide a phony account routing number to trick victims into paying utility bills, receiving a credit, or obtaining federal assistance.
- **Equipment or Repair Bogus Fee:** Scammers call demanding a separate payment to replace or install a utility-related device or meter.
- **Overpayment Trick:** Scammers call claiming a customer has overpaid their utility bill, and request personal bank account information or a credit card number to facilitate a refund.
- **Smishing Scam:** Scammers attempt to trick mobile phone users into giving personal information via text or SMS messages, which can then be used for identity theft.
- **Bogus Bills:** Scammers send suspicious emails that appear to be a utility bill, potentially featuring the utility's logo and color scheme. Do not click on any links or attachments in any email unless the sender is verified.

To learn more about the latest scam tricks, visit:
CentralHudson.com/ScamCentral

Billing Detail Continued

Area Light - Central Hudson

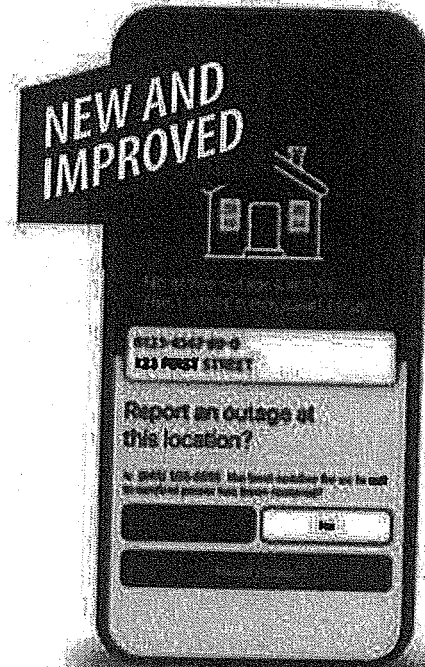
Area Light Charge for 1.0 months			1188.74
Used 1,078 kWh			
Sys Benefits Chg	1078 kWh @	0.00651	7.02
Purch. Power Adj	1078 kWh @	0.00000	0.00
Misc. Charges	1078 kWh @	0.02082	22.44
RDM Chg	1078 kWh @	0.00515	5.55
ENERGY SUPPLY CHARGES:			
Market Price	1078 kWh @	0.05672	61.14
Market Price Adj	1078 kWh @	0.00709	7.64
NYS & Local Taxes			2.96
Sales Tax	@	11.125%	144.12

Area Light Cost **\$1,439.61**

Payments and Adjustments

CENTRAL HUDSON Service
CUSTOMER CREDIT-CONSOLIDATED BILL JUL 26 \$-1.53

July 21



**CENTRAL HUDSON'S
MOBILE APP
HAS A
NEW LOOK**

View your electric and natural gas usage and easily check on the outage status of your home or business while you're away. Easily report an outage and submit a meter reading in just a few clicks.

**Download the app today via
Google Play or the Apple App Store.**



Billing Detail Continued

Area Light - Central Hudson

Area Light Charge for 1.0 months			1188.74
Used 1,225 kWh			
Sys Benefits Chg	1225 kWh @	0.00651	7.97
Purch. Power Adj	1225 kWh @	0.00000	0.00
Misc. Charges	1225 kWh @	0.01920	23.52
RDM Chg	1225 kWh @	0.00020	0.25
ENERGY SUPPLY CHARGES:			
Market Price	1225 kWh @	0.06740	82.57
Market Price Adj	1225 kWh @	-0.00535	-6.55
NYS & Local Taxes			2.97
Sales Tax	@	11.125%	144.57

Area Light Cost **\$1,444.04**

Payments and Adjustments

CENTRAL HUDSON Service

PAYMENT RECEIVED ELECTRONICALLY	JUL 23	\$-2,958.60
CUSTOMER CREDIT-CONSOLIDATED BILL	AUG 26	\$-1.53
Electric Supplier: AMERICAN POWER & GAS LLC		
PAYMENT RECEIVED ELECTRONICALLY	JUL 23	\$-15.04

AUGUST 21

ELECTRIC SERVICE EQUIPMENT

Who is responsible?

