

***Chenango County Industrial Development Agency***

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

Date: September 13, 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 July CCIDA Board meeting will begin at 8:00 a.m. on **Tuesday September 27, 2022**, at the Commerce Chenango Office, 15 South Broad Street, Norwich NY.

The meeting is open to the public and will be streamed live on the Chenango County IDA YouTube Channel. The link can be found on the Chenango County IDA website:  
<https://tinyurl.com/ChenCtyIDA>

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 [bknowles@chenangony.org](mailto:bknowles@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  
 September 27, 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 24, 2022)
- III. Approval of Minutes
  - a. August 23, 2022, Meeting Minutes
- IV. Financial Report
  - a. August 31, 2022, Financial Statements
- V. Bills & Invoices

Commerce Chenango, Inc: <i>Copies, postage &amp; Contracted Services, Travel</i>	\$10,837.00
NYSEG: <i>Utility Deposit for 5 Walnut Ave, Bainbridge</i>	\$405.00
Lt. Warren E. Eaton Airport: <i>Underbilled Rent 2021, Incubator Property Rent 2022</i>	\$874.00
Philadelphia Insurance Companies: <i>Non-Profit Umbrella, Package 2022-2023</i>	\$10,806.85
Preferred Mutual: <i>Businessowners 2022-2023 5 Walnut Ave, Bainbridge</i>	\$3,365.52
Purchase of 5 Walnut Ave, Bainbridge	\$153,602.35
Laughlin Lawn & Landscape: <i>Property Maintenance</i>	\$650.00
NYSEG: <i>Airport Utilities</i>	\$2,899.79
<b>Total:</b>	<b>\$183,440.51</b>

- VI. PILOTs
  - a. Update County 14, Smyrna Solar Farm
  - b. Puckett Solar – Project Status
  - c. Delinquent Annual payment update

- VII. Old Business
  - a. IDA Property Update:
    - i. Railroad update
    - ii. Earl B. Clark Sale
    - iii. 5 Walnut Ave – Approval of Lease Agreement
    - iv. 5-7 Scott St., Bainbridge – Approval to move forward with sale
    - v. Airport Incubator Bldg. Sale – Shared Well Agreement
  - b. IDA Budget – Update by Bookkeeper
- VIII. New Business
  - a. Review of CCIDA Annual Report Questionnaire
  - b. Review of UTEP policy
  - c. RESOLUTION: Signature Authority
- IX. Executive Session: As needed
- X. Adjournment

DRAFT



**Chenango County IDA  
Board Meeting Minutes  
August 23, 2022 | 8:00 a.m.**

Present: B. Burton; R. Gibbon; P. Raymond; T. Zieno; M. Ryan; M. Khoury

Staff: B. Knowles

Absent: Martha Ryan

Guest: George Senneck; Shane Butler

B. Burton called the meeting to order at 8:00 a.m.

1. Roll call.
2. Motion to go into Executive Session to discuss personnel and contract matters made by M. Khoury, seconded by R. Gibbon at 8:01 Ayes all. Approved.  
Motion to leave Executive Session made by J. Blanchard seconded by P. Raymond at 8:38. Ayes all. Approved.
3. B. Burton read the IDA Mission Statement.
4. Upon review, motion to approve the July 23, 2022, meeting minutes made by P. Raymond seconded by M. Khoury. Ayes all. Approved.
5. B. Burton reviewed the July 31st Financial Statement.
  - a. Motion to approve the June 30th, Financial Statement as presented made by R. Gibbon, seconded by P. Raymond. Ayes all. Approved.
6. Bills & Invoices were reviewed in detail:
  - a. Motion to approve the Bills & Invoices made by J. Burton, seconded by P. Raymond. Ayes all. Approved.
7. Executive Director Report:
  - a. ACCE – B. Knowles had no information.
  - b. NYATEP – J. Ostrander stated that this was a conference that she and K. Green were signed up to attend in the beginning of October. B. Knowles will be taking K. Green's place
  - c. Leadership Chenango: Next Gen. J. Ostrander stated that this is another project that is being worked on.
  - d. 2023 Budget – Staff will begin working on next year's budget.
8. B. Knowles gave an update on the PILOTs
  - a. Norbut Solar- No updates
  - b. High Bridge Wind – No. Updates.
  - c. County Rd. 14, Smyrna Solar Farm – After last month's meeting B. Knowles sent out the letter of intent to become Lead Agency for this project. Next step is to do the SEQRA and then a public hearing will set up.
  - d. Potential New Pilot: S. Butler stated that there is a possible solar farm coming to Bainbridge.

Old Business

9. IDA Property Update: B. Knowles

- a. Cascun Farms: The lease has been terminated and recorded.
- b. Railroad: Attorney is working on preparing the draft letter and looking for any other information that can be used to avoid the EDA obligations.
- c. Earl B. Clark: The appraisal has been done. We have not heard anything back.
- d. 5 Walnut Ave, Bainbridge: B. Burton reported that the closing is set for August 25<sup>th</sup>. Necessary papers have been signed.
- e. 5-7 Scott St, Bainbridge Sale: No updates.

10. New Business: None

11. Motion to adjourn made by R. Gibbon seconded by P. Raymond . Ayes all. Approved.  
Meeting adjourned at 9:02 a.m.

Respectfully Submitted,

*Barbara Knowles*

Barbara Knowles  
IDA Board Recorder

County of Chenango IDA  
**Statement of Financial Position**  
August 31, 2022

	Note	August 31, 2022	December 31, 2021
<b>ASSETS</b>			
<b>Current Assets</b>			
Checking #6274	\$	66,193.81	\$ 58,956.48
Money Market #2574		535,120.61	688,267.58
RR Project Checking #6598		-	-
Accounts Receivable	(1)	37,629.67	3,375.63
Financing Lease	(2)	25,210.45	25,210.45
Prepaid Expense	(3)	4,622.36	4,622.36
Total Current Assets		668,776.90	780,432.50
<b>Property and Equipment</b>			
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)	(621,560.13)	(621,560.13)
Total Property and Equipment		601,188.30	601,188.30
<b>Total Assets</b>		<b>\$ 1,269,965.20</b>	<b>\$ 1,381,620.80</b>
<b>LIABILITIES AND FUND BALANCE</b>			
<b>Current Liabilities</b>			
Accounts Payable	(5)	\$ 6,652.84	\$ 2,942.98
Prepaid Rental Income	(6)	\$ 8,300.00	\$ 8,300.00
Total Current Liabilities		14,952.84	11,242.98
<b>Long-Term Liabilities</b>			
Total Liabilities		14,952.84	11,242.98
<b>Fund Balance</b>			
Fund Balance		1,370,377.82	1,361,907.34
Net Activity		(115,365.46)	8,470.48
Total Fund Balance		1,255,012.36	1,370,377.82
<b>Total Liabilities &amp; Fund Balance</b>		<b>\$ 1,269,965.20</b>	<b>\$ 1,381,620.80</b>

**Note**

- (1) See Aged Receivable Listing
- (2) Cascun Financing Lease from Property for Sale/Lease-ended 02.2022
- (3) Prepaid Insurance as of 12/31/21
- (4) Recorded Annual Depreciation thru 12/31/21
- (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 August 31, 2022**

<b>Customer</b>		<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>Over 90 days</b>	<b>Amount Due</b>
Norwich Chenango Solar, LLC	Annual PILOT Fee for 2022				1,125.21	1,125.21
Pro-Tel Properties LLC	Utility Reimb/Rent	9,845.16	1,901.30			11,746.46
Puckett Solar	2022 PILOT Fee [payment 2]				24,758.00	24,758.00
						-
		<b>9,845.16</b>	<b>1,901.30</b>	<b>-</b>	<b>25,883.21</b>	<b>37,629.67</b>

