

Agenda
Griffiss Local Development Corporation
Executive/Nominating Committee Meeting
584 Phoenix Dr.
Rome, NY 13441
November 19, 2025 at 12:00 P.M.

1. Call Meeting to Order
2. Approval of Minutes: 6/19/25 (Executive); 11/19/2024 (Executive/Nominating)
3. Finance/Administration Report
4. Executive Session
 - I. Real Estate Update
5. New Business
 - I. GLDC Board Appointments (Class of 2028)
 1. Officer Appointments
 - II. ICAN Lease Building B796
 - III. CUBRC Lease Building B770
 - IV. GLDC-EDGE Staff Service Agreement
 - V. GLDC-GPLA Staff Service Agreement
 - VI. Extension of Audit Agreement Proposal
6. Old Business
7. Adjourn Meeting

Meeting Minutes
Griffiss Local Development Corporation
Executive/Nominating Committee
584 Phoenix Drive Rome, NY 13441
November 19, 2024 – 12:30 PM

Members Present: Elis DeLia, Kevin Martin (via Webex), Deb Grogan (via Webex), Frank Vetrone

Others Present: Shawna Papale, Laura Cohen, Maureen Carney, Jef Saunders, Marc Barraco

Chair DeLia called the meeting to order at 12:33 PM.

On a motion by Mr. Martin, seconded by Ms. Grogan, the committee unanimously approved the executive/nominating minutes from the November 28, 2023 meeting.

On a motion by Mr. Martin, seconded by Mr. Vetrone, the executive committee unanimously approved the minutes from the November 1, 2024 meeting.

GLDC BOARD APPOINTMENTS

Mr. Vetrone recommended to approve the 2025 board appointments and will bring said recommendation to the full board.

On a motion by Mr. Martin, seconded by Ms. Grogan, the committee unanimously approved to recommend the class of 2024, soon to be the class of 2027, to the full board at its annual meeting.

MARCUS VENTURES

In July 2024 GLDC executed a six-month option extension to conduct due diligence. We also gave them an additional 30-day extension, which they are exercising. Their option will expire on January 22, 2025.

2025 GLDC-EDGE STAFF SERVICES AGREEMENT

There were no material changes to the contract, just clarification on what project-specific supports GLDC was providing to the County.

On a motion by Ms. Grogan, seconded by Mr. Martin, the committee unanimously recommended the 2025 GLDC-EDGE staff services agreement to the full board as presented.

2025 GLDC-GPLA STAFF SERVICES AGREEMENT

There is a change in the equipment and usage fee. Due to the sales tax issue, GPLA will no longer pay for 70% of GLDC's equipment purchases. Instead, GLDC will give a projection on what equipment will be needed in the coming years and derive an equipment fee based on that projection. If no equipment is needed/purchased in any given year, GLDC will create a capital reserve account to prepare for upcoming years.

On a motion by Mr. Vetrone, seconded by Ms. Grogan, the committee unanimously recommended the 2025 GLDC-GPLA staff services agreement to the full board as presented.

On a motion by Ms. Grogan, seconded by Mr. Martin, the committee unanimously approved entering into executive session to discuss the sale and lease of real estate.

Being no further business, the meeting was adjourned by consensus.

Respectfully submitted,

Laura Cohen, Secretary

GLDC Meeting Minutes - June 19th, 2025

EDGE Offices

4pm

Members Present: Jim Cusack, Deb Grogen, Frank Vetrone, Elis DeLia, Kevin Martin, Mike Manuele, Chad Lawrence, Evan DeGennaro, Erin Weinman

EDGE/GLDC Staff Present: Frank Sanzone, Marc Barraco, Rachel Hadden, Shawna Papale, Maureen Carney, Nick Bruno, Jeff Rehler, Mark Kaucher, CJ Hanrahan

Call to Order: Meeting Called to Order: 3:58 pm.

Previous Meeting Minutes: May Meeting Minutes Approved – Motion by Jim Cusack, Seconded by Deb Grogan

May Financial Report Overview:

- Financial activity for May remained within expected norms, with no significant deviations outside routine operations. However, the budget reflects some variances due to the anticipated sale of CGR, which has not yet occurred.
- Board Discussion:
 - Jim inquired about the increase in current liabilities and decrease in revenues, specifically in relation to the Kelberman project.
 - Maureen provided clarification, noting that the financial activity tied to the Kelberman project accounts for the observed changes and is being monitored accordingly.

Approve Financials: Motion by Jim Cusack and Seconded by Deb Grogan. Approved.

New Business:

Frank provided an update on the remediation and demolition of Building 212:

- **Initial Estimate & Procurement:**

Frank initially received a rough estimate of ~\$470,000 from Mike Roger for the demolition. Following Jeff's recommendation to follow procurement protocols, bids were solicited from three contractors. Two declined, but the selected contractor submitted a competitive bid of **\$447,000**, saving EDGE a significant amount.
- **Additional Costs & Compliance:**

The project includes **\$89,000** for environmental monitoring by Atlantic Testing. The

contractor is compliant with **Davis-Bacon requirements**, and the total cost remains well below the initial estimate.

- **Funding Source:**

The project is being funded through EDGE's **EPA Revolving Loan Fund**, approved by the GLDC board. The loan terms are favorable—**1% interest over 12 years**.

- **Urgency & Safety:**

The building has been condemned and poses a safety hazard, reinforcing the need to proceed quickly. EDGE is awaiting final approval from the **EPA** to begin demolition.

- **Debt & Budget Implications:**

Once the **AIS sale** is finalized and **Cardinal Breakfast** is sold, GLDC will have minimal remaining debt tied to revenue-generating assets. This will significantly improve EDGE's operating budget, which has been constrained by **\$700,000 in annual debt service**.

- **Next Steps:**

The board approved **Redner's bid** for the demolition. Additional options for managing leftover funds from the AIS sale will be presented to the board once CPA confirmation is received.

Indus Project Overview & Bid Approval

- **Bid Approval:**

The board approved the bid with support from **Kevin and Frank V.**

- **Project Background:**

The Indus Group is proposing a **hotel development** on a challenging parcel of land. The site is considered **isolated and difficult to market** to other developers due to its layout and location.

- **Development Standards & Protections:**

The parcel is subject to **strict zoning and deed restrictions**, which prohibit certain uses (e.g., drive-throughs). These restrictions are aligned, giving EDGE the ability to **oppose zoning variances** and **enforce deed covenants** if necessary.

- **Developer Intent & Track Record:**

The developer has expressed strong motivation to move forward with the hotel project. He has a **positive reputation**, with successful Marriott developments in the **Rochester area**, including recent projects in **Henrietta and Webster**. Feedback from GRE (EDGE's counterpart in Rochester) has been favorable.

- **Safeguards & Timeline:**

The development agreement includes a **two-year build requirement**. If the project isn't initiated within that timeframe, EDGE retains the **right to reacquire the parcel**, ensuring land isn't banked indefinitely.

- **Strategic Importance:**

Staff emphasized that selling the parcel as a whole is more beneficial than subdividing, which could reduce its value and complicate future development. The current plan protects EDGE's interests and supports long-term economic development goals.

- Meeting was adjourned at 4:17pm.

GLDC 2026 Class List

Officers

Chair – Elis DeLia

Vice-Chair – Kevin Martin

Treasurer – Deb Grogan

Authorized Representative – Shawna Papale

Secretary – CJ Hanrahan

*indicates Executive Committee

Class of 2027

Elis DeLia*

Mike Manuele

Frank Vetrone*

Eric MacDiarmid

Class of 2028 (was 2025)

DebGrogan*

James Cusack

Class of 2026

Kevin Martin*

Evan DeGennaro

Erin Weiman*

Chad Lawrence

GLDC 2026 Slate of Officers & Board of Directors

Officers

Chair – Elis DeLia

Vice-Chair – Kevin Martin

Treasurer – Deb Grogan

Authorized Representative – Shawna Papale

Secretary – CJ Hanrahan

***indicates Executive Committee**

1. **Elis DeLia*** - President of the S. DeLia Corp; Board Member since 2003
2. **Mike Manuele** - AmeriCU; Board Member since 2018
3. **Frank Vetrone*** - Retired; Board Member since 2003
4. **Deb Grogan*** - First Source Credit Union; member since 2017
5. **James Cusack** - Griffiss Institute; Board Member since 2013
6. **Kevin Martin*** - Martin & Rayhill, PC; Board Member since 2010
7. **Erin Weiman*** - Nunn's Hospital Supplies Inc; Board Member since 2010
8. **Chad Lawrence** - Oneida County Airport Commissioner; Board Member since 2017
9. **Evan DeGennaro** - NYSTEC; Board Member since 2021
10. **Eric MacDiarmid** - Quanterion Solutions Incorporated; Board Member since 2022

STAFF SERVICES AGREEMENT- CY 2026

THIS STAFF SERVICES AGREEMENT–CY 2026 (this "Agreement"), dated as of **December _____, 2025**, is by and between **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION**, a New York not-for-profit corporation with its principal office at 584 Phoenix Drive, Rome, New York 13441 ("EDGE") and **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York not-for-profit local development corporation with its principal office at 584 Phoenix Drive, Rome, New York 13441 ("GLDC"). EDGE and GLDC are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, EDGE was formed and exists for the general purpose of promoting economic development primarily within the corporate limits of Oneida County, New York; and

WHEREAS, GLDC was formed and exists for the general purpose of promoting economic development within the territorial limits of the former Griffiss AFB, particularly that portion thereof known as the Griffiss Business & Technology Park (the "Griffiss Business Park"); and

WHEREAS, EDGE employs administrative personnel and support staff (collectively, the "Staff") who maintain an expertise in various matters relating to economic development; and

WHEREAS, GLDC desires to avail itself of the Staff's expertise and various services which the Staff can provide (collectively, the "Staff Services"), upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **DESCRIPTION OF STAFF/STAFF SERVICES.** EDGE will assign various members of the Staff to perform Staff Services for and on behalf of GLDC. The Staff Services to be performed by the Staff for and on behalf of GLDC shall consist of general administrative and staff support services relating to economic development within the Griffiss Business Park and other areas of the former Griffiss AFB and shall include, but not necessarily be limited to, those Staff Services more particularly described on **Exhibit A** annexed hereto and made a part hereof. The Staff shall perform the Staff Services at EDGE's principal office or at such other locations as EDGE deems necessary or desirable in order to discharge its obligations hereunder.

