

## Ruberto, Laura

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**From:** Ruberto, Laura  
**Sent:** Thursday, January 07, 2021 11:42 AM  
**To:** Paul Smith  
**Cc:** 'Anthony J. Picente'; Carvelli, Anthony; 'Brian N Scala'; 'mhead@wboro.org'; 'maynardfiredepartment@gmail.com'; 'scollver@roadrunner.com'; 'Shawna Papale'; Romano, Linda; 'Joseph E. Saunders'; 'Steven J. Dimeo'; 'bellair@wboro.org'; 'jmuller@wboro.org'; Pilbeam, Kathy; Padron, Daisy; 'ginaschillaci.taxcollector@townofmarcy.org'  
**Subject:** PILOT filing: EDGE Customer Substation/Marcy Nanocenter Project  
**Attachments:** PILOT Filing Marcy Nano Electrical Substation(11838975.1).pdf

Good morning; please see attached correspondence, Application for Real Property Tax Exemption and PILOT Agreement filed by Oneida County Industrial Development Agency relating to the Marcy Nanocenter Electrical Substation Facility.

Kindly acknowledge receipt of this filing and return to me a scanned copy of the signed RP-412-a once processed by your office.

Best regards,  
Laura

**Laura S. Ruberto**

Paralegal  
Business  
315.738.1223 Direct  
315.724.2074 Fax  
[lruberto@bsk.com](mailto:lruberto@bsk.com)



501 Main Street, Utica, NY 13501-1245

***Our firm offices are open but I continue to work remotely. To preserve attorney confidentiality and to ensure responsiveness, please contact me by Bond email.***

This email is ONLY for the person(s) named in the message header. Unless otherwise indicated, it contains information that is confidential, privileged or exempt from disclosure under applicable law. If you have received it in error, please notify the sender of the error and delete the message.

IRS regulations require us to notify you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code. If you want a further description of this requirement, go to <https://www.bsk.com/disclaimer>.

**LAURA S. RUBERTO**  
lruberto@bsk.com  
P: 315.738.1223  
F: 315.724.2074

January 7, 2021

**VIA ELECTRONIC MAIL**  
**DELIVERY RECEIPT REQUESTED**

Paul E. Smith, Assessor  
Town of Marcy  
8801 Paul Becker Road  
Marcy, New York 13403

Re: *Oneida County Industrial Development Agency 2020 Real Estate Lease  
(Marcy Nanocenter Electrical Substation Facility)*

Dear Mr. Smith:

Attached you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced lease-leaseback transaction between Oneida County Industrial Development Agency (the "Agency") and Economic Development Growth Enterprises Corporation. Attached to the Application is a copy of the Payment in Lieu of Tax Agreement.

We call your attention to the fact that (i) the IDA's interest in the Redundant Feed is scheduled to expire on December 31, 2031, unless otherwise amended by the parties and (ii) the IDA's interest in the Facility is scheduled to expire on December 31, 2069, unless otherwise amended by the parties. Please make note of these dates in your system, as this is the only notice you will receive of when the IDA interests will terminate.

**Once you have processed the RP-412-a Application, kindly return to us a copy that contains the signature of the Assessor.** Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Laura S. Ruberto  
Paralegal

Attachments

cc: Attached Distribution List

**Distribution List**

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501  
[apicente@ocgov.net](mailto:apicente@ocgov.net)

Anthony R. Carvelli  
Commissioner of Finance  
Oneida County Finance Department  
800 Park Avenue  
Utica NY 13501  
[carvelli@ocgov.net](mailto:carvelli@ocgov.net)

Kathy Pilbeam, Director  
Real Property Tax Services  
Oneida County  
800 Park Avenue  
Utica, New York 13501  
[kpilbeam@ocgov.net](mailto:kpilbeam@ocgov.net)

County of Oneida  
Receiver of Taxes  
800 Park Avenue  
Utica, New York 13501  
[dpadron@ocgov.net](mailto:dpadron@ocgov.net)

Brian N. Scala, Supervisor  
Town of Marcy  
8801 Paul Becker Road  
Marcy, New York 13403  
[Brian.Scala@townofmarcy.org](mailto:Brian.Scala@townofmarcy.org)

