

December 16, 2020

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CERTIFIED MAIL -
RETURN RECEIPT REQUESTED
RECEIPT #: 9489 0090 0027 6292 4100 97

Alan W. Eskew, Town Assessor
Goshen Town Hall
41 Webster Avenue
Goshen, New York 10924

RE: OCIDA\NYTT, LLC - Termination
1 and 2 Calvary Court in the Town of Goshen, Orange County, NY
Tax Map Numbers: 12-2-20.1 and 12-2-16.1

Mr. Eskew:

Please accept this written notice on behalf of the Orange County Industrial Development Agency ("OCIDA"). With respect to the above-captioned Project, the benefits afforded NYTT, LLC under that certain Payment-In-Lieu-Of-Tax Agreement, dated as of October 1, 2009 (a copy of which is attached hereto) have expired. Please put the subject property back on the taxable side of the tax roll effective immediately.

Very truly yours,


Russell E. Gaenzle

Enclosures

cc.: Laurie Villasuso (OCIDA)
Kevin Dowd, Esq.
Attached Distribution List

DISTRIBUTION LIST

Honorable Steven M. Neuhaus
Orange County Executive
255 Main Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6292 4101 03

Douglas Bloomfield, Supervisor
Goshen Town Hall
41 Webster Avenue
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6292 4101 27

Eric Ruscher, Director
Real Property Tax Service
255 Main Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
9489 0090 0027 6292 4101 10

Daniel T. Connor, Superintendent
Goshen Central School District
227 Main Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #
9489 0090 0027 6292 4101 34

Jason Pucci, President, BOE
Goshen Central School District
227 Main Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #
9489 0090 0027 6292 4101 41

COPY

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

NYTT, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

*Regarding the acquisition of land, and the renovation and equipping
of certain improvements thereon, all located at 1 and 2 Calvary
Court, in the Town of Goshen, Orange County, New York*

Tax Map Number:
Section / Block / Lot Numbers:
12-2-20.1 and 12-2-16.1

Dated as of October 1, 2009

Affected Tax Jurisdictions:
Orange County
Town of Goshen
Goshen Central School District

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement"), dated as of the 1st day of October, 2009, is by and between the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 255-275 Main Street, Goshen, New York 10924 (the "Agency") and **NYTT, LLC**, a limited liability company duly organized under the State of New York with offices at 975 Belmont Avenue, North Haledon, New Jersey 07508 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 390 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has requested the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of fee title to, or a leasehold interest in, an approximately 11-acre parcel of vacant land located at 1 and 2 Calvary Court in the Town of Goshen, Orange County, New York (the "Land"), (ii) the construction on the Land of an approximately 15,000 square-foot building to be used by the Company as a facility to modify, assemble and repair both new and used semi-trailers and for the installation of new truck bodies (the "Improvements"), (iii) the acquisition in and around the Improvements of certain items of equipment and other tangible personal property, specifically including welders, compressors, scaffolds, heavy electric air driven tools and electric driven tools (the "Equipment" and, collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, construct and equip the Facility, the Agency is willing to take a leasehold interest in the Land, the Improvements, and the Equipment constituting the Facility and lease said Land, the Improvements, and the Equipment constituting the Facility back to the Company pursuant to the terms and conditions of a certain Lease Agreement to be dated on or about the date hereof (the "Lease Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Orange County (the "County"), the Town of Goshen (the "Town") and the Goshen Central School District (the "School District" and, collectively with the County and the Town, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1 - Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (**March 1, 2010**) (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the **2011** Town and County tax year and the **2010-2011** School District tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the Town, County and School. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is owned by or leased by the Company to the Agency or under the Agency's jurisdiction, control or supervision, the Company agrees to pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes, on or before **January 1** of each calendar year for Town and County taxes, on or before **September 1** of each calendar year for School District taxes (collectively, the "Payment Date"), commencing on **September 1, 2010** and **January 1, 2011**, respectively, an amount equal to the Total PILOT payment, as described on Schedule A attached hereto.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder (if any) within thirty (30) days of receipt of said payment and shall allocate

said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County and Town and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT payment until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2010-2011 School District tax year through the 2019-2020 School District tax year, and (ii) the 2011 County and Town tax year through the 2020 County and Town tax year. This PILOT Agreement shall expire on December 31, 2020; *provided, however*, the Company shall pay the 2020-2021 School District tax bill and the 2020 County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b and 485-e of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I herein, or this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 6 - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment

Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section 7 - Assignment. No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section 8 - Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: Orange County Industrial Development Agency
255-275 Main Street
Goshen, New York 10924
Attn: Executive Director

With a Copy to: Philip A. Crotty, Esq.
8 Stable Way
Cornwall-on-Hudson, New York 12520

And to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company: NYTT, LLC
975 Belmont Avenue
North Haledon, New Jersey 07508
Attn: Robert Sybesma

With a copy to: Welby, Brady & Greenblatt, LLP
11 Martine Avenue
White Plains, NY 10606
Attn: Alan D. Singer, Esq.


or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Orange County, New York.