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

<b>Vendor</b>		<b>0 - 30</b>	<b>31 - 60</b>	<b>61 - 90</b>	<b>Over 90 days</b>	<b>Amount Due</b>
NYSEG-Binghamton	Security Deposit-5 Walnut Ave Bainbridge	405.00				405.00
NYSEG	Airport Utilities	2,882.32				2,882.32
Preferred Mutual	Insurance-5 Walnut Ave Bainbridge	3,365.52				3,365.52
						-
		<b>6,652.84</b>	-	-	-	<b>6,652.84</b>



County of Chenango IDA  
**Statement of Activities**  
As of August 31, 2022

	Note	August 2022 Actual	August 2022 Budget	Year to Date Actual	Year to Date Budget	Better (Worse) Budget	2022 Budget
<b>Revenues</b>							
Airport Building Rent	(1)	\$ 7,446.00	\$ 7,446.00	\$ 58,546.00	\$ 58,546.00	\$ -	\$ 88,330.00
Clark Park Rent		450.00	450.00	3,600.00	3,600.00	-	5,400.00
On The Rail Processing Rent	(2)		406.52	813.04	3,252.16	(2,439.12)	4,878.24
New Project Fees			-	-	-	-	-
BID Tax Reimbursement			-	250.00	250.00	-	250.00
PILOT/Project Fees							
NYS&W Project Fee			-	1,500.00	1,500.00	-	1,500.00
Norwich Pharm Project Fees			-	14,000.00	14,000.00	-	14,000.00
Norwich-Chenango Solar Project			-	1,125.21	1,125.21	-	1,125.21
Puckett Solar Project			-	24,758.00	24,758.00	-	24,758.00
Tiffany Solar Project			-	1,500.00	1,500.00	-	1,500.00
Norbut Solar Coventry Project			-	-	1,500.00	(1,500.00)	1,500.00
High Bridge Wind - Guilford Solar			-	106,606.94	150,000.00	(43,393.06)	150,000.00
Other Income	(3)		417.00	2,184.29	3,336.00	(1,151.71)	5,000.00
Interest Income		55.54	83.00	455.38	664.00	(208.62)	1,000.00
<b>Other Revenues</b>							
Total Revenues		7,951.54	8,802.52	215,338.86	264,031.37	(48,692.51)	299,241.45
<b>Expenditures</b>							
Contracted Services		10,789.33	10,789.33	86,314.64	86,314.64	-	129,471.96
Project Fees to DCC			4,049.65	32,091.24	32,397.20	305.96	48,595.80
Project Fees to Commerce			809.93	6,418.25	6,479.44	61.19	9,719.16
RR Project Eco Dev Srvc Fees			208.00	50.00	1,664.00	1,614.00	2,500.00
Advertising & Marketing		369.58	625.00	1,612.84	5,000.00	3,387.16	7,500.00
Office Supplies/Postage		47.67	58.00	479.85	464.00	(15.85)	700.00
Software & Equipment			-	1,784.52	-	(1,784.52)	-
Travel/Training		3,543.78	-	6,291.82	-	(6,291.82)	-
Auditing Expense			-	6,800.00	6,800.00	-	6,800.00
Insurance Expense	(2)		5,500.00	5,014.60	7,900.00	2,885.40	7,900.00
Legal Expense			167.00	237.50	1,336.00	1,098.50	2,000.00
N. Norwich Road Tax			-	2,000.00	2,000.00	-	2,000.00
BID Tax			-	250.00	250.00	-	250.00
Airport Lease			-	-	-	-	-

County of Chenango IDA  
**Statement of Activities**  
As of August 31, 2022

	Note	August 2022 Actual	August 2022 Budget	Year to Date Actual	Year to Date Budget	Better (Worse) Budget	2022 Budget
Airport Repairs			-	-	-	-	-
Airport Maintenance	(4)	650.00	-	8,335.00	-	(8,335.00)	-
Airport Utilities	(4)	2,882.32	-	(286.11)	-	286.11	-
5 Walnut St Bainbridge - Purchase	(5)	153,602.35	-	153,602.35	-	(153,602.35)	-
5 Walnut St Bainbridge - Utilities/Insurance	(5)	3,770.52	-	3,770.52	-	(3,770.52)	-
On The Rail Repairs & Maintenance	(2)		-	477.77	-	(477.77)	-
Special Projects Fees Misc Exp	(6)	2,400.00	-	15,419.53	-	(15,419.53)	-
Bank Fees			8.00	40.00	64.00	24.00	100.00
Misc Expense			1,667.00	-	13,336.00	13,336.00	20,000.00
Depreciation Expense			-	-	-	-	26,683.76
<b>Total Expenditures</b>		<b>178,055.55</b>	<b>23,881.91</b>	<b>330,704.32</b>	<b>164,005.28</b>	<b>(166,699.04)</b>	<b>264,220.68</b>
<b>Net revenues over expenditures</b>		<b>(170,104.01)</b>	<b>(15,079.39)</b>	<b>(115,365.46)</b>	<b>100,026.09</b>	<b>(215,391.55)</b>	<b>35,020.77</b>
<b>Other Sources (Uses)</b>							
<b>Net Activity</b>		<b>\$ (170,104.01)</b>	<b>\$ (15,079.39)</b>	<b>\$ (115,365.46)</b>	<b>\$ 100,026.09</b>	<b>\$ (215,391.55)</b>	<b>\$ 35,020.77</b>

**Note**

- (1) Tenant -- Pro-Tel Properties LLC
- (2) Cascun left building-added insurance and maintenance to secure building
- (3) 2019 Halloween Flooding Admin portion
- (4) Maintenance/Utilities will be reimbursed from Tenant
- (5) Purchase: 5 Walnut Street Bainbridge & Utilities Security Deposit/Insurance
- (6) Appraisals/Inspections:
  - 115 County Rd 45, North Norwich
  - 5 Walnut Ave, Bainbridge
  - 5-7 Scott Street, Bainbridge
  - Norwich Meadow Farms Property, North Norwich

[INSERT NAME]  
President & CEO

September \_\_ 2022

Mr. Nathan R. Fenno, President  
The New York, Susquehanna and Western Railway Corporation  
1 Railroad Avenue  
Cooperstown, NY 13326

Re: Lease and Operating Agreement

Dear Mr. Fenno,

As you are aware, The New York, Susquehanna and Western Railway Corporation (“NYS&W”) entered into a Lease and Operating Agreement (“Lease”) with Chenango County Industrial Development Agency (“CCIDA”) in August, 2013. Pursuant to the Lease, NYS&W was to provide railroad services in Chenango County on its approximately 46 miles of railway line (“the Facilities”). The lease term is for a period of ten years, which commenced upon completion of repairs (“the Project”) funded largely by grants from the federal Economic Development Agency (“EDA”) and the New York State Department of Transportation (“NYSDOT”). These grants were in the amount of \$4,718,017 and \$772,422, respectively.

Following some unavoidable delays, the Project was completed and closed out in 2018, triggering NYS&W’s obligation to provide railroad services. The Lease obligates NYS&W to operate the Facilities in a reasonably commercial manner, as well as to inspect and maintain the Facilities, and to insure the same against flooding. Also by the terms of the lease, NYS&W agrees to indemnify CCIDA against liability from the failure to provide railroad services.

