

THE AGENCY

BROOME COUNTY IDA / LDC

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY

GOVERNANCE COMMITTEE MEETING

July 17, 2019 – 11:30 a.m.
The Agency Conference Room, 2nd Floor
FIVE South College Drive, Suite 201
Binghamton, NY 13901

REVISED AGENDA

1. Call to Order R. Bucci
2. Accept the June 19, 2019 Governance Committee Meeting Minutes R. Bucci
3. Public Comment R. Bucci
4. Resolution Authorizing a Lease/Leaseback Transaction to Facilitate the Acquisition, Construction and Equipping of Two Buildings to be used as an Office, Commercial and Mixed Warehouse/Retail Project, Appointing 1435-1439 Marchuska, LLC (The "Company"), Agent of The Agency, for the Purpose of Acquiring, Constructing, Equipping and Leasing the Project and Authorizing the Execution and Delivery of Certain Documents with Respect Thereto, Including a Payment In Lieu of Tax Agreement Deviating from The Agency's Uniform Tax Exemption Policy and Authorizing the Execution and Delivery of Certain Documents with Respect Thereto S. Duncan
5. Review/Discussion/Recommendation of a Resolution Authorizing The Agency to Declare Its Intent to Act as Lead Agency in the Environmental Review for the Redevelopment Plan of the Former BAE Systems Site at 600 Main Street, Village of Johnson City, Town of Union, Broome County, New York S. Duncan
6. Review/Discussion/Recommendation of a Resolution Approving an Extension of the Sales and Use Tax Exemption Letter of Freewheelin Ansko, LLC from June 15, 2019 Through and Including December 31, 2019 S. Duncan
7. Review/Discussion/Recommendation of a Resolution Authorizing The Executive Director, on Behalf of The Agency, to Enter into an Economic Development Services Agreement with the Village of Johnson City (The "Village") to Assist the Village with Economic Development Opportunities and Services as set forth on Exhibit "A" Attached Hereto for a Period of One Year Running From July 1, 2019 to June 30, 2020 for the sum of \$25,000.00 per Year, Payable in Quarterly Installments of \$6,250.00 S. Duncan
8. Revised Resolution Authorizing a Sales and Use Tax Exemption in an Amount not to Exceed \$418,000.00 to Facilitate the Construction and Equipping of the Property and Building Located at 1 North Page Avenue in the Town of Union, Broome County, New York Appointing National Pipe & Plastics, Inc. Agent of The Agency for the Purpose of Constructing and Equipping the Project and Authorizing the Execution and Delivery of a Sales Tax Agreement with Respect Thereto S. Duncan
9. Executive Session to Discuss the Sale of Land
10. Review/Discussion/Recommendation of a Resolution Authorizing the Executive Director, on Behalf of the Agency, to Enter into an Amendment to the Payment-In-Lieu-Of-Tax Agreement by and Between The Agency and 265 Industrial Park Drive, LLC, as Attached Hereto as Exhibit "A" S. Duncan
11. Adjournment R. Bucci

**BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GOVERNANCE COMMITTEE
June 19, 2019 – 11:45 AM
The Agency Conference Room, 2nd Floor
FIVE South College Drive, Suite 201
Binghamton, NY 13905**

PRESENT: R. Bucci, J. Peduto, C. Sacco, B. Rose, J. Bernardo, J. Stevens,
W. Howard, D. Crocker and J. Mirabito

GUESTS: J. Solak

ABSENT: None

STAFF: S. Duncan, T. Gray, N. Abbadessa, C. Hornbeck, T. Ryan and K. Wu

PRESIDING: R. Bucci

AGENDA ITEM 1: Chairman Bucci called the meeting to order at 11:44 a.m.

AGENDA ITEM 2: Accept the March 20, 2019 Governance Committee meeting minutes: Chairman Bucci stated there were no additions or deletions to the minutes; so, accepted the March 20, 2019 minutes, as written.

MOTION: No motion necessary.

AGENDA ITEM 3: Public Comment: Chairman Bucci asked if there were any public comments. Mr. Solak, Binghamton, NY, addressed the Board, regarding:

Conflicts of Interest

Transferring Tax Credits/Job Creation

Chairman Bucci asked if there were other public comments; hearing none, Chairman Bucci closed the Public Comment section of the meeting.

AGENDA ITEM 4: Review/Discussion/Recommendation of a Resolution Authorizing a Sales and Use Tax Exemption to Facilitate the Construction and Equipping of the Property and Building Located at 1 North Page Avenue in the Town of Union, Broome County, New York Appointing National Pipe & Plastics, Inc. Agent of The Agency for the Purpose of Constructing and Equipping the Project and Authorizing the Execution and Delivery of a Sales Tax Agreement with Respect

There to: Ms. Duncan stated last month the Governance Committee reviewed the application for a Sales Tax Exemption for National Pipe & Plastics, Inc. Due to the amount requested (in excess of \$100,000.00), a Public Hearing was held on June 6th; bringing the application to the Board to officially approve. Chairman Bucci asked if there are any questions or discussion. Hearing none, Chairman Bucci requested a motion.

