



NYS DEPARTMENT OF TAXATION & FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

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

**1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name Broome County IDA  
Street P.O. Box 1510  
City Binghamton, New York 13902  
Telephone no. Day (607 ) 584-9000  
Evening ( ) N/A  
Contact Kevin McLaughlin  
Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name Dick's Merchandising & Supply Chain, Inc.  
Street 345 Court Street  
City Coraopolis, Pennsylvania 15108  
Telephone no. Day ( ) SEE ATTACHED  
Evening ( ) \_\_\_\_\_  
Contact SEE ATTACHED  
Title SEE ATTACHED

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year) 194.04-1-40.1
- b. Street address 1314 Conklin Road
- c. City, Town or Village Town of Conklin
- d. School District Susquehanna Valley
- e. County Broome
- f. Current assessment \$16,080,000
- g. Deed to IDA (date recorded; liber and page)  
SEE ATTACHED

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

- a. Brief description (include property use) Warehouse/Distribution Center
- b. Type of construction Conventional steel structure w/ precast concrete walls & single ply roofing system
- c. Square footage 245,000+/-
- d. Total cost \$61,351,000.00
- e. Date construction commenced August 16, 2017
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
February 28, 2047

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

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

- a. Formula for payment See attached copy of PILOT Agreement Amendment
- b. Projected expiration date of agreement February 28, 2047

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Broome</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Conklin</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input type="checkbox"/>
School District <u>Susq. Valley</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name SEE ATTACHED  
 Title SEE ATTACHED  
 Address SEE ATTACHED  
SEE ATTACHED

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

If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone SEE ATTACHED

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

If yes, list the statutory exemption reference and assessment roll year on which granted: exemption \_\_\_\_\_ assessment roll year 2017

7. A copy of this application, including all attachments, has been mailed or delivered on 5/29/18 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, Kevin McLaughlin, Executive Director of \_\_\_\_\_ of \_\_\_\_\_  
 Name Title  
Broome County Industrial Development Agency hereby certify that the information  
 Organization

on this application and accompanying papers constitutes a true statement of facts.

4/20/18  
Date

  
Signature

**FOR USE BY ASSESSOR**

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature

RP-412-A ATTACHMENT

2. OCCUPANT: Dick's Merchandising & Supply Chain, Inc.  
345 Court Street  
Coraopolis, Pennsylvania 15108

Jonathan Grainger  
Project Manager  
(724) 273-5705

Tyler Bronson  
Sr. Director, Supply Chain  
(724) 273-4292

- 3(g). MEMORANDUM OF LEASE (Dick's to BCIDA)

Dated: November 1, 2016  
Rec'd: February 3, 2017  
Book : 2515  
Page : 527

MEMORANDUM OF LEASEBACK (BCIDA to Dick's)

Dated: November 1, 2016  
Rec'd: February 3, 2017  
Book : 2515  
Page : 533

- 5(d). PERSON OR ENTITY RESPONSIBLE FOR PAYMENT

Dick's Merchandising & Supply Chain, Inc.  
c/o Dick's Sporting Goods, Inc.  
345 Court Street  
Coraopolis, Pennsylvania 15108

Attn: Real Estate Management

6. IS THE PROPERTY RECEIVING, OR HAS THE PROPERTY EVER RECEIVED,  
ANY OTHER EXEMPTION FROM REAL PROPERTY TAXATION

The property is currently under a PILOT Agreement dated November 1, 2016.

## PILOT AGREEMENT AMENDMENT

THIS AMENDMENT TO THE 2016 PILOT AGREEMENT (the "Agreement"), dated as of May 23, 2018, by and between DICK'S MERCHANDISING & SUPPLY CHAIN, INC., a corporation duly organized and validly existing under the laws of the State of Ohio and authorized to do business in the State of New York, with an address for the transaction of business located at 345 Court Street, Coraopolis, Pennsylvania 15108 (the "Company") and the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public-benefit corporation duly organized and validly existing under the laws of the State of New York with an office for the transaction of business located at FIVE South College Drive, Suite 201, Binghamton, New York 13905 (the "Agency"), (collectively, the "Parties").