Sometimes, confusion arises over who is responsible for the maintenance and repair of electric service equipment in and around a house. Use the diagram below (for overhead lines) to help distinguish between service equipment owned by Central Hudson and service equipment owned by you, the customer. This will help you know whom to call when there's a problem with your electric service.

» **A: Service lines*** are the wires that run overhead (from a pole) or underground to your house.

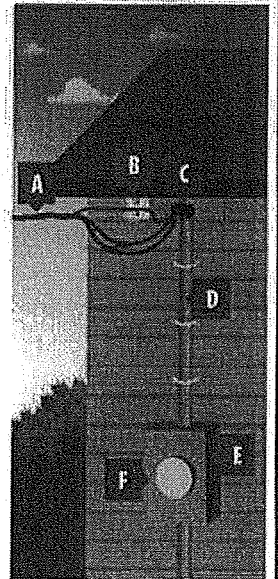
» **B: The service bracket** is where the service line attaches to the building.

» **C: The weather head** prevents damage to the wiring. It's the entry point for wires going to the meter box.

» **D: The service entrance cable** runs from the weather head through the meter box to the electric panel in your home.

» **E: The meter box** is installed by an electrical contractor. If you need it removed (for example, to replace your siding), call Central Hudson at least 48 hours in advance. We'll unfasten the box and, upon notification, will return to attach it.

» **F: The meter** measures the amount of electricity you use.



Central Hudson is responsible for these items.

The customer is responsible for these items, which are installed by an electrical contractor.

SAFETY FIRST!

Never tamper with electric meters or service lines. Doing so can result in serious electric shock.

*Central Hudson is responsible for service lines in most cases, except when the home is a considerable distance from the road. In that case, the homeowner may own the poles and electric lines. Call Central Hudson if you need specific information about the service lines at your property.

Billing Detail Continued

Area Light

Area Light Charge for 1.0 months			1,171.59
MFC Admin Chg	2010 kWh @	0.00418	8.40
Bill Credit	2010 kWh @	0.00050	1.00
SBC/RPS Chgs	2010 kWh @	0.00651	13.08
Misc. Charges	2010 kWh @	-0.00041	-0.83
RDM Chg	2010 kWh @	0.00020	0.41
ENERGY SUPPLY CHARGES:			
MFC Supply Chg	2010 kWh @	0.00902	18.13
Market Price	2010 kWh @	0.06699	134.64
Market Price Adj	2010 kWh @	-0.00238	-4.79
NYS & Local Taxes			3.08
Sales Tax	@	11.125%	149.60

Area Light Cost \$1,494.31

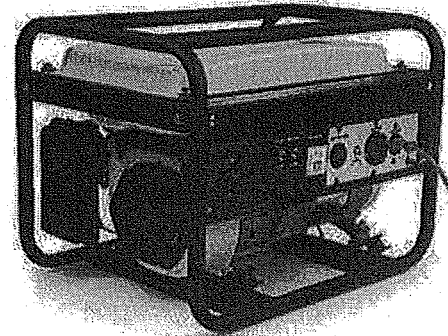
Payments and Adjustments

CENTRAL HUDSON		
Consolidated Bill Credit	01/07/2022	\$-1.53

Doc 21

GENERATOR SAFETY TIPS

Portable generators can come in handy during long-term power outages. However, if not used properly, they can be dangerous.



Be sure to read the manufacturer's instructions and follow these tips to safely use generators:

- **Operate outdoors in an area with plenty of ventilation.** Never run a generator in a home, garage or enclosed porch. Generators give off deadly carbon monoxide.
- Run an outdoor-rated extension cord from the generator to the appliances you want to power. **Never plug the generator directly into an outlet.** This is extremely dangerous and can be potentially fatal to you and line workers.
- **Turn the generator on before plugging appliances to it.** Once the generator is running, turn your appliances and lights on one at a time to avoid overloading the unit.
- **Operate the generator under an open, canopy-like structure on a dry surface where water cannot form puddles under it.** Ensure hands are dry before touching the generator.
- **Keep children and pets away from generators.**
- Before refueling, **be sure the generator is turned off and cool.**
- **Store fuel for the generator outside of living areas** in a labeled container.