MOTION: Motion to move the Recommendation to the full Board for Approval. On a MOTION by Ms. Sacco; seconded by Mr. Crocker, the MOTION CARRIED.

AGENDA ITEM 5: Review/Discussion/Recommendation of a Resolution Authorizing the Executive Director to Execute, on Behalf of The Agency, an Option Agreement for the Purchase of Property Located at 4301 Watson Boulevard in the Town of Union, Broome County, New York from IBM Country Club, LLC which Option Term Shall Expire on December 31, 2019: Ms. Duncan stated at last month's Board meeting, in Executive Session, it was related that Mr. Paul Darpino, IBM Country Club, proposed an Option Agreement: The Agency would put \$5,000.00 down, enabling The Agency first right of refusal and the ability to strategically market the property. Ms. Duncan continued The Agency has a general sense of the demolition costs for the property. Ms. Duncan asked the Governance Committee to move the recommendation to the full board. Chairman Bucci asked if there is any discussion. Ms. Sacco commented that the project would be beneficial to the county. Mr. Crocker asked if there was any historic details to be considered; Ms. Duncan replied The Agency is looking at that possibility. Chairman Bucci stated that if the building remains as is, deterioration continues to be a problem. Chairman Bucci asked if there were other comments; hearing none, requested a motion.

MOTION: Motion to move the Recommendation to the full Board for Approval. On a MOTION by Ms. Sacco; seconded by Mr. Rose, the MOTION CARRIED.

AGENDA ITEM 6: Review/Discussion/Recommendation of a Resolution Accepting an Application from Sam A. Lupo & Sons, Inc. and/or SSE3, LLC and Authorizing a Sales and Use Tax Exemption, Consistent with the Policies of The Agency, in Connection with the Expansion and Renovation of the Property and Building Located at 625 Dickson Street in the Town of Union, Broome County, New York: Ms. Duncan stated that Mr. Lupo is looking to purchase the Kalurah Shriner building in Endicott and anticipates adding on to that building. The application from The Agency's Small Business Incentive Program, included in the Board packet, provides a sales tax exemption to

assist. Ms. Duncan continued that Mr. Lupo has expressed interest in a standard PILOT program; which may come before the Board next month. Chairman Bucci asked if there were any questions or comments; hearing none, requested a motion.

MOTION: Motion to Move the Recommendation to the full Board for Approval. On a MOTION by Mr. Crocker; seconded by Mr. Rose, the MOTION CARRIED.

AGENDA ITEM 7: Executive Session to Discuss Sale of Real Estate: Ms. Duncan stated there will be no Executive Session; discussion of sale of real estate will be presented to the full Board.

MOTION: None.

AGENDA ITEM 8: Adjournment: Mr. Bucci requested a motion for adjournment.

MOTION: On a MOTION by Ms. Sacco; seconded by Mr. Crocker, the MOTION CARRIED. Chairman Bucci adjourned the meeting at 11:54 a.m.

The next meeting of The Agency Governance Committee is to be determined.

**VILLAGE OF ENDICOTT
R#19-22
PILOT- 1405 E. Main St**

RESOLVED, by the Village of Endicott Board of Trustees that the attached Payment in Lieu of Taxes (PILOT) schedule for 1405 E. Main St is hereby approved;

AND BE IT FURTHER RESOLVED,
This Resolution shall take effect immediately.

A motion to approve was made by Trustee Konecny and seconded by Trustee Coppola

	Ayes – 3	Nays –2	Absent -0
Roll Call			
	Mayor Bertoni- Aye	Jackson –Nay	Konecny – Aye
	Chapman-Nay	Coppola – Aye	

This Resolution R#19-22 was adopted at the Regular Meeting of the Village of Endicott Board of Trustees held on July 9, 2019

