

**LINDA E. ROMANO**  
lromano@bsk.com  
P: 315.738.1223  
F: 315.724.2074

November 12, 2018

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Joseph Surace, Assessor  
City of Rome  
198 North Washington Street  
Rome NY 13440

Re: *Oneida County Industrial Development Agency*  
*2018 Real Estate Lease (Deployed Resources, LLC Facility)*

Dear Mr. Surace:

Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced transaction. Attached to the Application is a copy of the Payment in Lieu of Tax Agreement. We direct your attention to the fact that all PILOT bills should be issued to Deployed Resources, LLC (the "Company").

As you are aware, the IDA owns fee title to the Land (as described in the PILOT Agreement) and leases it to Griffiss Local Development Corporation ("GLDC") pursuant to a Lease Agreement dated as of July 1, 2012 (the "Master Lease"). The Land is also subject to a PILOT Agreement between the IDA and GLDC dated as of July 1, 2012, the terms of which provide there are no PILOT Payments currently being made on this property. The enclosed PILOT Agreement requires the Company to make PILOT Payments with the first Exemption Year (City and County Year 2019, school year 2019 – 2020).

To accomplish a conveyance to the Company without interrupting the IDA's interest in the Facility, the transfers were structured as follows:

1. The IDA conveyed the property to Griffiss Local Development Corporation by deed dated November 7, 2018, which deed expressly states that the fee estate will not merge with the leasehold estate, and the property remains subject to the Master Lease.
2. GLDC conveyed the property to the Company by deed dated November 7, 2018, also subject to the Master Lease.

Joseph Surace  
November 12, 2018  
Page 2

3. The Company conveyed the Agency a leasehold interest in the Facility pursuant to a Lease Agreement dated November 7, 2018.
4. The Agency leased the Facility back to the Company pursuant to a Leaseback Agreement dated November 7, 2018.
5. After the IDA acquired a leasehold interest from the Company, the Agency and GLDC released the property from the Master Lease.

By preserving the leasehold estate under the Master Lease until after the Agency acquires a leasehold estate from an end user, the Agency will be able to convey fee title to an end user at the time said end user takes possession of a property. We believe this is an arrangement that will benefit all parties, as the property will be immediately returned to the taxable roll upon expiration or termination of the PILOT Agreement while generating new PILOT revenue for the taxing jurisdictions.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Linda E. Romano  
LER/lsr

Enclosures

cc: Attached Distribution List

**Distribution List**

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

Jacqueline M. Izzo, Mayor  
City of Rome  
Rome City Hall  
198 North Washington Street  
Rome, New York 13440

Anthony R. Carvelli  
Commissioner of Finance  
Oneida County Finance Department  
800 Park Avenue  
Utica NY 13501

David C. Nolan, City Treasurer  
City of Rome  
Rome City Hall  
198 North Washington Street  
Rome, New York 13440

Kathy Pilbeam, Director  
Real Property Tax Services  
Oneida County  
800 Park Avenue  
Utica, New York 13501

Paul Fitzpatrick, President  
Board of Education  
Rome City School District  
409 Bell Street  
Rome, New York 13440

County of Oneida  
Receiver of Taxes  
800 Park Avenue  
Utica, New York 13501

Peter C. Blake  
Superintendent of Schools  
Rome City School District  
409 Bell Street  
Rome, New York 13440

Receiver of Taxes  
Rome City School District  
Attn.: David Dreidel  
409 Bell Street  
Rome, New York 13440

7015 1730 0001 9912 5685

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee  
\$ 3.75

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$ 2.75

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

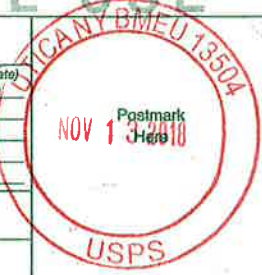
Postage  
\$ \_\_\_\_\_

**Total Postage and Fees**  
\$ \_\_\_\_\_

Sent To City of Rome Assessor

Street and Apt. No. or PO Box No. 198 North Washington St

City, State, ZIP+4® Rome NY 13540





**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 Deployed Resources, LLC  
 Street 164 McPike Road  
 City Rome NY 13441  
 Telephone no. Day ( 315 ) 281-0039  
 Evening ( ) \_\_\_\_\_  
 Contact Richard Stapleton  
 Title Member