2. **EDGE'S RESPONSIBILITIES.** EDGE will recruit, interview, select, hire and assign those members of the Staff who, in EDGE's judgment, are best qualified to perform all EDGE work including, without limitation, the Staff Services. As the Staff's employer, EDGE will (a) maintain all necessary personnel and payroll records for the Staff, (b) calculate the Staff's wages and withhold taxes and other government-mandated charges, if any, (c) remit such taxes and charges to the appropriate government entity, (d) pay net wages and furnish benefits, if any, directly to the Staff, and (e) provide for such insurance coverage as may be required of it herein.

3. **STAFF ASSIGNED TO GLDC.** Those members of the Staff assigned by EDGE to provide Staff Services for and on behalf of GLDC pursuant to this Agreement shall at all times be deemed employees of EDGE. The Staff shall not be deemed employees of GLDC for any purpose and shall not be entitled to participate in any GLDC employee benefit plans including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not.

4. **EDGE REPRESENTATION.** EDGE represents that the members of the Staff whom it assigns to work on GLDC projects and/or matters (collectively, the "GLDC Projects/Matters") will satisfactorily perform the Staff Services. If a particular member of the Staff does not perform such Staff Services to GLDC's satisfaction, EDGE will arrange for said Staff member to be replaced by another Staff member within twenty (20) days after it receives notice from GLDC that it is not satisfied with such Staff member's performance on GLDC Projects/Matters. In those instances where GLDC is dissatisfied with a particular Staff members' performance on GLDC Projects/Matters, EDGE's replacement of such Staff member by another Staff member shall be GLDC's sole and exclusive remedy, except as may be otherwise provided for herein.

5. **COMPLIANCE WITH LAWS.** In connection with its performance under this Agreement, EDGE will comply with all laws, regulations, and orders, to the extent applicable to EDGE including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act, and the Immigration Reform and Control Act.

6. **GLDC'S RESPONSIBILITIES.** GLDC shall specify, in detail, to EDGE, the GLDC Projects/Matters, which GLDC desires to have the Staff perform for and on its behalf, and shall set specific objectives and goals in connection therewith. GLDC shall furnish EDGE with such information, guidelines, reports and the like as may be reasonably necessary in order for EDGE to direct the Staff to effect and carry out their functions and responsibilities in connection with such GLDC Projects/Matters.

7. **SERVICE FEE.** In consideration of the Staff Services to be furnished to GLDC by EDGE hereunder during the Term, GLDC shall pay a service fee (the "Service

Fee") to EDGE in the amount of **FOUR HUNDRED EIGHTY SIX THOUSAND FOUR HUNDRED FORTY SEVEN AND 00/100ths DOLLARS (\$486,447.00)**. The Service Fee shall be payable in twelve (12) equal monthly installments of **FORTY THOUSAND FIVE HUNDRED THIRTY SEVEN AND 25/100ths DOLLARS (\$40,537.25)** each. Said monthly installments shall be payable, in advance, on the first day of each month during the Term of this Agreement.

The Service Fee covers the Staff Services provided to GLDC during the Term, including those set forth on **Exhibit A** annexed hereto, as well as that portion of EDGE's general office overhead allocable to the Staff Services provided to GLDC.

The Service Fee does not include any out-of-pocket expenses incurred by EDGE in providing the Staff Services including, without limitation, the following: the costs of third-party service providers retained by EDGE to perform Staff Services for or on behalf of GLDC including consultants, accountants and attorneys, the premiums for GLDC's insurance coverage (i.e., liability, D&O, and property insurance), GLDC's annual audit fees, reimbursements of interest costs and other fees, GLDC's meeting expenses, collection costs on GLDC loans, the costs of any annual or other contributions made by GLDC to other organizations, the costs of special events attended or sponsored by GLDC, NYS filing fees, safety deposit box fees, the cost of occupancy of space at 584 Phoenix Drive, Rome, New York 13441 by GLDC, bank charges on GLDC bank accounts, and any costs or expenses of an extraordinary nature. Notwithstanding anything to the contrary contained in this Agreement, during the Term (as hereinafter defined) EDGE shall not engage any third-party service provider to perform Staff Services for or on behalf of GLDC or incur any single out-of-pocket expense for Staff Services in excess of \$1,000.00 (or aggregate out-of-pocket expenses in excess of \$2,500.00) without GLDC's prior consent. EDGE shall bill GLDC on a monthly basis for all out-of-pocket expenses incurred by EDGE in performing the Staff Services.

8. **TERM.** The term of this Agreement shall be for one (1) year commencing on **January 1, 2026** and ending on **December 31, 2026**, inclusive (the "Term"), unless (a) this Agreement is earlier terminated in accordance with the provisions hereof or (b) both Parties, prior to the expiration of the Term of this Agreement, mutually agree to extend, renew, or continue this Agreement beyond **December 31, 2026**. Both Parties reserve the right to negotiate terms for an extension, renewal or continuation of this Agreement, subject to the approval of each Party's governing body. Negotiations for an extension, renewal or continuation of this Agreement shall commence at least sixty (60) days prior to the end of the Term. Notwithstanding anything to the contrary herein contained, EDGE reserves the right to terminate this Agreement immediately if GLDC fails to pay a monthly installment of the Service Fee within thirty (30) days of its due date.

9. **DOCUMENTATION OF TIME WORKED.** EDGE shall arrange for the Staff to devote such time to GLDC Projects/Matters as may be necessary or required, in

EDGE's judgment, to properly, promptly and completely perform such GLDC Projects/Matters in a good and workmanlike manner. EDGE shall maintain bi-weekly timesheets, and such other documentation as may be necessary to demonstrate the amount of time spent by the Staff on GLDC Projects/Matters.

10. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, each Party hereto (each, individually, an "Indemnifying Party") shall indemnify and hold harmless, the other Party hereto, and its contractors, officers, directors, members, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by (i) any breach of this Agreement by the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Agreement, or the Staff Services, except to the extent such Damages are directly caused by the breach of this Agreement, the negligence, unlawful act or omission, or intentional misconduct of the Indemnified Party or any person or entity for whom the Indemnified Party is legally responsible.

11. **INSURANCE.** Each Party shall obtain and maintain during the Term, at its own cost and expense, insurance against such risks and for such amounts as are customarily insured against by businesses of like type and size, including, but not limited to, the following coverages with the following limits of coverage:

- (a) Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease, death and property damage of not less than \$1,000,000.00, and an aggregate limitation of not less than \$2,000,000.00, which insurance shall cover:
 - (i) Premises and Operations
 - (ii) Contractual Liability
 - (iii) Personal Injury and Advertising Liability
 - (iv) Products and Completed Operations
 - (v) Independent Contractors
 - (vi) XCU

- (b) Business automobile liability insurance covering owned, non-owned and hired vehicles with limits of insurance not less than \$1,000,000.00 for each accident.
- (c) Umbrella or Excess Liability insurance in excess of the above liability coverages with a minimum limit of \$5,000,000.00.
- (d) Workers' Compensation and Employer's Liability and State-mandated Disability Benefits Liability insurance covering all persons employed by such Party, with the limits of insurance required by law.
- (e) Such other policies of insurance as such Party shall be required by applicable law to obtain and provide.

In addition, EDGE shall obtain and maintain fidelity bond insurance or other insurance covering employee dishonesty with limits of coverage of not less than \$1,000,000.00.

Each Party's insurance shall be written by a company or companies licensed to do business in the State of New York and reasonably satisfactory to the other Party with a Best's rating of A or better and financial size category of at least Class VII, or such higher standard as the other Party shall reasonably require. Deductibles and terms and conditions of each Party's insurance shall be subject to the other Party's reasonable approval. Without limiting the generality of the preceding sentence, the Commercial General Liability and Umbrella or Excess Liability Policies shall not have any "Labor Law" or similar exclusions or limitations. Each Party will notify the other Party at least twenty (20) days' prior to the cancellation or modification of any of its coverages. To the extent commercially available, each party's liability insurance shall include contract liability coverage for the "indemnification" requirements set forth in Section 10 hereof.

Each Party's Commercial General Liability insurance policy, Business automobile liability insurance policy and Umbrella or Excess Liability insurance policy shall name the other Party as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). On the date hereof, each Party shall deliver to the other Party certificate(s) of insurance evidencing the required insurance coverages hereunder.

Each Party shall attempt to cause its property insurance carrier to agree to a waiver of subrogation. If any insurance policy cannot be obtained with a waiver of subrogation, or if one is obtainable only at additional cost, then the Party undertaking to obtain the insurance shall notify the other Party of such fact. The other Party shall have ten (10) business days after receipt of notice to (i) direct the Party undertaking to

provide insurance to place it with a company reasonably satisfactory to the other Party that will issue it with a waiver of subrogation at no greater cost, or (ii) agree to pay the additional premium. To the extent that the Parties obtain insurance with a waiver of subrogation, the Parties release each other from any claims for damages that are caused by or result from risks that such policies cover.

Each Party may provide any required insurance under a blanket policy.

12. **PERMITS AND LICENSES.** Each Party will maintain in effect during the Term of this Agreement any and all Federal, State, and/or local licenses and permits which may be required with respect to the respective business in which such Party is engaged.

13. **THIRD PARTY BENEFICIARIES.** Except as may be otherwise provided herein, this Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

14. **FORCE MAJEURE.** EDGE will not be responsible for any failure or delay in providing the Staff Services to GLDC if such failure or delay is due to labor disputes and strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of EDGE.