On August 27, 2021, you met with our former Executive Director, Kerri Greene, and legal counsel, Nathan VanWhy, to discuss, among other things, concerns the CCIDA has with NYS&W’s actual utilization of the railway. Since that time, it appears NYS&W has not acted to increase its provision of railroad services.

If NYS&W fails in its obligations to provide railroad services, then it could become liable for reimbursement of grant funds due to non-use during the Project’s useful life. As you should already know, pursuant to the EDA’s Standard Terms and Conditions for Construction Projects or NYSDOT’s Multi-Modal Capital Project Agreement, either agency could seek reimbursement of Project funds if the Facilities are not operated according to their intended use.

Accordingly, this letter is to formalize our request that NYS&W provide a full and clear explanation as to how NYS&W is in fact providing railroad services in compliance with the EDA and NYSDOT requirements. If it does not, all legal remedies will be considered.

Sincerely,

[INSERT NAME]

## SHARED WELL AGREEMENT

This **SHARED WELL AGREEMENT** (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 2022 by and between the Chenango County Industrial Development Agency, a New York Not-for-Profit Corporation, with offices at 15 S. Broad St., Norwich, NY 13815 (the “IDA”), and Surveillance 247, LLC, a New York Limited Liability Company with offices at 111 County Rd. 45, Norwich, NY 13815 (“247”).

**WHEREAS**, the IDA leases property from the County of Chenango located at 115 County Rd. 45, Town of North Norwich, and 247 leases property from the County of Chenango located at 111 County Rd. 45, Town of North Norwich, each pursuant to a long-term lease; and

**WHEREAS**, such leases provide the IDA and 247 rights to construct improvements to their respective properties; and

**WHEREAS**, there presently exists a well on the IDA’s premises that provides water to the 247 premises; and

**WHEREAS**, the parties desire to enter into an agreement outlining their respective rights and obligations for continued maintenance, repair and operation of such well;

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and obligations provided for herein, agree as follows:

1. The parties confirm that the location of the well and its related lines and infrastructure, as currently installed and where providing joint service to the parties, shall be designated as a joint license area to be mutually used and shared by the parties, their heirs, successors and/or assigns, and shall be made available to each of them for their mutual use as lessees of their respective parcels.

2. It is acknowledged by the Parties that although the majority of the components of the well infrastructure are located at 115 County Rd. 45, Town of North Norwich, the Parties shall be mutually and fully be responsible for the cost of any repairs to and for all future and necessary maintenance of the well infrastructure that is providing them each service. The Parties, their heirs, successors, and assigns shall be individually responsible for the maintenance, repair or replacement of the laterals connecting their respectively leased properties to the connection to the well house and other shared infrastructure.

3. It is agreed by the Parties that if/when the lessee of 111 County Rd. 45, Town of North Norwich shall dig a well to solely service their property, that this agreement, and all requirements hereunder, shall terminate and that the license referenced to in paragraph four below shall likewise terminate. At the time of completion of said well construction, the lessee of 111 County Rd. 45, Town of North Norwich shall file, within ten business days, a document with the Chenango County Clerk’s office stating that this agreement has been terminated due to the construction of a well solely servicing their property. A copy of said filed document shall be provided to the owner of 115 County Rd. 45, Town of North Norwich.

4. For the purposes of maintenance, repair or replacement of the laterals connecting the properties to the shared well infrastructure, the IDA hereby grants to the owner of 111 County Rd. 45, Town of North Norwich, a license to be thirty (30) feet wide (the center-line of which shall be the location of the existing laterals) to allow for the access of any individuals, vehicles, and other equipment necessary for the repair, replacement and general maintenance of the laterals connecting to the shared well infrastructure.

5. That general maintenance shall mean such repair and cleaning of the pipes and removal of plants, trees and debris as is necessary to maintain the continual flow of water through the shared well infrastructure. Upon completion of any work done to the laterals or shared well infrastructure, the property shall be returned to its "pre work" condition unless otherwise agreed upon between the Parties.

6. To provide unrestricted access for maintenance and to ensure the integrity of the well, pipes and other equipment, no party shall plant large (more than six feet tall) root bearing trees, shrubs, or other plants within the area of the shared well infrastructure or the existing laterals, and no party shall place any part of a structure, permanent fencing or any other permanent fixtures or equipment within the shared well infrastructure or existing laterals' area.

7. The Parties shall meet at least annually, or as is necessary, to determine what general maintenance needs to be performed or what may be anticipated for maintenance based upon what has been needed in the past. At such time, the respective Parties, their successors and/assigns, shall arrange for, carry out and pay for the necessary maintenance.

8. In the event a dispute arises concerning the maintenance of the shared well infrastructure or the license, the Parties, or their successors/and or assigns, shall submit the dispute to a qualified, and agreed upon, dispute resolution center/attorney.

9. The Parties and their heirs, successors and/or assigns shall not block or in any way impede flow along and through the shared well infrastructure, and shall not create any condition that would cause any obstructions within the shared well infrastructure and shall cooperate fully with all respective Parties in order to allow unrestricted access to all of the parties hereto.

10. If either the shared well infrastructure should fail or the Chenango County Health Department determines that the infrastructure is irreparable, no longer efficient for the properties needs or no longer complies with Health Department requirements then the Parties shall undertake to remove the shared well infrastructure and install individual wells on their own respective properties.

11. In the event that either of the Parties shall breach the obligations contained herein, an action at law or in equity may be brought against said the breaching party by the other party hereto, and said breaching party, if found liable, shall pay all of the costs of said action, including reasonable attorney's fees, court costs and disbursements.

12. This Agreement cannot be changed orally. This Agreement shall bind and inure to the benefit of the respective signing parties herein and their successors or assigns in title to the property.

13. Neither of the Parties will contract for or purchase services or materials in connection with repair, replacement or general maintenance of the shared well infrastructure without first obtaining the consent of the other Party, and further agree to not unreasonably refuse to consent to any repairs or maintenance proposed by the other Party that may be necessary or appropriate in order to maintain the shared well infrastructure. Notwithstanding the foregoing, in the event of an emergency, the IDA may take action without first obtaining such consent.

14. Each party further agrees to indemnify and hold the other harmless from all claims of every kind arising from the use of the shared well infrastructure.

15. This Agreement can be signed in counterparts and, as such, will constitute one agreement between the parties.

SIGNATURE PAGE FOLLOWS

**COUNTY OF CHENANGO INDUSTRIAL  
DEVELOPMENT AGENCY, INC.**

By: \_\_\_\_\_

**SURVEILLANCE 247, LLC**

By: \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF CHENANGO ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_

Notary Public

STATE OF NEW YORK  
COUNTY OF CHENANGO ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_

Notary Public

County of Chenango IDA  
Income Statement  
Compared with Budget  
Draft 2023 Budget