**3. DESCRIPTION OF PARCEL**

a. Assessment roll description (tax map no./roll year)  
224.000-0001-006.001  
 b. Street address 162 McPike Road  
 c. City, Town or Village City of Rome

d. School District Rome City School District  
 e. County Oneida  
 f. Current assessment \_\_\_\_\_  
 g. Deed to IDA (date recorded; liber and page)  
Memo of Lease #R2018-001424 (11/9/18)

(see cover letter for complete history of deeds and leases)

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

a. Brief description (include property use) See Exhibit A attached hereto  
 b. Type of construction \_\_\_\_\_  
 c. Square footage See Exhibit A attached  
 d. Total cost See Exhibit A 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)  
June 30, 2029

**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 1/3 of taxes during years 1 - 5, 2/3 of taxes during years 6 - 10, and 100% of taxes thereafter. Annual PILOT Payments not to exceed certain fixed amounts, as described in the PILOT Agreement attached hereto.

b. Projected expiration date of agreement June 30, 2029

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 Deployed Resources LLC  
 Title Richard Stapleton, Member  
 Address 164 McPike Road  
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 in an attached statement. IDA owns a leasehold interest.

Telephone 315-281-0039

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 GML §874 assessment roll year 2012

7. A copy of this application, including all attachments, has been mailed or delivered on 11/12/2018 (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 \_\_\_\_\_  
 Name Title  
Oneida County Industrial Development Agency hereby certify that the information  
 Organization  
 on this application and accompanying papers constitutes a true statement of facts.

11/7/18  
Date

David C. Grow  
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  
(Deployed Resources, LLC Facility)**

4(a) Brief Description of Facility:

(a) acquisition of (i) a 32,000± square foot building ("Building 917"), (ii) an 8,000± square foot building ("Building 916") and (iii) an 8,000± square foot building ("Building 832") ("Building 917, Building 916 and Building 832 referred to collectively as the "Existing Improvements"), all situated on a 17± acre parcel of land located at 162 McPike Road, City of Rome, Oneida County, New York (the "Land"), (b) renovations to the Existing Improvements to convert Building 917 into a state of the art manufacturing facility, to create efficient warehouse space within Building 916 and retain Building 832 for research and development and light assembly projects; (c) construction of a 10,000± square foot addition to Building 917 to expand storage capability (the "Addition" and together with the Existing Improvements, the "Improvements") and (d) the acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of manufacturing shipping containers and custom metal fabrications (the Land, the Improvements and the Equipment is referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project")

4(d). Total Cost of Facility:

Acquisition of Land	\$ 50,000
Acquisition of Buildings	167,000
Renovation Costs	4,568,600
New Construction of Bldgs	1,711,000
Machinery and equipment	1,066,000
Fixtures	95,000
Installation Costs	220,000
Architectural/Engineering	310,000
Legal fees	22,000
<b>Total:</b>	<b>\$8,209,600.00</b>

DEPLOYED RESOURCES, LLC

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  
2018 Real Estate Lease  
(Deployed Resources, LLC Facility)

Oneida County, City of Rome, Rome City School District

Tax Account Nos.: 224.000-0001-006.001



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

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of November 7, 2018, is by and between **DEPLOYED RESOURCES, LLC**, a New York limited liability company with an address of 164 McPike Road, 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 Company has requested the Agency's assistance in connection with the (a) acquisition of (i) a 32,000± square foot building ("Building 917"), (ii) an 8,000± square foot building ("Building 916") and (iii) an 8,000± square foot building ("Building 832") ("Building 917, Building 916 and Building 832 referred to collectively as the "Existing Improvements"), all situated on a 17± acre parcel of land located at 162 McPike Road, City of Rome, Oneida County, New York (the "Land"), (b) renovations to the Existing Improvements to convert Building 917 into a state of the art manufacturing facility, to create efficient warehouse space within Building 916 and retain Building 832 for research and development and light assembly projects; (c) construction of a 10,000± square foot addition to Building 917 to expand storage capability (the "Addition" and together with the Existing Improvements, the "Improvements") and (d) the acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of manufacturing shipping containers and custom metal fabrications (the Land, the Improvements and the Equipment is referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to acquire a leasehold interest in the Land, Improvements and Equipment constituting the Facility and lease said Land, Improvements and Equipment to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated as of November 7, 2018 (the "Leaseback Agreement"); and

