

**Final Authorizing Resolution
Rome Community Brownfield
Restoration Corporation
Complex 4/Henry Street Facility**

Transcript Document No. []

Date: June 20, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 20th day of June, 2025, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Rome Community Brownfield Restoration Corporation (Complex 4/Henry Street Facility).

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AMENDMENT AND RELATED DOCUMENTS WITH RESPECT TO THE ROME COMMUNITY BROWNFIELD RESTORATION CORPORATION (COMPLEX 4/HENRY STREET) FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, from the 1920s until 2003, Rome Cable Corporation ("Rome Cable") and its predecessors owned and operated a wire manufacturing and spinning business on 61.338± acres of land located on the west side of South Madison Street, City of Rome, County of Oneida, State of New York (the "Rome Cable Site"); and

WHEREAS, following Rome Cable's bankruptcy and closure, it was determined that the Rome Cable Site constituted a "brownfield" site in need of environmental investigation, remediation, restoration and/or clean-up (collectively, the "Environmental Remediation") so to enable its eventual re-use and/or redevelopment; and

WHEREAS, on February 2, 2004, Rome Community Brownfield Restoration Corporation ("RCBRC," and sometimes referred to as the "Company") was formed for the corporate purpose "to promote the development or re-use of property, including Brownfield sites within the City of Rome and its environs, to and including acting as an entity for title holding and managing said properties for economic development purposes;" and

WHEREAS, in order to facilitate the Environmental Remediation of the Rome Cable Site, and its eventual re-use and re-development, the Agency acquired the fee title to portions of the Rome Cable Site by means of (a) a Trustee's Deed from Mary Fangio, as Trustee for Rome Cable Corporation, et. al., dated December 23, 2004 and recorded on January 11, 2005 in the Oneida County Clerk's Office as Instrument No. 2005-000683 (the "2004 Deed") and (b) a Trustee's Deed from Mary Fangio, Trustee in Bankruptcy appointed as such in the matter of "Rome Cable Corporation, et. al.", Debtors, dated June 20, 2008 and recorded on July 24, 2008 in the Oneida County Clerk's Office as Instrument No. 2008-012510 (the "2008 Deed"); and

WHEREAS, the Agency leases to RCBRC the premises described in the 200 Deed, being an approximately 49.639 acre parcel of land located at Henry Street in the City of Rome, County of Oneida and State of New York, known and designated on the tax maps of the County of Oneida as tax map parcel numbers: Section 242.000 Block 1 Lot 7.1 and Section 242.000 Block 1 Lot 54.1 and more particularly described in Exhibit A attached hereto (the "Land"), pursuant to a First Amended and Restated Lease

Agreement dated as of September 1, 2022 (the "Lease Agreement"), the term of which Lease Agreement is scheduled to expire on June 30, 2026; and

WHEREAS, in order to facilitate clean-up of the Land, the Agency and the New York State Department of Environmental Conservation (the "DEC") entered into a State Assistance Contract dated February 25, 2009 (the "SAC") to develop and implement an Environmental Restoration Program ("ERP") project for the Land; and

WHEREAS, upon approval of a Remedial Investigation/Alternatives Analysis Report, the DEC determined that additional remediation of the Land was required and subsequently selected remedies for the Land, which were presented in two (2) Records of Decision ("RODs") issued by the DEC on March 30, 2013; and

WHEREAS, the Agency elected to request that the DEC develop and implement the RODs, and the Agency and the DEC executed a New York Works II Environmental Restoration Project Agreement dated March 19, 2015 (the "NYWII ERP Agreement") for the design and implementation of the remedies; and

WHEREAS, thereafter, based on an updated assessment of the condition of the buildings on the Land, the DEC identified the need to demolish the building complex on the Land to implement the selected remedies; and

WHEREAS, the inclusion of the required demolition work added significant costs to the original remedies; and

WHEREAS, the DEC issued a ROD Amendment on July 31, 2019 summarizing the amended remedy, which covered an approximately 21.45 acre portion of the Land (the "Site"); and