Gina M. Schillaci, Tax Collector  
Town of Marcy  
P.O. Box 220  
Marcy, New York 13403  
[ginaschillaci.taxcollector@townofmarcy.org](mailto:ginaschillaci.taxcollector@townofmarcy.org)

Michael Head, President  
Board of Education  
Whitesboro Central School District  
65 Oriskany Blvd. Suite 1  
Whitesboro, NY 13492  
[mhead@wboro.org](mailto:mhead@wboro.org)

Brian Bellaire  
Superintendent of Schools  
Whitesboro Central School District  
65 Oriskany Blvd. Suite 1  
Whitesboro, NY 13492  
[bellair@wboro.org](mailto:bellair@wboro.org)

Joseph Muller  
Assistant Superintendent for Business  
Whitesboro Central School District  
65 Oriskany Blvd. Suite 1  
Whitesboro, NY 13492  
[jmuller@wboro.org](mailto:jmuller@wboro.org)

Susan Collver, President  
Board of Trustees  
Dunham Public Library  
76 Main Street, #1027  
Whitesboro NY 13492  
[scollver@roadrunner.com](mailto:scollver@roadrunner.com)

Debbie Monaghan, President  
Maynard Fire District  
9900 Maynard Drive  
Marcy NY 13403  
[maynardfiredepartment@gmail.com](mailto:maynardfiredepartment@gmail.com)

## Ruberto, Laura

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**From:** Mail Delivery System <MAILER-DAEMON@digitaltowpath.org>  
**To:** psmith.assessor@townofmarcy.org  
**Sent:** Thursday, January 07, 2021 11:42 AM  
**Subject:** Relayed: PILOT filing: EDGE Customer Substation/Marcy Nanocenter Project

This is the mail system at host mail.digitaltowpath.org.

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<ginaschillaci.taxcollector@townofmarcy.org>: alias expanded

<psmith.assessor@townofmarcy.org>: delivery via  
mail.digitaltowpath.org[192.168.20.253]:7025: 250 2.1.5 Delivery OK



**Message Headers**



**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 Oneida County Industrial Development Agency  
 Street 584 Phoenix Drive  
 City Rome NY 13441  
 Telephone no. Day (315) 338-0393  
 Evening ( ) \_\_\_\_\_  
 Contact Shawna Papale  
 Title Executive Director

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

(If more than one occupant attach separate listing)

Name Economic Development Growth Enterprise  
 Street 584 Phoenix Drive  
 City Rome NY 13441  
 Telephone no. Day ( 315 ) 338-0393  
 Evening ( ) \_\_\_\_\_  
 Contact Steven J. DiMeo  
 Title President

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year) 293.000-1-48.1; 293.000-1-48.2
- b. Street address Edic Road
- c. City, Town or Village Marcy
- d. School District Whitesboro Central SD
- e. County Oneida
- f. Current assessment \_\_\_\_\_
- g. Deed to IDA (date recorded; liber and page)  
Memo of Lease 12/29/20 #R2020-001546  
Memo of License 12/29/20 #R2020-001545

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

- a. Brief description (include property use) See attached
- b. Type of construction \_\_\_\_\_
- c. Square footage See attached
- d. Total cost See attached
- e. Date construction commenced \_\_\_\_\_
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
December 31, 2069

**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 Company will pay no taxes on the Redundant Feed for ten years, and no taxes on the Facility for 49 years. See PILOT Agreement attached hereto.
- b. Projected expiration date of agreement December 31, 2069

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Mohawk Valley EDGE  
 Title Steven J. DiMeo, President  
 Address 584 Phoenix Drive  
Rome NY 13441

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

If "No" identify owner and explain IDA rights or interest Telephone 315-338-0393  
 in an attached statement. IDA owns license and/or leasehold interest.

