

**Final Authorizing Resolution
Rome Community Brownfield
Restoration Corporation
220 South Madison Street/IWG
Facility
PILOT Extension**

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: Steve Zogby, David Grow, Kristen Martin, Tim Reed, Aricca Lewis, James Genovese, and Franca Armstrong.

EDGE Staff Present: Shawna Papale, Tim Fitzgerald, Marc Barraco, Mark Kaucher, Maureen Carney, and Rachel Hadden.

Others Present Virtual: Mark Levitt and Jenna Peppinelli, Levitt & Gordon; Kevin McAuliffe and Heather Lamendola, Barclay Damon; Laura Ruberto, Bond, Schoeneck & King; Joseph Gehm, 126 Business Park Holdings LLC

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 (220 South Madison Street/IWG Facility).

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

Voting Aye

Steve Zogby
David Grow
Franca Armstrong
James Genovese
Aricca Lewis
Kristen Martin
Tim Reed

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AMENDMENT, THE SECOND AMENDED PILOT AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE ROME COMMUNITY BROWNFIELD RESTORATION CORPORATION (220 SOUTH MADISON STREET/IWG) 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, the Agency leases to RCBRC the premises described in the 2004 Deed, being an approximately 5 acre parcel of land located at 220 South Madison Street in the City of Rome, County of Oneida and State of New York (the "Land"), pursuant to a First Amended and Restated Lease Agreement dated as of December 1, 2015 (the "Lease Agreement"), the term of which Lease Agreement is scheduled to expire on June 30, 2026; and

WHEREAS, the Company subleases the Facility to International Wire (the "Sublessee") for its operation, the term of which sublease expired on April 30, 2025; and

WHEREAS, the Facility is the subject of a First Amended and Restated PILOT Agreement dated as of December 1, 2015 (the "PILOT Agreement") among the Agency, the Company and the Sublessee; and

WHEREAS, the Company submitted a letter to the Agency describing the damage the Facility suffered during the tornados as well as the status of the ongoing Environmental Remediation, and requesting an extension of the Lease Agreement and

PILOT Agreement to allow the Company to continue to undertake the Environmental Remediation and the rehabilitation work needed to return the Facility to a leaseable condition, all as an inducement to the Sublessee to continue to lease the Facility and retain employment in the City of Rome all in furtherance of the 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 existing PILOT Agreement for an additional five years with PILOT Payments to (a) be converted to fixed payments equal to the current PILOT Payment plus an annual escalator if the Facility is occupied by a for-profit tenant (value estimated at \$20,201) and (b) to be fully exempt if the Facility is vacant and occupied by the Company (maximum value estimated at \$249,425; 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; and

(i) The Second Amended PILOT Agreement will be an effective instrument whereby the Company and the Agency set forth the terms and conditions of the payments in lieu of taxes to be paid by the Company during the extended term of the Lease Agreement.

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, (iii) execute, deliver and perform the Second Amended PILOT Agreement; and (iv) 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 the PILOT 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 and the Second Amended PILOT Agreement (in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are 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 and the Second Amended PILOT Agreement, in substantially the forms

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.