	2019 Actual	2020 Actual	2021 Actual	2022 YTD Actual (8/31/22)	Remainder of 2022 estimate	2022 Total	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2023 Notes	Notes
<b>Revenues</b>												
Property Rents Received												
4301-20 Airport Building Rent			33,040.00	58,546.00	29,784.00	88,330.00	35,000.00	-	88,330.00	52,122.00	Pending Sale-Amount is Rent to July 2023	Empty since May 2018 Pending Sale or Rental for 2021
4303-20 Clark Park Rent	5,400.00	5,400.00	5,400.00	3,600.00	1,800.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	monthly rent is \$450.00	monthly rent is \$450.00 monthly rent is \$406.52 - then reversed at end of year to reduce Financing Lease on Balance Sheet
4304-20 On The Rail Processing Rent				813.04	-	813.04	4,872.00	4,878.24	4,878.24	-	termination of lease 2022	
4332-20 BID Tax Reimbursement	250.00	250.00	250.00	250.00		250.00	250.00	250.00	250.00	250.00		
PILOT/Project Fees												
4402-10 Chobani Project Fee (Phase 2)	12,491.00	12,491.00				-	12,491.00	-	-	-	last payment 2020	last payment 2020
4405-10 NYS&W Project Fee	1,500.00	1,500.00	1,500.00	1,500.00		1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	Through 2025	Through 2025
4408-10 Norwich Pharm Project Fees	14,000.00	14,000.00	14,000.00	14,000.00		14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	2023 = pmt 7 of 10	2022 = pmt 6 of 10
4409-10 Norwich-Chenango Solar Project				3,375.63	1,125.21	1,125.21	1,125.21	1,500.00	1,125.21	1,125.21	Annual Fee - through 2049	Annual Fee - through 2049
4410-10 Puckett Solar Project Fees				31,000.00	24,758.00	24,758.00			24,758.00	24,758.00	2023 = pmt 2 of 10	2022 = pmt 1 of 10
4411-10 Tiffany Solar Project Fees				99,638.61	1,500.00	1,500.00			1,500.00	1,500.00	Annual Fee - through 2052	Annual Fee - through 2052
NEW Norbut Solar - Coventry									1,500.00		Annual Fee through XX - Closing costs (67K) in 2021	Annual Fee through XX - Closing costs (67K) in 2021
NEW High Bridge Wind (Guilford)				106,606.94		106,606.94			150,000.00	105,856.94	\$100K years 2 - 20/ \$1500 years 21-30	2020 - 150K, 2021 - 100K, years 2 - 20 will be equal installments of approximately 81,000/annually
4400-40 Special Projects						-						
4660-00 Other Income				2,184.29		2,184.29		5,000.00	5,000.00			Reimbursement from FEMA for Application/time - unknown if this will close in 2021 or 2022
4665-00 ERP Revenue						-						
4669-00 Interest Income	1,249.74	1,222.55	997.34	455.38	227.69	683.07	700.00	1,200.00	1,000.00	660.00		
4995-00 Transfer from RR Capital Proj						-						
<b>Total Revenues</b>	<b>36,476.24</b>	<b>34,863.55</b>	<b>189,201.58</b>	<b>215,338.86</b>	<b>31,811.69</b>	<b>247,150.55</b>	<b>77,338.21</b>	<b>163,728.24</b>	<b>299,241.45</b>	<b>207,172.15</b>		
<b>Expenditures</b>												
6080-00 Economic Development	75,000.00	75,000.00	77,250.00	86,314.64	43,157.32	129,471.96	75,000.00	77,250.00	129,472.01	129,472.01	Revised Agreement (Salary and Operating Exp)	Revised Agreement (Salary and Operating Exp)
6080-40 Project Fees to DCC			32,659.65	32,091.24		32,091.24		18,750.00	48,595.80		25% to DCC	194,383.21 - 25% closing costs, admin, etc (from PILOT fees above)
NEW Project Fees to Commerce				6,418.25		6,418.25			9,719.16		5% to CC	194383.21 - 5% to CC
6080-50 RR Project Eco Dev Svc Fees			2,375.00	50.00		50.00		2,500.00	2,500.00		50% of RR Admin fee to DCC	50% of RR Admin fee to DCC
6150-00 Advertising & Marketing	550.00	2,853.30	5,924.75	1,612.84	1,000.00	2,612.84	700.00	5,000.00	7,500.00	5,000.00	Economic Development PR, Golden Shovel, Marketing	Economic Development PR, Golden Shovel, Marketing
6160-00 Office Supplies/Postage	572.04	572.04	967.11	479.85	250.00	729.85	572.00	580.00	700.00	572.00	owed to Commerce (outside agreement)	owed to Commerce (outside agreement)
6170-00 Software & Equipment	4,018.02	2,839.72	2,958.00	1,784.52		1,784.52	600.00	2,600.00	-		IT part of Contract w/Commerce	IT part of Contract w/Commerce
6200-00 Travel/Training	484.92	256.55	1,960.70	6,291.82		6,291.82	500.00	-	-			
6750-00 Auditing Expense	6,400.00	6,400.00	6,800.00	6,800.00		6,800.00	6,600.00	6,500.00	6,800.00	6,800.00	New Bid req for 2020-2022	New Bid req for 2020-2022
6770-00 Professional Services	29.33					-						
6800-00 Insurance Expense	7,480.66	7,591.23	7,616.21	5,014.60	10,806.85	15,821.45	7,700.00	7,600.00	7,900.00	10,000.00		
6880-00 Interest Expense						-						
6890-00 Legal Expense	2,973.45	750.00	2,965.55	237.50	100.00	337.50	2,000.00	750.00	2,000.00	2,000.00	Legal notices, legal fees (non-project related)	Legal notices, legal fees (non-project related)
6900-00 NYS Assessment						-						
7110-20 N. Norwich Road Tax	2,000.00	2,000.00	2,000.00	2,000.00		2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	PILOT Agreement/E.B. Clark Business Park	PILOT Agreement/E.B. Clark Business Park
7220-20 BID Tax	250.00	250.00	250.00	250.00		250.00	250.00	250.00	250.00	250.00	NYSW [Railroad] \$250	NYSW [Railroad] \$250
7250-20 Airport Lease	1,212.18	722.86	740.00		874.00	874.00	1,250.00	750.00	-	-	760 - paid by Pro-Tel	760 - paid by Pro-Tel
7300-20 Airport Repairs						-	200.00	1,000.00	-	-	1000 - Paid by Pro-Tel	1000 - Paid by Pro-Tel
7301-20 Airport Maintenance	4,852.43	6,448.20	1,700.00	8,335.00	(4,550.00)	3,785.00	5,000.00	4,800.00	-	-	2000 - Paid by Pro-Tel	2000 - Paid by Pro-Tel
7302-20 Airport Utilities	9,853.70	7,504.79	7,512.13	(286.11)	-	(286.11)	-	7,500.00	-	-	7500 - Paid by Pro-Tel	7500 - Paid by Pro-Tel
7320-20 Clark Park Repairs & Maint						-						
7330-20 Clark Park Insurance						-						
7340-20 On The Rail Repairs & Maint				477.77		477.77						
7400-20 5 Walnut Ave Utilities/Insurance				3,770.52	200.00	3,970.52						
7401-20 5 Walnut Ave Purchase				153,602.35		153,602.35						
7500-20 Clark Park Development						-						
7520-00 Bainbridge Park Development						-						
7830-40 Consulting/Engineering						-						
7835-40 Prof Fees-appraisals				10,400.00		10,400.00						
7840-40 Special Projects Fees Misc Expense	99.79		338.24	5,019.53		5,019.53	500.00	-	-	-		
7870-00 Bank Fees			30.00	40.00		40.00	15.00	-	100.00	100.00	only if there are income wire transfers	only if there are income wire transfers
7880-00 Misc Expense / Contingency						-	100.00	25,898.24	20,000.00		Exec Director Contingency, unbudgeted expenses	Exec Director Contingency, unbudgeted expenses
7900-50 Transfer to Operating						-						
7950-00 Transfer to RR Capital Project						-						
7999-00 Building Impairment						-						
8500-00 Depreciation Expense	26,683.76	26,683.76	26,683.76			26,683.76			26,683.76	26,683.76	this depends on if the building sells	this depends on if the building sells
<b>Total Expenses</b>	<b>144,960.28</b>	<b>139,872.45</b>	<b>180,731.10</b>	<b>330,704.32</b>	<b>78,521.93</b>	<b>409,226.25</b>	<b>102,987.00</b>	<b>163,728.24</b>	<b>264,220.73</b>	<b>182,877.77</b>		