15. **NOTICES.** All notices, consents, or other communications required or permitted from either Party to the other under this Agreement shall be in writing and shall be deemed received (i) upon actual receipt when personally delivered, (ii) upon acknowledgment of receipt if sent by facsimile, (iii) upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified or registered mail, or (iv) upon the expiration of the first business day after being deposited with a nationally-recognized overnight courier service, pre-paid for next day delivery, addressed as follows:

If to EDGE:	Economic Development Growth Enterprises Corporation 584 Phoenix Drive Rome, New York 13441 Attn: Shawna Papale Its President
-------------	---

If to GLDC:	Griffiss Local Development Corporation 584 Phoenix Drive Rome, New York 13441 Attn: Elis Delia Its Chairman
-------------	---

16. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the law of the State of New York, without reference to its choice of law rules or principles.

17. **SECTION HEADINGS.** The Section headings of this Agreement are for the convenience of the Parties only and shall in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties hereunder.

18. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

19. **ASSIGNMENT.** Neither EDGE nor GLDC may assign this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

20. **INDEPENDENT CONTRACTOR.** In its performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer, with GLDC or make EDGE and GLDC joint employers of the Staff.

21. **WAIVER OF JURY TRIAL.** Each Party hereby expressly waives any right to trial by jury for any action or proceeding brought under this Agreement and agrees that any action or proceeding hereunder shall be tried by a judge without a jury.

22. **FURTHER ASSURANCES.** Each Party hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

23. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in this Agreement, under no circumstance shall either Party have any liability whatsoever for consequential, incidental, special or punitive damages, howsoever claimed or arising and whether or not foreseeable.

24. **MISCELLANEOUS.** The Parties acknowledge and agree that GLDC is managed by GLDC's Board of Directors (the "GLDC Board") and, to the extent that the GLDC Board has delegated management duties to GLDC's officers, GLDC's officers. The

Parties further acknowledge that nothing contained in this Agreement shall confer on EDGE any power or authority to manage GLDC, which power and authority shall remain with the GLDC Board and/or GLDC's officers at all times. Without limiting the generality of the foregoing, the Parties acknowledge and agree that (a) the Staff Services shall be strictly administrative (rather than managerial) in nature, and (b) EDGE shall have no authority to execute contracts or agreements on GLDC's behalf or otherwise bind GLDC.

Neither this Agreement nor anything contained in this Agreement shall be deemed to make either Party an affiliate or sponsor of the other.

25. **ENTIRE AGREEMENT.** This Agreement (including **Exhibit A** annexed hereto) contains the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understanding, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by the authorized officers of both Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GLDC 2026

IN WITNESS WHEREOF, the parties have caused this Staff Services Agreement-CY 2026 to be signed by their respective duly authorized officers as of the day and year first written above.

EDGE:

**ECONOMIC DEVELOPMENT GROWTH
ENTERPRISES CORPORATION**

By: _____
John Buffa
Its Chairperson

GLDC:

**GRIFFISS LOCAL DEVELOPMENT
CORPORATION**

By: _____
Elis Delia
Its Chairman

EXHIBIT A

1. Monitor necessary amendments to Zoning Districts for Griffiss Business and Technology Park; assist with modifications the Declaration of Restrictions and Covenants for each zoning district within Griffiss Business and Technology Park to maximize economic opportunity and advance site readiness.
2. Assist GLDC in the continued development and maintenance of a multi-year capital improvements program including the Griffiss International Sculpture Garden and Nature Trail.
3. Monitor USAF and DOD compliance with the BRAC 2005 Law as it relates to AFRL Rome Research Site, EADS and the Rome DFAS Operating Location: including efforts to maximize the presence of the AFRL Rome Research Site.
4. Provide marketing and promotional collateral for the Griffiss Business and Technology Park, including development and packaging of proposals to prospective tenants and/or business.
5. Provide economic development assistance to GLDC for leasing and sale of property that GLDC owns and coordinate marketing of Griffiss Business and Technology Park as part of a regional marketing and promotion effort.
6. Offer support to Oneida County as it markets the Griffiss International Airport to attract additional aviation and economic development uses to the airport, including the UAS Test Site, and the Innovare Advancement Center.
7. Assist GLDC in development of, and carrying out plans for, renovation of existing buildings, construction of new buildings, and infrastructure improvements as part of GLDC's economic development mission.
8. Provide staff support to GLDC for real property management of individual properties and common areas within the Griffiss Business and Technology Park. Such staff support shall include development of leases, provision of landlord services and property management for properties, collection of rents, fees and other additional rental charges that are part of leases.
9. Arrange for in-house or third-party professionals to provide financial, accounting, corporate recordkeeping, reporting services and activities and presentations, and all filings necessary to support GLDC operations, including processing,

requisitioning and managing grants as well as administrative support for all Accounts Receivables and Accounts Payables activities, reconciliation of bank statements and checking accounts, investment activities, preparing and disseminating quarterly financial reports, HR activities, payroll activities, loan payment reports [if applicable], and ensuring that all recording keeping, corporate filings, annual audits, and tax returns are maintained., including compliance with NYS required reporting and requirements as they may pertain to PAAA.

10. Complete grant applications and assist GLDC in securing funding and financing of projects that are part of Griffiss Business & Technology Park.
11. Assist GLDC in hiring consultants, securing professional services, development of requests for proposals and qualifications for feasibility studies, and securing A/E services for various projects.
12. Finalize provisions set forth in the approved Service Fee Payment Agreement between GLDC, OCIDA, City of Rome, Rome City School District, and Oneida County that provides for dedication of roads and infrastructure systems to the City of Rome, Oneida County and New York State, and ensure that other public services are provided within the Griffiss Business and Technology Park.
13. Provide necessary staff and administrative support to GLDC Board of Directors, its Executive Committee, and all committees established by GLDC.
14. Provide such other services or staff support functions as may be requested by GLDC's Board of Directors from time to time.
15. Provide staff support to the Griffiss Park Landowners Association, Inc. and administer the Griffiss Common Area Maintenance ("CAM") fund that is collected from Griffiss Business and Technology Park landowners for park wide improvements and maintenance.
16. Provide oversight of the GLDC lawn and grounds maintenance services to be provided by GLDC facilities staff.

Term Sheet: Lease Agreements and Space Transition – ICAN version 11/14/25

Parties Involved

Landlord: Griffiss Local Development Corporation (GLDC)

Tenant 1: Integrated Community Alternatives Network (ICAN)

ICAN Proposed Lease Terms

Location

Building: 796

Address: 725 Daedalian Drive, Rome, NY

Square Footage: 22,410 SF

Lease Terms

Lease Term: 20 years

Commencement Date: Upon completion of construction (tentatively August 1, 2026)

Escalation:

- Daycare Area: 2% increase in Year 10 and Year 15
- Office Area: 2% annual increase

Financial Overview

Area	Square Footage	Rate/SF	Annual Cost	Escalation
Daycare	12,620 SF	\$6/SF	\$75,720	2% after Years 10 & 15
Office	9,790 SF	\$9/SF	\$88,110	2% annually
Total	22,410 SF		\$163,830	

Responsibilities

Landlord:

- Execute CFA grant-funded capital improvements (\$600,000)
- Provide CAM, lawn maintenance, and snow removal
- Waste Removal
- March Associates will be under contract with GLDC

Tenant (ICAN):

- IT infrastructure
- Utilities and sewerage issues
- Playground construction
- Janitorial services
- General maintenance
- Covers all construction cost above the initial \$600,000 grant match

Transition Plan & Timeline

Construction Completion

Estimated by August 2026

ICAN Transition

- Termination of lease at 428 Phoenix Drive: January 31, 2026
- Remote operations begin: February 2026
- Occupancy of Building 796: Post-construction

This proposal is contingent on CUBRC move

- Elevators in the future ICAN building are the only elevators for both buildings and will need to be accessible to BAE through the corridor.
- If the grant we are using have any ties to job creation/retention figures we need to determine that and potentially include language encompassing that into the lease.
 - Also ask ICAN about average salary or a salary range for the newly created daycare staff positions if applicable.
- Add language around minimum daycare children served. I believe the figure for total kids was in the 80-85 ballpark from ICAN so maybe add something around a minimum of ~70 kids.
- This we be a 10-year base lease with 2 five year auto-renewals
- Current goal is to have the LOI drafted by Monday 11/17/25 and sent over to ICAN

Term Sheet: Lease Agreements and Space Transition – CUBRC version 11 13 25

Parties Involved

Landlord: Griffiss Local Development Corporation (GLDC)
Tenant: CUBRC, Inc.

Proposed CUBRC Lease Terms

Location

Building: 770
Address: 428 Phoenix Drive, Rome, NY
Square Footage: 3,940 SF

Lease Terms

Lease Term: 5 years, 2 months, with two – three-year renewal terms

Commencement Date: Tentatively February 1, 2026 (we hope to facility the move in early January)

Rent Abatement: 2 months' rent credit shall be applied in January and February 2026 or by mutual agreement based on move or construction schedule changes.

Rate:

- Initial Term: \$17.00/SF
- Renewal 1: \$17.75/SF
- Renewal 2: \$18.50/SF

Responsibilities

Landlord:

- Cover moving costs from B796 to B770. This includes movement of all CUBRC owned assets and select GLDC/MV EDGE owned office furniture to B770.
 - To furnish the space, Landlord will allow Tenant to utilize GLDC/MV EDGE surplus office furniture currently available in the demised space and in an adjacent building. GLDC/MV EDGE to move furniture to B770 as needed.
 - Incremental build out cost or termination charges associated with extending CUBRC's current internet fiber connection (Crown Castle) to Building 770.
- a. Recommend paying Crown Castle's early termination fee of \$6,713.00 as it appears to be the cheapest and best path forward.

- Verify existing network patch panel, wiring and wall connections remain from ICAN.
- Replace all deteriorated exterior windows in demised space no later than September 30, 2026.
- Deep clean carpets and generally clean all areas throughout the demised space; replace carpet tiles and touch up paint where mutually agreed necessary.
- Rent includes CAM, lawn care & snow removal, PILOT, janitorial (twice weekly), and utilities.
- Release Tenant from current lease and terms. General terms of the new lease shall remain consistent with current lease except for updates to reflect new location, square footage, rent rate, landlord and tenant improvements, etc.

Tenant (CUBRC):

- Monthly telephone and internet service.
- Tenant will explore with ICAN the transfer of their current access control (badging) and security camera systems to Tenant. Tenant shall be responsible for future operating costs or subscriptions associated with operation of the security systems if transferred.

