

Chenango County Industrial Development Agency

15 South Broad Street
Norwich, New York 13815
607-334-1400

Date: February 2, 2022

From: Brian Burton

To: Jeff Blanchard
Randy Gibbon, P.E.
Michael Khoury
Pete Raymond
Martha Ryan
Taylor Zieno
George Seneck
Kevin Pole

The Evening Sun
Shane Butler, Planning Department

Subject: CCIDA Board of Directors Meeting

The February CCIDA Board meeting will begin at 8:00 a.m. on **Wednesday, February 16, 2022** at the Commerce Chenango Office, 15 South Broad Street, Norwich NY.

Facemasks are required for all attendees, regardless of vaccination status. Required health & safety guidelines will be followed by all attendees. If you are unable to wear a facemask, you are welcome to view the meeting via the Chenango IDA YouTube channel and the meeting will be streamed live.

All Board members are asked to be present for this meeting; if a board member cannot attend in person due to health reasons, a call-in number will be provided in advance.

Please RSVP at your earliest convenience by e-mail at kaconnor@chenangony.org and if you have any questions, you may contact us at 607-334-5532.

Thank you.

**Chenango County IDA Board
 Regular Meeting Agenda
 February 16, 2022 | 8:00 a.m.
 Commerce Chenango, Community Room**



- I. Roll Call (B. Burton)
- II. Reading of IDA Mission Statement: *“Our mission is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research and recreation facilities including industrial pollution control facilities, educational or cultural facilities, railroad facilities, and continuing care retirement communities. To provide financial assistance and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the county of Chenango and to improve their recreation opportunities, prosperity and standard of living.”*
 (approved March 25, 2021)
- III. Approval of Minutes
 - a. January 18, 2022 Regular Meeting Minutes
- IV. Financial Report
 - a. January 31, 2022 Financial Statements
 - b. 2021 Audit
 - i. Insero & Co. beginning audit (letter sent to board members)
 - ii. PILOT Annual Questionnaire sent to all project contacts
 - 1. Requesting sales tax reports (ST340)
 - a. Board to review
- V. Bills & Invoices

Commerce Chenango: <i>Copies, Postage, BST Services, Supplies</i>	\$11,026.00
Development Chenango Corporation: <i>Subscription</i>	\$333.00
NYSEG: <i>Airport Utilities</i>	\$ 5,044.56
Laughlin Lawn & Landscape: <i>Airport Maintenance</i>	\$ 650.00
Bond, Schoeneck, & King, PLLC.: <i>Legal</i>	\$1,012.50
Town of North Norwich: <i>PILOT/ Road Tax</i>	\$2,000.00
Total:	\$ 20,066.06

- VI. Presentation: Everything Bagelry
 - a. Appraisal completed on 2/4/2022 with Susan Baldwin of CNY Pomeroy Appraisers
 - i. Cost for appraisal: 2800.00
 - ii. Discussion on Project and next steps

- VII. Executive Director Report
 - a. Commerce Chenango
 - i. Executive Committee Restructure
 - ii. Strategic Plan
 - iii. 2022 Programming
 - b. DCC
 - i. Update: Staffing
 - ii. IEDC Conference
 - iii. Update: DRI
 - 1. Open call for proposals
 - iv. Update: Hotel Project

- VIII. PILOTs
 - a. Solar Projects (PILOT)
 - i. Norbut Solar Project (Coventry, NY)
 - 1. Attorneys finalizing closing language & documents
 - 2. Next step: Waiting for closing date
 - ii. Norwich Chenango Solar
 - 1. Payment made on delinquent PILOT fees
 - b. Wind Projects (PILOT)
 - i. High Bridge Wind Project (Guilford, NY)
 - 1. Attorneys working on final documents

- IX. Old Business
 - a. Comptroller Process Audit
 - i. Update from A. Zimmerman
 - b. Airport Incubator Property:
 - i. Appraisal completed on 2/4/2022 with Susan Baldwin of CNY Pomeroy Appraisers
 - ii. Cost for appraisal: \$2800.00
 - iii. Next Steps: offer to purchase

- X. New Business
 - a. Update: Cascun PILOT Termination:
 - i. Communication with Don Cascun
 - ii. Building Information
 - b. ABO Review of Norwich Chenango Solar, LLC.