Janice Orlando
Deputy Clerk Treasurer
Village of Endicott

PILDT Estimates
 1435-1439 Main Street
 PINAL 06/10/19

Current AV
 Ann. Tax Increase

\$250,000.00
 2.00%

DEVELOPER ESTIMATE
 Marchuska FHV
 Equalization Rate

\$950,000
 4.25%

Period	Year	Project TV No PILDT	Town/County 16.57%	Village 31.57%	School 51.91%	Estimated Tax No PILDT	Town/County 16.57%	Village 31.57%	School 51.91%	ANNUAL PILDT PAYMENT
1	2019	\$10,625.00	\$2,250.85	\$4,301.41	\$7,072.74	\$13,625.00	\$2,250.85	\$4,301.41	\$7,072.74	\$13,625.00
2	2020	\$10,625.00	\$2,295.87	\$4,387.44	\$7,214.19	\$13,887.50	\$2,290.85	\$4,301.41	\$7,072.74	\$13,625.00
3	2021	\$10,625.00	\$2,341.78	\$4,475.19	\$7,358.48	\$14,175.45	\$2,290.85	\$4,301.41	\$7,072.74	\$13,625.00
4	2022	\$40,375.00	\$9,076.76	\$17,345.83	\$28,521.45	\$54,944.04	\$2,250.85	\$4,301.41	\$7,072.74	\$13,625.00
5	2023	\$40,375.00	\$9,258.29	\$17,692.75	\$29,091.88	\$56,042.93	\$2,250.85	\$4,301.41	\$7,072.74	\$13,625.00
6	2024	\$40,375.00	\$9,443.46	\$18,046.61	\$29,673.72	\$57,163.78	\$2,250.85	\$4,301.41	\$7,072.74	\$13,625.00
7	2025	\$40,375.00	\$9,632.33	\$18,407.54	\$30,267.19	\$58,307.06	\$3,777.30	\$7,218.48	\$11,869.22	\$22,865.00
8	2026	\$40,375.00	\$9,824.97	\$18,775.69	\$30,872.54	\$59,473.20	\$3,777.30	\$7,218.48	\$11,869.22	\$22,865.00
9	2027	\$40,375.00	\$10,021.47	\$19,151.20	\$31,489.99	\$60,662.66	\$3,777.30	\$7,218.48	\$11,869.22	\$22,865.00
10	2028	\$40,375.00	\$10,221.90	\$19,534.23	\$32,119.79	\$61,875.92	\$3,777.30	\$7,218.48	\$11,869.22	\$22,865.00
11	2029	\$40,375.00	\$10,426.34	\$19,924.91	\$32,762.18	\$63,113.44	\$6,235.90	\$11,955.14	\$19,657.62	\$37,868.66
12	2030	\$40,375.00	\$10,634.87	\$20,323.41	\$33,417.43	\$64,375.70	\$6,235.90	\$11,955.14	\$19,657.62	\$37,868.66
13	2031	\$40,375.00	\$10,847.56	\$20,729.88	\$34,085.78	\$65,663.22	\$6,235.90	\$11,955.14	\$19,657.62	\$37,868.66
14	2032	\$40,375.00	\$11,064.52	\$21,144.48	\$34,767.49	\$66,976.48	\$6,235.90	\$11,955.14	\$19,657.62	\$37,868.66
15	2033	\$40,375.00	\$11,285.81	\$21,567.37	\$35,462.84	\$68,316.01	\$6,235.90	\$11,955.14	\$19,657.62	\$37,868.66
16	2034	\$40,375.00	\$11,511.52	\$21,998.71	\$36,172.10	\$69,682.33	\$8,633.64	\$16,499.03	\$27,129.07	\$52,261.74
17	2035	\$40,375.00	\$11,741.75	\$22,438.69	\$36,895.54	\$71,075.98	\$8,633.64	\$16,499.03	\$27,129.07	\$52,261.74
18	2036	\$40,375.00	\$11,976.59	\$22,887.46	\$37,633.45	\$72,487.50	\$8,633.64	\$16,499.03	\$27,129.07	\$52,261.74
19	2037	\$40,375.00	\$12,216.12	\$23,345.21	\$38,386.12	\$73,947.45	\$8,633.64	\$16,499.03	\$27,129.07	\$52,261.74
20	2038	\$40,375.00	\$12,460.44	\$23,812.11	\$39,153.84	\$75,426.40	\$8,633.64	\$16,499.03	\$27,129.07	\$52,261.74
			\$188,533.19	\$360,290.12	\$392,418.75	\$1,141,242.06	\$104,588.45	\$199,870.30	\$328,643.25	\$633,102.00

