

GOVERNMENT SERVICES

RESOLUTION NO. 2014211

BOND RESOLUTION DATED OCTOBER 14, 2014.

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE \$1,426,625 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF LAND AND BUILDING THEREON AND RENOVATION OF SAID BUILDING, IN AND FOR SAID COUNTY

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have a significant effect on the environment; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

BE IT RESOLVED, by the County Legislature of the County of Dutchess, New York, as follows:

Section 1. To pay the cost of the acquisition of land and the building thereon and the renovation of said building for continued use by the Department of Information Technology, including in each case incidental expenses in connection therewith, there are hereby authorized to be issued an aggregate \$1,426,625 serial bonds of the County of Dutchess, New York pursuant to the provisions of the Local Finance Law, apportioned as follows:

- a) For the acquisition of a parcel of land located at 503 Haight Avenue in the Town of Poughkeepsie, New York, and the building thereon for continued use by the County Office of Control and Information Services, at a maximum estimated cost of \$1,174,085, being a specific object or purpose, having a period of probable usefulness of fifteen years, pursuant to subdivision 91 of paragraph a of Section 11.00 of the Local Finance Law, based on

subdivisions 11(c) and 21 thereof, \$1,174,085 serial bonds of the aggregate \$1,426,625 serial bonds of the County of Dutchess, New York, herein authorized; and

- b) For the renovation of said building, including the purchase and installation of a generator therein, at a maximum estimated cost of \$252,540, being a specific object or purpose, having a period of probable usefulness of ten years, pursuant to subdivision 12(a)(3) of paragraph a of Section 11.00 of the Local Finance Law, \$252,540 serial bonds of the aggregate \$1,426,625 serial bonds of the County of Dutchess, New York, herein authorized.

Section 2. It is hereby determined that the aggregate maximum estimated cost of the aforesaid specific objects or purposes described in Section 1 hereof is \$1,426,625, which specific objects or purposes are hereby authorized at said maximum estimated cost, and that the plan for the financing thereof by the issuance of the \$1,426,625 serial bonds herein authorized to be issued therefore pursuant to the provisions of the Local Finance Law, apportioned to each such specific object or purpose as specified in Section 1 hereof.

Section 3. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and

contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds; appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be

determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

LEGAL NOTICE OF ESTOPPEL

The following entitled bond resolution, a summary of which is published herewith, has been adopted on September 8, 2014, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is each available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Poughkeepsie, New York,  
September 8, 2014.

\_\_\_\_\_  
Clerk, County Legislature

RESOLUTION NO. \_\_\_\_\_, 2014

BOND RESOLUTION DATED SEPTEMBER 8, 2014.

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE \$1,426,625 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF LAND AND BUILDING THEREON AND RENOVATION OF SAID BUILDING, IN AND FOR SAID COUNTY.

**Objects or purposes:**

- (a) Acquisition of a parcel of land and building at 503 Haight Avenue in the Town of Poughkeepsie, specific, 15-year period of probable usefulness, \$1,174,085 serial bonds
- (b) Renovation of said building, specific, 10-year period of probable usefulness, \$252,540 serial bonds

**Maximum estimated cost:**

An aggregate \$1,426,625

**Amount of bonds to be issued:**

An aggregate \$1,426,625 serial bonds, allocated as above

**SEQRA status:**

Unlisted Action, Negative Declaration. SEQRA compliance materials on file in office of the Clerk of the County Legislature where they may be inspected during regular office hours.

Year	15	1%	Base Borrowing
Amount	1,426,625.00	14,125.00	1,412,500.00
Interest rate	2.85%		

**2014 Land & Building Acquisition & Renovations**  
at an  
**\$1,426,625 average 2.85%**

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$1,426,625	\$103,526	\$42,963	\$146,489
2	\$1,323,099	\$103,526	\$39,880	\$143,406
3	\$1,219,572	\$103,526	\$36,797	\$140,323
4	\$1,116,046	\$103,526	\$33,714	\$137,240
5	\$1,012,520	\$103,526	\$30,630	\$134,157
6	\$908,993	\$103,526	\$27,547	\$131,074
7	\$805,467	\$103,526	\$24,464	\$127,991
8	\$701,941	\$103,526	\$21,381	\$124,908
9	\$598,414	\$103,526	\$18,298	\$121,825
10	\$494,888	\$103,526	\$15,215	\$118,742
11	\$391,362	\$78,272	\$12,132	\$90,405
12	\$313,089	\$78,272	\$9,706	\$87,978
13	\$234,817	\$78,272	\$7,279	\$85,552
14	\$156,545	\$78,272	\$4,853	\$83,125
15	\$78,272	\$78,272	\$2,426	\$80,699
<b>TOTAL</b>		<b>1,426,625</b>	<b>327,286</b>	<b>1,753,911</b>
<b>AVG. PER YEAR</b>		<b>\$95,108</b>	<b>\$21,819</b>	<b>\$116,927</b>

**FISCAL IMPACT STATEMENT**

TOTAL PRINCIPAL	\$1,426,625
ANTICIPATED AVERAGE INTEREST RATE	2.85%
TERM 15 YEARS. TOTAL ANTICIPATED FEES:	1,426,625
ANTICIPATED ANNUAL COST (PRIN + INT):	116,927
TOTAL PAYBACK (ANNUAL COST x TERMS):	\$1,753,911

PREPARED BY HEIDI SEELBACH

Revised background  
Resolution 2014211

H0473 - Acquisition - 503 Haight Ave.

**APPROPRIATIONS**

Increase

H0473.1620.3102	Building Acquisition	\$1,098,000
H0473.1620.4680.98	Taxes Paid to Municipalities	\$64,500
H0473.1620.3150	Building - Reconstruction	\$100,000
H0473.1620.2500.10	Other Equipment 10 Year	\$150,000
H0473.1620.3900	Bond Issuing Costs	\$14,125
		<u>\$1,426,625</u>

**REVENUES**

Increase

H0473.1620.57100	Serial Bonds	\$1,426,625
		<u>\$1,426,625</u>

**2014 Land & Building Acquisition & Renovations**

**\$1,426,625 at an average 2.85%**

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$1,426,625	\$103,526	\$42,963	\$146,489
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<b>TOTAL</b>		<b>1,426,625</b>	<b>327,286</b>	<b>1,753,911</b>
<b>AVG. PER YEAR</b>		<b>\$95,108</b>	<b>\$21,819</b>	<b>\$116,927</b>

**FISCAL IMPACT STATEMENT**

TOTAL PRINCIPAL	\$1,426,625
ANTICIPATED AVERAGE INTEREST RATE	2.85%
TERM 15 YEARS. TOTAL ANTICIPATED FEES:	14,125
ANTICIPATED ANNUAL COST (PRIN + INT):	116,927
TOTAL PAYBACK (ANNUAL COST x TERMS):	\$1,753,911

PREPARED BY HEIDI SEELBACH

88. [Added by L.1990, c. 540, § 1. See, also, subd. 88 below] Criminal justice information system in the county of Suffolk. The expenses incurred by the county of Suffolk for the acquisition and installation of a criminal justice information system, including computer hardware and software, reconstruction of county buildings and facilities required in connection with such installation and furnishings and equipment to be used in connection with such system, ten years.

88. [Added by L.1990, c. 796, § 1. See, also, subd. 88 above] Underground liquid fuel tanks. (a) the acquisition and installation of tanks for the storage of liquid fuel at ambient pressure, including connected pipes, valves, meters, pumps, leak detection equipment and vent alarms and the construction of groundwater monitoring wells, fifteen years;

(b) the excavation, emptying or disposal of such existing tanks or their contents, ten years.

89. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least five years, five years.

90. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least ten years, ten years.