WHEREAS, the Agency has agreed to acquire an 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, 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 the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing July 31, 2018 (the "Exempt Taxes"), because the Agency will own a leasehold interest in the Facility 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 understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the Leaseback Agreement 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, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); 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 City of Rome, 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, Rome City School 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 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 Leaseback 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 each Taxing Authority:
  - (a) all taxes or PILOT Payments 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 an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

- i. Year 1 1/3 of taxes, not to exceed \$15,579.61 in the aggregate
- ii. Year 2 1/3 of taxes, not to exceed \$15,891.21 in the aggregate
- iii. Year 3 1/3 of taxes, not to exceed \$16,209.03 in the aggregate
- iv. Year 4 1/3 of taxes, not to exceed \$16,533.21 in the aggregate
- v. Year 5 1/3 of taxes, not to exceed \$16,863.88 in the aggregate
- vi. Year 6 2/3 of taxes, not to exceed \$34,402.31 in the aggregate
- vii. Year 7 2/3 of taxes, not to exceed \$35,090.35 in the aggregate
- viii. Year 8 2/3 of taxes, not to exceed \$35,792.16 in the aggregate
- ix. Year 9 2/3 of taxes, not to exceed \$36,508.00 in the aggregate
- x. Year 10 2/3 of taxes, not to exceed \$37,238.16 in the aggregate,
- xi. One hundred percent (100%) of Exempt Taxes after Exemption Year 10.

Such PILOT Payments shall be billed by the Taxing Authorities to the Company in the same proportion as taxes would have been billed but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation (For the purposes of preparing a PILOT bill, each Taxing Authority shall use the tax rate for the prior Exemption Year).

(b) Anything herein to the contrary, notwithstanding, this Agreement shall terminate 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. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture Agreement between the Agency and the Company dated as of November 7, 2018.

(c) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Company shall henceforth pay as PILOT Payments one hundred (100%) percent of the Exempt Taxes

together with interest at the rate of nine (9%) percent per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorneys' fees; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not own a leasehold interest in the Facility.

4. 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 the Facility leased to the Company by the Leaseback Agreement if the Agency did not own a leasehold interest in the Facility.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility.

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

7. 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 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 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 ownership 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 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.

8. All amounts payable by the Company hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (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: Deployed Resources, LLC  
164 McPike Road  
Rome, New York 13441  
Attn.: Richard Stapleton, Chief Executive Officer

With a Copy To: Rea & Associates, LLC  
11 Broadway, 2nd Floor  
Clark, New Jersey 07066  
Attn.: Jeffrey J. Rea, 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.

DEPLOYED RESOURCES, LLC

By:   
Richard Stapleton, Member and  
Chief Executive Officer

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY


By: \_\_\_\_\_  
David C. Grow  
Chairman

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

DEPLOYED RESOURCES, LLC

By: \_\_\_\_\_  
Richard Stapleton, Member and  
Chief Executive Officer

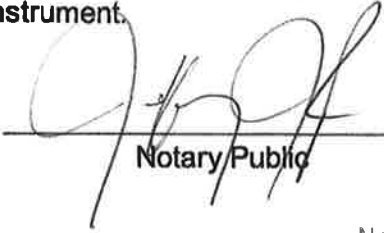
ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:  \_\_\_\_\_  
David C. Grow  
Chairman



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

On the 7<sup>th</sup> day of November 2018 before me, the undersigned a notary public in and for said state, personally appeared **Richard Stapleton**, 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

JEFFREY J. REA  
Notary Public, State of New York  
No. 02RE4898481  
Qualified in New York County  
Commission Expires Sept. 17, 20 21

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

On the \_\_\_\_\_ day of November 2018 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