WHEREAS, due to the significant cost increase, which was more than three times the original ROD remedy, the Agency elected to terminate the NYWII ERP Agreement pursuant to Paragraph XIV, Sub-Paragraph C thereof, and requested that the Site be transferred into the NYS Superfund program as a Class 2 Site whereupon the DEC assumed all responsibility for the remediation, demolition, and site restoration costs relating to the Site; and

WHEREAS, the Agency signed DEC Consent Order # CO 6-20220801-37 on August 3, 2022 (the "Consent Order") containing certain liability protections for the Agency, its successors and assigns through acquisition of title, and persons who develop or otherwise occupy the Site; and

WHEREAS, under the terms of the Consent Order, certain provisions of the NYWII ERP Agreement will survive its termination and such provisions continue to be an enforceable part of the Consent Order; and

WHEREAS, on the basis of the DEC issuing the Consent Order, RCBRC and Rome Industrial Development Corporation ("RIDC") entered into a project development agreement (the "PDA"), which PDA provides, among other things, that RIDC is to act as

the “lead developer” of a project (the “Redevelopment Project” or the “Project”) to develop the Land for use by manufacturing and/or other industrial or commercial end-users (each, individually, as “End-User” and, collectively, the “End Users”); and

WHEREAS, in anticipation of the Redevelopment Project and as an inducement to End Users, the Agency, City of Rome, Oneida County, Rome City School District, and Rome Industrial Development Corporation entered into an Agreement Approving PILOT Terms and Allocating PILOT Payments dated as of August 27, 2018 (the “Allocation Agreement”), under which the parties agreed to certain essential PILOT terms that would be incorporated into future PILOT Agreements for End Users and how PILOT Payments collected thereunder would be allocated among the parties; and

WHEREAS, on April 22, 2024 the Agency and RCBRC granted an environmental easement (the "Environmental Easement") to the DEC covering the Land, which Environmental Easement was recorded in the Office of the Oneida County Clerk and was granted pursuant to Article 71, Title 36 of the New York State Environmental Conservation Law; and

WHEREAS, the Company has submitted a letter to the Agency outlining its success in completing the Environmental Remediation and requesting an extension of the Lease Agreement to allow the Company to continue to undertake the Redevelopment Project; and

WHEREAS, the Agency by resolution duly adopted on May 2, 2025 (the “Inducement Resolution”) decided to proceed under the provisions of the Act to extend the Lease Agreement and directed that a public hearing be held; and

WHEREAS, the Agency conducted a public hearing on May 31, 2025 and the members have received the minutes of the hearing; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of extending the full exemption from real property taxes for a period of five years; and

WHEREAS, the value of the proposed financial assistance is estimated to be \$72,821 (approximately); and

WHEREAS, the Financial Assistance represents a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”) and the reasons that the Agency is deviating from its Policy are contained in the Inducement Resolution, a copy of which was provided to all affected tax jurisdictions; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the Project and the Agency’s leasehold interest in the Facility; and

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a “project”, as such term is defined in the Act; and

(c) The extension of the Lease Agreement and the Agency’s Financial Assistance with respect thereto, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The extension of the Lease Agreement and the Agency’s Financial Assistance with respect thereto is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and Company’s Counsel, the Facility conforms with the local zoning laws and planning regulations of Oneida County and all regional and local land use plans for the area in which the Facility is located; and

(f) The SEQRA findings adopted by the Agency on May 2, 2025 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to extend the Lease Agreement ; and

(h) The First Amendment to Lease Agreement (the “Lease Amendment”) will be an effective instrument whereby the Company and the Agency set forth the terms and conditions of the extension of the Agency’s leasehold interest in the Facility.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) extend the Lease Agreement, (ii) execute, deliver and perform the Lease Amendment, and (iii) deviate from its Policy and provide the Financial Assistance to the Company in continued support of the Project.

Section 3. The Agency is hereby authorized to extend the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts

heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Amendment (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Amendment, in substantially the form thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.