✓ 91. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least fifteen years, fifteen years.

92. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least twenty years, twenty years.

93. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least twenty-five years, twenty-five years.

94. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least thirty years, thirty years.

95. Payment by Suffolk county for the retirement incentive programs adopted in nineteen hundred ninety-five in accordance with the provisions of chapter twelve of the laws of nineteen hundred ninety-five and in nineteen hundred ninety-seven in accordance with the provisions of chapter forty-one of the laws of nineteen hundred ninety-seven, and payment by Suffolk county for past service payments pursuant to any special retirement plan for sheriffs, undersheriffs and deputy sheriffs in accordance with the provisions of chapter one hundred sixty-five of the laws of nineteen hundred ninety-five, the time remaining as the payment period under such statutes.

96. Payment by the village of Rockville Centre, in the county of Nassau, of contributions to the New York state and local police and fire retirement system to provide additional pension benefits, pursuant to section three hundred eighty-four-e of the retirement and social security law, to police officers employed by such village, ten years.

(2) The construction of an addition or additions to or the reconstruction of a class "B" building or the conversion of a class "C" building into a class "B" building, whether or not such construction, reconstruction or conversion includes grading or improvement of the site, fifteen years.

✓ (3) The construction of an addition or additions to or the reconstruction of a class "C" building, whether or not such construction or reconstruction includes grading or improvement of the site, ten years.

(b) The periods of probable usefulness set forth in item (a) above shall include original furnishings, equipment, machinery or apparatus required for the purposes for which such additions to such buildings or for which such reconstructed or converted buildings are to be used.

(c) A building which is to be attached to an existing building or buildings shall be deemed to be a new building and not an addition if the probable useful life thereof is not dependent upon the useful life of such existing building or buildings.

(d) The terms "class 'A' building," "class 'B' building" and "class 'C' building," as used in this subdivision, shall mean such buildings as they are described in subdivision eleven of this paragraph.

12-a. Demolition and repair of buildings. The demolishing or repair of any (a) privately owned building or structure that poses a significant threat to public health or safety, five years, or (b) municipally owned structure or building, or any building or structure owned by a school district or district corporation, whenever the same is no longer of any use or value or has become dangerous or detrimental to human life, health or safety, ten years.

13. Certain building alterations. The installation or reconstruction of a heating, lighting, plumbing, ventilating, elevator or power plant or system in a building when not in connection with the original construction or the reconstruction of such building, in a class "A" or "B" building, ten years; in a class "C" building, five years. The terms "class 'A' building," "class 'B' building" and "class 'C' building," as used in this subdivision, shall mean such buildings as they are described in subdivision eleven of this paragraph.

14. Airport construction and airport improvements. Except as provided in subdivisions fifteen and sixteen of this paragraph, the construction, reconstruction or extension of an airport or airport improvement, whether or not including buildings other than hangars, ten years.

15. Construction and equipment of airport structures, runways, taxi-strips and other paved areas. Except as provided in subdivision seventeen of this paragraph, the construction and equipment of any permanent fire-proof airport structure, at an airport having an area greater than one thousand acres, if the estimated cost of such structure is in excess of one million dollars, and the construction and equipment of runways, taxi-strips or paved areas, except such as may be opened for use by the general public, on such airport, thirty years.

16. Dredging, filling, grading and drainage of airport property. The dredging, filling, drainage and grading of real property acquired for or used as an airport, having an area greater than one thousand acres, thirty years.

one county, a duplicate original of such bond, approved by the finance board, or in the case of the city of New York the chief fiscal officer thereof, shall be filed in the office of the clerk of each county in which the municipality, school district or district corporation is located, except that in a city containing more than one county such bond shall be filed only in the office of the city clerk. The expense of such bond shall be a charge upon the municipality, school district or district corporation. The provisions of this paragraph shall not apply to a bank or trust company which has been designated as fiscal agent of a municipality, school district or district corporation pursuant to the provisions of paragraph a of this section, unless the finance board of such municipality, school district or district corporation, or in the case of the city of New York the chief fiscal officer thereof, shall by resolution determine that such bank or trust company shall be required to furnish a bond for the faithful performance of its duties as fiscal agent.

✓ c. No municipality, school district or district corporation, or any fiscal agent thereof, shall charge, impose, collect, or receive from the holder of any obligation issued pursuant to this chapter, or issued pursuant to laws in effect prior to the effective date of this chapter, any fee or consideration for any services required to be performed by a fiscal agent pursuant to the provisions of this chapter. However, the holder of an obligation shall bear the expense of preparing new bonds or coupons which he shall request to be issued pursuant to the provisions of title five of this article, also the actual and necessary expenses for the mailing, shipping or the insuring of obligations incurred in connection with the rendition of services performed by a fiscal agent at his request. At least annually every fiscal agent shall render to and file with the finance board of the municipality, school district or district corporation, or in the case of the city of New York the chief fiscal officer thereof, for which he or it acts a statement of all moneys received and disbursed by such agent for the expenses mentioned in this paragraph. Notwithstanding the foregoing provisions of this paragraph, if the finance board of a municipality, school district or district corporation, or in the case of the city of New York the chief fiscal officer thereof, shall determine that it would be to the financial advantage of the municipality, school district or district corporation not to impose and collect such mailing, shipping or insurance charges, it may adopt a resolution directing its fiscal agent not to impose and collect any or all of such charges.

d. Notwithstanding any other provisions of law, the comptroller of the city of New York may prescribe rules and regulations for the registration, conversion, reconversion and transfer of the bonds and notes of the city of New York, including the preparation and substitution of new bonds, for the payment of the principal thereof, redemption premium, if any, and interest thereon, and for other authorized services to be performed by such fiscal agent.

e. Any bank or trust company acting as the fiscal agent of a municipality, school district or district corporation may bid for, purchase, acquire, hold, sell or dispose of obligations of the municipality, school district or district corporation for which it acts as such agent, and may enter into other service contracts with the municipality, school district or district corporation. No bank or trust company acting as such fiscal agent shall print, engrave, or otherwise prepare, new bonds or coupons required in connection with the conversion and reconversion of bonds as provided in title five of this article, if such bank or trust company acts as fiscal agent in such conversion or reconversion.

#### Credits

(L.1942, c. 424. Amended L.1944, c. 614, § 2; L.1945, c. 837, § 19; L.1946, c. 806, § 11; L.1947, c. 590, eff. May 1, 1947; L.1947, c. 591, eff. May 1, 1947; L.1983, c. 483, § 4, eff. July 15, 1983.)

#### Notes of Decisions (5)

McKinney's Local Finance Law § 70.00, NY LOC FIN § 70.00  
Current through L.2014, chapters 1 to 327.

McKinney's Consolidated Laws of New York Annotated  
Local Finance Law (Refs & Annos)  
Chapter 33-A. Of the Consolidated Laws  
Article II. Local Indebtedness  
Title 4. Local Obligations: Terms, Form and Contents Thereof; Sale and Issuance Thereof

McKinney's Local Finance Law § 52.00

§ 52.00 Recital of validity in obligations

Currentness

Any obligation issued by a municipality, school district or district corporation may contain on its face a recital in substantially the following form:

“It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of New York to exist, to have happened and to have been performed precedent to and in the issuance of this (*Here insert type of obligation*), exist, have happened and have been performed, and that the issue of (*Here insert type of obligations*) of which this is one, together with all other indebtedness of such (*Here insert name of municipality, school district or district corporation*) is within every debt and other limit prescribed by the Constitution and laws of such State.”

Credits

(L.1942, c. 424.)

McKinney's Local Finance Law § 52.00, NY LOC FIN § 52.00

Current through L.2014, chapters 1 to 327.