Agenda
Griffiss Local Development Corporation
Finance Committee
November 19, 2025
584 Phoenix Drive
Rome, NY 13441

- 1) Call Meeting to Order
- 2) Minutes – November 19, 2024
- 3) GLDC 2026 Operating Budget
- 4) Adjourn Meeting

Next meeting: To Be Determined

Meeting Minutes
Griffiss Local Development Corporation
Finance Committee
584 Phoenix Drive Rome, NY - WebEx
November 19, 2024 – 12:15 PM

Members Present: Elis DeLia, Frank Vetrone, Kevin Martin (via Webex), Deb Grogan (via Webex)

Others Present: Jef Saunders, Shawna Papale, Maureen Carney, Laura Cohen, Marc Barraco

The meeting was called to order at 12:16 PM.

On a motion by Mr. Martin, seconded by Mr. Vetrone, the committee unanimously approved the minutes from the November 28, 2023 meeting.

2025 GLDC OPERATING BUDGET

Ms. Carney reviewed the combined 2025 GLDC and Cardinal Griffiss operating budget. This is only three months of CGR. The year-end surplus from CGR has gone to cover the gaps in GLDC's budget. The main issue with GLDC's budget is its high debt service. There is some vacant space. The plan for 2025 (if CGR sells the AIS building by March 31st) is to use the proceeds from that sale and eliminate some of GLDC's debt, to the tune of \$3.7 million. GLDC is budgeting for the snowplowing and mowing contract with AIS. There was no appetite to take on the facility maintenance contract.

GLDC's lease revenue is down due to the renegotiation of the CUBRC lease. It expired on October 31st of this year, and the renegotiation terms are \$17.50/sq sf. GLDC currently has 38,000 sf of vacant space; Mr. Saunders noted that as of January 2025, all federal workers will be expected to be back in the office, which could positively affect GLDC's leases.

Expenses are up a bit due to the increase in the PILOT. All the buildings GLDC owns are up to 75% of the PILOT. GLDC salaries were adjusted for cost of living. There were new insurance enrollments that will account for a raise in the fringe line. 2024 was our first year off of steam. There is some savings on the gas bill. GLDC picked up one snowplowing maintenance agreement for GUSC.

On a motion by Ms. Grogan, seconded by Mr. Vetrone, the committee unanimously approved the 2025 operating budget and recommended it to the full board as presented.

There being no further business, the meeting was adjourned by consensus.

	GLDC General Administration & Operations Budget FY2026	GLDC Yr. to Date 9/30/2025	GLDC FY 2025 Approved Budget	Variance Remaining FY2025 30-Sep-25	GLDC Annualized Budget 31-Dec-25	GLDC Variance	% Variance Remaining FY2025 Gen. Adm.	GLDC FY2026	Variance FY2026 Over FY2025	% Variance FY2026 Over FY2025
	Revenues:									
1	Reimbursement & Refunds (Tenant Services -Unplanned & Non-Scheduled)	\$ 7,322	\$ 6,000	\$ (1,322)	\$ 9,762	\$ 3,762	-22%	\$ 8,500	\$ 2,500	42%
2	GLDC Services - MV EDGE/ Marcy Nano	\$ 94,231	\$ 116,270	\$ 22,039	\$ 125,642	\$ 9,372	19%	\$ 125,512	\$ 9,242	8%
3	GLDC Services - RIDC (UPS/Cold Point)	\$ 113	\$ -	\$ (113)	\$ 150	\$ 150	0%	\$ 2,500	\$ 2,500	#DIV/0!
4	GLDC Services - RCBRC (Rome Cable/Owl Wire)	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,000	\$ 7,000	#DIV/0!
5	GLDC Services - CGR	\$ 25,717	\$ -	\$ (25,717)	\$ -	\$ -	0%	\$ -	\$ -	0%
6	GLDC Services - 99 Otis Street	\$ 3,650	\$ 11,614	\$ 7,964	\$ 5,000	\$ (6,614)	69%	\$ 5,000	\$ (6,614)	0%
7	Interest Income - Banks	\$ 25,805	\$ 25,000	\$ (805)	\$ 34,407	\$ 9,407	-3%	\$ 51,481	\$ 26,481	106%
8	PILOT-TIF Revenues Sovena USA	\$ 136,289	\$ 181,719	\$ 45,430	\$ 181,719	\$ 0	25%	\$ 181,719	\$ -	0%
9	PILOT-TIF Sovena USA - Transportation Rail Improvements Fund Escrow	\$ 11,250	\$ 15,000	\$ 3,750	\$ 15,000	\$ -	25%	\$ 15,000	\$ -	0%
10	PILOT-TIF Sovena USA - Transportation Rebate Fund	\$ 30,000	\$ 40,000	\$ 10,000	\$ 40,000	\$ (0)	25%	\$ 40,000	\$ -	0%
11	PILOT-TIF Orgill	\$ 242,532	\$ 323,376	\$ 80,844	\$ 323,376	\$ 0	25%	\$ 323,376	\$ -	0%
12	GLUSC Economic Development Payments (Millage Payments)	\$ 99,150	\$ 127,100	\$ 27,950	\$ 127,100	\$ -	22%	\$ 127,100	\$ -	0%
13	Lease Payments - Landside	\$ 1,247,049	\$ 1,718,469	\$ 471,420	\$ 1,662,732	\$ (55,737)	27%	\$ 1,621,870	\$ (96,599)	-6%
14	Lease Payments - Cardinal Griffiss Realty	\$ 785,451	\$ 261,817	\$ (523,634)	\$ 1,047,268	\$ 785,451	-200%	\$ 261,817	\$ -	0%
15	Lease Payments - Common Area Maintenance (CAM) CGR	\$ 15,615	\$ 5,205	\$ (10,410)	\$ 20,820	\$ 15,615	-200%	\$ 5,205	\$ -	0%
16	Lease Payments - PILOT Payments (GLDC Properties)	\$ 121,247	\$ 168,005	\$ 46,758	\$ 168,005	\$ -	28%	\$ 181,299	\$ 13,294	8%
17	Lease Payments - Common Area Maintenance (CAM) GLDC	\$ 34,772	\$ 47,238	\$ 12,465	\$ 46,363	\$ (875)	26%	\$ 48,643	\$ 1,405	3%
18	Griffiss Landowner's Association (GLA) - Service Fee Payment (CAM Services)	\$ 7,612	\$ 10,150	\$ 2,537	\$ 10,153	\$ 3	25%	\$ 10,150	\$ -	0%
19	Reimbursement of BLDG 780	\$ 19,654	\$ 23,829	\$ 4,175	\$ 26,206	\$ 2,377	18%	\$ 27,143	\$ 3,314	14%
20	Skid Steer Lease	\$ 7,802	\$ 10,403	\$ 2,601	\$ 10,403	\$ -	25%	\$ -	\$ (10,403)	-100%
21	Ground Maintenance - Snow Plowing Mowing	\$ 344,044	\$ 443,020	\$ 98,976	\$ 458,725	\$ 15,706	22%	\$ 456,601	\$ 13,581	3%
	Total Revenues:	\$ 3,259,307	\$ 3,534,214	\$ 274,908	\$ 4,312,831	\$ 778,617	8%	\$ 3,499,915	\$ (34,299)	#DIV/0!
	Administration & Real Property Operating Expenses:									
1	GLDC Operations Staff Salaries	\$ 231,439	\$ 450,455	\$ 219,016	\$ 450,455	\$ 0	49%	\$ 476,457	\$ 26,002	6%
2	GLDC Grounds Maintenance Staff Salaries	\$ 279,021	\$ 267,355	\$ (11,666)	\$ 267,355	\$ 0	-4%	\$ 278,871	\$ 11,516	4%
5	Fringe Benefits - Operations Staff	\$ 123,743	\$ 165,002	\$ 41,259	\$ 165,002	\$ 0	25%	\$ 169,579	\$ 4,577	3%
6	Fringe Benefits -Grounds Maintenance Staff	\$ 75,862	\$ 110,345	\$ 34,483	\$ 108,345	\$ 2,000	31%	\$ 114,635	\$ 4,290	4%
3	Temporary Laborers - Operations & Grounds	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
4	Overtime - Operations & Ground Maintenance	\$ 13,183	\$ 7,500	\$ (5,683)	\$ 15,000	\$ (7,500)	-76%	\$ 7,500	\$ -	0%
7	Automobile Expense	\$ 18,218	\$ 28,300	\$ 10,082	\$ 24,290	\$ 4,010	36%	\$ 27,300	\$ (1,000)	-4%
8	Capital Improvements - Griffiss Park	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
9	Contracted Services- Consultants, IT, Appraisals	\$ 17,886	\$ 30,000	\$ 12,114	\$ 23,848	\$ 6,152	40%	\$ 21,200	\$ (8,800)	-29%
10	Contracted Services Accounting	\$ 23,075	\$ 30,900	\$ 7,825	\$ 30,900	\$ (0)	25%	\$ 31,110	\$ 210	1%
11	Contracted Services Legal	\$ 63,880	\$ 85,000	\$ 21,120	\$ 85,173	\$ (173)	25%	\$ 75,000	\$ (10,000)	-12%
12	Contracted Services Marketing	\$ 7,612	\$ 7,645	\$ 33	\$ 7,645	\$ -	0%	\$ 8,000	\$ 355	5%
13	Facility Maintenance	\$ 192,409	\$ 206,398	\$ 13,989	\$ 230,550	\$ (24,152)	7%	\$ 189,000	\$ (17,398)	-8%
14	Facility Maintenance Supplies	\$ 12,940	\$ 24,127	\$ 11,187	\$ 16,254	\$ 7,873	46%	\$ 20,000	\$ (4,127)	-17%
15	Capital Purchases (FF&E/Vehicles/Other)	\$ 3,414	\$ 34,500	\$ 31,086	\$ 34,500	\$ -	90%	\$ 24,500	\$ (10,000)	-29%
16	Common Area Maintenance Expenses	\$ 47,115	\$ 63,858	\$ 16,743	\$ 62,820	\$ 1,038	26%	\$ 61,626	\$ (2,232)	-3%
17	Grounds & Snow Removal Griffiss Park/Other Non-CAM Related Expenses	\$ 156,291	\$ 157,497	\$ 1,206	\$ 177,305	\$ (19,808)	1%	\$ 151,365	\$ (6,132)	-4%
18	Insurance General	\$ 72,683	\$ 88,892	\$ 16,209	\$ 96,910	\$ (8,018)	18%	\$ 102,000	\$ 13,108	15%
19	Principal Payments- Debt Service	\$ 385,619	\$ 321,543	\$ (64,076)	\$ 514,159	\$ (192,616)	-20%	\$ 320,410	\$ (1,133)	0%
20	Interest Expense	\$ 139,957	\$ 159,725	\$ 19,768	\$ 272,938	\$ (113,213)	12%	\$ 146,720	\$ (13,005)	-8%
21	Business and Office Expense	\$ 9,458	\$ 14,775	\$ 5,317	\$ 12,000	\$ 2,775	36%	\$ 12,505	\$ (2,270)	-15%
22	Telephone Expense	\$ 8,731	\$ 11,440	\$ 2,709	\$ 11,641	\$ (201)	24%	\$ 11,962	\$ 522	0%
23	MV EDGE Service Fees- GLDC	\$ 364,835	\$ 486,447	\$ 121,612	\$ 486,447	\$ 0	25%	\$ 486,447	\$ -	0%
24	Occupancy Cost - BLDG 440	\$ 23,316	\$ 18,316	\$ (5,000)	\$ 28,000	\$ (9,684)	-27%	\$ 22,860	\$ 4,544	25%
25	GLDC PILOT Payments (GLDC Owned Buildings)	\$ 103,801	\$ 170,005	\$ 66,204	\$ 144,565	\$ 25,440	39%	\$ 181,299	\$ 11,294	7%
26	Lease Building - Janitorial Cost	\$ 101,332	\$ 132,221	\$ 30,889	\$ 132,578	\$ (357)	23%	\$ 132,047	\$ (174)	0%
27	Lease Building - Waste Removal	\$ 15,651	\$ 22,484	\$ 6,833	\$ 20,868	\$ 1,615	30%	\$ 21,050	\$ (1,434)	-6%
28	Lease Utilities - Electric	\$ 80,632	\$ 91,496	\$ 10,864	\$ 107,509	\$ (16,013)	12%	\$ 84,650	\$ (6,846)	-7%
29	Lease Utilities - Gas	\$ 17,878	\$ 22,031	\$ 4,152	\$ 27,878	\$ (5,848)	19%	\$ 20,983	\$ (1,047)	-5%
30	Lease Utilities- Water & Sewer	\$ 8,051	\$ 12,089	\$ 4,038	\$ 10,734	\$ 1,354	33%	\$ 10,734	\$ (1,354)	-11%
31	Railroad Improvement Escrow For Sovena USA	\$ 11,250	\$ 15,000	\$ 3,750	\$ 15,000	\$ -	25%	\$ 15,000	\$ -	0%
32	Transportation Rebate to Sovena USA	\$ 30,000	\$ 40,000	\$ 10,000	\$ 40,000	\$ -	25%	\$ 40,000	\$ -	0%
33	Depreciation and Amortization	\$ 78,830	\$ 109,025	\$ 30,195	\$ 109,025	\$ -	28%	\$ 109,025	\$ -	0%
34	CGR Operating Expenses	\$ 435,643	\$ 149,844	\$ (285,800)	\$ 580,858	\$ (431,014)	-191%	\$ 126,079	\$ (23,765)	-16%
	Total Expenses:	\$ 3,153,755	\$ 3,534,214	\$ 380,460	\$ 4,310,554	\$ (776,339)	12%	\$ 3,499,915	\$ (34,299)	-1%
	Excess or (Deficiency) of Revenue over Expenditures	\$ 105,552	\$ (0)	\$ (105,552)	\$ 2,277	\$ 2,277		\$ 0	\$ 0	

