

**Executive Committee Agenda
Griffiss Local Development Corporation
584 Phoenix Dr.
Rome, NY 13441
Friday, May 15, 2026
1:00 PM**

1. Call Meeting to Order
2. Approval of Minutes: 4/17/26 **(Action)**
3. New Business:
 - I. Approval of CUBRC furniture purchase **(Action)**
 - II. Approval of proposed leasing of Tektronix space in building 770 **(Action)**
 - III. Approval of improvements in building 770 (paint, windows, flooring) **(Action)**
 - IV. Proposed improvement for building 780 rear parking lot **(Action)**
 - V. ICAN bid opening
4. Old Business
5. Executive Session
6. Adjourn Meeting

**Executive Committee Agenda
Griffiss Local Development Corporation
584 Phoenix Dr.
Rome, NY 13441
Friday, April 17, 2026
9:00 AM**

Members Present: Frank Vetrone, Elis DeLia, Kevin Martin, Erin Weiman, Deb Grogan

Staff Present: Frank Sanzone, Marc Barraco, Rachel Hadden, Shawna Papale, CJ Hanrahan, Zach Joyce

1. Call Meeting to Order

Chairman Delia called the meeting to order at 9:01 AM.

2. Approval of Minutes: 11/19/25 **(Action)**

On a motion by Frank Veterone, seconded by Deb Grogan, the directors unanimously approved the minutes from the November 19th, 2025, meeting.

3. Finance & Administration Report

I. CGR Sale of AIS

Mrs. Hadden reviewed proceeds from the sale of CGR, including payoff of outstanding debt. A strategy of staggered CDs to preserve liquidity was discussed by Mr. Delia as well as a long-term equipment planning (3–5 year horizon) by Mrs. Grogan.

On a motion by Kevin Martin, seconded by Frank Veterone, the directors voted to Invest \$1.5 million of CGR proceeds into staggered CDs. Deb Grogan abstained. The motion was approved.

II. Building 212(Parachute Shop) Sale

III. EPA Loan Repayment for building 212

The board discussed the sale of building 212 (Parachute Shop) as well as the EPA loan repayment for building 212.

- Purchase price deposited: approximately \$580,000.
- Reviewed prior investments and outstanding EPA loan structure (1% interest, deferred principal).

- Two scenarios presented:
 1. Pay off EPA loan after two years.
 2. Invest proceeds and use interest earnings to service loan over time.

A motion to replenish the GLDC Coffers with a two-year investment strategy was made by Deb Grogan and seconded by Kevin Martin. The directors unanimously approved the motion.

4. Operations Manager Report
5. New Business:

- I. Truck & Dump Box Purchase **(Action)**

Mr. Sanzone explained to the committee the current situation regarding one of the GLDC trucks. The existing truck is deemed unsafe and unreliable (23 years old, significant structural issues). A proposal was received for replacement truck at approximately \$67,864.

A motion to Approve purchase of replacement operations truck was made by Kevin Martin and seconded by Frank Veterone. The directors unanimously approved the motion.

- II. Building 770 – Potential Tenant Lease

Mrs. Papale discussed the “Tektronix” building with the board. Papale and Zachary Joyce explained to the committee that they would like to propose a lease for the new company in the building. The proposed lease details were as follows

- 10-year base term with two 3-year options
 - Starting rent: \$18.50/sq. ft., escalating to \$20/sq. ft.
 - Total projected revenue (16 years): ~\$3 million
 - Estimated net income: ~\$1.4 million
- Tenant improvement costs are estimated at \$35,750 (windows, flooring, paint).
 - Windows recommended regardless of tenancy; possible National Grid reimbursement.

A motion to authorize the lease proposal at \$18.50/sq. ft and to Approve tenant improvements up to \$35,750 was made by Frank Veterone and

seconded by Kevin Martin. The directors unanimously approved the motion.

6. Old Business

Building 776 – Daycare Center

Mrs. Papale gave updates to the directors on the upcoming daycare facility.

- Bids expected mid-May.
- Executive Committee to reconvene for bid approval once received.

Mr. Sanzone informed members of other details regarding the building:

- Major sewer line failure repaired near elevator area.
- Cost approximately \$30,000.
- Repair required regardless of renovation plans.
- Expense to be accounted for in the budget or reserves.

There being no further business, the meeting was adjourned at 9:33 AM.

To: GLDC Board of Directors

Overview

This memo consolidates recent information regarding (1) known and anticipated GLDC costs related to building maintenance and tenant improvements at the Griffiss business park and (2) proposed lease options for Project Brook (PROJECT BROOK) in the former Textronix space.

GLDC Improvement and Maintenance Costs

Known GLDC expenditures to date for general building improvements and tenant improvements are summarized below.

PROJECT BROOK Tenant Improvements B770

- Flooring: \$7,000
- Painting: \$11,250
- Cleaning: TBD

CUBRC – New Space Improvements B770

- Telecom termination (Crown Castle): \$6,713
- ROI Move Furniture: \$13,500
- ROI New Furniture: \$30,621.51
- Painting: TBD
- Cleaning: TBD
- Flooring: TBD

General Building Maintenance / Improvements

- Replace 12 windows (CUBRC new space): \$35,340
- Replace 6 windows (Textronix space): \$17,970
- Rizio Plumbing B796 improvement: \$33,000

Total Known GLDC Spend

\$ 155,394.51 (excluding TBD items)