- XI. Executive Session (*as needed*)

- XII. Adjournment

Chenango County IDA
Board Meeting Minutes
January 18, 2022 | 8:00 a.m.



Present: J. Blanchard; B. Burton; R. Gibbon; M. Khoury; P. Raymond

Staff: K. Green; K. O'Connor

Absent: M. Ryan, T. Zieno

Guest: Mathias Wesner, Tyler Bookout

1. Board Chair B. Burton called the meeting to order at 8:02 a.m.
2. B. Burton read the IDA mission statement
3. Motion to approve the December 15, 2021 Regular Meeting Minutes made by P. Raymond, seconded by M. Khoury. Ayes all, approved.
4. K. Green reviewed the December 31, 2021 Financial Statement.
 - a. Inero annual audit to begin soon
 - b. Information reviewed included account receivables & payables to date as well as the statement of activities including revenues & expenditures to date.
 - c. Discussion regarding Norwich Chenango Solar delinquent PILOT payment fees and steps for recovery
 - d. Motion to approve the December 31, 2021 Financial Statements made by J. Blanchard, seconded by P. Raymond. Ayes all, approved.
5. Bills & Invoices were reviewed.
 - a. Motion to approve the Bills & Invoices made by M. Khoury, seconded by P. Raymond. Ayes all, approved.
6. Presentation by Mathias Wesner of Everything Bagelry, LLC, joined by business partner Tyler Bookout
 - a. Presentation included company background & history, projected growth estimates and potential, economic benefit factors including job creation, and oral explanation of business plan.
 - b. Seeking CCIDA assistance for the acquisition of local building by way of lease-to-own with buy out
 - c. Property is listed at \$175k for 4900 sq ft in Bainbridge, NY.
 - d. If CCIDA agrees to consider assistance for property purchase, appraisal must be completed on the building before proceeding to next steps.
 - e. CCIDA requested business plan & financial projections for 1-3-5 years be submitted to Executive Director, Kerri Green, for board review
7. K. Green presented Executive Director report:
 - a. Interviews for 2022 Leadership Class have been completed
 - b. 2022 Chenango Commerce Membership billings are being sent out
 - c. Virtual Notary Public Training class will be held February 18, 2022
 - d. 2022 Economic Outlook Breakfast is to be held at the Classic Car Museum, date is TBD
 - e. DCC activity
 - i. DRI Updates
 1. Discussed the establishment of a Local Planning Committee (LPC)
 2. Brief overview of project requirements
8. Old Business
 - a. Comptroller exit interview held December 16, 2021
 - b. High Bridge Wind Project & Norbut Solar
 - i. Waiting for final paperwork from attorneys for both projects to close

9. New Business
 - a. Cascun PILOT Lease
 - i. Waiting for details from attorney on sun setting PILOT, more information to come
 - b. Mission & Goals – to be reviewed and updated if anyone has suggestions or proposals for changes
 - c. Incubator building
 - i. Appraisal to be scheduled, followed by ABO notification
10. Motion to adjourn the meeting at 9:16 a.m. made by R. Gibbon, seconded by P. Raymond.
Ayes all, approved.

Respectfully Submitted,

KarriAnn O'Connor

KarriAnn O'Connor
Economic Development Assistant
IDA Board Recorder

DRAFT

County of Chenango IDA
Statement of Financial Position
January 31, 2022

	Note	January 31, 2022	December 31, 2021
ASSETS			
Current Assets			
Checking #6274	\$	48,417.52	\$ 58,956.48
Money Market #2574		688,326.04	688,267.58
RR Project Checking #6598		-	-
Accounts Receivable	(1)	52,058.84	3,375.63
Financing Lease	(2)	29,900.01	29,900.01
Prepaid Expense	(3)	4,423.78	4,423.78
Total Current Assets		823,126.19	784,923.48
Property and Equipment			
Land - Industrial Parks		238,000.00	238,000.00
Building - Industrial Parks		683,505.63	683,505.63
Improvements - Buildings		240,401.40	240,401.40
Improvements-Property Devel.		60,841.40	60,841.40
Less: Accumulated Depreciation	(4)	(594,876.37)	(594,876.37)
Total Property and Equipment		627,872.06	627,872.06
Total Assets		\$ 1,450,998.25	\$ 1,412,795.54
LIABILITIES AND FUND BALANCE			
Current Liabilities			
Accounts Payable	(5)	\$ 8,579.06	\$ 2,942.98
Prepaid Rental Income	(6)	\$ 8,300.00	\$ 8,300.00
Total Current Liabilities		16,879.06	11,242.98
Long-Term Liabilities			
Total Liabilities		16,879.06	11,242.98
Fund Balance			
Fund Balance		1,401,552.56	1,361,907.34
Net Activity		32,566.63	39,645.22
Total Fund Balance		1,434,119.19	1,401,552.56
Total Liabilities & Fund Balance		\$ 1,450,998.25	\$ 1,412,795.54