### WITNESSETH:

WHEREAS, the Parties entered into a Payment-in-Lieu-of-Tax Agreement dated as of November 1, 2016 (the "2016 PILOT Agreement") covering premises located on the Broome Corporate Parkway in the Town of Conklin, County of Broome and State of New York, more particularly described in Schedule "A" attached hereto (the "Premises"); and

WHEREAS, the 2016 PILOT Agreement covered the construction and equipping of a 650,000+/- square foot warehouse/distribution center on the Premises (the "Project"); and

WHEREAS, the Company now wishes to expand the Project by an additional 245,000+/- square feet of warehouse/distribution space (the "2018 Expansion"); and

WHEREAS, the Parties now wish to have the Project and the 2018 Expansion covered under the terms and conditions of the 2016 PILOT Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties do hereby agree as follows:

1. The Project and the 2018 Expansion will both be covered under the terms of the

2016 PILOT Agreement.

2. During the term of the 2016 PILOT Agreement, and this amendment thereto, the Company agrees to pay to the Town of Conklin, the County of Broome, and the Susquehanna Valley Central School District the percentages of taxes set forth on Schedule "B" attached hereto.

Commencing with the thirty-first (31<sup>st</sup>) year of the 2016 PILOT Agreement, and until such time as the Premises are removed from the tax-exempt portion of the tax rolls, the Company shall pay the actual taxes that would have been imposed but for the Agency's tax-exempt status."

3. In all other respects, the terms, covenants and conditions of the 2016 PILOT Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed the date set opposite their signature.

BROOME COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
Kevin McLaughlin, Executive Director

~~DICK'S MERCHANDISING &  
SUPPLY CHAIN, INC.~~

By: \_\_\_\_\_  
Jonathan J. Grainger, Project Manager

2016 PILOT Agreement.

2. During the term of the 2016 PILOT Agreement, and this amendment thereto, the Company agrees to pay to the Town of Conklin, the County of Broome, and the Susquehanna Valley Central School District the percentages of taxes set forth on Schedule "B" attached hereto.

Commencing with the thirty-first (31<sup>st</sup>) year of the 2016 PILOT Agreement, and until such time as the Premises are removed from the tax-exempt portion of the tax rolls, the Company shall pay the actual taxes that would have been imposed but for the Agency's tax-exempt status."

3. In all other respects, the terms, covenants and conditions of the 2016 PILOT Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed the date set opposite their signature.

BROOME COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Kevin McLaughlin, Executive Director

DICK'S MERCHANDISING &  
SUPPLY CHAIN, INC.

By: \_\_\_\_\_  
George Giacobbe  
Executive Vice President

MDE

COMMONWEALTH OF PENNSYLVANIA:

: ss :

COUNTY OF ALLEGHENY :

On May \_\_\_\_\_, 2018, before me, the undersigned, personally appeared IONATHAN J. GRAINGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the borough of Coraopolis, Commonwealth of Pennsylvania.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK :

: ss.:

COUNTY OF BROOME :

On this April 20, 2018, before me, the undersigned, personally appeared KEVIN McLAUGHLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

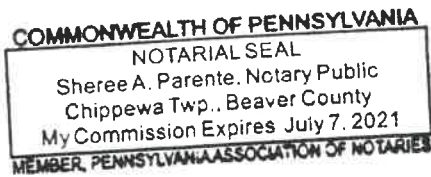
JOSEPH B. MEAGHER  
Notary Public, State of New York  
Broome County 02ME4974837  
Commission Expires Nov. 26, 2018

COMMONWEALTH OF PENNSYLVANIA:

: ss.:

COUNTY OF ALLEGHENY :

On May 23, 2018, before me, the undersigned, personally appeared GEORGE GIACOBBE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the borough of Coraopolis, Commonwealth of Pennsylvania.



*Sheree Parente*

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK :

: ss.:

COUNTY OF BROOME :

On this April 20, 2018, before me, the undersigned, personally appeared KEVIN McLAUGHLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CONKLIN, COUNTY OF BROOME AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northeasterly highway boundary of Broome Corporate Parkway (Broome Parkway) (Primary Access Road - County Highway No. 322) as conveyed to the County of Broome by Warranty Deed dated August 6, 1987 and filed in the Broome County Clerk's Office in Liber 1635 of Deeds at Page 281; said point standing at the intersection of the northeasterly highway boundary of Broome Corporate Parkway with the northerly boundary of other lands of the Broome County Industrial Agency (Now or Formerly), as described in a Referee's Deed dated April 28, 2004 and filed in the Broome County Clerk's Office in Liber 2070 of Deeds at Page 215;