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McKinney's Consolidated Laws of New York Annotated  
Local Finance Law (Refs & Annos)  
Chapter 33-A. Of the Consolidated Laws  
Article II. Local Indebtedness  
Title 6. Local Obligations: Estoppel from Contesting Validity Thereof

McKinney's Local Finance Law § 81.00

§ 81.00 Bond resolution, or note resolution or certificate, containing estoppel clause; publication and notice

Currentness

a. If a resolution of a finance board authorizing the issuance of bonds or notes or the certificate of a chief fiscal officer authorizing the issuance of notes contains the statement referred to in section 80.00 of this chapter, such resolution after adoption, or a summary of such resolution, or such certificate after its execution and filing, shall be published in full by the clerk of the municipality, school district or district corporation or such other official or person as the finance board or such fiscal officer may designate, together with a notice in substantially the following form:

“The resolution (or the resolution a summary of which is) (or certificate) published herewith has been adopted (or authorized) on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and the validity of the obligations authorized by such resolution (or certificate) may be hereafter contested only if such obligations were authorized for an object or purpose for which the (Here insert name of municipality, school district or district corporation) is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the constitution.

.....  
(Clerk or other official or person designated by the finance board or chief fiscal officer)”

If a summary of such resolution is published as provided in this section, such summary shall list the class or classes of objects or purposes for which the obligations to be authorized by such resolution are to be issued together with the period or periods of probable usefulness and the amount of obligations to be issued for each such class of objects or purposes, and in addition, such summary shall state an office of the municipality, school district or district corporation where the resolution summarized thereby shall be available for public inspection. Such resolution shall be kept available for public inspection at such office during normal business hours for twenty days following the publication of such summary as provided in this title.

b. However, if such resolution is subject to a mandatory or permissive referendum, or is submitted to a referendum by the finance board on its own motion, such resolution or summary thereof shall not be published together with such notice until it shall have been approved at such a referendum or, in the case of a resolution subject to a permissive referendum, until the period of time shall have elapsed for the submission and filing of a petition for a permissive referendum and a valid petition shall not have been submitted and filed, and such notice shall state that such resolution has been approved at such a referendum or, in the case of a resolution subject to a permissive referendum, that the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed, as the case may be.

c. If any bond resolution or capital note resolution does not contain a determination of the period of probable usefulness of the specific object or purpose or class of objects or purposes for which such resolution authorizes the issuance of obligations, there shall be published, together with such resolution or summary thereof and notice, the certificate of the appropriate body or official containing such determination.

d. Such publication as shall be required by this section shall be in the official newspaper or newspapers of the municipality, school district or district corporation or if there be no such newspaper or newspapers, then in such newspaper or newspapers having a general circulation in the municipality, school district or district corporation as the finance board shall designate.

**Credits**

(L.1942, c. 424. Amended L.1944, c. 608, §§ 26, 27; L.1981, c. 1050, § 4, eff. Nov. 11, 1981, deemed eff. Oct. 31, 1981.)

**Notes of Decisions (6)**

McKinney's Local Finance Law § 81.00, NY LOC FIN § 81.00

Current through L.2014, chapters 1 to 327.

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McKinney's Consolidated Laws of New York Annotated  
Local Finance Law (Refs & Annos)  
Chapter 33-A. Of the Consolidated Laws  
Article II. Local Indebtedness  
Title 1. Power to Contract Indebtedness and Periods of Probable Usefulness

McKinney's Local Finance Law § 11.00

§ 11.00 Periods of probable usefulness

Effective: June 20, 2013

Currentness

✓ a. A municipality, school district or district corporation may not contract indebtedness for any object or purpose for a period longer than the period of probable usefulness set forth below for such object or purpose, provided, however, that for purposes of selling bonds or notes evidencing indebtedness contracted for any two or more objects or purposes, or any combination thereof, for which the periods of probable usefulness as determined pursuant to this section are not all the same, such indebtedness may be contracted for a period no longer than the weighted average period of probable usefulness of the objects or purposes. Unless the context requires otherwise, whenever the phrase "period of probable usefulness" is used in this chapter, it shall include weighted average period of probable usefulness. For purposes of this chapter, indebtedness contracted for an object or purpose (or class of objects or purposes) shall be deemed to be contracted for no longer than the period of probable usefulness of such object or purpose (or class of objects or purposes) irrespective of whether such indebtedness is combined with indebtedness contracted for other objects or purposes (or classes of objects or purposes) for purpose of sale and the combined indebtedness is contracted for the weighted average period of probable usefulness of all of the objects or purposes (or classes of objects or purposes) for which it is contracted. Weighted average period of probable usefulness shall be determined by the governing body by computing the sum of the products derived from multiplying the dollar value of the portion of the proceeds of the indebtedness expected to be received for each object or purpose (or class of objects or purposes) by the period of probable usefulness, or, if less, the maximum authorized maturity of indebtedness to be contracted for such object or purpose (or class of objects or purposes), as determined by the bond resolution authorizing such indebtedness, and dividing the resulting sum by the dollar value of the proceeds expected to be received by the municipality, school district or district corporation from the combined indebtedness. Preliminary costs of surveys, maps, plans, estimates, and hearings in connection with a capital improvement, and costs incidental to such improvement, including but not limited to legal fees, printing or engraving, publication of notices, taking of title, apportionment of costs, and interest during construction, shall be deemed part of the cost of the object or purpose in connection with which they are incurred. Where a municipality is authorized by law to pay to the state or a county all or part of the cost of a capital improvement, the period of probable usefulness determined in this paragraph for a like capital improvement shall be the period of probable usefulness for the municipality's share of the cost of such capital improvement. The period of probable usefulness of each such object or purpose is hereby determined to be as follows:

1. Water systems. The acquisition, construction or reconstruction of or addition to a water supply or distribution system, whether or not including buildings, land or rights in land, original furnishings, equipment, machinery or apparatus, or the replacement of such equipment, machinery or apparatus, forty years, except for the city of New York; for the city of New York, fifty years, as authorized by section two of article eight of the state constitution; the replacement of such furnishings, fifteen years.
2. River regulating reservoirs. The construction, reconstruction or addition to a reservoir for the regulation of the flow of a stream or river, whether or not including buildings appurtenant or incidental thereto, land or rights in land, original furnishings, equipment, machinery or apparatus, or the replacement of such equipment, machinery or apparatus, forty years; the replacement of such furnishings, fifteen years.

88. [Added by L.1990, c. 540, § 1. See, also, subd. 88 below] Criminal justice information system in the county of Suffolk. The expenses incurred by the county of Suffolk for the acquisition and installation of a criminal justice information system, including computer hardware and software, reconstruction of county buildings and facilities required in connection with such installation and furnishings and equipment to be used in connection with such system, ten years.

88. [Added by L.1990, c. 796, § 1. See, also, subd. 88 above] Underground liquid fuel tanks. (a) the acquisition and installation of tanks for the storage of liquid fuel at ambient pressure, including connected pipes, valves, meters, pumps, leak detection equipment and vent alarms and the construction of groundwater monitoring wells, fifteen years;

(b) the excavation, emptying or disposal of such existing tanks or their contents, ten years.

89. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least five years, five years.

90. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least ten years, ten years.

✓ 91. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least fifteen years, fifteen years.

92. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least twenty years, twenty years.

93. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least twenty-five years, twenty-five years.

94. One or more objects or purposes for which a period of probable usefulness has been determined under any other subdivision of this paragraph to be at least thirty years, thirty years.