County of Chenango IDA  
Income Statement  
Compared with Budget  
Draft 2023 Budget

	2019 Actual	2020 Actual	2021 Actual	2022 YTD Actual (8/31/22)	Remainder of 2022 estimate	2022 Total	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2023 Notes	Notes
<b>Other Sources</b>												
RR Restoration Project Income												
4551-50 Local Contribution- NYSW	2,013.55					-	-	-	-	-		
4552-50 Local Contribution- Govt/Other	2,848.64	7,932.56				-	-	-	-	-		
4553-50 NYS DOT Grant	(5,577.82)					-	-	-	-	-		
4554-50 EDA Grant Reimbursement	1,289.28					-	-	-	-	-		
RR Restoration Project Exp						-	-	-	-	-		
7881-50 RR Project- Admin/Legal	(77.16)					-	-	-	-	-		
7884-50 RR Project- Construction						-	-	-	-	-		
<b>Total Other Sources</b>	<b>496.49</b>	<b>7,932.56</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Net Activity</b>	<b>(107,987.55)</b>	<b>(97,076.34)</b>	<b>8,470.48</b>	<b>(115,365.46)</b>	<b>(46,710.24)</b>	<b>(162,075.70)</b>	<b>(25,648.79)</b>	<b>-</b>	<b>35,020.72</b>	<b>24,294.38</b>		

County of Chenango IDA  
2018 DRAFT Budget

	2017 YTD Actual				2017 Projected	2018 Budget Notes	ABO Budget Category	2018 YTD Actual (9/30/18)					2019 Budget	2019 YTD Actual (9/30/19)			2020 Budget	2021	2022	2023
	2016 Actual	2017 Budget	(8/30/17)					2018 YTD Actual (9/30/18)	2018 Projected	2019 Budget	2019 YTD Actual (9/30/19)	2020 Budget		2021	2022	2023				
<b>Revenues</b>																				
4300-30-00																				
4300-30-00																				
4305-20-00																				
4305-20-01	175,789	\$ 79,894	\$ 101,720	\$ 150,556	\$ 52,232		Rent/Financing Income	\$ 48,918.68	\$ 51,482.00	\$ 81,022.00	\$ 8,902.11	\$ 45,272.00	\$ 46,177.44	\$ 47,100.99	\$ 48,043.01					
4305-20-02	169,133	\$ 72,944	\$ 95,274	\$ 138,834	\$ 42,220	Budget thru Feb only		\$ 41,210.00	\$ 41,210.00	\$ 70,000.00	\$ -	\$ 35,000.00								
4305-20-02	756	\$ 750	\$ -	\$ 750	\$ 750	Annual Rent + \$300 H2O		\$ 0	\$ 0.00	\$ 750.00	\$ 786.91	\$ 0								
4305-20-03	5,900	\$ 5,900	\$ 3,600	\$ 5,400	\$ 5,400			\$ 4,050.00	\$ 5,400.00	\$ 5,400.00	\$ 4,050.00	\$ 5,400.00								
4305-20-04	-	\$ -	\$ 2,846	\$ 4,472	\$ 4,872			\$ 3,658.68	\$ 4,872.00	\$ 4,872.00	\$ 4,065.20	\$ 4,872.00								
4330-40-00	1,500	\$ 2,000	\$ 2,650	\$ 2,650	\$ 2,000		Charges for Services	\$ 7,372.83	\$ 7,372.83	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,040.00	\$ 2,080.80	\$ 2,122.42					
4330-40-01	-	\$ -	\$ -	\$ -	\$ -	Deactivate Account?		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00				
4400-10-00	33,433	\$ 50,354	\$ 51,605	\$ 51,605	\$ 52,354		Other Non operating Revenue	\$ 29,854.00	\$ 29,854.00	\$ 39,854.00	\$ 27,991.00	\$ 29,116.21	\$ 29,698.53	\$ 30,292.50	\$ 30,898.35					
4400-10-01	927	\$ -	\$ -	\$ -	\$ -		Other Operating Revenue	\$ 12,491.00	\$ 12,491.00	\$ 12,491.00	\$ 12,491.00	\$ 12,491.00								
4400-10-02	12,491	\$ 12,491	\$ 12,491	\$ 12,491	\$ 12,491	2018 = pmt 8 of 10		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00								
4400-10-03	-	\$ -	\$ -	\$ -	\$ -	2018 = pmt 10 of 10		\$ 1,863.00	\$ 1,863.00	\$ 1,863.00	\$ -	\$ -								
4400-10-05	1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	2018 = pmt 8 of 10		\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00								
4400-10-06	3,052	\$ -	\$ -	\$ -	\$ -	2018 = pmt 2 of 10		\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 1,125.21							
4400-10-07	1,863	\$ 1,863	\$ 1,863	\$ 1,863	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -								
4400-10-08	13,600	\$ 12,000	\$ 35,751	\$ 35,751	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -								
4400-40-00	-	\$ 22,500	\$ -	\$ -	\$ -	Airport CFA		\$ -	\$ -	\$ 10,000.00	\$ -	\$ -								
4554-55-00	-	\$ -	\$ -	\$ -	\$ -	Deactivate Account?		\$ -	\$ -	\$ -	\$ -	\$ -								
4660-00-00	-	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -								
4665-00-00	-	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -								
4669-00-00	66	\$ 200	\$ 30	\$ 47	\$ 100		Investment earnings	\$ 80.90	\$ 80.90	\$ 100.00	\$ 794.04	\$ 700.00	\$ 714.00	\$ 728.28	\$ 742.85					
4995-00-00	-	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -								
<b>Total Revenues</b>	<b>211,068</b>	<b>\$ 132,428</b>	<b>\$ 156,004</b>	<b>\$ 205,157</b>	<b>\$ 106,936</b>			<b>\$ 86,476.41</b>	<b>\$ 89,039.73</b>	<b>\$ 123,226.00</b>	<b>\$ 37,937.15</b>	<b>\$ 77,338.21</b>								
<b>Cost of Sales</b>																				
Total Cost of Sales	-	\$ -	\$ -	\$ -	\$ -															
<b>Gross Profit</b>	<b>211,068</b>	<b>\$ 132,428</b>	<b>\$ 156,004</b>	<b>\$ 205,157</b>	<b>\$ 106,936</b>															
<b>Expenses</b>																				
6080-00-00	70,158	\$ 75,000	\$ 50,000	\$ 75,000	\$ 75,000		Professional Services Contract	\$ 56,250.00	\$ 75,000.00	\$ 75,000.00	\$ 56,250.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00				
6080-50-00	1,005	\$ 500	\$ 2,791	\$ 2,791	\$ 500		Other Operating Expenditures	\$ -	\$ -	\$ 500.00	\$ -	\$ -								
6080-50-00	-	\$ -	\$ -	\$ -	\$ 10,000	50% of RR Admin fee to DCC		\$ -	\$ -	\$ -	n/a	\$ -								
6150-00-00	1,770	\$ 500	\$ 81	\$ 125	\$ 500		Other Operating Expenditures	\$ 681.18	\$ 750.00	\$ 700.00	\$ 550.00	\$ 700.00								
6160-00-00	652	\$ 500	\$ 708	\$ 708	\$ 750		Supplies and Materials	\$ 466.26	\$ 628.56	\$ 600.00	\$ 429.03	\$ 572.00	\$ 583.44	\$ 595.11	\$ 607.01					
6170-00-00	267	\$ 1,000	\$ 364	\$ 614	\$ 750		Other Operating Expenditures	\$ -	\$ -	\$ 750.00	\$ 700.50	\$ 600.00	\$ 27,708.30	\$ 28,262.47	\$ 28,827.72					
6200-00-00	302	\$ 2,000	\$ 553	\$ 350	\$ -		Other Operating Expenditures	\$ -	\$ -	\$ 500.00	\$ 345.49	\$ 500.00								
6750-00-00	6,000	\$ 8,000	\$ 8,100	\$ 8,100	\$ 10,000	New Bid req for 2017-2019	Professional Services Contract	\$ 6,400.00	\$ 6,400.00	\$ 7,500.00	\$ 6,400.00	\$ 6,600.00								
6770-00-00	-	\$ 2,000	\$ 225	\$ 226	\$ 200	Psychex 990's	Professional Services Contract	\$ -	\$ -	\$ -	\$ -	\$ -								
6800-00-00	8,267	\$ 9,000	\$ 2,152	\$ 7,035	\$ 7,400		Other Operating Expenditures	\$ 7,761.66	\$ 7,900.00	\$ 7,500.00	\$ 7,665.91	\$ 7,700.00								
6880-00-00	-	\$ -	\$ -	\$ -	\$ -		Interest and other financing charges	\$ -	\$ -	\$ -	\$ -	\$ -								
6890-00-00	344	\$ 3,000	\$ 840	\$ 1,090	\$ 1,000		Professional Services Contract	\$ 264.90	\$ 300.00	\$ 500.00	\$ 2,385.95	\$ 2,000.00								
6900-00-00	-	\$ -	\$ -	\$ -	\$ -		Other Operating Expenditures	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00								
7110-20-00	2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000		Other Operating Expenditures	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00								
7220-20-00	1,322	\$ 700	\$ 250	\$ 250	\$ -	NYSW (250) + Who's We (\$30)	Other Operating Expenditures	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,250.00								
7250-20-00	468	\$ 1,200	\$ 669	\$ 669	\$ 1,200	Incubator + Bytheway Rent	Other Operating Expenditures	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 200.00								
7300-20-00	1,227	\$ 2,000	\$ -	\$ -	\$ -	Chertronics Repairs/Maint	Other Operating Expenditures	\$ 5,106.32	\$ 8,000.00	\$ 8,000.00	\$ 9,723.15	\$ 5,000.00								
7300-20-01	6,662	\$ 7,000	\$ 4,966	\$ 7,398	\$ 8,000	Laughlin - City Water Testing	Other Operating Expenditures	\$ -	\$ 0.00	\$ -	\$ -	\$ -								
7320-20-00	1,365	\$ 1,000	\$ 910	\$ 1,750	\$ -	Laughlin bid to Incubator + Clark	Other Operating Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -								
7330-20-00	-	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -								
7500-20-00	-	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 0.00	\$ -	\$ -	\$ -								
7520-00-00	-	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 0.00	\$ 10,000.00	\$ -	\$ 500.00								
7830-40-00	-	\$ -	\$ -	\$ -	\$ -		Other Non-Operating Expend	\$ 15.00	\$ 15.00	\$ 15.00	\$ -	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00					
7835-40-00	-	\$ -	\$ -	\$ -	\$ -		Other Non-Operating Expend	\$ -	\$ 0.00	\$ 150.00	\$ -	\$ 100.00								
7840-00-00	625	\$ 27,000	\$ -	\$ -	\$ 25,000	Airport CFA +\$2500 IDA Contrib.	Other Operating Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -								
7870-00-00	15	\$ -	\$ 15	\$ 15	\$ 15			\$ -	\$ -	\$ -	\$ -	\$ -								
7880-00-00	133	\$ 150	\$ -	\$ -	\$ 150			\$ -	\$ -	\$ -	\$ -	\$ -								
<b>Total Expenses</b>	<b>102,582</b>	<b>\$ 142,550</b>	<b>\$ 74,072</b>	<b>\$ 108,384</b>	<b>\$ 144,095</b>			<b>\$ 79,195.32</b>	<b>\$ 103,343.56</b>	<b>\$ 116,165.00</b>	<b>\$ 86,700.03</b>	<b>\$ 102,987.00</b>								
<b>Net Income</b>	<b>108,486</b>	<b>\$ (10,122)</b>	<b>\$ 81,932</b>	<b>\$ 96,774</b>	<b>\$ (37,159)</b>			<b>\$ 7,281.09</b>	<b>\$ (14,303.83)</b>	<b>\$ 7,061.00</b>	<b>\$ (48,762.88)</b>	<b>\$ (25,648.79)</b>								