Proposed PILDT: Reaches full assessment in year 21

Memo

To: Stacey Duncan, Executive Director, The Agency

From: Rachel Bowers, Elan Planning, Design and Landscape Architecture, PLLC

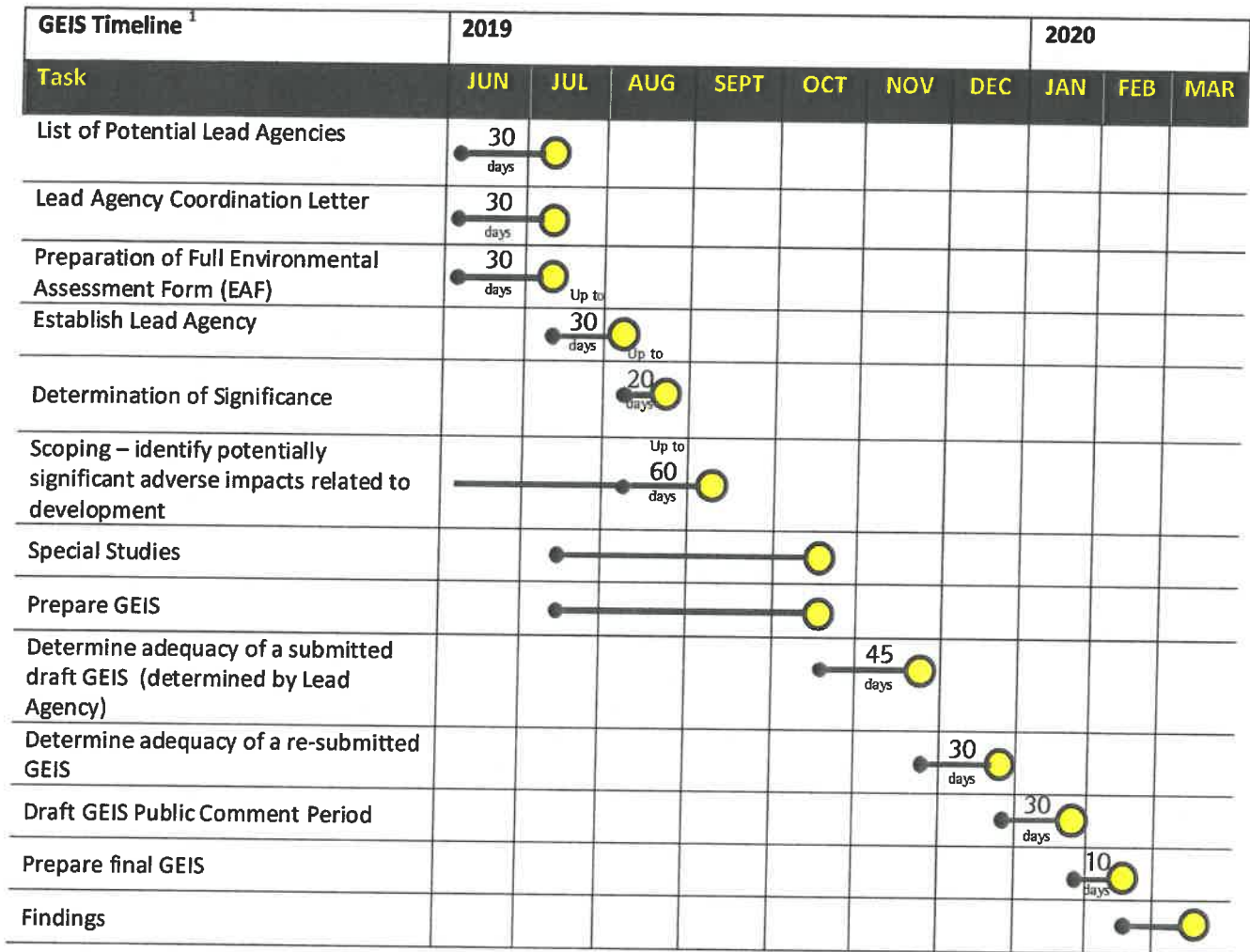
cc: Lisa Nagle, Elan Planning, Design and Landscape Architecture, PLLC
Natalie Abbadessa, Business and Workforce Development Director, The Agency

Date: June 25, 2019

Re: BAE GEIS Schedule

STEP	REQUIRED CALANDER DAYS (as stated in 6 NYCRR Part 617.10 (a))	STARTING DATE	TARGET DATE	FINAL DATE
SEQR Lead Agency Determination Prep				
List of Potential Lead Agencies	30	Monday June 17, 2019	N/A	Tuesday July 16, 2019
Lead Agency Coordination Letter	30	Monday June 17, 2019	N/A	Tuesday July 16, 2019
Preparation of Full Environmental Assessment Form (EAF)	30	Monday June 17, 2019	N/A	Tuesday July 16, 2019
SEQR Timeline				
Establish Lead Agency	Up to 30	Thursday July 18, 2019	Friday August 9, 2019	Saturday August 17, 2019
Determination of Significance	Up to 20	Saturday August 17, 2019	Friday August 23, 2019	Friday September 6, 2019
Scoping – identify potentially significant adverse impacts related to development. Closely coordinate with Involve and Interested Parties to shorten window	Up to 60	Saturday August 17, 2019	Tuesday September 3, 2019	Wednesday October 16, 2019
Special Studies	No Set Time Frame	Thursday July 18, 2019	N/A	Wednesday October 16, 2019
Prepare DGEIS	No Set Time Frame	Thursday July 18, 2019	N/A	Wednesday October 16, 2019