95. Payment by Suffolk county for the retirement incentive programs adopted in nineteen hundred ninety-five in accordance with the provisions of chapter twelve of the laws of nineteen hundred ninety-five and in nineteen hundred ninety-seven in accordance with the provisions of chapter forty-one of the laws of nineteen hundred ninety-seven, and payment by Suffolk county for past service payments pursuant to any special retirement plan for sheriffs, undersheriffs and deputy sheriffs in accordance with the provisions of chapter one hundred sixty-five of the laws of nineteen hundred ninety-five, the time remaining as the payment period under such statutes.

96. Payment by the village of Rockville Centre, in the county of Nassau, of contributions to the New York state and local police and fire retirement system to provide additional pension benefits, pursuant to section three hundred eighty-four-e of the retirement and social security law, to police officers employed by such village, ten years.

10. Bridges, tunnels, viaducts and underpasses. The acquisition, construction or reconstruction of or addition to a bridge, tunnel, viaduct or underpass, whether or not including the acquisition of land or rights in land, and whether or not including retaining walls or approaches thereto, of stone, concrete, or steel or of a combination of two or more of these materials, if the estimated cost of the improvement, as set forth in the resolution authorizing the issuance of obligations therefor is in excess of five million dollars, forty years; if the estimated cost of the improvement, as set forth in the resolution authorizing the issuance of obligations therefor is five million dollars or less, twenty years, except land or rights in land; land or rights in land for such an improvement, thirty years; painting as may be necessary from time to time for the preservation and restoration of a bridge, ten years.

11. Buildings. The acquisition or construction of buildings not included in any other subdivision hereof, whether or not including grading or improvement of the site, original furnishings, equipment, machinery or apparatus required for the purposes for which such buildings are to be used, as follows:

(a) Class "A" (fireproof and certain fire resistant) buildings.

(1) Buildings, the walls of which are constructed of brick, stone, concrete, metal or other incombustible material, and in which there are no wooden beams or lintels, except wood glue laminated structural members, and in which the floors, roofs, stairhalls, and other means of vertical communication between floors and their enclosures are built entirely of brick, stone, metal or other incombustible materials, and in which no woodwork or other inflammable material is used in any of the rough partitions, floor or ceiling structures, or

(2) Buildings, not more than one story above the ground, the outer walls of which are constructed of brick, stone, concrete, metal, stucco or other fire-resisting material and which are to be used as school houses by school districts wholly outside of a city, thirty years.

(b) Class "B" (fire-resistant) buildings. Buildings, the outer walls of which are constructed of brick, stone, concrete, metal, stucco or other fire-resisting material, twenty-five years.

✓ (c) Class "C" buildings. Buildings which are neither class "A" nor class "B", as defined in items (a) and (b) above, including any such building which is rebuilt or altered so that it, together with any addition or vertical or other extension, is not fireproof or fire-resisting, as thus defined, fifteen years.

12. Additions to or conversion of buildings. (a) (1) The construction of an addition or additions to or the reconstruction of a class "A" building, whether or not such construction or reconstruction includes grading or improvement of the site, twenty-five years, except as hereinafter provided; the conversion of a class "B" or class "C" building into a class "A" building, whether or not such conversion includes grading or improvement of the site, twenty-five years. If indebtedness has been contracted or is to be contracted with a maximum maturity of over twenty-five years, but not to exceed thirty years, to finance the cost of acquisition or construction of a class "A" building and if more than twenty-five annual installments of principal on the indebtedness evidenced or to be evidenced by bonds or notes have not matured, then the foregoing twenty-five year period of probable usefulness for the construction of an addition to such class "A" building shall be increased by the number of years over twenty-five as there are unmatured annual installments of principal on such indebtedness which has been or is to be contracted for the class "A" building; provided that such addition is to be constructed to meet the construction standards of the class "A" building to which it is an addition. The maximum maturity of such indebtedness for the class "A" building shall be measured from the date of the bonds or from the date of the first bond anticipation note issued in anticipation of such bonds, whichever is the earlier.

(f) parking areas regardless of kind of pavement, ten years.

20-a. County parkways. The construction, reconstruction, widening, straightening or improvement of a county parkway, meaning a restricted landscaped area traversed by a multiple-lane thoroughfare limited as to vehicular traffic, and owned and operated by a county, including all bridges, tunnels, overpasses, underpasses, interchanges, entrance plazas, approaches, toll houses, service areas, restaurants, service stations, service facilities, communications facilities and administration, storage, and other buildings which such county may deem necessary for the operation of such parkway, and all property, rights, easements and interests which may be acquired by such county in connection therewith, thirty-five years.

✓ 21. Land acquisition.

(a) The acquisition of land or permanent rights in land not provided for in any other subdivision hereof, thirty years;

(b) The financing of the acquisition of land, permanent rights in land or temporary easements in land incidental to a capital improvement, inclusive of any administrative or other expenditures arising therefrom or related thereto, if such acquisition and expenditures are financed from a fund into which are paid the proceeds of the sale of bonds or bond anticipation notes issued in anticipation of such bonds and out of which the cost of such acquisition and such expenditures are paid, thirty years.

22. Dredging and construction of dikes and bulkheads. The dredging and making navigable of creeks, streams, bays, harbors and inlets, whether or not including the construction, reconstruction or addition to a dike, bulkhead, dam, sea wall, jetty or similar device for navigation purposes or to prevent the encroachment of or damage from flood or storm waters:

(a) Construction work of steel, stone or concrete, thirty years.

(b) Construction work of wood or partly of wood, twenty years.

(c) Dredging alone, five years.

23. Sewer and water connections. The construction or reconstruction of a sewer, water or other service connection from the service main in a highway, road, street or parkway to the curb or property line, when such improvement is not a part of the construction, reconstruction or addition to a water distribution or sewer system, ten years.

24. Curbs, sidewalks and gutters. The construction or reconstruction of a curb, sidewalk or gutter of brick, stone or concrete, not included in any other subdivision hereof, ten years.

25. Police and fire alarm systems and signal systems. The purchase or installation of a fire or police alarm, telegraph or telephone system or any other system of communication or transmission, or additions thereto, ten years.

26. Fire, police and ferry boats. The acquisition of a fire or police boat, propelled by mechanical power, ten years. The acquisition of a ferry boat, propelled by mechanical power, thirty-five years.

(2) The construction of an addition or additions to or the reconstruction of a class "B" building or the conversion of a class "C" building into a class "B" building, whether or not such construction, reconstruction or conversion includes grading or improvement of the site, fifteen years.

(3) The construction of an addition or additions to or the reconstruction of a class "C" building, whether or not such construction or reconstruction includes grading or improvement of the site, ten years.

(b) The periods of probable usefulness set forth in item (a) above shall include original furnishings, equipment, machinery or apparatus required for the purposes for which such additions to such buildings or for which such reconstructed or converted buildings are to be used.

(c) A building which is to be attached to an existing building or buildings shall be deemed to be a new building and not an addition if the probable useful life thereof is not dependent upon the useful life of such existing building or buildings.

(d) The terms "class 'A' building," "class 'B' building" and "class 'C' building," as used in this subdivision, shall mean such buildings as they are described in subdivision eleven of this paragraph.

✓ 12-a. Demolition and repair of buildings. The demolishing or repair of any (a) privately owned building or structure that poses a significant threat to public health or safety, five years, or (b) municipally owned structure or building, or any building or structure owned by a school district or district corporation, whenever the same is no longer of any use or value or has become dangerous or detrimental to human life, health or safety, ten years.

13. Certain building alterations. The installation or reconstruction of a heating, lighting, plumbing, ventilating, elevator or power plant or system in a building when not in connection with the original construction or the reconstruction of such building, in a class "A" or "B" building, ten years; in a class "C" building, five years. The terms "class 'A' building," "class 'B' building" and "class 'C' building," as used in this subdivision, shall mean such buildings as they are described in subdivision eleven of this paragraph.