Note

- (1) See Aged Receivable Listing
- (2) Cascun Financing Lease from Property for Sale/Lease
- (3) Prepaid Insurance as of 12/31/20
- (4) Recorded Annual Depreciation thru 12/31/20
- (5) See Aged Payables Listing
- (6) Pro-Tel Properties LLC Security Deposit & Deposit on Purchase of Building

**County of Chenango IDA
Aged Receivables
As of January 31, 2022**

Customer		0-30	31-60	61-90	Over 90 days	Amount Due
Norwich Chenango Solar, LLC	Annual PILOT Fee for 19/20/21/22	1,125.21			3,375.63	4,500.84
Norwich Alvogen	2022 PILOT Fee [6 of 10]	14,000.00				14,000.00
Pro-Tel Properties LLC	January Rent	7,300.00				7,300.00
Puckett Solar	2022 PILOT Fee [payment 2]	24,758.00				24,758.00
Tiffany Energy LLC	2022 PILOT Fee [2 of 30]	1,500.00				1,500.00
						-
		48,683.21	-	-	3,375.63	52,058.84

**County of Chenango IDA
Aged Payables
As of January 31, 2022**

Vendor		0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
Bond, Schoeneck & King, PLLC	General Legal Matters	1,012.50				1,012.50
Commerce Chenango	owe from December	189.00				189.00
Development Chenango Corp	owe from December	333.00				333.00
NYSEG	Airport Utilities	5,044.56				5,044.56
Town of North Norwich	Annual PILOT	2,000.00				2,000.00
		8,579.06	-	-	-	8,579.06

County of Chenango IDA
Statement of Activities
As of January 31, 2022

	Note	January 2022 Actual	January 2022 Budget	Year to Date Actual	Year to Date Budget	Better (Worse) Budget	2022 Budget
Revenues							
Airport Building Rent	(1)	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ -	\$ 88,330.00
Clark Park Rent		450.00	450.00	450.00	450.00	-	5,400.00
On The Rail Processing Rent		406.52	406.52	406.52	406.52	-	4,878.24
New Project Fees		-	-	-	-	-	-
BID Tax Reimbursement		250.00	250.00	250.00	250.00	-	250.00
PILOT/Project Fees							
NYS&W Project Fee		1,500.00	1,500.00	1,500.00	1,500.00	-	1,500.00
Norwich Pharm Project Fees		14,000.00	14,000.00	14,000.00	14,000.00	-	14,000.00
Norwich-Chenango Solar Project		1,125.21	1,125.21	1,125.21	1,125.21	-	1,125.21
Puckett Solar Project		24,758.00	24,758.00	24,758.00	24,758.00	-	24,758.00
Tiffany Solar Project		1,500.00	1,500.00	1,500.00	1,500.00	-	1,500.00
Norbut Solar Coventry Project		-	1,500.00	-	1,500.00	(1,500.00)	1,500.00
High Bridge Wind - Guilford Solar		-	-	-	-	-	150,000.00
Other Income		-	417.00	-	417.00	(417.00)	5,000.00
Interest Income		58.46	83.00	58.46	83.00	(24.54)	1,000.00
Other Revenues							
Total Revenues		51,348.19	53,289.73	51,348.19	53,289.73	(1,941.54)	299,241.45
Expenditures							
Contracted Services		10,789.33	10,789.33	10,789.33	10,789.33	-	129,471.96
Project Fees to DCC		-	4,049.65	-	4,049.65	4,049.65	48,595.80
Project Fees to Commerce		-	809.93	-	809.93	809.93	9,719.16
RR Project Eco Dev Srvc Fees		-	208.00	-	208.00	208.00	2,500.00
Advertising & Marketing		-	625.00	-	625.00	625.00	7,500.00
Office Supplies/Postage		47.67	58.00	47.67	58.00	10.33	700.00
Software & Equipment		-	-	-	-	-	-
Travel/Training		-	-	-	-	-	-
Auditing Expense		-	-	-	-	-	6,800.00
Insurance Expense		-	-	-	-	-	7,900.00
Legal Expense		-	167.00	-	167.00	167.00	2,000.00
N. Norwich Road Tax		2,000.00	2,000.00	2,000.00	2,000.00	-	2,000.00
BID Tax		250.00	250.00	250.00	250.00	-	250.00
Airport Lease		-	-	-	-	-	-