THENCE northwesterly 72.99 feet along a curve to the left on the northeasterly highway boundary of Broome Corporate Parkway with a radius of 902.52 feet, a delta angle of 04 degrees 38 minutes 01 seconds and a chord bearing and distance of North 41 degrees 31 minutes 04 seconds West 72.97 feet to a point;

THENCE North 43 degrees 50 minutes 05 seconds West 511.97 feet continuing along the northeasterly highway boundary of Broome Corporate Parkway to a point standing on a curve to the right;

THENCE northwesterly 272.33 feet along said aforementioned curve to the right on the northeasterly highway boundary of Broome Corporate Parkway with a radius of 798.83 feet, a delta angle of 19 degrees 31 minutes 59 seconds and a chord bearing and distance of North 34 degrees 04 minutes 06 seconds West 271.02 feet to a point standing on the easterly highway boundary of Broome Corporate Parkway;

THENCE North 24 degrees 18 minutes 06 seconds West 1,212.05 feet along the easterly highway boundary of Broome Corporate Parkway to a point standing on a curve to the right;

THENCE northerly 918.87 feet along said aforementioned curve to the right and still along the easterly highway boundary of Broome Corporate Parkway with a radius of 4,142.00 feet, a delta angle of 12 degrees 42 minutes 38 seconds and a chord bearing and distance of North 17 degrees 56 minutes 47 seconds West 916.99 feet to an iron rod standing on the southerly boundary of Browneshill, Carlow, LLC (Now or Formerly);

THENCE North 85 degrees 40 minutes 08 seconds East 650.45 feet along the southerly boundary of Browneshill, Carlow, LLC to a point standing on the easterly boundary of Browneshill, Carlow, LLC;

THENCE North 27 degrees 28 minutes 20 seconds West 128.74 feet along the easterly boundary of Brownseshill, Carlow, LLC to a point;

THENCE North 07 degrees 39 minutes 33 seconds West 122.53 feet continuing along the easterly boundary of Brownseshill, Carlow, LLC to a point;

THENCE North 06 degrees 09 minutes 53 seconds East 118.00 feet still along the easterly boundary of Brownseshill, Carlow, LLC to a point standing on the southerly boundary of other lands of the Broome County Industrial Development Agency (Now or Formerly);

THENCE North 84 degrees 37 minutes 02 seconds East 1,259.46 feet along the southerly boundary of other lands of the Broome County Industrial Development Agency and then along the southerly boundary of the lands of The Town of Conklin (Now or Formerly) to an iron rod standing on the westerly boundary of the Delaware and Hudson Railroad (Now or Formerly) (Delaware, Lackawanna & Western Railroad);

THENCE South 13 degrees 13 minutes 47 seconds East 497.62 feet along the westerly boundary of the Delaware and Hudson Railroad to a point standing on the northerly boundary of the lands of The Town of Conklin (Now or Formerly);

THENCE South 87 degrees 03 minutes 33 seconds West 100.00 feet along the northerly boundary of the lands of The Town of Conklin to a point standing on the westerly boundary of the lands of The Town of Conklin;

THENCE South 13 degrees 13 minutes 47 seconds East 100.00 feet along the westerly boundary of the lands of The Town of Conklin to a point standing on the southerly boundary of the lands of The Town of Conklin;

THENCE North 87 degrees 03 minutes 33 seconds East 100.00 feet along the southerly boundary of the lands of The Town of Conklin to a point standing on the westerly boundary of the Delaware and Hudson Railroad;

THENCE South 13 degrees 13 minutes 47 seconds East 1,175.36 feet along the westerly boundary of the Delaware and Hudson Railroad to a point standing on a curve to the left;

THENCE southerly 850.27 feet along said aforementioned curve to the left continuing along the westerly boundary of the Delaware and Hudson Railroad with a radius of 9,582.34 feet, a delta angle of 05 degrees 05 minutes 02 seconds and a chord bearing and distance of South 15 degrees 36 minutes 30 seconds East 849.99 feet to a concrete monument standing on the westerly highway boundary of New York State Route #7 (Conklin State Highway No. 421);

THENCE South 09 degrees 36 minutes 41 seconds West 89.63 feet along the westerly highway boundary of New York State Route #7 to a concrete monument standing on the northerly highway boundary of New York State Route #7;

THENCE South 81 degrees 40 minutes 35 seconds West 23.00 feet along the northerly highway boundary of New York State Route #7 to a concrete monument;