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

On the \_\_\_\_ day of November 2018 before me, the undersigned a notary public in and for said state, personally appeared **Richard Stapleton**, 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

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

On the 7<sup>th</sup> day of November 2018 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



**SCHEDULE A**

**COUNTY OF ONEIDA**

Receiver of Taxes  
800 Park Avenue  
Utica, New York 13501

**CITY OF ROME**

Receiver of Taxes  
Rome City Hall  
198 North Washington Street  
Rome, New York 13440  
Attn.: City Treasurer

**ROME CITY SCHOOL DISTRICT**

409 Bell Street  
Rome, New York 13440  
Attn.: David Dreidel, District Treasurer

**SCHEDULE B**

**EXEMPTION YEARS**

<b>Exemption Year</b>	<b>County/City Taxes</b>	<b>School Taxes</b>
Year One	01/01/2019 – 12/31/2019	07/01/2019 – 06/30/2020
Year Two	01/01/2020 – 12/31/2020	07/01/2020 – 06/30/2021
Year Three	01/01/2021 – 12/31/2021	07/01/2021 – 06/30/2022
Year Four	01/01/2022 – 12/31/2022	07/01/2022 – 06/30/2023
Year Five	01/01/2023 – 12/31/2023	07/01/2023 – 06/30/2024
Year Six	01/01/2024 – 12/31/2024	07/01/2024 – 06/30/2025
Year Seven	01/01/2025 – 12/31/2025	07/01/2025 – 06/30/2026
Year Eight	01/01/2026 – 12/31/2026	07/01/2026 – 06/30/2027
Year Nine	01/01/2027 – 12/31/2027	07/01/2027 – 06/30/2028
Year Ten	01/01/2028 – 12/31/2028	07/01/2028 – 06/30/2029

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary  
Executive Director

Jennifer Waters  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**



584 Phoenix Drive, Rome, New York 13441  
(315) 338-0393, fax (315) 338-5694  
[info@mvedge.org](mailto:info@mvedge.org) [www.mvedge.org](http://www.mvedge.org)

David C. Grow  
Chairman

Michael Fitzgerald  
Vice Chairman

Mary Faith Messenger  
Treasurer

Ferris Betrus Jr.  
Eugene Quadraro  
Stephen Zogby

Transaction Number: 930529

**OCIDA PILOT/ BOND SUMMARY CLOSING SHEET**

Company Name: Deployed Resources, LLC

Property Address: 162 McPike Road, Rome, NY

Property Tax Map Number: 224.000-0001-006.001

Company representative to receive correspondence and PILOT bills: Richard Stapleton, Chief Executive Officer

Mailing Address: 164 McPike Road, Rome, New York 13441

Telephone Number: 315-281-0039 Fax Number:

E Mail: rstapleton@deployedresources.com

Check Applicable: PILOT Only:     x     PILOT & BOND:     

PILOT Start Date: 11/07/18 PILOT End Date: 06/30/2029

PILOT Term – Summarize PILOT in terms of % and which years.

Existing Facility: Company will pay 1/3 of taxes years 1 - 5; 2/3 of taxes years 6 - 10; and 100% of taxes after year 10. Annual PILOT Payments are not to exceed certain fixed amounts contained within PILOT Agreement.

Employment Obligation: Create 12 FTEs by year 3 and retain 30 FTEs

Total Project Cost: \$8,209,600

List all applicable taxing jurisdictions and POC:

Municipal: City of Rome: (1) Mayor Jacqueline M. Izzo, 198 North Washington Street, Rome NY 13440

(2) City of Rome Treasurer, 198 North Washington Street, Rome NY 13440

County: Oneida County: (1) Anthony J. Picente, Jr., County Executive, 800 Park Avenue, Utica NY 13501

(2) Kathy Pilbeam, 800 Park Ave. Utica, NY 13501

School: Rome City School District: (1) Office of the Superintendent, 409 Bell Street, Rome, New York 13440

(2) David Dreidel, District Treasurer, 409 Bell Street, Rome, New York 13440

Bond Expiration if Applicable:   

Bond Originator: (Name, POC, Tele. & Address)   

Bond Trustee: (Name, POC, Tele. & Address)