County of Chenango IDA
Statement of Activities
As of January 31, 2022

	Note	January 2022 Actual	January 2022 Budget	Year to Date Actual	Year to Date Budget	Better (Worse) Budget	2022 Budget
Airport Repairs		-	-	-	-	-	-
Airport Maintenance	(2)	650.00	-	650.00	-	(650.00)	-
Airport Utilities	(2)	5,044.56	-	5,044.56	-	(5,044.56)	-
Special Projects		-	-	-	-	-	-
Bank Fees		-	8.00	-	8.00	8.00	100.00
Misc Expense		-	1,667.00	-	1,667.00	1,667.00	20,000.00
Depreciation Expense		-	-	-	-	-	26,683.76
Total Expenditures		18,781.56	20,631.91	18,781.56	20,631.91	1,850.35	264,220.68
Net revenues over expenditures		32,566.63	32,657.82	32,566.63	32,657.82	(91.19)	35,020.77
Other Sources (Uses)							
Net Activity		\$ 32,566.63	\$ 32,657.82	\$ 32,566.63	\$ 32,657.82	\$ (91.19)	\$ 35,020.77

Note

- (1) Tenant -- Pro-Tel Properties LLC
- (2) Maintenance/Utilities will be reimbursed from Tenant

CNY Pomeroy Appraisers, Inc.

LIBERTY SQUARE BUILDING
100 EAST SENECA STREET – SUITE 200
MANLIUS, NEW YORK 13104
VOICE 315-471-3111
FAX 315-471-4009

EMAIL: kgreen@chenangony.org

February 3, 2022
(Replaces Fee Proposal Dated January 26, 2022)

Kerri G. Green
President & CEO
Chenango County IDA
15 South Broad Street
Norwich, New York 13815
Telephone: 607-334-1404

Re: FEE PROPOSAL & ASSIGNMENT AGREEMENT

Property Name: Mixed Use Buildings
Street Address: See “*Summary of Subject Parcels To Be Appraised*” Table for Addresses
Town, County: See “*Summary of Subject Parcels To Be Appraised*” Table for Addresses
Tax Map Numbers: See “*Summary of Subject Parcels To Be Appraised*” Table for Tax Parcels

Dear Ms. Green:

Purpose / Intended Use:	Establish Purchase Price for 5 Walnut Avenue Establish Selling Price for 111 County Road 45
Type of Value:	Market Value
Property Rights Appraised:	Fee Simple
Date of Appraisal:	Date of Inspection
Owner:	Douglas M. Rice – 5 Walnut Avenue 111 County Road 45 – County of Chenango IDA
Intended User:	Client: Chenango County IDA <i>Please identify any additional potential users with your authorization response. Use of this report by anyone not specifically identified or so authorized is not intended by CNY Pomeroy Appraisers. CNY Pomeroy Appraisers is not responsible for distribution of this report beyond authorized users.</i>
Report Type:	Restricted Appraisal Report
Valuation Approaches:	All applicable approaches to value will be considered and utilized as appropriate for this assignment.
Previous Services:	We have not performed any appraisal services regarding the subject property within the past three years.

CNY Pomeroy Appraisers, Inc.