Determine adequacy of a submitted draft GEIS (Determined by Lead Agency)	45	Wednesday October 16, 2019	N/A	Saturday November 30, 2019
Determine adequacy of a re-submitted GEIS (not required if initial is adequate, most likely required)	30	Saturday November 30, 2019	N/A	Monday December 30, 2019
GEIS Public Comment Period/Public Hearing	30 (minimum)	Monday December 30, 2019	N/A	Wednesday January 29, 2020
Prepare Final GEIS	10 (minimum)	Wednesday January 29, 2020	N/A	Saturday February 8, 2020
Findings – each involved agency must prepare their own findings	Variable	Saturday February 8, 2020	N/A	Tuesday March 31, 2020



¹ Timeline reflects start date and target date

PAULUS DEVELOPMENT

July 5, 2019

VIA ELECTRONIC MAIL

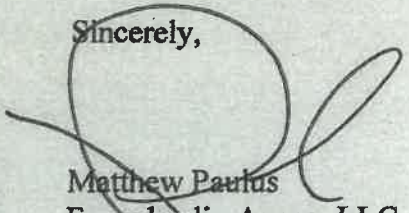
Broome County Industrial Development Agency
FIVE South College Drive
Suite 201
Binghamton, NY 13905
Attn: Executive Director

RE: Sales Tax Exemption Extension Request

Ms. Duncan,

The Sales Tax Exemption for Freewheelin Ansko, LLC expired on June 15, 2019. I write to request an extension of the Sales Tax Exemption for Freewheelin ANSCO, LLC from June 15, 2019 until December 31, 2019.

Sincerely,



Matthew Paulus
Freewheelin Ansko, LLC
225 Wilkinson St.
Syracuse, NY 13204

Cc: Joseph B. Meagher, Esq.
Thomas, Collison & Meagher
1201 Monroe Street
P.O. Box 329
Endicott, New York 13761-0329

Gerald Stack, Esq.
Barclay Damon, LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS ECONOMIC DEVELOPMENT SERVICES AGREEMENT (the "Agreement") is made as of July _____, 2019 by and between the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and 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") and the VILLAGE OF JOHNSON CITY, a municipal corporation organized and existing under the laws of the State of New York, with an office for the transaction of business located at 243 Main Street, Johnson City, New York 13790 (the "Village") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Agency was created pursuant to Section 895-a of the General Municipal Law of the State of New York for the purpose of promoting employment opportunities and economic development within Broome County, New York.

WHEREAS, the Agency is the lead economic development organization for Broome County, New York; and

WHEREAS, the Village desires to retain the services of the Agency as an independent contractor to assist it with economic development opportunities on behalf of the citizens of the Village.

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

1. The Village agrees to retain the Agency as an independent contractor to perform economic development services on its behalf as more fully described in Exhibit "A" attached

hereto.

2. CONSIDERATION: In consideration of the services outlined in Exhibit "A" attached hereto, the Village agrees to pay to the Agency the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), per year, in quarterly installments of SIX THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$6,250.00), the first of which shall be due and payable upon execution of this Agreement.

3. TERM: The term of this Agreement shall be one (1) year, commencing as of _____ 1, 2019 and terminating on _____, 2020. This Agreement may be terminated by either Party on thirty (30) days' written notice to the other Party to be delivered by first class mail.

4. REPORTS: The Agency agrees to provide a report of its activities on behalf of the Village to the Village Board on a quarterly basis and to engage with the office of the Village Mayor on an "as needed" basis.

5. EMPLOYMENT STATUS: The activities of the Agency shall be performed by Agency staff who shall, at all times, be deemed to be employees of the Agency and not employees of the Village.

6. INDEMNIFICATION AND HOLD HARMLESS: The Agency hereby agrees to indemnify, defend and hold harmless the Village from any and all claims for liability, loss or damage resulting from or arising out of the Agency's breach of any covenant, obligation or agreement contained herein.

7. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the Parties. Any change, modification or waiver must be made in writing and executed by both Parties.

8. ASSIGNMENT: Neither Party shall have the right to assign any rights or

obligations under this Agreement.

9. GOVERNING LAW: This Agreement shall be subject to and governed by the laws of the State of New York.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Real Estate Agreement of Sale as of the date first above written.

BROOME COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Stacey M. Duncan, Executive Director

VILLAGE OF JOHNSON CITY

By: _____
Greg Deemie, Mayor

EXHIBIT "A"

ECONOMIC DEVELOPMENT SERVICES TO BE RENDERED

The economic development services to be rendered by the Agency include, but are not limited to, the following: (1) coordination of Federal, State and Village resources in connection with economic development projects; (2) regular communication with the Village Mayor, members of the Village Board, and the heads of Village Departments regarding the status of ongoing economic development initiatives; (3) representation of Village interests and interaction with Federal, State and Village government officials and private industry; and (4) assistance with applications for obtaining and managing economic development grants.