## CCIDA Project Annual Report

**PLEASE NOTE THAT THIS ANNUAL REPORT IS REQUIRED BY NEW YORK STATE AND MUST BE COMPLETED AND RETURNED ON OR BEFORE FEBRUARY 15TH TO CCIDA 15 S. BROAD ST, NORWICH NY 13815**

**Project Name and address:**

**Project Code:**

**Company Contact:**

**Contact Phone Number:**

**Contact Email:**

**\*\*If any of the information above is incorrect or has changed, please provide corrected and/or missing information.**

Bond Project: \_\_\_\_\_ Bond/Note Amount: \$ \_\_\_\_\_

Lease Project: \_\_\_\_\_ Straight Lease End Date: \_\_\_\_\_

Taxable or Tax Exempt: \_\_\_\_\_

Total Project/Lease amount: \$ \_\_\_\_\_ Bond/Note Amount: \$ \_\_\_\_\_

Benefited Project Amount: \$ \_\_\_\_\_ Straight Lease End Date: \_\_\_\_\_

New Tax Revenue if no exemptions: \$ \_\_\_\_\_

### **Exemptions (what taxes would be without assistance)**

**Sales Tax:**

State: \$ \_\_\_\_\_

Local: \$ \_\_\_\_\_

**Real Property Tax:**

County \$ \_\_\_\_\_

Local \$ \_\_\_\_\_

School \$ \_\_\_\_\_

Mortgage Recording: \$ \_\_\_\_\_

**Total Exemptions: \$ \_\_\_\_\_ Net of 485-b Exemptions \$ \_\_\_\_\_**

**Payments in Lieu of Taxes (amounts paid by you to taxing authorities)**

County: \$ \_\_\_\_\_

City/Town/Village: \$ \_\_\_\_\_

School: \$ \_\_\_\_\_

**Total PILOTS: \$ \_\_\_\_\_**

**Jobs Created and Retained**

# FTE jobs prior to IDA Status \_\_\_\_\_

Original Estimate of Jobs to be created \_\_\_\_\_

Estimated average salary new jobs \$ \_\_\_\_\_

Original Jobs to be retained \_\_\_\_\_

Estimated average salary of retained jobs \$ \_\_\_\_\_

Total annual payroll for \_\_\_\_\_ \$ \_\_\_\_\_  
(year)

Current # FTE's \_\_\_\_\_

# FTE construction jobs created (FY) \_\_\_\_\_

**\*\* A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form dose not accurately reflect the full-time jobs created, an internal report verifying the total jobs by employment category as outlined above at the location can be submitted with this report.**

**Sales Tax Abatement Information**

Did your company receive sales tax abatement on your project during \_\_\_\_\_ Yes No  
(year)

If so, please provide the amount to sales tax savings received \$ \_\_\_\_\_

\*\*\*A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report.