Appraisal Standards:	<ul style="list-style-type: none"> The Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice. The appraisal guidelines required as outlined by the U. S. Office of the Comptroller of the Currency (OCC) mandating the adherence to the Uniform Standards of Professional Appraisal Practice (USPAP) issued by the Appraisal Standards Board of the Appraisal Foundation. 								
Term of Proposal:	5 days								
Property Description:	<p>5 Walnut Avenue is a one-story 5,570-sf building set on 0.36 acres. 111 County Road 45 (Per Public Record) is a one-story 5,872-sf building set on 1.27 acres.</p> <p><i>See "Summary Of Subject Parcels To Be Appraised" table.</i></p>								
Assignment Conditions:	No special conditions								
Appraisal Fee:	<table border="1"> <thead> <tr> <th>Appraisal Report</th> <th>Fee Per Appraisal</th> </tr> </thead> <tbody> <tr> <td>5 Walnut Avenue</td> <td>\$2,800</td> </tr> <tr> <td>111 County Road 45</td> <td>\$2,800</td> </tr> <tr> <td>Total</td> <td>\$5,600</td> </tr> </tbody> </table>	Appraisal Report	Fee Per Appraisal	5 Walnut Avenue	\$2,800	111 County Road 45	\$2,800	Total	\$5,600
Appraisal Report	Fee Per Appraisal								
5 Walnut Avenue	\$2,800								
111 County Road 45	\$2,800								
Total	\$5,600								
Expenses:	Fee for appraisal report includes all associated expenses.								
Appraisal Fee Payment:	<p>Retainer of 50% of Fee equals \$2,800 before commencing work.</p> <p>If an invoice for the retainer amount is required to process a payment, please let us know with your response and we will send an invoice out immediately in order to not delay this assignment.</p> <p>Balance payable immediately prior to Report's delivery (we will notify you and send an invoice for the balance due when the Report will be ready to send out so balance of the fee can be sent).</p> <p>If your organization cannot pay a retainer, please provide a copy of a purchase order for the stated fee amount with your authorization.</p> <p>The fee is due and payable upon receipt of our invoice.</p>								
Review Period:	<p>We understand that you will want to review the completed appraisal. Responses to reviewer questions within 10 days of delivery of the appraisal report will be addressed as part of this original assignment. However, review questions submitted after 10 days from delivery, as well as the introduction of new information that may alter the appraisal analysis and valuation conclusions, will be charged at the hourly rates listed in the attached "Appraisal Assignment Terms and Conditions."</p>								
Consulting & Court Fees:	See attached <i>Appraisal Assignment Terms and Conditions</i> .								

CNY Pomeroy Appraisers, Inc.

Property Documents Needed:	See attached list of <i>Property Documents Requested</i> .
Delivery Time:	45 Days After Requested Documents Have Been Provided.
Number of Report Copies:	Electronic / Adobe PDF copy. <i>Notify us before completion of assignment if additional report copies will be required; Copies ordered after initial delivery of final report will be invoiced at cost of copying.</i>
Appraisal Authorization:	Signature of person responsible for payment of these services and retainer stated previously – see signature section at end of this Fee Proposal and Assignment Agreement. Or Standard contract incorporating these terms and conditions and retainer stated previously.

SUMMARY OF SUBJECT PARCELS TO BE APPRAISED

Property Address	Village/Town	Tax Map Number	Acres	Property Type	Comments
5 Walnut Ave	V/O Bainbridge	265.1-6-10	0.36	Small Building	A 5,570-sf building
111 County Road 45	T/O North Norwich	110.-1-42.2	1.27	Multi-Use Building	A 5,872-sf building

CNY Pomeroy Appraisers, Inc.

PROPERTY DOCUMENTS REQUESTED

The attached list of Property Documents will be needed, if available, and are requested to be provided with the signed authorization (unless already provided). This list of documents is considered to be part of this Fee Proposal and Assignment Agreement.

- A. A copy of the deed(s) and any other records of title transfer, including all easements encumbering the property (e.g., utility and conservation easements, land use restrictions, building use restrictions, etc.)
- B. Copies of all appraisals prepared on the subject property within the past ten years
- C. A copy of the property survey and/or other property maps
- D. A list of major capital expenditures within the recent past (say, 5 years)
- E. Copies of any leases currently in effect including gas and/or subsurface mineral rights leases
- F. Itemized income and expense statements for at least 3 years identifying all sources of income and all real estate-related expenses (fire insurance, utility costs, repairs, taxes, etc.)
- G. Environmental audits or statement certifying the absence and/or presence of any known hazardous substances on the site – itemized by type or material (we understand that environmental audits are not typically available for this property type, however, if one exists we would like to have a copy of it)

APPRAISAL ASSIGNMENT TERMS AND CONDITIONS

The attached *Appraisal Assignment Terms and Conditions* are also considered to be applicable to this *Fee Proposal and Assignment Agreement*.