Condominium and Homeowners' Association Management Agreement

ASSOCIATION: Lawrence Farms HOA

AGENT: Next Level Property Management, Inc.

For Property located at: 25 Wesley Ct. Newburgh, NY 12550

Beginning January 1st 2021

Ending December 31st 2021

This agreement (the 'Agreement') is made and entered into this 1st day of January 2021, by and between the unit owners' association known as Lawrence Farms (the 'Association'), which is established in accordance with the laws of the State of New York for the property known as Lawrence Farms HOA located at 25 Wesley CT. Newburgh, NY 12550 (the "Property"), and Next Level Property Management, Inc. (the 'Agent').

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of 1 year(s), beginning January 1st, 2021, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement with 60 days' notice.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the (15th) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

(30) days prior to the beginning of each fiscal year, which begins on February 1st, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property.

On-Site Personnel- On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved by the Board or its Liaison, Agent may directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (the "**On-Site Personnel**"). With respect to costs and liability, such On-Site Personnel, through employees of Agent, shall be the financial responsibility of the Association, unless specifically provided otherwise herein. The Association shall reimburse Agent for all of Agent's On-Site Personnel assigned to the Association; such reimbursement shall include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses

by electronic means prior to issuance of payroll in accordance with Agents payroll and benefits schedules.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

2.7 PAYMENT OF EMPLOYMENT TAXES

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10. RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

- Preparation and monitoring of the annual administrative and maintenance calendars.
- Preparation of meeting agendas in advance of the meetings.
- Distribution of information to homeowners' as necessary. This will include e-mails, mailings and telephone calls (Volo calls).
- Review oversee and report back to the BOM's on any and all projects, which are planned or are in progress.
- Website as a means to distribute information to homeowners.
- Periodic property inspections (at least monthly).
- 24/7 availability with emergency number.
- Liaison for the BOM's regarding homeowner's request for information and resolution of issues in a professional manner.
- A partial listing of the current contracts that exist are:
 - Financial audit services
 - Garbage removal
 - Gutter cleaning
 - Landscape maintenance
 - Legal representation
 - Pest contract
 - Pool maintenance
 - Snow removal
- The BOM's has in the past, rented individual units. The BOM's does not own these units; the management company will be responsible for seeking and maintaining tenants and collection of the monthly rents. (see schedule A)

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$1000.00 without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the

Association and with prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to

deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time with prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within (30) days after such sums have become due, shall bear interest at the rate of (15%) per annum.

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Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend 12 regular meeting(s) of the Board each month and the annual meeting of the Association. Upon not less than 24 hours notice, Agent or its designated representative shall attend additional meetings of the Board or of the Association as requested, provided that the Association shall pay Agent (\$100) per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings.

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. The Board appoints a representative as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

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8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of ~~\$40,584.00~~ for the term of 12 months. The management fee shall be paid monthly in the amount of ~~\$3382.00~~ on or around the 5th of each month. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other

services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

In matters of a routine recurring nature, Agent shall develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decoration, plastering and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals shall be developed at the Association's expense. The exercise of any obligations and authority under the provisions of the Section shall be in the name of the Association.

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within (30) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of (60) days' written notice to Agent before any cancellation of or changes to said policies.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$TBD to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of \$TBD as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association may cancel this Agreement at any time on not less than (60) days prior notice to Agent.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement. Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as

agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of New York. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 19th day of October, 2020.

Witnesses: DocuSigned by:
Norman Downes
D1FBB98286404E6...

Board: DocuSigned by:
Sabrina Branche
FEABC393F44348E...

Agent

Next Level Property Management

Sean McPhail

Firm _____

By DocuSigned by:
Sean McPhail
1AE27D7466E34D6...

Submitted by _____

may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEUR

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management