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 SUNY land assessment roll year all

7. A copy of this application, including all attachments, has been mailed or delivered on 1/7/2021 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, David C. Grow, Chairman of Oneida County Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

December 11, 2020  
 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

## Exhibit A

Application for Real Property Tax Exemption  
(Form RP-412-a)

**Oneida County Industrial Development Agency  
Marcy Nanocenter Electrical Substation Facility**

1(b) Additional Occupant:

Niagara Mohawk Power Corporation  
300 Erie Boulevard West  
Syracuse NY 13202

4(a) Description of Facility:

(i) construction of a 1.4± mile long, dedicated, dual circuit 115 kV Interconnection (the "Interconnection") that extends from National Grid's Edic Substation, at its northerly terminus, to a new, 115 kV/34.5 kV EDGE-owned customer substation on the Marcy Nanocenter Site (the "Customer Substation"), at its southerly terminus, which Customer Substation is situated on an adjoining 12.47± acre parcel of land located at 5815 Marcy SUNY Parkway and a 2.15± acre parcel of land owned by SUNY (collectively, the "Customer Substation Land" and, together with all other real property necessary to complete the Facility, the "Land"), which Interconnection consists of a (a) primary circuit or feed known as "Circuit 55" and (b) a redundant lateral circuit or feed known as "Circuit 66" (the "Redundant Feed") and has the capability of providing approximately 400 MW of power to the Marcy Nanocenter Site (upon the full build-out thereof) and (ii) construction of an underground duct bank (the "UG Duct Bank") that runs from manholes 3 & 4 at the Customer Substation (that are to be constructed as part of the UG Duct Bank construction project) along the access road and across the Ring Road where it will enter the Cree Lease Parcel 1 and terminate at manholes 5 & 6 (that are to be constructed as part of the UG Duct Bank construction project), all for the purpose of providing electrical service to support Cree, Inc. and other future permitted end users that would locate at Marcy Nanocenter Site.

4(d) Total Cost of Facility:

Acquisition of Land	220,000
Site Preparation/Parking Lot Construction	1,674,000
Legal fees	225,000
Architectural/Engineering	2,250,000
Other *	19,625,000
<b>Total:</b>	<b>\$23,994,000.00</b>

\* Includes cost to acquire land (12.42 +/- acres for substation + 2.15 acre ground lease for substation annex + easements obtained for dual circuit 115 kv transmission line. In addition, EDGE completed all permitting, engineering, construction of dual circuit 115kv line through Northline Utilities. The Substation project include and site development for customer substation pad, steel for substation, general construction and all electrical equipment (transformers, switchgear, circuit breakers, substation equipment, disconnect switches and control house) Electrical duct bank to be constructed which will include empty duct bank and utility vaults.

PILOT AGREEMENT

ECONOMIC GROWTH DEVELOPMENT CORPORATION

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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PAYMENT-IN-LIEU-OF-TAX AGREEMENT

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Oneida County Industrial Development Agency  
2020 Leaseback Agreement  
(Marcy Nanocenter Electrical Substation Facility)

Oneida County, Town of Marcy, Whitesboro Central School District,  
Dunham Public Library District, Maynard Fire District

Tax Account Nos.: 293.000-1-48.1  
293.000-1-48.2



## PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of December 15, 2020, is by and between **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION**, a corporation duly organized and validly existing and in good standing under the laws of the State of New York, with an address of 584 Phoenix Drive, Rome, New York 13441 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

### W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the State of New York (the "State") has become a global research and development hub for the semiconductor and advanced electronics industry and, through the New York Center for Research, Economic Advancement, Technology, Engineering and Science Corp. d/b/a NY CREATES, is developing public-private and academic partnerships to secure industry-connected innovation and commercialization projects that attract new investment and create high technology jobs; and

WHEREAS, the Company has entered into various agreements with the State University of New York ("SUNY"), The Research Foundation for The State University of New York ("SUNY RF"), and Fort Schuyler Management Corporation ("FSMC") to oversee the development and global marketing of a 434± acre site located in the Town of Marcy, Oneida County, New York (the "Marcy Nanocenter Site") that is an integral component of the State's economic development investment strategy that leverages New York's advanced electronics ecosystem in the Capital Region in a manner which expands semiconductor and advanced electronics manufacturing in the Mohawk Valley Region thereby creating high technology jobs and indirect and induced job growth and other economic benefits anticipated to revitalize the Mohawk Valley Region's economy; and