Thank you for your confidence in our services. If there is anything you would like to discuss further, please call at your convenience.

Very truly yours,

CNY POMEROY APPRAISERS, INC.

Susan D. Baldwin, MAI, AI-GRS
sbaldwin@cnyappraisers.com

SDB/tc

AUTHORIZED BY:

Signature

Date

Print Name

CNY Pomeroy Appraisers, Inc.

APPRAISAL ASSIGNMENT TERMS AND CONDITIONS

1. The Client is identified as the party signing this Fee Proposal & Assignment Agreement and is responsible for payment of the fees stipulated in this Agreement unless a separate party (e.g. property owner) is specifically identified prior to commencement of work. The fee and any related assignment expenses are not contingent upon any predetermined value or on any action resulting from the analyses, conclusions and/or use of the appraisal report. The appraiser or appraisers who will complete this appraisal assignment are collectively referred to as CNY Pomeroy Appraisers, Inc. or “CNY Pomeroy Appraisers” for this Agreement.
2. **Consulting, Review, Preparation and Court Fees:** The above fee does not include post-appraisal consulting services (e.g. reviewing other reports, considering supplemental information or alternative scenarios, post-appraisal discussions or any activities not directly related to the preparation of the appraisal report) or preparation and appearance in court or other situations requiring testimony or representation for the appraisal report. The above fee also does not include additional valuation scenarios or other projections outside of the scope of the appraisal assignment described in this Fee Proposal. The above fee also does not include the time to respond to review questions after 10 days from delivery of the appraisal report. Such time, if required, will be charged at the current rate schedule in effect at the time the services are provided. The following table identifies our current hourly rates for consulting and court testimony services (rates are subject to change if requested one year or later from date of this Fee Proposal and Assignment Agreement):

Appraiser	Trial Preparation and Testimony Rates
Susan D. Baldwin, MAI, AI-GRS	\$300 per hour plus out-of-pocket expenses
Donald A. Fisher, MAI, ARA	\$300 per hour plus out-of-pocket expenses
Staff appraisers (as applicable)	\$100 to \$200 per hour plus out-of-pocket expenses

3. We require a minimum of 45 days’ notice to confirm our availability for any appearances required for expert witness testimony and/or any other associated post-appraisal work, including pre-trial conferences, reviews of opposition appraisals and work product, and all other related professional services for any litigation or litigation-type requirements.
4. If the Client requests additional services beyond the scope and purpose identified in this Agreement, the Client agrees to pay an additional fee for those services based on our current hourly rates in effect at the time of the completed work.
5. Use of this report by anyone not specifically identified or so authorized in this Fee Proposal & Assignment Agreement is not intended by CNY Pomeroy Appraisers. CNY Pomeroy Appraisers is not responsible for distribution of this report beyond authorized users.
6. CNY Pomeroy Appraisers have extensive valuation experience in all types of land and improved properties found throughout Upstate New York, including properties similar to the parcel described herein. Information describing some of the experiences of CNY Pomeroy Appraisers and its principal members, including curriculum vitae of each member, can be viewed on the firm’s website at <http://cnyappraisers.com>.
7. If applicable, an appraisal report prepared in a **summary (abbreviated) format** can be provided initially if negotiations for a reasonable settlement are still a possibility and/or if you do not currently require full details of the property and of the valuation analyses are not required for your needs at this time. While including the same degree of market research and valuation analysis, the property’s description and details of the various valuation methods are summarized and will not include all explanations and supporting documentation. We do retain all such documentation in our files for future needs, if required for future purposes. Alternatively, we can provide an appraisal report prepared in a **self-contained (fully-documented) format** suitable for financing or court testimony instead of the summary appraisal report. The summary appraisal report can be expanded to a self-contained appraisal report, as of the same valuation date of the original appraisal, for an additional fee. However, if the completion of the follow-up self-contained appraisal report requires a second inspection of the property for a new valuation date and/or if additional market research will be required, then the fee will have to be re-negotiated dependent upon how much additional time will be required. The summary appraisal report is **never** adequate for court testimony purposes. A self-contained appraisal report must be prepared prior to any court appearance. CNY Pomeroy Appraisers will not appear for court testimony or deposition without a self-contained appraisal report having been prepared. If a court appearance is likely, we must be notified a minimum of 50 days prior to the appraisal report exchange date or the trial date, whichever is first, to provide adequate time to prepare a self-contained (court acceptable) appraisal report.