**Capital Investment**

Provide the following information regarding capital investments made during \_\_\_\_\_  
(year)

Construction	\$ _____
Machinery & Equipment	\$ _____
Other Taxable Expenses	\$ _____
Other Non-Taxable Expenses	\$ _____
Total Capital Investment	\$ _____

**Energy Generating Capacity**

Estimated clean energy to be produced \_\_\_\_\_

Current clean energy being produced \_\_\_\_\_

Designated as a Community Distributed Generation (CDG) project. Yes No

I certify that to the best of my knowledge and belief, all the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to avoidance of the agreement and potential claw back of benefits.

Signed: \_\_\_\_\_  
(Authorized company representative)

Dated: \_\_\_\_\_



## COUNTY OF CHENANGO INDUSTRIAL DEVELOPMENT AGENCY UNIFORM TAX EXEMPTION POLICY

Pursuant to and in compliance with §874 of the General Municipal Law of the State of New York, as amended by Chapter 356, §17 of the 1993 Sessions Laws, the County of Chenango Industrial Development Agency does hereby adopt the following policy to be known as “UNIFORM TAX EXEMPTION POLICY”.

### I

#### APPLICABILITY

This policy shall be applicable to all grants of financial assistance by the Agency pursuant to §859-a of the General Municipal Law to project applicants. The term “financial assistance” as used herein shall mean real property tax exemptions, mortgage tax exemptions and sales or use tax exemptions authorized pursuant to §874 of the General Municipal Law and §412-a of the Real Property Tax Law, as existing and as amended in the future from time to time.

### II

#### TYPES OF PROJECTS

This policy shall be applicable to any proposed project which the Agency is authorized by law to undertake and shall be applicable to all property, both real and personal, acquired by the Agency or under its jurisdiction, control, or supervision. **Examples of eligible projects include industrial projects (i.e., warehouse, wholesale/distribution, office, infrastructure, commercial/retail, hotel, clean renewable energy etc. and any other project permitted under applicable law).**

### III

#### GUIDELINES

In determining whether a project applicant shall be granted an exemption from real property taxes, mortgage recording taxes and sales or use taxes, the Agency shall consider the following factors:

- a. The extent to which a project will create or retain permanent, private sector jobs in Chenango County.
- b. The estimated value of any tax exemptions to be provided.
- c. Whether affected tax jurisdictions shall be reimbursed by the project occupant if a project does not fulfill the purposes for which an exemption was provided.
- d. The impact of the proposed project on existing and proposed businesses and economic development projects in the vicinity of the proposed project.
- e. The amount of the private sector investment generated or likely to be generated by the proposed project.
- f. The demonstrated public support for the proposed project.
- g. The likelihood of accomplishing the proposed project in a timely fashion.
- h. The effect of the proposed project on the environment.
- i. The extent to which the proposed project will require the provision of additional services, including, but not limited to additional educational transportation, police, emergency medical or fire services.

- j. The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts.

#### IV

##### EXTENT OF EXEMPTION

After due consideration of the aforesaid guidelines, the Agency shall determine to grant no exemption, a total exemption or a partial exemption from one or more of the aforesaid taxes. When the Agency determines to grant a total exemption, it shall so notify the chief executive official of each affected tax jurisdiction within 15 days of the making of the determination. When the Agency determines to grant a partial exemption from one or more of the aforesaid taxes, it shall require the project applicant to enter into a payment in lieu of tax agreement (PILOT) with each of the affected tax jurisdictions. The term "affected tax jurisdiction" as used herein, shall mean any municipality or school district in which a project is located, which will fail to receive real property tax payments, or other tax payments which would otherwise be due, except for the tax-exempt status of the Agency involved in the project.

#### V

##### PILOT AGREEMENT

When the Agency requires a PILOT agreement, the Agency shall determine whether said agreement shall be negotiated by the Agency on behalf of a project applicant or by the project applicant itself.

(1) The following guidelines shall govern the form and substance of a PILOT agreement:

- a. Each PILOT agreement shall be in writing and signed by a duly authorized official of the affected tax jurisdiction and the party agreeing to make payments in lieu of taxes.

- b. The PILOT agreement, in addition to such other terms as the parties may agree, shall state:

- i. The type of taxes for which payments in lieu thereof are to be made;

- ii. The percentage of exemption;

- iii. The period of the exemption;

- iv. The amount due annually to each affected tax jurisdiction or a formula by which the amount due can be calculated:

- v. The procedure for the making of the payments in lieu of taxes and the procedure for remitting the payment to each affected tax jurisdiction, together with the name and address of the person, office or agency to which payment shall be delivered. Payments in lieu of taxes received by the Agency shall be remitted to each affected tax jurisdiction within thirty days of receipt.

- vi. The date on which payment shall be made and the date on which payment shall be considered delinquent and subject to penalty and interest if not paid. Payments in lieu of taxes which are delinquent or not remitted shall be subject to a late payment penalty of five percent of the amount due which shall be paid by the project occupant (where taxes are delinquent because of the occupant's failure to remit to the affected tax jurisdiction at the time the payment in lieu of taxes is paid). For each month, or part thereof, that the payment in lieu of taxes is delinquent beyond the first month, interest shall accrue to and be paid to the affected tax jurisdiction on the total amount due plus a late payment penalty in the amount of one percent per month until the payment is made.

(2) Unless otherwise agreed by the affected tax jurisdictions, the agreement shall provide that payments in lieu of taxes shall be allocated among affected tax jurisdictions in proportion to the amount of real property tax and other taxes which would have been received by each affected tax jurisdiction had the project not been tax exempt due to agency involvement in the project.

(3) The Agency shall submit to the assessor of the affected tax jurisdiction on or before the taxable status date an application for exemption on form EA-412-a with a copy of the PILOT agreement attached thereto.

(4) The Agency shall mail a copy of the PILOT agreement and a copy of the form EA-412-a to the chief elected official of each school district, city, county, town and village within which the project is located within 15 days of signing or before the taxable status date for the year for which the exemption is first claimed, whichever is sooner.

(5) The term “payment in lieu of taxes” as used herein, shall mean any payment made to the Agency, or affected tax jurisdiction equal to the amount, or a portion of, real property taxes, or other taxes, which would have been levied by or on behalf of an affected tax jurisdiction if the project was not exempt by reason of Agency involvement.

(6) Administrative Fee. In those instances where a PILOT agreement requires the project applicant to remit its payments in lieu of taxes to the Agency, an administrative fee may be charged the project applicant by the Agency. The amount of such fee shall be as mutually agreed by the Agency and the payment applicant.

## VI

### DEVIATION FROM POLICY

It is the intent of the Agency to adhere to these guidelines in all cases. However, in recognition of the possibility that special circumstances may arise requiring a deviation from this policy, a project applicant may make a request to be granted an exemption from one or more provision of this policy. Such a request shall be in writing to the Agency and the applicant shall set forth in specific language the provisions from which the applicant is seeking a deviation and the specific reasons, therefore. The Agency shall require the applicant to furnish such data and information as it deems necessary to enable the Agency to determine whether the requested deviation should be granted or denied.

The Agency shall set forth in writing the reasons for a deviation from this policy and shall notify the affected taxing jurisdictions of the deviation from policy and the reasons, therefore.

## VII

### REAL PROPERTY APPRAISALS

Since the policy of the agency is to base the value of a Project for payment in lieu of tax purposes on a valuation of such Project performed by the local Assessor, normally a separate real property appraisal is not required. However, the Agency may require the submission of a real property appraisal if,

- i. The Assessor of any particular Affected Tax Jurisdiction requires one, or
- ii. If the valuation of the project for payment in lieu of tax purposes is based on a value determined by the Project Operator, rather than by an Assessor for a Taxing Jurisdiction or by the Agency.