Meeting Minutes
Griffiss Local Development Corporation
Audit Committee
584 Phoenix Drive Rome, NY - WebEx
March 11, 2025 – 10:00 AM

Members Present: Elis DeLia, Frank Vetrone, Erin Weiman (via Webex), Kevin Martin

Members Absent: Deb Grogan (via Webex)

Others Present: Shawna Papale, Maureen Carney, Nicole Chubbuck, Roy Miller, Mark Barraco, Christian Giardino

The meeting was called to order at 10:04 AM.

On a motion by Mr. Vetrone, seconded by Mr. DeLia, the committee unanimously approved the minutes from the November 19, 2024 meeting.

2024 AUDIT ENGAGEMENT

Ms. Chubbuck reviewed the required communication with those charged with governance. There were no new accounting standards for the 2024 engagement.

There was a prior period adjustment related to the Kelberman Center project. There were expenses that were capitalized in the PY that were expensed due to the cancellation of the project.

Ms. Chubbuck noted that a clean opinion was issued for the 2024 audit. Ms. Chubbuck reviewed the required professional standards that D'Arcangelo must follow in performing the audit and noted that the financial statements are the responsibility of management. She also went over the process of evaluating controls and risk assessment when performing the audit.

Mr. Miller led a review of the financial statements and discussed several significant changes from 2023 to 2024. Federal and state grant revenue decreased for the CY mostly due to a decrease in activity related to the EDA Gas Conversion Project. Note disclosures were the same as PY, except for a note disclosing the prior period adjustment related to the Kelberman Project.

The single audit threshold will increase to \$1,000,000 for 2025. GLDC does not anticipate exceeding this threshold based on current open grants/projects.

Mr. Vetrone made a motion to approve the audit report, seconded by Mr. Martin. The committee unanimously approved the audit report.

Ms. Papale thanked the EDGE finance team for their hard work.

Mr. Delia adjourned the meeting at 10:28 AM.

***GRIFFISS LOCAL DEVELOPMENT
CORPORATION AND SUBSIDIARIES***

CLIENT COMMUNICATIONS DOCUMENT

For the Year Ended December 31, 2025

Prepared by: D'Arcangelo & Co., LLP

GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

TABLE OF CONTENTS

	<u>Page</u>
Engagement Plan	
Engagement Administration	1-2
Timing of Fieldwork	2-3
Scope of Services	4-5
Scope of Audit Procedures	
Objectives of Audit	7-11
Board Communications	12
Communicating Internal Control Matters	12-13
Future Highlights and Changes	
Auditing Standards and Accounting Standards	14-16

GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

ENGAGEMENT PLAN

Engagement Administration

The engagement will be staffed with various levels of experience for maximum efficiency while maintaining D'Arcangelo & Co., LLP's highest standards of quality control. All of D'Arcangelo & Co., LLP staff assigned to the engagement will have met or exceeded the continuing professional education requirements of the Government Auditing Standards. We will try to maintain the same staff on the engagement during the audit process.

Nicole E. Chubbuck, CPA – Engagement Partner

Nicole Chubbuck is a graduate of the University at Albany- SUNY. She is a member of the American Institute of Certified Public Accountants, the New York State Society of Certified Public Accountants, and serves on the New York State Society of Certified Public Accountants – Public Schools Committee and is the Chairperson of the firm's Quality Control Committee.

Nicole has fifteen years' experience in public accounting on nonprofit organizations, employee benefit plans, school districts, community colleges, BOCES, and other governmental audit engagements, including Federal Single Audits under Uniform Guidance. In addition, she has extensive knowledge of complex audit issues such as implementation of reporting standards, internal control evaluation, and Single Audit Compliance requirements. Mrs. Chubbuck maintains current on all ERISA, nonprofit and governmental accounting and auditing topics by regularly attending seminars.

Nicole will be responsible for the overall planning of the engagement, coordination of the work performed, and preparation of the final reports. She will be accessible at all times to respond to requests and coordinate communications.

Courtney Pearsall, CPA – Concurring Partner

Courtney Pearsall is a graduate of Penn State University. She serves as a member on our Firm's ERISA Practice Unit and is responsible for developing our in-house employee benefit seminars. She has over fifteen years of experience in public accounting, working on a broad range of audit engagements including nonprofit organizations, employee benefit plans, and public companies, of all sizes. Her responsibilities with these clients have included testing of expenditure and revenue accounts, detailed analysis of balance sheet accounts, report preparation, as well as internal control evaluation.

Courtney is a member of the American Institute of Certified Public Accountants (AICPA) and the New York State Society of Certified Public Accountants (NYSSCPA). She stays current on accounting and auditing topics by regularly attending seminars during the year.

Courtney will be responsible for concurring on the overall engagement and final reports. She will also be accessible to management during the year to respond to requests and for consulting matters.

GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

ENGAGEMENT PLAN

Roy A. Miller, CPA – Principal

Roy Miller is a highly experienced Certified Public Accountant with an extensive background in governmental compliance audits, employee benefit plan audits, not-for-profit audits, and financial statement preparation. Mr. Miller is a graduate of Utica College of Syracuse University with a Bachelor of Science in Accounting and has twenty years of experience in auditing. As a Manager on audit engagements, he is responsible for supervising many different aspects of the firm's audits including planning, risk assessment, supervision of staff, and report preparation. Mr. Miller is also skilled in the compliance requirements of numerous state and federal programs, internal control evaluation, and computer assisted auditing techniques over large databases of electronic information.

Mr. Miller is a member of the American Institute of Certified Public Accountants (AICPA) and the New York State Society of Certified Public Accountants (NYSSCPA). He also serves as a member on the firm's ERISA Practice Unit.

Mr. Miller maintains current on all non-profit and governmental accounting and auditing topics by regularly attending seminars during the year.

Additional Staff

The remainder of our audit team will be drawn from our staff based on the time requirements to complete the assignment. We have integrated various levels of staff into our audit plan in order to perform our work as efficiently as possible and still maintain quality supervision of the work performed. All staff assigned to this engagement will have previous nonprofit and governmental audit experience.