WHEREAS, the New York State Urban Development Corporation d/b/a Empire State Development ("ESD"), National Grid (through its economic development programs) and other state and local funding partners have committed nearly \$130 million in funding to allow the Company to develop the Marcy Nanocenter Site as a shovel-ready site designed to meet time-to-market requirements for the global semiconductor and advanced electronics industry; and

WHEREAS, this collaborative investment of state and local stakeholders has allowed the Company to secure Cree, Inc. ("Cree"), a North Carolina Corporation, who has committed to constructing, owning and operating a new 200 mm capable SiC and GaN wafer fabrication facility on a portion of the Marcy Nanocenter Site, which is expected to result in the investment of at least \$1.2 billion and creation of 614 or more high technology jobs; and

WHEREAS, the Company has requested the Agency's assistance in connection with a project consisting of the (i) construction of a 1.4± mile long, dedicated, dual circuit 115 kV Interconnection (the "Interconnection") that extends from National Grid's Edic Substation, at its northerly terminus, to a new, 115 kV/34.5 kV the Company-owned customer substation on the Marcy Nanocenter Site (the "Customer Substation"), at its southerly terminus, which Customer Substation is situated on an adjoining 12.47± acre parcel of land located at 5815 Marcy SUNY Parkway and a 2.15± acre parcel of land owned by SUNY (collectively, the "Customer Substation Land" and, together with all other real property necessary to complete the Facility, the "Land"), which Interconnection consists of a (a) primary circuit or feed and (b) a redundant lateral circuit or feed (the "Redundant Feed") and has the capability of providing approximately 400 MW of power to the Marcy Nanocenter Site (upon the full build-out thereof) and (ii) construction of an underground duct bank (the "UG Duct Bank") that runs from manholes 3 & 4 at the Customer Substation (that are to be constructed as part of the UG Duct Bank construction project) along the access road and across the Ring Road where it will enter the Cree Lease Parcel 1 and terminate at manholes 5 & 6 (that are to be constructed as part of the UG Duct Bank construction project), all for the purpose of providing electrical service to support Cree, Inc. and other future permitted end users that would locate at Marcy Nanocenter Site. The Land, the Redundant Feed, the Customer Substation and the UG Duct Bank are collectively referred to as the "Facility" and the construction of the Facility is referred to as the "Project"); and

WHEREAS, under that certain Asset Purchase Agreement dated as of July 2, 2020 (the "Asset Purchase Agreement") between National Grid and the Company, the Company is obligated to pay National Grid with respect to the Redundant Feed, "an amount equal to the total of all associated property taxes (net present value of 10 years)" (the "Redundant Feed Taxes"); and

WHEREAS, in order to assist the Company with development of the Marcy Nanocenter Site, the Agency pursuant to (a) a license agreement (the "License Agreement") acquired from National Grid a license in the Redundant Feed and (b) a lease agreement (the "Lease Agreement") acquired a leasehold interest from the Company in the Customer Substation and the UG Duct Bank (the "Facility"); and

WHEREAS, the Agency has agreed to acquire the license in the Licensed Premises and the leasehold interest in the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, each of the Redundant Feed and the Facility will be exempt from real property taxes, general property taxes, general school district taxes, general assessments,

service charges or other governmental charges of a similar nature levied and/or assessed upon (a) the Redundant Feed or the interest therein of National Grid or the occupancy thereof by National Grid commencing March 1, 2021 (the "Redundant Feed Exempt Taxes") because the Agency holds a license in the Redundant Feed and (b) the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing March 1, 2021 (the "the Facility Exempt Taxes" and, with the Redundant Feed Exempt Taxes, collectively, the "Exempt Taxes"), because the Agency owns a leasehold interest in the Facility and (c) each of the Redundant Feed and the Facility will be used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company and the Agency have agreed that there will be no payments in lieu of Exempt Taxes to pay from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the Leaseback Agreement (the "Exemption Term"); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into this agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the Town of Marcy, or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, Whitesboro Central School District, Dunham Public Library District, Maynard Fire District, and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities" more particularly set forth on Schedule A attached hereto and made a part hereof) in which any part of the Redundant Feed or the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the License Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. the Company shall pay to the Taxing Authorities the following amounts relating to the Facility:

(a) all Exempt Taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. (a) the Company shall pay the following amounts in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year:

- i. With respect to the Redundant Feed: No Exempt Taxes during years one through and including ten, and one hundred percent of Exemption Taxes after year ten;
- ii. With respect to the Facility: No Exempt Taxes during years one through and including forty-nine, and one hundred percent of Exemption Taxes after year forty-nine.