If the Agency requires the submission of a real property appraisal, such appraisal shall be prepared by an independent MAI certified appraiser acceptable to the Agency.



The Project Operator shall be responsible for paying for the cost of hiring said appraiser.

## VIII REAL PROPERTY TAX ABATEMENT SCHEDULE

The following two schedules will be the standard utilized for real property tax abatements. Targeted industries, manufacturing companies and other high priority projects will follow Schedule A. Commercial/Retail/Office/Community Facilities/Not-for-Profits will follow Schedule B.

### **Schedule A. Targeted Industries/Manufacturing**

Year 1-5	75%
Year 6-10	50%
Year 11-15	25%

*This would result in a fifty (50%) percent total exemption during the 15-year period.*

### **Schedule B. Commercial/Retail/Office/Community Facilities/Not-for-Profits**

Year 1	50%
Year 2	45%
Year 3	40%
Year 4	35%
Year 5	30%
Year 6	20%
Year 7	10%
Year 8 & after	0%

### Commercial Solar Projects

The following will be the standard utilized for Property Tax Abatements for Commercial Solar Projects (Hereinafter “Solar Projects”). In compliance with the policy of Chenango County Industrial Development Agency (CCIDA) favoring the preservation of Actively Farmed, Prime Farmland for agricultural purposes, the CCIDA, in determining the amount of a Solar Project PILOT Payment, shall consider whether the land is being Actively Farmed and whether the soil on which the Solar Project is located constitutes Prime Farmland. All Solar Projects shall be eligible for Real Property Tax Abatement. However, Solar Projects located on land that is not Actively Farmed and/or not designated as “Prime Farmland” shall be eligible for a greater Real Property Tax Abatement as reflected in a reduced PILOT Payment. The terms of the Property Tax Abatement shall be described as follows:

- a. The amount of the PILOT payment shall be determined by the Agency as follows:
  - (i) the actual installed capacity of the Commercial Solar Project, calculated on the third (3<sup>rd</sup>) business day prior to the date on which the related payment is due pursuant to the PILOT Agreement, times
  - (ii) the Base Megawatt Amount, \$4,5000.00 per megawatt.
- b. In the event that the Solar Project is located on land that is not Actively Farmed, then the PILOT payment shall be reduced by thirty percent (30%)
- c. In the event that the Solar Project is located on land other than Prime or Prime-If Drained Farmland, the Solar Project shall be eligible for a reduced PILOT payment. The amount of the reduction shall be 30% if the land is not categorized as “Prime” or Prime-If Drained”. The amount of the reduction shall be determined by the CCIDA after considering input from the Affected Jurisdictions

and the Solar Project applicant. In no event shall the reduction exceed forty percent (40%) of the Base Megawatt Amount.

- d. The agency may take into account the amount of any host community benefit payments payable by the project applicant to an Affected Jurisdiction, or in connection with the funding of the Community Economic Development Fund, in determining the amount of PILOT payments payable by the project applicant.
- e. The Agency may take into account the degree to which the applicant has worked with neighboring property owners to minimize viewshed or other detrimental impact on property values.
- f. The term of the PILOT Agreement shall be 25 years.
- g. The PILOT payment determined above shall be increased annually by 2.0% during the term of the PILOT Agreement.
- h. The PILOT Agreement will provide that if the existing assessment of the underlying parcel and existing improvements relating to the Commercial Solar Project does not remain fully taxable on the relevant assessment rolls, the PILOT Agreement shall require that PILOT payments be made with respect to such underlying parcel and existing improvements in an amount equal to 100% of the normal tax with respect thereto.
  - a. Note the following defined terms:

“Base Megawatt Amount” means the megawatt amount used by the Agency in calculating the PILOT payments. The Base Megawatt Amount as provided in this UTEP shall initially be equal to \$4,500.00, and such amount shall be fixed for the term of each PILOT Agreement; provided, however, that the Base Megawatt Amount as provided in the UTEP shall be subject to review by the Agency at least annually.

“Commercial Solar Facility” means a group of solar panels and related facilities in the same location intended to be used for the production of electric power to be sold to third parties but shall not include a Small Alternate Energy Facility. In the event of a question whether a solar facility is a Small Alternate Energy Facility or a Commercial Solar Facility, the determination of the Agency on that subject shall be final. A Commercial Solar Facility includes all related equipment determined by the Agency to be necessary or desirable for collecting such electric energy and delivering same to the electric grid but shall not include the land and improvements that were included on the tax rolls of the Affected Tax Jurisdictions prior to the commencement of the project of which such Commercial Facility is a part. A Commercial Solar Facility is a facility providing electric energy on a commercial scale and shall include Community Solar Projects.

“Small Alternate Energy Facility” means a facility (1) that is determined by the Agency to be a facility described in Section 487(1) of the Real Property Tax Law (including solar or wind energy equipment, a solar or wind energy system, farm waste electric generating equipment, and a farm waste energy system), (2) that is installed or to be installed in a residence, a farm or a small business located within Chenango County and (3) that is not a Commercial Solar Facility.

“Prime Farmland” means land that has been designated as Prime Farmland by the United States Department of Agriculture soil survey.

“Actively Farmed” means that land is currently supporting commercial agriculture enterprises or has been supporting commercial enterprises within the prior eighteen (18) months.

“Affected Jurisdictions” means the municipalities and school district within which a project is located, including the appropriate town, Chenango County, and, if relevant, the appropriate village.

## IX AGENTS

Agents of the Agency, project operators or agents of project operators shall annually file a statement with the NYS Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales and use tax exemption claimed by such agents or agents of such agents or project operators, including, but not limited to, consultants or subcontractors of such agents or project operators. The penalty for failure to file such statement shall be the removal of authority to act as an agent of the Agency.

## X FORFEITURE/RECAPTURE

The CCIDA shall periodically review the economic impact of each of the projects which is actively receiving financial assistance. This will be done sooner where it is obvious that significant deviation from the original intent of the project is realized.

All PILOT agreements will contain provisions that allow for the recapture of past, and cancellation of future tax abatements. In determining the extent of recapture or cancellation, the CCIDA shall consider the extent to which the company has met its proposed economic impacts.

The following policy concerning recapture of the abated taxes shall apply:

1. **Sale or Closure of the Facility:** The real property tax abatements are terminated immediately, and the property deeded back to the owner and/or the straight-lease transaction is terminated.
2. **Significant Employment Reductions:** The CCIDA may carefully examine employment reductions and in the event that the CCIDA finds that such reductions are temporary situation, the CCIDA may determine not to take any action. Should the CCIDA determine that such reductions are or may be permanent, then the real property tax abatement will be reduced by up to 100% and/or recapture of financial assistance can be pursued, at the discretion of the CCIDA and in consultations with the affected taxing jurisdictions.
3. **Significant Change in the Use of Facility:** If the change still is consistent with acceptable CCIDA policy and there is insignificant job loss, the CCIDA may determine not to take any action. If this change falls outside acceptable CCIDA policy, then the withdrawal of entire real property tax abatement and/or recapture of financial can be pursued at the discretion of CCIDA an in consultation with the affected tax jurisdictions.

XI  
AMENDMENT

This policy may be amended by resolution of the Agency. Whenever such amendment is proposed the Agency shall solicit input and comments from the affected tax jurisdictions.

XII  
EFFECTIVE DATE

This policy shall be effective immediately.