Timing of Field Work

The timing of the audit fieldwork will be at the convenience of Griffiss Local Development Corporation and Subsidiaries (the Corporation) and coordinated to meet all of its reporting deadlines. D'Arcangelo & Co., LLP maintains a division of staff specializing in auditing nonprofit organizations and is, therefore, flexible enough to offer our services at competitive rates. We will utilize the same staff throughout the engagement. Provided below is a tentative audit plan for the Corporation and is subject to change to conform to management's deadlines.

GRIFFISS LOCAL DEVELOPMENT CORPORATION AND SUBSIDIARIES

ENGAGEMENT PLAN

Audit Phase	Target Dates
Preaudit entrance conference to review this document; provide and engagement letter; discuss timing of fieldwork, audit programs and procedures, and staffing. At this time, we will also explain any new accounting, financial reporting, or audit standards which may affect the engagement.	November 19, 2025
Perform interim audit procedures including review and documentation of internal controls, risk assessment, preliminary analytic review, transaction testing and determining and mailing confirm letters.	December 8, 2025 – December 11, 2025
Year-end audit fieldwork including updates of internal control structure, analytic review, detailed test work and account balance substantiation.	February 2026
Exit conference to review draft consolidated financial statements and draft management letter.	March 2026
Deliver the final consolidated financial statements and management letter.	Up to One Week After Exit Conference
Completion of Griffiss Local Development Corporation's Forms 990 and NYS Char 500.	By May 15, 2026
Presentation to the Board of Directors.	As Requested

ENGAGEMENT PLAN

Scope of Services

We will audit the consolidated financial statements of Griffiss Local Development Corporation and Subsidiaries as of December 31, 2025, and for the year then ended in accordance with auditing standards generally accepted in the United States of America.

We understand that the Corporation will provide us with the basic information required for our audits and is responsible for the accuracy and completeness of that information. We will advise the Corporation about appropriate accounting principles and their application and will assist in the preparation of the financial statements, but the responsibility for the financial statements remains with the Corporation. This responsibility includes the maintenance of adequate records and the related internal control structure, the selection and application of accounting principles, and the safeguarding of assets.

In accordance with the above standards, we intend to issue the following report, as required:

1. Independent Auditor's Report on Griffiss Local Development Corporation and Subsidiaries' consolidated financial statements.
2. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Consolidated Financial Statements Performed in Accordance with Government Auditing Standards (if applicable)

In addition to the aforementioned reports, we will also prepare the appropriate information returns for the Corporation and prepare a letter to management evaluating the Corporation's policies and procedures based on our understanding of its internal control structure. Unless otherwise requested, it is D'Arcangelo & Co., LLP's policy to review all reports and management letter recommendations with management prior to presentation to the Board of Directors.

D'Arcangelo & Co., LLP's philosophy of providing professional services, including audits, is to fully integrate the engagement partner in all facets of the engagement from planning to report preparation. With our available resources and experience in auditing non-profits, D'Arcangelo & Co., LLP is able to offer experienced staff equal to or exceeding that of a national firm combined with the personal attention provided by small firms.

ENGAGEMENT PLAN

It is the policy of our Firm that all audit and attestation engagements be properly planned, supervised, and reviewed. The Firm has adopted the Practitioner Publishing Company (PPC) services for use on all engagements. The PPC methodology is a risk-based audit approach that emphasizes using knowledge of the entity to make the risk assessments in connection with a financial statement audit. This approach is designed to help us efficiently and effectively perform financial statement audits in accordance with auditing standards generally accepted in the United States of America. The Firm also utilizes ProSystem Fx which allows us to perform paperless audits.

The Firm also uses custom designed programs to meet the needs of each individual engagement.

Generally Accepted Auditing Standards require that that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit plan will provide a reasonable basis for our opinion.

The concept of reasonable assurance is a high, but not absolute, level of assurance. Put another way, we must plan and perform the audit in such a way to obtain sufficient appropriate audit evidence to reduce audit risk to a low level. Although “reasonable assurance” is a high level of assurance, it is not absolute assurance. Absolute level of assurance is not attainable because the audit does not examine 100 percent of the transactions or events and because of the limitations of the entity’s internal control.

The Risk Assessment auditing standards pertains to our responsibilities for the identification of the existence of fraud and the procedures and testing required to perform the audit. Our Firm utilizes a variety of sampling techniques to confirm our understanding of internal controls and to substantiate the assertions being audited. These techniques range from random sampling to the use of computer assisted audit tools including data extraction and data mining software. The software allows us to enhance our sampling techniques to include unusual transactions from large data sets.

Before issuing an audit report, a review shall be performed by someone not assigned to the engagement with appropriate technical competence and authority. This will entail reading of the basic financial statements and auditor’s report, as well as a review of sufficient documentation to provide reasonable assurance to allow issuance of the report and financial statements.

Other Consultation

As part of the engagement, we will also respond to limited inquiries throughout the fiscal years without an additional charge.

SCOPE OF AUDIT PROCEDURES

Objectives of Audit

The purpose of an audit is to express an opinion on the Corporation's annual consolidated financial statements which are the representation of management. Management usually makes their representation through the Corporation's financial statements and compliance with laws and regulations. For this purpose, we conduct the audits of the Corporation in accordance with U.S. Generally Accepted Auditing Standards (GAAS) issued by the American Institute of Certified Public Accountants (AICPA).

The above is the basic premise of the entire audit. However, to fully understand its depth, the basic objectives must be categorized as follows:

1. Expression of an Opinion on the Consolidated Financial Statements - This objective involves the expression of an opinion on the basic financial statements as to whether they are fairly presented in conformity with U.S. generally accepted accounting principles (GAAP).
2. Consideration of Internal Control Components - In order to perform an effective audit, we develop a risk assessment based on the internal control components relevant to the audit of the financial statements. The internal control components consist of five elements:

Control Environment
Risk Assessment
Control Activities
Information and Communication
Monitoring

The above elements will be discussed more in depth later. In accordance with GAAS, all findings, if any, are to be communicated with management. However, our report is not intended to provide assurance on the internal control structure.

Audit Procedures

In order to complete the audit in a timely manner, we perform our work in the following phases:

Phase I - This phase includes an entrance conference and our preliminary work. Our entrance conference would be with management and an audit committee or finance committee of the Board, if applicable. It mainly involves documenting and testing the internal controls in order to evaluate the extent of testing and analysis which must be completed in subsequent phases.

<p>SCOPE OF AUDIT PROCEDURES</p>

Significant Risks

As part of our audit planning, we have identified the following significant risks of material misstatement:

- Revenue Recognition – The risk of improper revenue recognition due to fraud. To address this risk, we will test internal controls over primary source of revenues, leases. In addition, we will perform substantive tests on grant and lease revenues, as well as perform detailed analytics, and investigate significant variances from our expectations.
- Management Override of Controls – This risk includes areas such as estimates, journal entries and significant unusual transactions. This risk will be addressed as follows:
 - Review accounting estimates for bias
 - Examine journal entries and other adjustments
 - Perform fraud inquiries
 - We will maintain an appropriate degree of professional scepticism throughout the audit and more experienced audit staff will be assigned to the higher risk areas.
 - We will incorporate an element of unpredictability when performing our audit procedures.
 - Detailed expectations will be developed and any unexpected variances will be investigated.

Phase II - This phase is completed after December 31, when Griffiss Local Development Corporation has made all its adjustments to its trial balance. The extent of the procedures performed depends upon professional judgment based on the consideration of the results of Phase I.

Phase III - This phase involves concluding the audit by considering the results of Phase I and II. During this Phase, we revisit our initial risk assessment and re-assess. We consider if we have obtained our audit objectives or if we need to extend our audit procedures to meet those objectives.

Phase IV - Involves the preparation of the financial statements in accordance with GAAP. This phase also involves the preparation of all necessary reports in compliance with GAAS. At this point, we also prepare a management letter which summarizes our findings and recommendations.

A. Phase I - Preliminary Audit Procedures - Generally considered the planning phase in which we assess the level of risk of errors or irregularities in management's assertions. Management's assertions take the form of existence, completeness, rights and obligations, valuation and allocation, and presentation and disclosure of financial information.

<p>SCOPE OF AUDIT PROCEDURES</p>

1. Risk Assessment - In order to properly assess risk, we must take at least the following into consideration:
 - a. Prior year audit experience;
 - b. Control Environment - The control environment is basically management's policies and attitudes. This would include motivational concerns such as budget constraints, political agendas, and other outside factors;
 - c. Legal requirements of grants agreements on the Federal, State, or local level;
 - d. Reporting Requirements - This would include both reports prepared for internal or external use;
 - e. Information and Communication - The information system is the actual mechanism used to process information. This would include all the modules of the Corporation's accounting and computer system used to identify, assemble, analyze, classify, record, and report transactions.
 - f. Monitoring - The process of assessing the quality of internal control performance over time.
 - g. Control Activities - The policies and procedures that help ensure management directives are carried out. This area concerns itself with procedures used to authorize and ensure the correctness of the transactions being processed and to ensure management's objectives are being achieved.

Also, when assessing risk, we consider each control cycle separately. This individual assessment must be broken down into three categories:

 - Inherent Risk - The mere nature of the transaction renders it susceptible to risk of irregularities (i.e. cash receipts).
 - Control Risk - The risk that an error or irregularity might occur despite the control procedures in place.
 - Detection Risk - Because the audit uses sampling and judgment, there is risk that errors or irregularities might occur and not be detected in the audit.
2. Materiality - During this stage of the audit, we also consider the concept of materiality. Materiality is defined in the Financial Accounting Standards Board's State of Financial Accounting Concepts No. 2 as, "the magnitude of an omission of misstatements of account information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement." We estimate materiality for December 31, 2025 will approximate \$60,000.

<p>SCOPE OF AUDIT PROCEDURES</p>

The consideration of materiality is used to assist in the planning of the extent of audit procedures. This consideration ultimately depends upon professional judgment, and it is considered both on a quantitative and qualitative basis.

3. Consideration of Fraud – Auditing Standards require us to consider the risks of material misstatement of the financial statements due to fraud and to design the audit to provide reasonable assurance of detecting fraud that result in the financial statements being materially misstated.