14. Airport construction and airport improvements. Except as provided in subdivisions fifteen and sixteen of this paragraph, the construction, reconstruction or extension of an airport or airport improvement, whether or not including buildings other than hangars, ten years.

15. Construction and equipment of airport structures, runways, taxi-strips and other paved areas. Except as provided in subdivision seventeen of this paragraph, the construction and equipment of any permanent fire-proof airport structure, at an airport having an area greater than one thousand acres, if the estimated cost of such structure is in excess of one million dollars, and the construction and equipment of runways, taxi-strips or paved areas, except such as may be opened for use by the general public, on such airport, thirty years.

16. Dredging, filling, grading and drainage of airport property. The dredging, filling, drainage and grading of real property acquired for or used as an airport, having an area greater than one thousand acres, thirty years.

one county, a duplicate original of such bond, approved by the finance board, or in the case of the city of New York the chief fiscal officer thereof, shall be filed in the office of the clerk of each county in which the municipality, school district or district corporation is located, except that in a city containing more than one county such bond shall be filed only in the office of the city clerk. The expense of such bond shall be a charge upon the municipality, school district or district corporation. The provisions of this paragraph shall not apply to a bank or trust company which has been designated as fiscal agent of a municipality, school district or district corporation pursuant to the provisions of paragraph a of this section, unless the finance board of such municipality, school district or district corporation, or in the case of the city of New York the chief fiscal officer thereof, shall by resolution determine that such bank or trust company shall be required to furnish a bond for the faithful performance of its duties as fiscal agent.

✓ c. No municipality, school district or district corporation, or any fiscal agent thereof, shall charge, impose, collect, or receive from the holder of any obligation issued pursuant to this chapter, or issued pursuant to laws in effect prior to the effective date of this chapter, any fee or consideration for any services required to be performed by a fiscal agent pursuant to the provisions of this chapter. However, the holder of an obligation shall bear the expense of preparing new bonds or coupons which he shall request to be issued pursuant to the provisions of title five of this article, also the actual and necessary expenses for the mailing, shipping or the insuring of obligations incurred in connection with the rendition of services performed by a fiscal agent at his request. At least annually every fiscal agent shall render to and file with the finance board of the municipality, school district or district corporation, or in the case of the city of New York the chief fiscal officer thereof, for which he or it acts a statement of all moneys received and disbursed by such agent for the expenses mentioned in this paragraph. Notwithstanding the foregoing provisions of this paragraph, if the finance board of a municipality, school district or district corporation, or in the case of the city of New York the chief fiscal officer thereof, shall determine that it would be to the financial advantage of the municipality, school district or district corporation not to impose and collect such mailing, shipping or insurance charges, it may adopt a resolution directing its fiscal agent not to impose and collect any or all of such charges.

d. Notwithstanding any other provisions of law, the comptroller of the city of New York may prescribe rules and regulations for the registration, conversion, reconversion and transfer of the bonds and notes of the city of New York, including the preparation and substitution of new bonds, for the payment of the principal thereof, redemption premium, if any, and interest thereon, and for other authorized services to be performed by such fiscal agent.

e. Any bank or trust company acting as the fiscal agent of a municipality, school district or district corporation may bid for, purchase, acquire, hold, sell or dispose of obligations of the municipality, school district or district corporation for which it acts as such agent, and may enter into other service contracts with the municipality, school district or district corporation. No bank or trust company acting as such fiscal agent shall print, engrave, or otherwise prepare, new bonds or coupons required in connection with the conversion and reconversion of bonds as provided in title five of this article, if such bank or trust company acts as fiscal agent in such conversion or reconversion.

#### Credits

(L.1942, c. 424. Amended L.1944, c. 614, § 2; L.1945, c. 837, § 19; L.1946, c. 806, § 11; L.1947, c. 590, eff. May 1, 1947; L.1947, c. 591, eff. May 1, 1947; L.1983, c. 483, § 4, eff. July 15, 1983.)

#### Notes of Decisions (5)

McKinney's Local Finance Law § 70.00, NY LOC FIN § 70.00  
Current through L.2014, chapters 1 to 90.

McKinney's Consolidated Laws of New York Annotated  
Local Finance Law (Refs & Annos)  
Chapter 33-A. Of the Consolidated Laws  
Article II. Local Indebtedness  
Title 4. Local Obligations: Terms, Form and Contents Thereof; Sale and Issuance Thereof

McKinney's Local Finance Law § 52.00

§ 52.00 Recital of validity in obligations

Currentness

Any obligation issued by a municipality, school district or district corporation may contain on its face a recital in substantially the following form:

"It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of New York to exist, to have happened and to have been performed precedent to and in the issuance of this (*Here insert type of obligation*), exist, have happened and have been performed, and that the issue of (*Here insert type of obligations*) of which this is one, together with all other indebtedness of such (*Here insert name of municipality, school district or district corporation*) is within every debt and other limit prescribed by the Constitution and laws of such State."

**Credits**

(L.1942, c. 424.)

McKinney's Local Finance Law § 52.00, NY LOC FIN § 52.00

Current through L.2014, chapters 1 to 90.

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McKinney's Consolidated Laws of New York Annotated  
Local Finance Law (Refs & Annos)  
Chapter 33-A. Of the Consolidated Laws  
Article II. Local Indebtedness  
Title 6. Local Obligations: Estoppel from Contesting Validity Thereof

McKinney's Local Finance Law § 81.00

§ 81.00 Bond resolution, or note resolution or certificate, containing estoppel clause; publication and notice

Currentness

a. If a resolution of a finance board authorizing the issuance of bonds or notes or the certificate of a chief fiscal officer authorizing the issuance of notes contains the statement referred to in section 80.00 of this chapter, such resolution after adoption, or a summary of such resolution, or such certificate after its execution and filing, shall be published in full by the clerk of the municipality, school district or district corporation or such other official or person as the finance board or such fiscal officer may designate, together with a notice in substantially the following form:

“The resolution (or the resolution a summary of which is) (or certificate) published herewith has been adopted (or authorized) on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and the validity of the obligations authorized by such resolution (or certificate) may be hereafter contested only if such obligations were authorized for an object or purpose for which the (Here insert name of municipality, school district or district corporation) is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the constitution.

.....  
(Clerk or other official or person designated by the finance board or chief fiscal officer)”

If a summary of such resolution is published as provided in this section, such summary shall list the class or classes of objects or purposes for which the obligations to be authorized by such resolution are to be issued together with the period or periods of probable usefulness and the amount of obligations to be issued for each such class of objects or purposes, and in addition, such summary shall state an office of the municipality, school district or district corporation where the resolution summarized thereby shall be available for public inspection. Such resolution shall be kept available for public inspection at such office during normal business hours for twenty days following the publication of such summary as provided in this title.

b. However, if such resolution is subject to a mandatory or permissive referendum, or is submitted to a referendum by the finance board on its own motion, such resolution or summary thereof shall not be published together with such notice until it shall have been approved at such a referendum or, in the case of a resolution subject to a permissive referendum, until the period of time shall have elapsed for the submission and filing of a petition for a permissive referendum and a valid petition shall not have been submitted and filed, and such notice shall state that such resolution has been approved at such a referendum or, in the case of a resolution subject to a permissive referendum, that the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed, as the case may be.

c. If any bond resolution or capital note resolution does not contain a determination of the period of probable usefulness of the specific object or purpose or class of objects or purposes for which such resolution authorizes the issuance of obligations, there shall be published, together with such resolution or summary thereof and notice, the certificate of the appropriate body or official containing such determination.

d. Such publication as shall be required by this section shall be in the official newspaper or newspapers of the municipality, school district or district corporation or if there be no such newspaper or newspapers, then in such newspaper or newspapers having a general circulation in the municipality, school district or district corporation as the finance board shall designate.