CNY Pomeroy Appraisers, Inc.

8. Copies of the "**Assumptions and Limiting Conditions**" and the appraiser's "**Certification**" that will be included in the final appraisal report can be provided for your review upon request. The appraisal report to be prepared for this assignment will be subject to these limiting conditions as well as any other conditions deemed appropriate as our investigation and research progresses. If you have questions or concerns involving any of these items, please inquire for a more detailed explanation.
9. The following statements are some of those that are included in the **Certification** that will be part of the appraisal report.
 - a. The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and are the personal, unbiased professional analyses, opinions, and conclusions of the appraiser.
 - b. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
 - c. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - d. The compensation received by the appraiser for the appraisal is not contingent on the analyses, opinions, or conclusions reached or reported.
 - e. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 - f. The appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice.
 - g. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
 - h. We are not responsible for the electronic sharing, or sharing in any form, of this appraisal report.
 - i. Extraordinary assumptions and hypothetical conditions that are necessary to provide a credible value conclusion for this assignment are identified and explained.
 - j. As of the date of this report the principle signer of the appraisal report has completed the requirements under the education programs of the Appraisal Institute and the State of New York.
 - k. The Client should note that the report prepared for this assignment is an opinion of value by the appraiser; that a Court, State or Federal agency, including the Internal Revenue Service, that reviews this report may disagree with or reject this opinion; and that the appraisers cannot guarantee the outcome of or be financially responsible to the Client for any taxes, penalties or interest imposed that may result from such review.
10. If the Client chooses to cancel this Assignment prior to delivery of the completed appraisal report, the Client will be required to pay the pro-rated share of the fee based upon the percent of the work completed and expenses incurred; a minimum fee of \$500 will be charged for any assignments cancelled after work has begun.
11. CNY Pomeroy Appraisers shall have the right to terminate this Agreement for cause at any time, effective immediately by written notice to the Client, upon the occurrence of fraud or willful misconduct of the Client, its employees or agents.
12. This Fee Proposal and Assignment Agreement specifies the number of hard (paper) copies of the completed appraisal report that is to be provided to the Client. If additional copies of the appraisal report are later requested, such copies will be charged at a cost of \$200 per original color copy and \$100 per black and white copy, plus shipping costs.
13. **Late Fees:** Accounts that are more than thirty (30) days past due are subject to finance charges of 2.0% per month. Any payments made in satisfaction of this debt will be applied first to the amount of interest due and then to the principal. Accounts subject to collection will require the Client to pay all reasonable attorney and/or collection charges in addition to any late charges.

CNY Pomeroy Appraisers, Inc.