There are two types of misstatements caused by fraud:

1. Misstatements resulting from fraudulent financial reporting – intentional misstatements, or omissions, of amounts or disclosures from the financial statements with the intent of deceiving financial statement users.
2. Misstatements resulting from misappropriation of assets – theft of the Corporation’s assets that results in the financial statements not being presented, in all material respects, in conformity with GAAP.

The following outlines our risk assessment process:

1. We will hold a discussion amongst engagement team members to consider the susceptibility of your financial statements. This discussion will include how your assets could be misappropriated, how management could perpetrate and conceal fraudulent financial reporting, and different accounts or audit areas that might be susceptible to fraud or other risks.
2. Obtain other information needed to identify risks of material misstatements due to fraud. This may be accomplished by inquiring with management and others about their knowledge of any fraud that may have occurred and their understanding of the risks of fraud. In addition, preliminary analytical procedures will be considered along with the consideration of the existence of fraud risk factors.
3. We will identify risks of material misstatements due to fraud using professional judgment and our knowledge of the Corporation’s management, internal controls, and industry.
4. Identified fraud and other risks will then be assessed for controls that mitigate the risk or other antifraud programs in place.

<p>SCOPE OF AUDIT PROCEDURES</p>

5. All remaining risks identified will require responses specifically tailored to your audit. The final approach and design of the audit will be customized to your identified risks to provide reasonable assurance that your financial statements are free of material misstatement due to fraud.

Although it appears as though there is a sequential process to considering the risks of fraud, the above procedures will be performed throughout the audit process concurrently with other procedures.

4. Test of Transaction Cycles - After documenting and assessing the internal control structure of the Corporation, we perform tests to conclude on the effectiveness of the procedures and to further assess the internal controls. Generally, due to the high volume of small transactions at the Corporation, our sample sizes are dependent upon the initial assessment of risk. We will use selective sampling techniques to accomplish our objectives in relation to the assessed risk. We generally sample and test between 25 and 40 selections of each transaction cycle to accomplish our objectives in relation to the assessed risk.
5. Other Preliminary Procedures - In addition to the above procedures, we also perform the following procedures in Phase I:
- a. Analytical Procedures - This is conducted using various sources of information. Such procedures include at least the following:
 - 1. Prior year to actual comparisons;
 - 2. Budget to actual comparisons;
 - 3. Investigation of any deviances from anticipated results of management based on inquiries and other procedures.
 - b. Review of Board Minutes – This procedure includes reading and noting pertinent matters for the audit. All audit procedures are designed with these matters taken into consideration.

<p>SCOPE OF AUDIT PROCEDURES</p>

B. Phase II – Year-End Audit Procedures

Based upon the results of Phase I, we evaluate the internal control structure and design the audit procedures to meet various audit objectives. The following is a brief summary of areas tested at year end:

1. Cash
2. Investments
3. Accounts Receivable
4. Prepaid Expenses
5. Fixed Assets
6. Liabilities
7. Payroll and Related Liabilities
8. Debt
9. Deferred Revenue
10. Net Assets
11. Revenues
12. Expenses
13. Final Review of Board Minutes

Additional Procedures

By employing data extraction and data mining software to the Corporation's data base files, we would be able to greatly enhance our sampling procedures and analyze large sets of data for inconsistencies in a matter of minutes.

Examples of procedures with which we have had prior success include the following:

- GAP sequence detection in check runs
- Selection of high risk transactions such as credit card invoices, etc.
- Duplicate vendor payments

By incorporating these comprehensive procedures along with others, we will be able to minimize the risk of not detecting material errors in the financial statements. We can provide assurance based on sound and thorough testing of the Corporation's records.

We will incorporate these techniques based on our risk assessment or the request of management. If requested, some of the procedures may be considered outside the scope of the audit. We will discuss the additional service with management prior to conduct on the procedures and arrive at a revised fee.

<p>SCOPE OF AUDIT PROCEDURES</p>

C. Phase III – Re-Evaluate Risk Assessment

Based on the audit procedures performed, we reevaluate the initial risk assessment to determine if further procedures are required.

D. Phase IV - Reporting on and Preparing Financial Statements

Once all fieldwork is completed and adjusting journal entries (if any) are made, the report preparation phase will begin. This includes assisting the Corporation in preparing the financial statements in accordance with generally accepted accounting principles, and preparing the management letter. New accounting pronouncements and auditing guidelines will affect the complexity and time involved in this phase.

Once the financial statements are drafted, we will provide management with a draft. Since the financial statements are the responsibility of management, management will need to provide us with documentation of the review and acceptance of the financial statements with the accompanying information.

At this point, we are required to provide the Audit Committee with a draft for their approval. We will meet with the Audit Committee to discuss the financial statements and related management letter.

Board Communications

In accordance with *AU-C Section 260 The Auditor's Communication With Those Charged With Governance*. The standard requires the following:

1. Our Responsibility under Auditing Standards Generally Accepted in the United States of America
2. Planned Scope and Timing of the Audit
3. Significant Accounting Policies
4. Accounting Estimates
5. Difficulties Encountered in Performing the Audit
6. Corrected and Uncorrected Misstatements
7. Disagreements with Management
8. Management Representations
9. Management Consultations with Other Independent Accountants
10. Other Audit Findings or Issues

Communicating Internal Control Matters

During the course of an audit, we may become aware of deficiencies in internal control while obtaining an understanding of Corporation and its environment, including its internal control, assessing the risks of material misstatement of the financial statements due to error or fraud, performing further audit procedures to respond to assessed risks, communicating with management or others (for example, internal auditors or governmental authorities), or otherwise. Our communication to the Board regarding internal control matters to you in accordance with the requirements of *AU-C section 265, Communicating Internal Control Related Matters Identified in an Audit (AICPA, Professional Standards)*. The Standard includes the following definitions and requirements:

SCOPE OF AUDIT PROCEDURES

1. Definitions of the following terms:

- **“Deficiency in internal control.** A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A deficiency in *design* exists when (a) a control necessary to meet the control objective is missing, or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in *operation* exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.
- **Material weakness.** A deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis.
- **Significant deficiency.** A deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.”

2. Requires the auditor to evaluate the severity of each deficiency in internal control identified as part of the audit to determine whether the deficiency, individually or in combination, is a significant deficiency or material weakness. The severity of the deficiency depends on the magnitude of the potential misstatement and whether there is a reasonable possibility that the entity’s controls will fail to prevent or detect and correct a misstatement of an account balance or disclosure. Compensating controls are controls that limit the severity of the control deficiency, which the auditor may consider only if the compensating controls were tested for operating effectiveness as part of the financial statement audit.

3. Requires the auditor to report in writing to management and those charged with governance significant deficiencies and material weaknesses in internal control. Those matters should be communicated even if they were previously communicated to those parties in connection with previous audits, and they have not yet been remediated. It also requires the auditor to communicate internal control matters to management and those charged with governance no later than 60 days following the report release date.

For significant deficiencies and material weaknesses, the communication should include a description of the matter and an explanation of the potential effects.

4. The auditor should communicate in writing to management and those charged with governance on a timely basis significant deficiencies and material weaknesses identified during the audit, including those that were remediated during the audit.

5. The auditor should communicate in writing or orally to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in the auditor’s professional judgment, are of sufficient importance to merit management’s attention. If other deficiencies in internal control are communicated orally, the auditor should document the communication.

The auditor should not issue a written communication stating that no significant deficiencies were identified during the audit.

FUTURE HIGHLIGHTS AND CHANGES

All rights reserved. For information about the procedure for requesting permission to make copies of any part of this work, please call the AICPA Copyright Permissions Hotline at 201-938-3245. A Permissions Request Form for emailing requests is available at <http://www.aicpa.org> by clicking on the copyright notice on any page. Otherwise, requests should be written and mailed to the Permissions Department, AICPA, Harborside Financial Center, 201 Plaza Three, Jersey City, NJ 07311-3881.

AUDITING STANDARDS (SAS)

Statement on Auditing Standards No. 146, Quality Management for an Engagement Conducted in Accordance With Generally Accepted Auditing Standards

SAS 146 addresses:

- Public interest considerations by encouraging proactive management of quality at the engagement level, emphasizing the importance of the exercise of professional skepticism, enhancing the documentation of the auditor's judgments, and reinforcing the need for robust communications during the audit.
- How the engagement partner leverages the firm's system and manages quality at the engagement level. The SAS makes clear that the engagement partner has overall responsibility for managing and achieving quality.

SAS No. 146 becomes effective for engagements conducted in accordance with GAAS for periods beginning on or after December 15, 2025.

ACCOUNTING STANDARDS UPDATES (ASU)

ASU 2023-08 Intangibles—Goodwill and Other—Crypto Assets (Subtopic 350-60): Accounting for and Disclosure of Crypto Assets

The amendments apply to all entities. ASU No. 2023-08 is intended to improve the accounting for certain crypto assets by requiring an entity to measure those crypto assets at fair value each reporting period with changes in fair value recognized in net income. The amendments also improve the information provided to investors about an entity's crypto asset holdings by requiring disclosure about significant holdings, contractual sale restrictions, and changes during the reporting period. The amendments in the ASU apply to all assets that meet all the following criteria:

1. Meet the definition of intangible asset as defined in the FASB Accounting Standards Codification;
2. Do not provide the asset holder with enforceable rights to or claims on underlying goods, services, or other assets;
3. Are created or reside on a distributed ledger based on blockchain or similar technology;
4. Are secured through cryptography;
5. Are fungible; and
6. Are not created or issued by the reporting entity or its related parties.

FUTURE HIGHLIGHTS AND CHANGES

The ASU is effective for all entities for fiscal years beginning after December 15, 2024, including interim periods within those fiscal years. Early adoption is permitted for both interim and annual financial statements that have not yet been issued (or made available for issuance). If an entity adopts the amendments in an interim period, it must adopt them as of the beginning of the fiscal year that includes that interim period.

ASU No. 2023-08 requires a cumulative-effect adjustment to the opening balance of retained earnings (or other appropriate components of equity or net assets) as of the beginning of the annual reporting period in which an entity adopts the amendments.