Windsor Central School District

Dr. Jason A. Andrews

Superintendent of Schools

1191 NY Route 79

Windsor, New York 13865

607- 655-8216

607- 655-3553 (fax)

E-mail: jandrews@windsor-csd.org



Joseph Meagher, Esq.

Thomas, Collison & Meagher

1201 Monroe Street

Endicott, NY 13760

Attorney Meagher:

As you are aware, the Windsor Central School District was placed in a particular hardship by an early removal of 265 Industrial Park Drive from the exempt portion of the Town of Kirkwood Assessment Roll. The District has learned that you, on behalf of the IDA, have negotiated a potential settlement with the Owners (and potentially with the Assessor), to place the property back on the exempt portion before July 1, 2019. It is my understanding that such settlement includes a modification of a PILOT or potentially a new PILOT.

The District supports this settlement agreement, as it places the property back on the exempt portion of the Roll and resolves a looming budgeting dilemma for the District for this upcoming school year. The District encourages the IDA to accept this settlement.

I hope that the IDA continues to work with and communicate with School Districts and other municipalities in our County.

Sincerely

A handwritten signature in blue ink that reads "Jason A. Andrews". The signature is fluid and cursive, with the first name "Jason" being the most prominent.

Jason A. Andrews, Ed.D.

Superintendent of Schools

Sent via e-mail to: jmeagher@tcmslaw.com

Carrie Hornbeck

From: Joe Meagher <jmeagher@tcmslaw.com>
Sent: Thursday, June 27, 2019 3:38 PM
To: Carrie Hornbeck; Tom Gray; Stacey Duncan; John Bernardo
Subject: FW: town of kirkwood

Please forward to the board.

Joseph B. Meagher
Thomas Collison & Meagher
1201 Monroe Street
Endicott, NY 13760
Phone: (607) 754-0410
Fax: (607) 484-9641

From: Gordi Kniffen <gordi@townofkirkwood.org>
Sent: Thursday, June 27, 2019 3:25 PM
To: Joe Meagher <jmeagher@tcmslaw.com>
Cc: Scott Snyder <scott@townofkirkwood.org>
Subject: town of kirkwood

The Town of Kirkwood supports the agreement between the agency and the owner of 265 Industrial Park Drive to place the property on the exempt portion of the roll before July 1, 2019.

Gordi kniffen
Supervisor Town of Kirkwood

AMENDMENT
TO
PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AMENDMENT TO PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of July _____, 2019, is by and between 265 INDUSTRIAL PARK DRIVE, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York, with a mailing address of P.O. Box 2, Kirkwood, New York 13795 (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 have entered into a Payment-in-Lieu-of-Tax Agreement dated as of August 31, 2017 covering real property more particularly described in Exhibit "A" attached hereto (the "PILOT Agreement"); and

WHEREAS, the Parties now desire to amend the terms of the PILOT Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

1. Exhibit "B" of the PILOT Agreement is hereby amended to read as set forth in Exhibit "B" attached hereto.

2. In all other respects, the 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 forth hereinabove.

265 INDUSTRIAL PARK DRIVE, LLC

BROOME COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Todd Grubham, Member

By: _____
Stacey M. Duncan, Executive Director

STATE OF NEW YORK :
: ss.:
COUNTY OF BROOME :

On this _____ day of July, 2019, before me, the undersigned, personally appeared STACEY M. DUNCAN, 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 :
: ss.:
COUNTY OF BROOME :

On this _____ day of July, 2019, before me, the undersigned, personally appeared TODD GRUBHAM, 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

EXHIBIT "A"

(SEE ATTACHED LEGAL DESCRIPTION)

PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Kirkwood, County of Broome, State of New York, bounded and described as follows:

Beginning at a point on the Southerly boundary of a proposed roadway, said point being 80 feet distant Southwesterly measured at right angles from the Southwesterly boundary of Interstate Route 81 and the last mentioned point being 1,482± feet distant Southeasterly measured along the Southwesterly boundary of Interstate Route 81 from the intersection with the Southeasterly boundary of Colesville Road extension; thence S 41° 18' 00" E along the Southwesterly boundary of a proposed roadway a distance of 203.97 feet to a point; thence continuing Southeasterly along the last mentioned roadway boundary on a curve to the left with a radius of 440 feet a distance of 141.56 feet to a point; thence continuing along the last mentioned roadway boundary S 59° 44' 00" E a distance of 812.06 feet to a point; thence continuing Southwesterly along the last mentioned roadway boundary on a curve to the right with a radius of 390 feet a distance of 319.80 feet to a point; thence S 12° 45' 00" E along the Westerly boundary of the last mentioned roadway a distance of 221.54 feet to a point; thence continuing Southerly along the last mentioned roadway boundary on a curve to the right with a radius of 360 feet a distance of 71.83 feet to a point; thence continuing along the Westerly boundary of a proposed roadway S 01° 19' 04" E a distance of 465.60 feet to a point; thence continuing Southerly along the last mentioned roadway boundary on a curve to the right with a radius of 360 feet a distance of 252.62 feet to a point; thence N 51° 25' 41" W a distance of 2,051.90 feet to a point; thence N 38° 34' 19" E; 780.99 feet to the point of beginning.