14. Statements of fact incorporated in the appraisal report which are used for developing CNY Pomeroy Appraisers' analyses, opinions and conclusions are true and correct to the best of CNY Pomeroy Appraisers' knowledge and understanding. CNY Pomeroy Appraisers is not making expressed or implied warranties or representations of the accuracy or completeness of the material furnished by the Client. All data and documents compiled in the preparation of this appraisal, except for documents and information furnished by the Client that are unavailable from alternative sources, and the report prepared per this Agreement are the property of CNY Pomeroy Appraisers, Inc. CNY Pomeroy Appraisers will not violate the confidential nature of any data and documents provided by the Client. However, by this Agreement Client does permit CNY Pomeroy Appraisers to disclose any or all of the appraisal report to the authorized representatives of the Appraisal Institute, New York State Department of State, or other involved professional organizations if such disclosure is required in order for the appraisers to comply with professional obligations.
15. CNY Pomeroy Appraisers will accept no responsibility for legal matters, legal title, survey, engineering, soil or subsoil conditions, or other technical issues, and the appraisal report should not be considered to consist of a survey of the appraised property.
16. If an **environmental audit** was not provided by the Client for the subject property, and if the owner did not provide any information as to the presence of any contamination by hazardous materials on the subject property, then this appraisal report will value the subject property as if environmentally clean unless specifically stated otherwise as part of this Assignment. It has also been our observations that properties used for commercial, industrial, agricultural, forestry, mining and other purposes may have one or more sites designated for transferring chemicals (fuels, fertilizers, herbicides, pesticides, etc.) or dumping of discarded materials that may be contaminated from spilled chemicals. No study will separately be made of the subject area, nor will there be any detailed research conducted by the appraiser investigating the existence of any such contamination affecting the subject property, unless specifically stated as part of the scope of work for this assignment. The appraisers cannot render any professional opinions on the environmental cleanliness of the subject property or comparable sales (unless otherwise noted from our physical inspections). As a result, the valuation scenario that the property is environmentally clean may be identified as an **extraordinary assumption** under the Uniform Standards of Professional Appraisal Practice (SR 1-2(f)) because such an assumption is required to properly develop a credible opinion, it is supported with market data which serves as a reasonable basis and it results in a credible analysis. If this extraordinary assumption was not to be adopted, then it is possible the subject property could have a lower *market value*, especially if environmental contamination was thought to actually or potentially exist on the subject property. The amount of change in value would be dependent upon the type and extent on any such contamination.
17. CNY Pomeroy Appraisers understands that there are no significant deferred maintenance issues which would require the examination of a separate professional entity or, if such repairs are needed, that such cost estimates will be prepared by other such entities that are not part of this Fee Proposal and Assignment Agreement.
18. The Client shall indemnify and hold CNY Pomeroy Appraisers, Inc. completely harmless against any claims, loss, damages, or expenses of any kind, including costs and attorneys' fees, incurred by Client or any third party resulting from the negligence or intentional acts or omissions of the Client for any reason and for which recovery is pursued against CNY Pomeroy Appraisers, Inc. by such entities. Client shall hold CNY Pomeroy Appraisers harmless from any claims or actions occurring because of Client's failure to provide a complete copy of the appraisal report to any authorized intended user.
19. The Client should note that the report prepared for this assignment is an opinion of value by the appraisers; that a Court, State or Federal agency, including the Internal Revenue Service, that reviews this report may disagree with or reject this opinion; and that the appraiser cannot guarantee the outcome of or be financially responsible to the Client for any taxes, penalties, fines, charges, interest or any other monetary costs imposed that may result from such review.
20. The Federal Identification Number for CNY Pomeroy Appraisers, Inc. is #16-1531357. CNY Pomeroy Appraisers DUNs number is #066801382.

Chenango County IDA – Norwich-Chenango Solar, LLC (Project Code 2018-1)
Project Approved: April 25, 2018
Project Term: 30 Years

The project is to install a 12 megawatt (MW) solar array on approximately 75 acres of leased vacant farmland in the Town of Norwich. The estimated total project cost in the application is \$21,948,534. The project will provide residents with a clean, cost-effective source of electricity, and energy savings will be provided through bill credits for participating residents on their utility bills. The application indicates the project is requesting \$460,149 in sales tax exemptions, \$164,614 in mortgage recording tax exemptions, and an unknown amount of real property tax exemptions. It states no jobs will be created other than 80 construction jobs to complete the project.

The cost-benefit analysis (CBA) for the project shows \$920,297 in sales tax exemptions and \$164,614 in mortgage recording tax exemptions. The CBA also indicates the total property tax liability for the project is \$2,528,162 and the project is expected to make payments in lieu of taxes (PILOTS) totaling \$2,190,600 over a 30-year period. The CBA shows the total savings for the project as \$337,562.

The IDA board resolution approves the project to receive sales tax exemptions, mortgage recording tax exemptions and abatements of real property taxes (real property tax exemptions). However, amounts for these tax exemptions were not indicated in the resolution. The Inducement Resolution approved prior to the board's final resolution, indicated the financial assistance included \$460,149 in sales tax exemptions (not to exceed \$465,000), \$164,614 in mortgage recording tax exemption (not to exceed \$165,000), and real property tax abatements with no amount indicated. The inducement resolution also indicated the project would deviate from the IDA's Uniform Tax Exemption Policy (UTEP).

The Project Agreement provides the project with no more than \$460,149 in sales tax exemptions, \$165,000 in mortgage recording tax exemptions and real property tax exemptions. However, the amount of real property tax exemptions is not included in the agreement. The agreement does include a PILOT schedule with \$2,190,678 in total PILOT payments over a 30-year term.

Transparency

The IDA website was reviewed on September 8, 2021 and the PILOT agreement for the project was posted. However, the project application, cost-benefit analysis, approving resolution, and project agreement were not posted on the IDA's website.