8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the day and year first above written.

NYTT, LLC

By: 
Robert Sybesma, Member
Charles

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
James D. O'Donnell, Executive Director

SCHEDULE A

"Total PILOT Payment" shall be calculated as follows:

The then current assessment for the Improvements (as defined in the PILOT Agreement) (after application of any applicable equalization rate), multiplied by the applicable percentage indicated in the table below:

<u>PILOT Year</u>	<u>County and Town Tax Year</u>	<u>School District Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	2010	2010-2011	Base Valuation, plus (Added Value x .00)
Year 2	2011	2011-2012	Base Valuation, plus (Added Value x .10)
Year 3	2012	2012-2013	Base Valuation, plus (Added Value x .20)
Year 4	2013	2013-2014	Base Valuation, plus (Added Value x .30)
Year 5	2014	2014-2015	Base Valuation, plus (Added Value x .40)
Year 6	2015	2015-2016	Base Valuation, plus (Added Value x .50)
Year 7	2016	2016-2017	Base Valuation, plus (Added Value x .60)
Year 8	2017	2017-2018	Base Valuation, plus (Added Value x .70)
Year 9	2018	2018-2019	Base Valuation, plus (Added Value x .80)
Year 10	2019	2019-2020	Base Valuation, plus (Added Value x .90)

For the term of this PILOT Agreement, the Company shall continue to pay full taxes based on the assessed value of the Land before the completion of any Project Improvements (the "Base Valuation"). During the term of this PILOT Agreement, the Base Valuation shall be increased from time to time by the percentage increase in the assessed valuation in all taxable real property in the Town of Goshen, Orange County, New York, as of the respective tax status date for the tax year for which the recalculation is being made. The Total Taxable Valuation for each Total PILOT Payment shall be calculated such that a graduated abatement factor ("Abatement Factor") shall be applied to the increased assessed valuation attributable to the Improvements made to the Facility by the Company, as an Agent of the Agency, for the Project (the "Added Value"). The abatement schedule shall allow for a 50% exemption from taxation for the Added Value in PILOT Year 1, such exemption declining at the rate of five percent (5%) annually.

Once the Total Taxable Valuation is established using the Abatement Factor, the Total PILOT Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each affected tax jurisdiction (after application of any applicable equalization rate). After the tenth PILOT Year, the Facility shall be subject to full taxation by the affected taxing jurisdictions.

Total Taxable Valuation = Base Valuation + (Added Value x Abatement Factor)

Total PILOT Payment = Total Taxable Valuation (after equalization) x Tax Rate



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Orange County Industrial Development Agency
Street 255 Main Street
City Goshen, NY 10924
Telephone no. Day (845) 291-2700
Evening ()
Contact James D. O'Donnell
Title Acting Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name NYTT, LLC
Street 975 Belmont Avenue
City North Haledon, NJ 07508
Telephone no. Day (973) 423-2929
Evening ()
Contact Robert Sybesma
Title

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 12-2-20.1 and 12-2-16.1
b. Street address 1 and 2 Calvary Court
c. City, Town or Village Town of Goshen
d. School District Goshen CSD
e. County Orange
f. Current assessment unknown
g. Deed to IDA (date recorded; liber and page) N/A; Lease/Leaseback Transaction

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) construction and equipping by the Company of an approx. 15,000 sq. ft. facility
b. Type of construction
c. Square footage ~15,000 sq. ft.
d. Total cost
e. Date construction commenced
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) PILOT Agreement to expire 12/31/2020

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment See attached PILOT Agreement;

b. Projected expiration date of agreement PILOT Agreement to expire 12/31/2020

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Orange</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Goshen</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village	<input type="checkbox"/>	<input type="checkbox"/>
School District <u>Goshen CSD</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Robert Sybesma
 Title _____
 Address 975 Belmont Avenue
North Haledon, NJ 07508

e. Is the IDA the owner of the property? Yes/No (circle one)

If "No" identify owner and explain IDA rights or interest in an attached statement. Pursuant to Lease/Leaseback Transaction, IDA has a leasehold interest

Telephone (973) 423-2929

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 11-10-09 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, James D. O'Donnell, Executive Director of _____ of _____
 Name Title
Orange County Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

November
October 4, 2009
 Date

James D. O'Donnell
 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special ad valorem levies for which the parcel is liable:

 Date

 Assessor's signature