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RESOLUTION

A special meeting of the City of Syracuse Industrial Development Agency was convened in public session on September 29, 2026 at 8:00 o'clock a.m., local time, in the City of Syracuse Offices at One Park Place, 300 South State Street, Suite 700, Syracuse, New York 13202.

The meeting was called to order by the Chair and upon the roll being duly called, the following members were:

PRESENT: Kathleen Murphy, Steven Thompson, Kenneth Kinsey, Rickey T. Brown, Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Eric Ennis, Susan Katzoff, Esq., Lori McRobbie, Brianca Hill, Timothy Lynn, Esq., Dan McGarvey, Esq., Michael Brady, Luke Lynn, Wendy Lougnot, Esq.

The following resolution was offered by Dirk Sonneborn and seconded by Rickey T. Brown:

RESOLUTION APPROVING AN EXTENSION TO THE AGREEMENT BETWEEN THE AGENCY AND GROW AMERICA THROUGH JUNE 30, 2027 IN AN AMOUNT NOT TO EXCEED $102,000

WHEREAS, the policy of the State of New York (the "***State***") set forth in Title 1 of Article 18-A of the General Municipal Law of the State, as amended (the "***IDA Act***"), is to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation, economically sound commerce and industry through governmental action for the purpose of preventing unemployment and economic deterioration by the creation of industrial development agencies and to protect and promote the health of the inhabitants of the State and to increase trade through promoting the development of facilities to provide recreation for the citizens of the State and to attract tourists from other states; and

WHEREAS, City of Syracuse Industrial Development Agency (the "***Agency***") constitutes an industrial development agency established under the IDA Act and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (together with the IDA Act, the "***Act***") and is thereby authorized and empowered to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, educational or cultural facilities, railroad facilities and certain horse racing facilities, thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their recreation opportunities, prosperity and standard of living; and

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WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, hold and dispose of personal property for its corporate purposes; with the consent of the municipality, to use agents, employees and facilities of the municipality and pay the municipality its agreed proportion of the compensation or costs therefor; to appoint officers, agents and employees and pay their compensation out of funds of the Agency; make contracts and leases; to use gifts, grants, loans or contributions for any of its corporate purposes; and to all things necessary or convenient to carry out its purposes and exercise the powers expressly given in the IDA Act; and

WHEREAS, the Agency is obligated under the Act to undertake certain review and analysis for each project undertaken by the Agency and the Agency has contracted with Grow America ("***Grow America***" formerly known as the National Development Council) for several years to provide certain support services, including but not limited to, assistance with board and staff training and project review and analysis (the "***Work***"); and

WHEREAS, Grow America provides similar services to several industrial development agencies in the State and they are uniquely positioned to understand the statutory requirements imposed upon industrial development agencies with respect to undertaking projects and ongoing reporting compliance; and

WHEREAS, the Agency has been very pleased with the services provided to date by Grow America. The Agency's current contract with Grow America expired on June 30, 2026, and the Agency is desirous of renewing its contract with Grow America for a one-year term effective as of July 1, 2026 with an expiration date of June 30, 2027 (the "***Extension Term***"); and

WHEREAS, Grow America submitted an Extension Amendment Agreement with an effective date of July 1, 2026, which provides all of the same services and benefits to the Agency, as well as certain benefits relative to economic development in the City as a whole, for an amount not to exceed $102,000 over the Extension Term (the "***New Contract***"), which is at the same rate and for the same scope of Work as the prior contract (the "***Prior Contract***"). A draft of the Extension Amendment Agreement is attached hereto at **Exhibit "A"**; and

WHEREAS, the execution and delivery of the New Contract is consistent with the Agency's procurement policy; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "***SEQRA***"), the Agency is required to make a determination as to whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA). The Agency has classified the execution and delivery of the New Contract as a "Type II" action as that term is defined under SEQRA, and therefore no further review is required.