Excepting and reserving the following two parcels of land:

(1) **ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Kirkwood, County of Broome, State of New York, bounded and described as follows:**

Beginning at a point 80 feet distant Southwesterly measured at right angles from the Southwesterly boundary of Interstate Route 81, the last mentioned point being 1,482± feet distant southeasterly measured along the Southwesterly boundary of Interstate Route 81 from the intersection with the Southeasterly boundary of Colesville Road extension;

Thence S 41° 18' 00" E parallel and 80 feet distant from the Southwesterly boundary of Interstate Route 81 a distance of 203.97 feet to a point;

Thence continuing Southeasterly on a curve to the left with a radius of 440 feet a distance of 141.56 feet to a point on the Southwesterly boundary of a proposed roadway;

Thence N 59° 44' 00" W a distance of 33.31 feet to a point;

Thence continuing Northwesterly on a curve to the right with a radius of 440 feet a distance of 117.41 feet to a point;

Thence continuing N 44° 26' 42" W a distance of 193.15 feet to a point;

The last three courses to be a portion of the southerly boundary of the public roadway lying between the premises of party of the first part and said Interstate Route 81;

Thence N 38° 34' 19" E a distance of 20.70 feet to the point of beginning.

(2) ALL THAT TRACT OR PARCEL OF LAND in the Town of Kirkwood, County of Broome, and State of New York, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with cap on the existing Westerly boundary of Perimeter Road (C.R. #317), said rebar being Southeasterly, Southwesterly, Southeasterly and Southerly from the Southeasterly boundary of Colesville Road Extension (C.R. #74) at its intersection with the Southwesterly boundary of N.Y.S. Route 17 and Interstate Route 81 the following three (3) courses and distances: (1) Southeasterly along the Southwesterly boundary of said N.Y.S. Route 17 and Interstate Route 81, a distance of 1,482 feet more or less to a point; (2) thence Southwesterly across said Perimeter Road, a distance of 80 feet to a point; (3) thence Southeasterly and Southerly along the Southwesterly and Westerly boundary of said Perimeter Road, a distance of 1,594.67 feet to the POINT OR PLACE OF BEGINNING; RUNNING THENCE Southerly along the last mentioned boundary the following four (4) courses and distances; (1) South 12 degrees 45 minutes 00 seconds East, a distance of 104.26 feet to a 5/8 inch rebar with cap at a point of curvature; (2) thence on a curve to the right having a radius of 360.00 feet, an arc distance of 71.83 feet to a 5/8 inch rebar with cap at a point of tangency, said curve being subtended by a chord having a bearing of South 07 degrees 02 minutes 02 seconds East and a length of 71.71 feet; (3) thence South 01 degrees 19 minutes 04 seconds East, a distance of 465.60 feet to a 5/8 inch rebar with cap at a point of curvature; (4) thence on a curve to the right having a radius of 360.00 feet, an arc distance of 252.62 feet to a 5/8 inch rebar with cap at its intersection with the division line between the property owned by The Singer Company, Link Flight Simulation Division (General Precision, Inc.) on the Northeast, and the property now or formerly owned by New Industries for Broome Inc. on the Southwest, the last mentioned curve being subtended by a chord having a bearing of South 18 degrees 47 minutes 06 seconds West and a length of 247.47 feet; thence North 51 degrees 25 minutes 41 seconds West along said division line, a distance of 515.00 feet to a 5/8 inch rebar with cap; thence North 38 degrees 34 minutes 19 seconds East through the property owned by said (General Precision, Inc.), a distance of 705.43 feet to the POINT OR PLACE OF BEGINNING.

PARCEL 2

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Kirkwood, Broome County, New York, described as follows: Beginning at a new iron pin set on the division line between the property of General Precision, Incorporated (reputed owner) on the northeast, and the property of New Industries for Broome, Inc. (reputed owner) on the southwest, said iron pin being 490.0 feet distant south 51° 25' 41" east, measured along said division line from its intersection with the division line between the property of said General Precision, Incorporated (reputed owner) on the southeast and the property of said New Industries for Broome, Inc. (reputed owner) on the northwest; thence south 51° 25' 41" east, along the division line between the property of said General Precision, Incorporated (reputed owner) on the northeast, and the property of said New Industries for Broome, Inc. (reputed owner) on the southwest, a distance of 720.0 feet to a new iron pin; thence south 38° 34' 19" west, through the property of said New Industries for Broome, Inc. (reputed owner), a distance of 754.4 feet to a new iron pin set on the northeasterly boundary of said County Road No. 317; thence along the last mentioned boundary the following three courses and distances: North 58° 04' 08" west, a distance of 329.8 feet to a new iron pin; thence on a curve to the right, having a radius of 360.0 feet, a distance of 107.1 feet to a new iron pin; thence north 41° 01' 49" west, a distance of 290.6 feet to a new iron pin; thence north 38° 34' 19" east, through the property of said New Industries for Broome, Inc. (reputed owner), a distance of