Income Taxes (Topic 740): Improvements to Income Tax Disclosures

Among other things, these amendments require that all entities disclose on an annual basis the following information about income taxes paid:

1. The amount of income taxes paid (net of refunds received) disaggregated by federal (national), state, and foreign taxes
2. The amount of income taxes paid (net of refunds received) disaggregated by individual jurisdictions in which income taxes paid (net of refunds received) is equal to or greater than 5 percent of total income taxes paid (net of refunds received).

The amendments also require that all entities disclose the following information:

1. Income (or loss) from continuing operations before income tax expense (or benefit) disaggregated between domestic and foreign
2. Income tax expense (or benefit) from continuing operations disaggregated by federal (national), state, and foreign.

The ASU is effective for public business entities for annual periods beginning after December 15, 2024. For entities other than public business entities, the amendments are effective for annual periods beginning after December 15, 2025. Early adoption is permitted for annual financial statements that have not yet been issued or made available for issuance. The amendments should be applied on a prospective basis. Retrospective application is permitted.

FUTURE HIGHLIGHTS AND CHANGES

ASU 2025-05 Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets

The amendments provide (1) all entities with a practical expedient to assume that current conditions as of the balance sheet date do not change for the remaining life of the assets and (2) entities other than public business entities with an accounting policy election to consider collection activity after the balance sheet date when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under Topic 606.

This ASU is effective for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods. Early adoption is permitted in both interim and annual reporting periods in which financial statements have not yet been issued or made available for issuance. An entity should apply ASU No. 2025-05 prospectively to estimates of expected credit losses on asset balances described in ASC paragraph 326-20-30-10A performed after the date of adoption. An entity other than a public business entity that elects the practical expedient and, if applicable, the accounting policy election after the effective date would not need to perform a preferability assessment in accordance with ASC paragraph 250-10-45-2.

6.

D'Arcangelo & Co., LLP

Certified Public Accountants & Consultants

200 East Garden Street, P.O. Box 4300, Rome, N.Y. 13442-4300
315-336-9220 Fax: 315-336-0836

November 14, 2025

Ms. Shawna Papale, Authorized Representative and Board
Griffiss Local Development Corporation
584 Phoenix Drive
Rome, NY 13441

Dear Shawna:

We are pleased to confirm our understanding of the services we are to provide for Griffiss Local Development Corporation for the year ended December 31, 2025.

Audit Scope and Objectives

We will audit the consolidated financial statements of Griffiss Local Development Corporation (the Organization), which comprise the consolidated statement of financial position as of December 31, 2025, the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the disclosures (collectively, the "financial statements"). Also, if supplementary information accompanies the financial statements, it will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS; and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Page 2

Ms. Shawna Papale, Authorized Representative
Griffiss Local Development Corporation
November 14, 2025

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Organization and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We will also conclude, based on audit evidence obtained whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organizations ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us

Page 3

Ms. Shawna Papale, Authorized Representative
Griffiss Local Development Corporation
November 14, 2025

during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the organization complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Other Services

We will prepare the Organization's federal and state information returns for the year ended December 31, 2025 based on information provided by you. We will also assist in preparing the financial statements of the Organization, in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statements and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the information return, but management must make all decisions with regard to those matters.

You agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will assist in the preparation of certain cash and other confirmations we request as well as certain schedules and analysis and will locate any documents selected by us for testing.

Nicole E. Chubbuck, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be based on the actual time spent at our standard, hourly rates. We estimate our fees for this engagement will not exceed \$30,750. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered at the completion of our work and are payable on presentation.

Page 4

Ms. Shawna Papale, Authorized Representative
Griffiss Local Development Corporation
November 14, 2025

Reporting

We will issue a report upon completion of our audit of Griffiss Local Development Corporation's financial statements. Our report will be addressed to the board of directors of Griffiss Local Development Corporation. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We appreciate the opportunity to be of service to Griffiss Local Development Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

D'Arcangelo & Co., LLP

D'Arcangelo & Co., LLP:

This letter correctly sets forth the understanding of Griffiss Local Development Corporation.

Signature

Authorized Representative
Title

Signature

Board Chairman
Title

Agenda
Griffiss Local Development Corporation
Ethics Committee
November 19, 2025
584 Phoenix Drive, Rome, NY 13441

- 1) Call Meeting to Order
- 2) Minutes – November 19, 2024
- 3) Ethics Policy Review
 - a) Reminder Financial Disclosure Forms (Oneida County)

Next meeting: Date, time, and location to be determined

Meeting Minutes
Griffiss Local Development Corporation
Ethics Committee
584 Phoenix Drive Rome, NY - WebEx
November 19, 2024 – 12:00 PM

Members Present: Elis DeLia, Frank Vetrone, Kevin Martin (via Webex)

Others Present: Jef Saunders, Maureen Carney, Laura Cohen

The meeting was called to order at 12:00 PM.

On a motion by Mr. Vetrone, seconded by Mr. Martin, the committee unanimously approved the minutes from the November 28, 2023 meeting.

ETHICS POLICY

Chair DeLia stated that no changes were made to the current ethics policy. The staff will distribute the link to the financial disclosure form with Oneida County. Please fill it out as soon as possible.

There being no further business, the meeting was adjourned by consensus.

GRIFFISS LOCAL DEVELOPMENT CORPORATION

CODE OF ETHICS

Adopted as of August 26, 2010

This Code of Ethics (the “Code”) shall apply to all Griffiss Local Development Corporation (“GLDC”) directors, officers, authorized representatives and employees (each, individually, a “Covered Person” and, collectively, the “Covered Persons”).

This Code shall serve as a guide for official conduct and is intended to enhance the ethical and professional performance of the Covered Persons and to preserve public confidence in GLDC’s mission.

ARTICLE I Standards of Conduct

1. No Covered Person should accept other employment which will impair his or her independence of judgment in the exercise of his or her official duties.

2. No Covered Person should accept employment or engage in any business or professional activity which will require him or her to disclose confidential information which he or she have gained by reason of his or her official position or authority.

3. No Covered Person should disclose confidential information acquired by him or her in the course of his or her official duties nor use such information to further his or her personal interests.

4. No Covered Person should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others.

5. No Covered Person should engage in any transaction as representative or agent of GLDC with any business entity in which he or she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his or her official duties.

6. No Covered Person should by his or her conduct give reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she are affected by the kinship, rank, position or influence of any party or person.

7. Each Covered Person should abstain from making personal investments in enterprises which he or she has reason to believe may be directly involved in decisions to be made by him or her or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest.

8. Each Covered Person should endeavor to pursue a course of conduct which will not

raise suspicion among the public that he or she is likely to be engaged in acts that are in violation of his or her trust.

ARTICLE II

Conflict of Interest and Confidentiality Policy

At least once annually, each Covered Person shall be given copies of this Code and of GLDC's Conflict of Interest and Confidentiality Policy (the "Conflicts Policy"), and acknowledge his or her receipt thereof, in writing. Any actual or possible conflict of interest shall be identified, disclosed and addressed by the Board (or relevant committee thereof) in accordance with the procedures set forth in the Conflicts Policy. Violations of the Conflicts Policy shall be dealt with pursuant to the procedures contained therein.

ARTICLE III

Ethics Officer

GLDC's Board of Directors (the "Board") shall designate an officer, director or employee of GLDC to serve as its Ethics Officer. In the event of a vacancy, the Board Chair shall serve as the Ethics Officer until such time as the Board appoints a successor.

The Ethics Officer shall report to the Board. The Ethics Officer shall have the duties set forth below, and such other duties as may be prescribed by the Board:

1. Advise in confidence each Covered Person who seeks guidance regarding ethical behavior.
2. Receive and investigate complaints about possible violations of this Code.
3. Dismiss complaints found to be without substance.
4. Prepare investigative reports of his or her findings to be submitted for action by the Board.

ARTICLE IV

Reporting Unethical Behavior

Covered Persons should report violations of this Code of Ethics to the Ethics Officer. If the complaint involves the Ethics Officer, the complaint should be made to the Board Chair or Vice Chair. Reports will be kept confidential to the extent possible. The Ethics Officer shall promptly forward reports of violations of this Code to GLDC's legal counsel, who shall assist the Ethics Officer in the prompt investigation of the claim.

In addition to any penalties contained in any applicable provision of law, any Covered Person who knowingly and intentionally violates any of the provisions of this Code or the Conflicts Policy may be removed from office or employment in the manner provided for by law. Nothing herein shall be construed to modify the employment-at-will status of GLDC's employees.

ARTICLE V
Retaliation Prohibited

No individual, regardless of his or her position with GLDC, will be subject to retaliation for reporting in good faith a violation (or violations) of this Code or the Conflicts Policy or other acts of wrongdoing, misconduct, malfeasance, or inappropriate behavior. Claims of retaliation will be promptly investigated. Any Covered Person who retaliates against a person who has reported a violation shall be subject to disciplinary action by GLDC, which may include removal from office and/or termination of employment.

ARTICLE VI
Implementation; Annual Review

This Code shall be provided to all Covered Persons upon commencement of employment or appointment and shall be reviewed annually by GLDC's Governance Committee.

Agenda
Griffiss Local Development Corporation
Governance Committee
November 19, 2025
584 Phoenix Drive, Rome, NY 13441

- 1) Call Meeting to Order
- 2) Minutes – November 19, 2024
- 3) Review Bylaws for Compliance

Next meeting: Date, time, and location to be determined

Meeting Minutes
Griffiss Local Development Corporation
Governance Committee
584 Phoenix Drive Rome, NY - WebEx
November 19, 2024 – 12:00 PM

Members Present: Elis DeLia, Frank Vetrone, Deb Grogan (via Webex)

Others Present: Jef Saunders, Shawna Papale, Maureen Carney, Laura Cohen, Marc Barraco

The meeting was called to order at 12:01 PM.

On a motion by Mr. Vetrone, seconded by Ms. Grogan, the committee unanimously approved the minutes from the November 28, 2023 meeting.

BYLAW AFFIRMATION

Chair DeLia affirmed that GLDC operates by the existing bylaws and that the board is fully in compliance. Mr. Saunders concurred. The committee members had no comments on the existing bylaws.

There being no further business, the meeting was adjourned by consensus.