**Credits**

(L.1942, c. 424. Amended L.1944, c. 608, §§ 26, 27; L.1981, c. 1050, § 4, eff. Nov. 11, 1981, deemed eff. Oct. 31, 1981.)

**Notes of Decisions (6)**

McKinney's Local Finance Law § 81.00, NY LOC FIN § 81.00

Current through L.2014, chapters 1 to 90.

LEASE AGREEMENT

88-0082-1/12-CP

This Agreement made this 13<sup>th</sup> day of January 1987, by and between CHARLES J. PATRICK, whose business address is 124 Dutchess Turnpike, Poughkeepsie, New York 12603 (hereinafter referred to as the "LANDLORD" and THE COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY").

W I T N E S S E T H :

WHEREAS, C. J. Patrick, as Landlord has leased various portions of premises 31-33 Haight Avenue, Poughkeepsie, New York 12601 to the County as tenant, and

WHEREAS, in addition, the Landlord previously consented to a sublease to the County of a portion of the premises leased from the Landlord by Emery and Webb, also a tenant in the premises, and

WHEREAS, Emery and Webb wishes to re-locate before the end of its lease term to new premises, and the County wishes to lease all space occupied by Emery and Webb, in addition to the space it now occupies, and to extend the term of its present lease with the Landlord, and

WHEREAS, the Landlord also wishes to do these things, now, therefore, the parties mutually agree as follows:

1. By lease dated December 30, 1986 by and between Emery and Webb and the County, the County is leasing 720 square feet from Emery and Webb for the term July 15, 1985 to April 30, 1988. The Landlord represents that, effective February 1, 1988 Emery

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and Webb has assigned all of its rights thereunder to it and has relinquished all rights it has to any portion of the building. All obligations under that lease to be prorated through January 31, 1988.

2. The Landlord and the County have two separate leases for different portions of the premises 31-33 Haight Avenue providing in part as follows:

- a) 5,204 square feet of office space on the second floor of 31-33 Haight Avenue for use and occupancy by the Dutchess County Office of Computer Information Services for the term July 15, 1985 through July 14, 1990 for a rental amount as set forth in the lease between the parties dated June 25, 1985.
- b) A lease for 600 square feet of office space on the first floor of 31-33 Haight Avenue for use and occupancy by the Dutchess County Office of Computer Information Services for the term September 1, 1985 through July 14, 1990 at a rental as set forth in the agreement entered into between the parties dated June 10, 1986.

3. Effective February 1, 1988 the two leases above-referenced are rescinded on mutual consent. All obligations shall be prorated to that date.

4. Effective February 1, 1988, simultaneously with the rescission of the leases referenced in paragraphs "2" and "3" above, the Landlord and the County are entering into a new lease to provide as hereinafter set forth.

5. The Landlord has let to the County and the County has hired from the Landlord the following premises:

- a) All of premises known as 31-33 Haight Avenue, Town of Poughkeepsie, New York (8,348 square feet including 2,544 square feet previously leased to Emery and Webb) for use and occupancy by the Dutchess County Office of Computer Information Services except for 1,900 square feet located on the first floor of said

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building under separate lease to the Dutchess County Heart Association. The County lease includes use of the basement and roof and surrounding premises.

6. TERM. The term of this lease shall commence on February 1, 1988 and terminate on July 31, 1992 unless otherwise terminated or extended as set forth herein.

7. RENT. The County shall pay the following rent:

- a) For the period February 1, 1988 through December 31, 1988, the total rent of \$74,016.36 to be paid in advance in eleven (11) monthly installments of \$6,728.76.
- b) For the period January 1, 1989 through December 31, 1989, the annual rent of \$84,562.42 to be paid in advance in twelve (12) monthly installments of \$7,046.87.
- 5% c) For the period January 1, 1990 through December 31, 1990, the annual rent of \$88,790.85 to be paid in advance in twelve (12) monthly installments of \$7,399.24.
- 5% d) For the period January 1, 1991 through December 31, 1991, the annual rent of \$93,230.12 to be paid in advance in twelve (12) monthly installments of \$7,769.18.
- 3.8% e) For the period January 1, 1992 through July 31, 1992, the total rent of \$56,441.18 to be paid in advance in seven (7) monthly installments of \$8,063.03.

Notwithstanding anything to the contrary contained herein, in the event the County exercises the expansion option as set forth in Paragraph "8", it shall pay rent as set forth below:

- a) For the period January 1, 1990 through December 31, 1990, the annual rent of \$102,534.21 to be paid in advance in twelve (12) monthly installments of \$8,544.52.

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- 2 270 b) For the period January 1, 1991 through December 1991, the annual rent of \$114,785.66 to be paid in advance in twelve (12) monthly installments of \$9,565.47.
- 5 170 c) For the period January 1, 1992 through December 31, 1992, the annual rent of \$120,648.79 to be paid in advance in twelve (12) monthly installments of \$10,054.07.
- 5 070 d) For the period January 1, 1993 through December 31, 1993, the annual rent of \$126,681.43 to be paid in advance in twelve (12) monthly installments of \$10,556.79.
- 115 5 e) For the period January 1, 1994 through December 31, 1994, the annual rent of \$132,743.24 to be paid in advance in twelve (12) monthly installments of \$11,061.94
- 3 70 f) For the period January 1, 1995 through July 31, 1995, the total rent of \$80,292.59 to be paid in advance in seven (7) monthly installments of \$11,470.37.

8. The Landlord represents that the Heart Association lease of 1900 square feet terminates on April 30, 1990. The County shall have an option to lease the space presently leased by the Heart Association including its parking spaces for the term May 1, 1990 through July 31, 1995 provided it notifies the Landlord at his address as shown herein or as hereafter amended in writing of its intention to do so. The County shall notify the Landlord of its intention during the period October 1988 through April 30, 1989.

Exercise of this expansion option shall automatically extend the original lease for an additional three (3) years for the period August 1, 1992 through July 31, 1995.

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9. The County shall take good care of the premises and shall, at the County's own cost and expense, make all repairs, except those of structural nature and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by elements excepted.

10. The County shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said terms; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters for the prevention of fires, at its own cost and expense.

11. That in case the County shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, then the Landlord or his Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the County and in case of the County's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the County.

12. That the County shall, in case of fire, give immediate notice thereof to the Landlord who shall thereupon cause the damage to be repaired forthwith; but if the premises be so damaged that the Landlord shall decide to rebuild, the term shall cease and the accrued rent be paid up to the time of the fire.

13. That said County agrees that the said Landlord and agents and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

14. That if the said premises, or any part thereof, shall become vacant during the said term, or should the County be evicted by summary proceedings or otherwise, the Landlord or his representatives may re-enter the same, either by force or otherwise, without being liable to prosecution thereof; and re-let the said premises as the Agent of the Said County and receive the rent thereof; applying the same, first to the payment of such expenses as he may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the County who shall remain liable for any deficiency.

15. That in case of any damage or injury occurring to the glass in the demised premises or damage and injury to the said premises of any kind whatsoever, said damage or injury to the said premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence, or improper conduct on the part of the said County, its agents or employees, then the

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said County shall cause the said damage or injury to be repaired as speedily as possible at its own cost and expense.

16. That the County shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

17. The County shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said demised premises nor any other part of same, except in or at such place or places as may be indicated by the said Landlord and consented to by him in writing, and in case the Landlord or his representatives shall deem it necessary to remove any such sign or signs in order to paint the demised premises or make any other repairs, alterations or improvements in or upon said demised premises or any part thereof, they shall have the right to do so, providing they cause the same to be removed and replaced at Landlord's expense, whenever the said repairs, alterations or improvements shall have been completed.

18. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again re-possess and enjoy. The said County hereby expressly waives the service of any notice in writing of intention to re-enter, as provided by any Law of the State of New York requiring the service of any notice.

19. That this instrument shall not be a lien against said premises in respect to any mortgages that hereafter may be placed against said premises, and that the recording of such mortgage or

mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the County agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord his assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

20. It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount and in the form and in fire insurance companies reasonably acceptable to the Landlord, the latter may, if he so elects, at any time thereafter terminate this lease and the term thereof, on giving to the County thirty days' notice in writing of his intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end provided that County is unable within 15 days to obtain such fire insurance for the Landlord.

21. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the County to be kept and performed, or if the County shall fail to comply with

any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus applicable to said premises, or hereafter established as herein provided, or if the County shall file a petition in bankruptcy or be adjudicated as bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Landlord may, if he so elects, at any time thereafter terminate this lease and the term thereof upon giving to the County thirty days' notice in writing of his intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this lease for the termination or expiration thereof, provided County has not cured any such default or taken such steps as may reasonably be expected to cure said default forthwith. All notices required to be given to the County may be given by mail addressed to County at the demised premises.

✓  
22. The County shall pay the regular annual rent or charge, and all meter charges, which is or may be assessed or imposed upon the demised premises for water, when due during the term, and if not so paid, the same shall be added to the month's rent next accruing.

23. The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment

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22 MARKET STREET  
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for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

24. The Landlord, at his sole cost and expense, shall maintain the exterior of the building.

✓  
25. The Landlord, at his sole cost and expense, shall furnish heat to the demised premises during the usual heating periods except that the County shall pay for costs and expenses of furnishing heat over and above the costs and expenses incurred by the Landlord for the base heating season. The term base heating season is defined as July 1, 1980 through June 30, 1981 heating season. At the end of each heating season, subsequent to the base heating season, the Landlord shall present to the County for payment a detailed explanation of increased costs incurred over and above the base heating season. The County shall audit said claim and, if acceptable, make a payment reflecting the increased costs within 45 days after receipt of the claim from the Landlord. In the event heating costs are less than for the base heating season, then the Landlord shall refund that difference to the County following the same procedures as set forth above.

✓  
26. The County, at its sole cost and expense, shall pay all charges levied against the demised premises for power and light, and it agrees to save and hold harmless the Landlord of any charge therein.

✓  
27. In the event that, during the term of this lease, the cost of the policy of insurance covering the premises for fire and extended coverage and personal liability should increase for any reason other than due to the activities at or uses of the

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premises by any other tenant or landlord over and above the base year (calendar year 1987), then the Landlord shall present to the County for payment a detailed explanation of the increased costs incurred over and above the base year. The County shall audit said claim and, if acceptable, make a payment reflecting the increased costs within 45 days after receipt of the claim from the Landlord.

✓  
28. The County will pay its proportionate share of any increase in real estate taxes over the base year. The base year for state, county, and town taxes shall be calendar year 1981. The base year for school taxes shall be for the period July 1, 1981 through June 30, 1982. At the close of each period referenced above the Landlord shall present to the County for payment a detailed explanation of increased costs incurred over and above the base period. The County shall audit said claim and, if acceptable, make a payment reflecting the increased cost within 45 days after receipt of the claim from the Landlord.

29. Notwithstanding any provisions contained herein to the contrary, County shall not be obligated to comply with any statutes, rules, etc. that would necessitate anything more than minor repairs of non-structural nature. Landlord hereby agrees to take such actions as are necessary to comply with such statutes, etc. so that County may enjoy uninterrupted quiet enjoyment during the term of this Lease and any extension thereof.

30. Landlord, at his own expense, during the entire term of this Lease shall keep in a condition of thorough repair and good order, heating equipment, air-conditioning equipment, electrical and plumbing installed by the Landlord. If Landlord shall refuse

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or neglect to make needed repairs within ten days after written notice thereof sent by the County, the County is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this Lease. Notwithstanding the foregoing, County shall maintain all heating and air-conditioning equipment installed by the County.

31. County shall not assign this Lease or sublet said premises or any part thereof without the written consent of the Landlord, which consent shall not unreasonably be withheld; and upon the termination of this lease, County shall surrender said premises to the Landlord in as good condition as the beginning of the term of this Lease, loss by fire or other casualty, ordinary wear and tear, and repairs chargeable to the Landlord, excepted.

32. Notwithstanding anything contained herein to the contrary, if the premises are not repaired within 30 days, to the satisfaction of County, this Lease shall be terminated; and if Landlord shall rebuild within said 30 days, County shall be excused from payment of rent for the period of such rebuilding.

33. Notwithstanding anything contained herein to the contrary nothing herein shall be construed in such a manner as to interfere with the delivery to County and shipment by County of substantial quantities of paper and other materials related to the operation of the computing equipment at the demised premises.

34. Notwithstanding any terms contained herein to the contrary nothing herein shall be construed so as to interfere with the County's right of occupancy and quiet enjoyment of the demised premises for the term of this Lease or any extension thereof.

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35. Landlord shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this Lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the County.

36. County shall have the right to make such alterations, additions and improvements, including installation of special air-conditioning equipment on said premises as it shall deem necessary or desirable, provided that such additions and improvements whether made during the term of this Lease or prior thereto, shall be regarded as removable fixtures all of which County shall remove prior to the termination of this Lease.

37. In case said premises shall be rendered untenable by fire, or other casualty during said term, Landlord may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this Lease thereby shall be terminated; in the event of such a termination of this Lease, County shall be chargeable with rent only to the date of such fire, and other casualty, and if Landlord shall rebuild within thirty days, County shall be excused from payment of rent for the period of such rebuilding.

38. The County shall be entitled to the exclusive, unlimited use of all existing parking spaces (37) on site for parking automobiles of employees and visitors of the County except for six spaces which shall be reserved for the Heart Association which also leases space at the premises. The Landlord shall mark all spaces to indicate they are reserved for the County's

exclusive use and will mark the six spaces of the Heart Association to indicate that they are for its exclusive use.

39. It is understood that the Landlord will permit the removal of a window for installation and removal of IBM System 370 - Computer on the second floor.

40. Landlord warrants and represents that the floor loading capacity of the demised premises is 100 pounds per square foot.

41. This Agreement shall be deemed executory only to the extent of moneys appropriated and available to the County for the purpose of this Agreement, as specified in the County's Adopted budget and no liability on account thereof shall be incurred by the County beyond the amount of such moneys. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available moneys for the purpose of this Agreement.

42. The County will be responsible for removal of all rubbish generated by it within the premises. Accordingly, the County shall have the right to locate a dumpster and other necessary or desirable equipment to facilitate rubbish removal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED :

  
County Attorney's Office

  
CHARLES J. PATRICK

DUTCHESS COUNTY  
ATTORNEY  
COUNTY OFFICE BUILDING  
22 MARKET STREET  
POUGHKEEPSIE, NY 12601

*Approved as to Content:*  
*Edward C. Imperator 11/6/88*



88-0032-7/92-CP-A6

AMENDMENT and EXTENSION  
TO LEASE AGREEMENT

THIS AGREEMENT, made this *1<sup>st</sup>* day of *October*, 2010, by and between JEAN W. PATRICK, Legal Life Tenant pursuant to the Last Will and Testament of Charles J. Patrick, Deceased, with offices at 510 Haight Avenue, Suite 103, Poughkeepsie, New York 12603, (hereinafter referred to as the "LANDLORD") and the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 1260 (hereinafter referred to as the "COUNTY").