THENCE South 61 degrees 30 minutes 15 seconds West 59.09 feet continuing along the northerly highway boundary of New York State Route #7 to a concrete monument standing on the westerly highway boundary of New York State Route #7;

THENCE South 13 degrees 49 minutes 03 seconds West 215.21 feet along the westerly highway boundary of New York State Route #7 to a concrete monument;

THENCE South 05 degrees 30 minutes 32 seconds West 177.77 feet continuing along the westerly highway boundary of New York State Route #7 to a point;

THENCE South 02 degrees 44 minutes 46 seconds West 341.45 feet to a point;

THENCE South 02 degrees 10 minutes 06 seconds East 190.98 feet still along the westerly highway boundary of New York State Route #7 to a point standing on the northerly highway boundary of New York State Route #7;

THENCE South 84 degrees 13 minutes 26 seconds West 38.13 feet along the northerly highway boundary of New York State Route #7 to a concrete monument standing on the westerly highway boundary of New York State Route #7;

THENCE South 06 degrees 09 minutes 43 seconds East 130.26 feet along the westerly highway boundary of New York State Route #7 to an iron rod standing on the northerly boundary of still other lands of the Broome County Industrial Development Agency (Now or Formerly);

THENCE South 85 degrees 49 minutes 21 seconds West 518.11 feet along the northerly boundary of still other lands of the Broome County Industrial Development Agency to a point standing on the easterly boundary of the lands of the Broome County Industrial Development Agency;

THENCE North 06 degrees 59 minutes 34 seconds East 659.46 feet along the easterly boundary of the lands of the Broome County Industrial Development Agency to a point standing on the northerly boundary of the lands of the Broome County Industrial Development Agency;

THENCE North 89 degrees 21 minutes 48 seconds West 436.40 feet along the northerly boundary of the lands of the Broome County Industrial Development Agency to a point;

THENCE South 54 degrees 56 minutes 54 seconds West 90.10 feet continuing along the northerly boundary of the lands of the Broome County Industrial Development Agency to the point and place of beginning.

SCHEDULE "B"

(SEE ATTACHED PILOT SCHEDULE)

## DICK'S SPORTING GOODS TAX PAYMENTS

Year	Exemption	Yearly Tax Payment	Town	County	School
2017	100%	\$0.00			
2018	100%	\$0.00			
2019	100%	\$0.00			
2020	90%	\$162,898.00	\$6,125.00	\$33,036.00	\$123,737.00
2021	90%	\$162,898.00	\$6,125.00	\$33,036.00	\$123,737.00
2022	90%	\$162,898.00	\$6,125.00	\$33,036.00	\$123,737.00
2023	90%	\$162,898.00	\$6,125.00	\$33,036.00	\$123,737.00
2024	90%	\$162,898.00	\$6,125.00	\$33,036.00	\$123,737.00
2025	90%	\$162,898.00	\$6,125.00	\$33,036.00	\$123,737.00
2026	90%	\$162,898.00	\$6,125.00	\$33,036.00	\$123,737.00
2027	75%	\$407,246.00	\$15,312.00	\$82,589.00	\$309,344.00
2028	75%	\$407,246.00	\$15,312.00	\$82,589.00	\$309,344.00
2029	75%	\$407,246.00	\$15,312.00	\$82,589.00	\$309,344.00
2030	75%	\$407,246.00	\$15,312.00	\$82,589.00	\$309,344.00
2031	75%	\$407,246.00	\$15,312.00	\$82,589.00	\$309,344.00
2032	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2033	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2034	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2035	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2036	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2037	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2038	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2039	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2040	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2041	50%	\$814,429.00	\$30,625.00	\$165,166.00	\$618,640.00
2042	75%	\$1,221,737.00	\$45,937.00	\$247,768.00	\$928,031.00
2043	75%	\$1,221,737.00	\$45,937.00	\$247,768.00	\$928,031.00
2044	75%	\$1,221,737.00	\$45,937.00	\$247,768.00	\$928,031.00
2045	75%	\$1,221,737.00	\$45,937.00	\$247,768.00	\$928,031.00
2046	75%	\$1,221,737.00	\$45,937.00	\$247,768.00	\$928,031.00
		<b><u>\$17,429,491.00</u></b>	<b><u>\$655,370.00</u></b>	<b><u>\$3,534,697.00</u></b>	<b><u>\$13,239,434.00</u></b>

**ANY SPECIAL DISTRICTS TAXES ARE PAID AT 100%**