(c) Anything herein to the contrary, notwithstanding, this Agreement shall terminate (i) as to that portion of the Facility comprising the Redundant Feed, on the date on which the License Agreement shall terminate and the Agency shall terminate its interest in the Redundant Feed pursuant to the License Agreement and (b) as to that portion of the Facility comprising the Facility on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its interest in the Facility pursuant to the Leaseback Agreement.

3. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on (a) the Redundant Feed licensed to the Agency by the License Agreement if the Agency did not own a license in the Redundant Feed and (b) the Facility leased to the Agency by the Leaseback Agreement if the Agency did not own a leasehold interest in the Facility.

4. This Agreement shall be binding upon the successors and assigns of the parties.

5. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not own a license in the Redundant Feed or a leasehold interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not own a license in the Redundant Feed or a leasehold interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's license of the Redundant Feed or lease of the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any

other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Company hereby unconditionally and irrevocably waives its right, if any, to apply for and/or receive the benefit of any other real property tax exemption with respect to the Redundant Feed or the Facility, including, without limitation, any real property tax exemption that may be available under Section 485-b and Section 485-e of the Real Property Tax Law.

6. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency and the Company, as the case may be, addressed as follows:

To the Agency: Oneida County Industrial Development Agency  
584 Phoenix Drive  
Rome, New York 13441-4105  
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC  
501 Main Street  
Utica, New York 13501  
Attn.: Linda E. Romano, Esq.

To the Company: Economic Development Growth Enterprises Corporation  
584 Phoenix Drive  
Rome, New York 13441-4105  
Attn.: President

With a Copy To: Saunders Kahler, L.L.P.  
185 Genesee Street, Suite 1400  
Utica, New York 13501  
Attn.: Joseph E. Saunders, Esq.

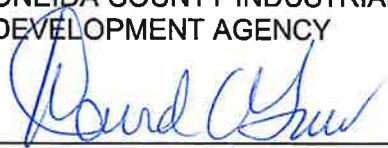
provided, that the Agency and the Company may, by notice given hereunder to the others, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]


IN WITNESS WHEREOF, the parties have executed this **PILOT AGREEMENT** as of the date first above written.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
David C. Grow  
Chairman

STATE OF NEW YORK                    )  
  : ss.:  
COUNTY OF ONEIDA                 )


On the 11<sup>th</sup> day of December 2020 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, 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

LORI L. PATRICK  
Notary Public, State of New York  
No. 01PA6034055  
Qualified in Oneida County  
My Commission Expires Dec. 6, 2021

SECOND SIGNATURE PAGE TO PILOT AGREEMENT  
(EDGE ELECTRICAL SUBSTATION FACILITY)

ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION

By:   
Steven J. DiMeo  
President

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ONEIDA )

On the 11<sup>th</sup> day of December 2020 before me, the undersigned a notary public in and for said state, personally appeared **Steven J. DiMeo**, 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

DAVID V. CICCONE  
Notary Public, State of New York  
Reg. No. 01C16401925  
Qualified in Herkimer County  
Commission Expires 12/16/2023



**SCHEDULE A**

**COUNTY OF ONEIDA**

Receiver of Taxes  
800 Park Avenue  
Utica, New York 13501

**TOWN OF MARCY**

Receiver of Taxes  
Town of Marcy  
8801 Paul Becker Road  
Marcy, New York 13403

**WHITESBORO CENTRAL SCHOOL DISTRICT**

Receiver of Taxes  
65 Oriskany Boulevard, Suite 1  
Whitesboro, New York 13492

**DUNHAM PUBLIC LIBRARY**

Receiver of Taxes  
76 Main Street, #1027  
Whitesboro, New York 13492

**MAYNARD FIRE DISTRICT**

Receiver of Taxes  
9900 Maynard Drive  
Marcy, New York 13403