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NOW, THEREFORE, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

Section 1. Based upon the representations made to the Agency, the Agency makes the following findings and determinations:

(A) The Agency authorizes and approves the Extension Term and the New Contract and by adoption hereof authorizes the execution and delivery of same to provide for the Extension Term to undertake the Work, on the terms as set forth herein.

(B) Except for the Extension Term, as set forth herein, all other terms and conditions of the Prior Contract are ratified and affirmed and remain in full force and effect.

(C) The Executive Director of the Agency is hereby authorized, on behalf of the Agency, to work with counsel for the Agency to negotiate, execute and deliver any required amendment to the New Contract to provide for the Extension Term for the Work, as set forth herein; and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The execution thereof by the Executive Director shall constitute conclusive evidence of such approval.

Section 2. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to provide the Extension Term or to participate in the New Contract, this Resolution shall automatically become null, void and of no further force and effect.

Section 3. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 4. Bousquet Holstein, PLLC is counsel to the Agency and shall assist the Agency in carrying out the actions necessary pursuant hereto.

Section 5. A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

Section 6. The Secretary and/or the Executive Director of the Agency are hereby authorized to and may distribute copies of this Resolution and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 7. This Resolution shall take effect immediately.

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The question of the adoption of the foregoing Resolution was duly put to vote on a roll call, which resulted as follows:

	AYE	**NAY**
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "***Agency***") held on September 29, 2026, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 10/2/2026.

City of Syracuse Industrial Development Agency

DocuSigned by:
65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

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EXHIBIT "A"

PROPOSED EXTENSION AMENDMENT AGREEMENT

EXTENSION AMENDMENT AGREEMENT

This EXTENSION AMENDMENT to the AGREEMENT is made and entered with an effective date of July, 1 2026, by and between **The City of Syracuse Industrial Development Agency** ("SIDA" or "Client"), a public benefit corporation whose address is One Park Place, 300 South State Street, Suite 700, Syracuse, New York, 13202, and National Council for Community Development, Inc., dba **Grow America** ("Grow America", "GA" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 633 Third Avenue, Floor 19 Suite J, New York, NY, 10017. (collectively the "Parties").

WHEREAS, the PARTIES entered into that certain agreement, dated July 1, 2024, which agreement shall hereinafter be referred to as the "ORIGINAL AGREEMENT"; and

WHEREAS, the ORIGINAL AGREEMENT term ends on June 30, 2026; and

WHEREAS, the PARTIES desire to extend the term period to allow for the continuation of services as outlined in the initial Scope of Services; and

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the PARTIES here to agree that said ORIGINAL AGREEMENT be amended as follows:

1. Section II. DURATION, TERMINATION, COMPENSATION

   Parties agree to amend the term with a commencement date of July 1, 2026, and terminate on June 30, 2027. Parties agree to maintain the current compensation for performance of services in the amount of One Hundred and Two Thousand Dollars ($102,000) payable in twelve monthly payments of Eight Thousand and Five Hundred dollars ($8,500) paid within thirty (30) days of invoice date each month.

2. The PARTIES intend and agree that all other terms and conditions of the ORIGINAL AGREEMENT, not expressly amended by this FIRST AMENDMENT, shall remain in full force and effect. If there is a conflict between the terms of this FIRST AMENDMENT and the ORIGINAL AGREEMENT, the terms, and conditions of this FIRST AMENDMENT shall control.

3. This FIRST AMENDMENT and the ORIGINAL AGREEMENT, including any exhibits or attachments cited herein or therein, constitute the entire AGREEMENT between the PARTIES regarding the subject matter hereof, and supersede all prior contemporaneous agreements or understandings, whether written or oral.

4. This FIRST AMENDMENT may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one and the same document. A signed copy of this FIRST AMENDMENT delivered by facsimile, e-mail, or other means of electronic

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transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this FIRST AMENDMENT.

[Signatures to follow.]

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IN WITNESS WHEREOF, the PARTIES have executed this FIRST AMENDMENT to be effective as of the date written above.

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY:

By: _____
Eric Ennis
Executive Director

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

By: _____
Daniel Marsh III
President and CEO