*WITNESSETH:*

WHEREAS, Charles J. Patrick and the County previously made and entered into a Lease Agreement dated January 13, 1988 (County Contract No. 88-0032-7/92-CP) for the lease of a portion of Premises situate at 503 (formerly 31-33) Haight Avenue, Poughkeepsie, New York, which Lease Agreement has been extended and amended by County Contract Numbers 88-0032-7/02-CP-A1 through A5, and

WHEREAS, title to the Premises subsequently passed to the Landlord as Legal Life Tenant pursuant to the Last Will and testament of Charles J. Patrick, Deceased, and

WHEREAS, the Landlord and County adopted and extended the original agreement, as amended, and now wish to further extend the agreement, now therefore, it is mutually agreed by and between the parties hereto that County Contract No. 88-0032-7/92-CP dated January 13, 1988, as extended and amended, is hereby further extended upon the following terms and conditions.

1. Paragraph "6," entitled "Term," shall be amended by the following addition:

The prior term of this Lease, which terminated on July 31, 2010, shall be extended from August 1, 2010 through July 31, 2015.

2. Paragraph "7," entitled "Rent," shall be amended by the addition of a new subparagraph "(j)" as follows:

(j) For the period August 1, 2010 through July 31, 2015, the annual rent to be paid in advance, in equal monthly installments on the first day of each and every month of the term, shall be fixed at the rent set forth below:

Annual Term	Annual Rent	Monthly Rent
August 1, 2010 - July 31, 2011	\$213,842.57	\$17,820.21
August 1, 2011 - July 31, 2012	\$213,842.57	\$17,820.21
August 1, 2012 - July 31, 2013	\$218,119.42	\$18,176.62
August 1, 2013 - July 31, 2014	\$222,481.81	\$18,540.15
August 1, 2014 - July 31, 2015	\$226,931.45	\$18,910.95

Rent due for August and September, 2010, shall be paid promptly after execution of this Amendment and Extension by the County.

3. A new Paragraph "7-A" entitled "Modified Gross Lease" shall be added as follows:

7-A. Modified Gross Lease: (a) Effective August 1, 2010, Paragraphs "22", "25", "27" and "28" of the Lease shall be amended to provide that the County shall not have any obligation to make any payments for the water it consumes for its use at the Premises or for heat, fire and extended personal liability insurance or for real estate taxes, however denominated, including assessments, special assessments, or ad valorem levies. However, in consideration of the above, and other changes made herein, the real estate taxes (\$5,942.89) previously paid by the County to the Landlord for the period August 1, through December 31, 2010 shall be retained by the Landlord. The Landlord represents that as of the date of execution of this Amendment and Extension by the Landlord there are no County arrears for any of the charges referenced in Paragraphs "22", "25", "26", "27", "28" or companions provisions of the Lease.

(b) It is the intention of the parties that effective August 1, 2010, this shall become a "modified gross lease" with no additional charges of any kind to the County above its monthly rent, except for electricity as provided in Paragraph "26" of the Lease as hereinafter amended. Heat shall be provided as set forth on Exhibit "A" attached hereto and all building systems shall continue to be sufficient for and operated and maintained to meet the reasonable needs of the County as manifest by its past use.

4. Effective August 1, 2010, Paragraph "26" shall be deleted in its entirety and replaced by a new Paragraph "26" entitled "Power and Light" as follows:

"26. Power and Light: (a) The Landlord shall, at its sole expense, provide or cause to be provided electric meters to measure the electricity the County consumes. The County shall pay the cost of such electricity itself directly to the service provider. Notwithstanding the above, all charges for electricity for building common areas, including but not limited to, exterior lighting, the halls, the lobby, the reception area and restrooms (electric meter number 92676432) shall continue to be paid by the Landlord until August 1, 2012, when the County shall assume the cost of such electricity in the same manner as otherwise provided in this Paragraph.

(b) All other charges levied against the Premises, for power or light shall be the sole expense of the Landlord.

5. All other terms and conditions of the underlying agreement, and any amendment thereto, not expressly amended or altered by this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

*[Signature]*  
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

*[Signature]*  
By: William R. Steinhaus, County Executive

APPROVED AS TO CONTENT:

*[Signature]*  
Commissioner of the Office of  
Computer Information Systems

PATRICK PROPERTIES

*[Signature]*  
by: Jean W. Patrick, Legal Life  
Tenant Pursuant to the Last Will and  
Testament of Charles J. Patrick.

APPROVED AS TO CONTENT:

*[Signature]*  
Commissioner of Public Works

STATE OF NEW YORK )  
COUNTY OF DUTCHESS ) SS:

On this 30<sup>th</sup> day of Sept., 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM R. STEINHAUS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*[Signature]*  
Notary Public

DIGNAN ANNE MARIE  
NOTARY PUBLIC, State of New York  
01D16152005  
Qualified in Dutchess County  
Commission Expires 8-28-14

STATE OF NEW YORK )  
COUNTY OF DUTCHESS ) SS:

On this 28<sup>th</sup> day of SEPTEMBER, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared JEAN W. PATRICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*[Signature]*  
Notary Public

CHRISTINE I. CUTLER  
Notary Public, State of New York  
Qualified in Dutchess County  
Commission Expires Sept. 30, 20 10

EXHIBIT "A"  
503 Haight Avenue

HVAC

1. The heating ventilating and air conditioning system for the Premises shall be maintained by the Landlord for safety and comfort year round. The system shall maintain indoor temperatures year-round between 72 and 76 degrees when outdoor temperatures are between 0 and 92 degrees drybulb with a maximum coincident wet bulb temperature of 74 degrees. Airflows and temperatures shall be evenly balanced and distributed throughout the Tenant space. In the cooling mode the system shall maintain an indoor relative humidity of 50% or lower. Building ventilation shall at a minimum meet the American Society of Heating Ventilating and Air Conditioning Engineers standard or 20 CFM of outdoor air per person, whichever is greater.

TAX SEARCH

Title No. QC 4218

PREMISES:

503 HAIGHT AVENUE

COUNTY: DUTCHESS

TOWN: POUGHKEEPSIE

SWIS CODE: 134689 SECTION: 6161 BLOCK: 08 LOT: 814783

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ASSESSMENT:

ASSESSED OWNER(S): CHARLES J. PATRICK

PROPERTY CLASS:	464	LAND VALUE:	\$211,000
SCHOOL DISTRICT:	ARLINGTON CSD	TOTAL VALUE:	\$1,238,500
LOT SIZE:	0.51 ACRES	EXEMPTIONS:	\$

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2014 COUNTY/TOWN TAX: RUNS 1/1/14 - 12/31/14

FULL TAX:		Base Tax w/o Exemptions:	\$
	\$31,056.35	PAID:	2/26/14

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2013/14 SCHOOL TAX: RUNS 7/1/13 - 6/30/14

FULL TAX:		Base Tax w/o Exemptions:	
	\$35,675.52	PAID:	10/8/13

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2014/15 VILLAGE TAX: RUNS 6/1/14 - 6/30/15

FULL TAX:		Base Tax w/o Exemptions:	
	\$	PAID:	

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WATER/SEWER:

AMOUNT:

PERIOD DATE:

**IF PREMISES ARE SERVICED BY MUNICIPAL WATER/SEWER:**

A final water reading must be obtained, and the bill, therefore, presented at closing. In the event the premises are serviced by the municipal water, sewer, etc., and no other bill is presented, policy will except any and all changes accrued against the subject premises for the same, unless a letter of indemnity is obtained from the attorney for the seller at closing, guaranteeing the payment of said water/sewer charges holding the company harmless from any loss, claim or damage arising from failure to do the same. In the alternative, the company will be forced to escrow from the proceeds of the sale an amount to be determined by the company at its discretion, sufficient to pay said water/sewer charges.