736.6 feet to the point of beginning, being 12.8 acres more or less. All bearings referred to True North.

This conveyance is made subject to all easements and restrictions of record including the following:

1. Unrecorded easement given to American Telephone & Telegraph Company dated August 6, 1923.
2. Easement given to New York State Electric & Gas Corporation recorded in the Broome County Clerk's Office on November 16, 1965 in Book 1098 of Deeds at Page 691.
3. Easement given to New York Telephone Company recorded in the Broome County Clerk's Office on April 9, 1973 in Book 1199 of Deeds at Page 1083.
4. Agreement with New York Telephone Company recorded in the Broome County Clerk's Office on February 6, 1975 in Book 1223 of Deeds at Page 86.
5. Easement given to New York Telephone Company recorded in the Broome County Clerk's Office on March 19, 1986 in Book 1519 of Deeds at Page 122.
6. Declaration of Protective Covenants recorded in the Broome County Clerk's Office on August 4, 1964 in Book 1081 at Page 887.
7. Easement given to New York State Electric & Gas Corporation recorded in the Broome County Clerk's Office on June 25, 1965 in Book 1092 of Deeds at Page 982.
8. Easement given to Columbia Gas of New York, Inc. recorded in the Broome County Clerk's Office on January 4, 1966 in Book 1100 of Deeds at Page 365.
9. Easement given to New York State Electric & Gas Corporation recorded in the Broome County Clerk's Office on October 28, 1992 in Book 1815 of Deeds at Page 1168.

EXHIBIT “B”

(SEE ATTACHED AMENDED PILOT PAYMENT SCHEDULE)

265 AND 121 INDUSTRIAL PARK DRIVE PILOT SCHEDULE

YEAR	Original PILOT		Proposed Amended
	Full Taxes	Payment	
2018	\$425,106.00	\$275,943.07	\$275,943.07
2019	\$433,608.12	\$275,943.07	\$275,943.07
2020	\$442,280.28	\$275,943.07	\$275,943.07
2021	\$451,125.89	\$278,702.50	\$148,087.00 plus 7.02% of the 2020 gross rents
2022	\$460,148.41	\$281,489.53	\$150,901.90 plus 7.02% of the 2021 gross rents
2023	\$469,351.37	\$284,304.42	\$153,744.94 plus 7.02% of the 2022 gross rents
2024	\$478,738.40	\$287,147.47	\$156,616.41 plus 7.02% of the 2023 gross rents
2025	\$488,313.17	\$290,018.94	\$159,516.60 plus 7.02% of the 2024 gross rents
2026	\$498,079.43	\$292,919.13	\$162,445.79 plus 7.02% of the 2025 gross rents
2027	\$508,041.02	\$295,848.32	\$165,404.28 plus 7.02% of the 2026 gross rents
2028	\$518,201.84	\$301,765.29	\$168,421.93 plus 7.02% of the 2027 gross rents
2029	\$528,565.88	\$307,800.59	\$171,499.94 plus 7.02% of the 2028 gross rents
2030	\$539,137.20	\$313,956.60	\$174,639.50 plus 7.02% of the 2029 gross rents
2031	\$549,919.94	\$320,235.74	\$177,841.86 plus 7.02% of the 2030 gross rents
2032	\$560,918.34	\$326,640.45	\$181,108.26 plus 7.02% of the 2031 gross rents
2033	\$572,136.71	\$333,173.26	\$184,440.00 plus 7.02% of the 2032 gross rents
2034	\$583,579.44	\$339,836.73	\$187,838.36 plus 7.02% of the 2033 gross rents
2035	\$595,251.03	\$346,633.46	\$191,304.70 plus 7.02% of the 2034 gross rents
2036	\$607,156.05	\$353,566.13	\$194,840.36 plus 7.02% of the 2035 gross rents
2037	\$619,299.17	\$360,637.45	\$198,446.74 plus 7.02% of the 2036 gross rents
	\$10,328,957.69	\$6,142,505.21	\$3,754,927.79

****Each year after 2021 the base of \$148,087 will increase by 1%**

*****PILOT payments in any year will be capped at the amount that would have been due under the original PILOT for that year.**