Project Brook – Proposed Lease Options

Option 1 – Original Approved Lease: Average annual rent \$189,764

	\$/SF	Annual \$	Monthly \$	YR	Option A
1	\$ 18.50	\$ 182,965.00	\$ 15,247.08	2026	Initial Term
2	\$ 18.50	\$ 182,965.00	\$ 15,247.08	2027	
3	\$ 18.50	\$ 182,965.00	\$ 15,247.08	2028	
4	\$ 18.75	\$ 185,437.50	\$ 15,453.13	2029	
5	\$ 18.75	\$ 185,437.50	\$ 15,453.13	2030	
6	\$ 18.75	\$ 185,437.50	\$ 15,453.13	2031	
7	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2032	
8	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2033	
9	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2034	
10	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2035	
11	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2036	First Renewal
12	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2037	
13	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2038	
14	\$ 20.00	\$ 197,800.00	\$ 16,483.33	2039	Second Renewal
15	\$ 20.00	\$ 197,800.00	\$ 16,483.33	2040	
16	\$ 20.00	\$ 197,800.00	\$ 16,483.33	2041	
		\$ 3,036,230.00			

Option 2 – New Proposal: Average annual rent \$194,503

		SF			
		9,890			
	\$/SF	Annual \$	Monthly \$	YR	Option B
1	\$ 19.25	\$ 190,382.50	\$ 15,865.21	2026	Initial Term
2	\$ 19.25	\$ 190,382.50	\$ 15,865.21	2027	
3	\$ 19.25	\$ 190,382.50	\$ 15,865.21	2028	
4	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2029	
5	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2030	First Renewal
6	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2031	
7	\$ 20.00	\$ 197,800.00	\$ 16,483.33	2032	
8	\$ 20.00	\$ 197,800.00	\$ 16,483.33	2033	Second Renewal
9	\$ 20.00	\$ 197,800.00	\$ 16,483.33	2034	
		\$ 1,750,530.00			

Option 3 – New Alternative Proposal: Average annual rent \$191,282

		SF			
		9,890			
	\$/SF	Annual \$	Monthly \$	YR	Option C
1	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2026	Initial Term
2	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2027	
3	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2028	
4	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2029	
5	\$ 19.00	\$ 187,910.00	\$ 15,659.17	2030	
6	\$ 19.50	\$ 192,855.00	\$ 16,071.25	2031	First Renewal
7	\$ 19.50	\$ 192,855.00	\$ 16,071.25	2032	
8	\$ 19.50	\$ 192,855.00	\$ 16,071.25	2033	
9	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2034	Second Renewal
10	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2035	
11	\$ 19.75	\$ 195,327.50	\$ 16,277.29	2036	
		\$ 2,104,097.50			



BUDGETARY QUOTE ONLY
Please Request Final Quote
Prior to Issuing Check or PO

Quote

SF05290

Prepared For:
CUBRC

CUBRC Office - Budgetary Quote

Prepared By:
Jess Stetson

jess@roiofficeinteriors.com

5/13/2026
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Line #	Qty	Part #	Part Description	Sell Price	Extended
DESKS					
1	3	BMBDFC3072	D-Shaped Peninsula Desk with Half Modesty, Column Support, 30"d x 72w (1-3/16")	\$729.17	\$2,187.51
2	3	BMRB2436	Cross Grain Rectangular Bridge, 24"d x 36"w (1-3/16")	\$204.00	\$612.00
3	3	BMRF12484	Rectangular Desk - Full Gables, Flush Full Modesty, 24"d x 84"w (1-3/16")	\$725.51	\$2,176.53
4	3	BSCWSS242481FL	Half Wardr. Unit w Draw.-Solid Doors-Touch_Doors/Pulls_Draw., 24"d x 24"w x 81"h, F/F, Door_Left	\$1,519.02	\$4,557.06
5	3	BSNCPS183028L	Metal Combo Pedestal - Solid, 18"d x 30"w x 28"h, 15" File Drawer Left	\$969.26	\$2,907.78
6	3	SOKL04	Set of Keys Alike, 4 Sets of Cores	\$0.00	\$0.00
Category Subtotal:					\$12,440.88

GUEST CHAIRS

7	3	2221FT1MB.USAR1	Wit, Side, 4-leg, Mesh Back, Upholstered Seat, Fixed Arms	\$348.31	\$1,044.93
Category Subtotal:					\$1,044.93

PANELS

8	3	BA1PCF	Post Cap	\$4.09	\$12.27
9	4	BA1VTFE82	82H Aluminum Vertical Flat End Trim	\$47.48	\$189.92
10	3	BHP082	82H 90 Degree Post	\$79.38	\$238.14
11	4	BHWA082	82H Wall Adapter	\$33.55	\$134.20
12	4	BHWASL66	66H Adapter Sleeve	\$101.89	\$407.56

Line #	Qty	Part #	Part Description	Sell Price	Extended
13	3	BPDG8236L	82H 36W Door Panel Left -Solid Glazed	\$1,796.11	\$5,388.33
14	9	BPFA8236	82H 36W Acoustical Fabric Panel	\$329.85	\$2,968.65
15	3	BPFA8236	82H 36W Acoustical Fabric Panel	\$382.63	\$1,147.89
16	3	BPFA8254	82H 54W Acoustical Fabric Panel	\$430.92	\$1,292.76
Category Subtotal:					\$11,779.72
PRINT/COPY					
17	1	SFVO2042	Storage Top, 20"d x 42"w	\$201.69	\$201.69
18	1	SOKL02	Set of Keys Alike, 2 Sets of Cores	\$0.00	\$0.00
19	1	LCC31B2042D1B	Combination Storage Cabinet, Three-High, Binder, 20"d x 42"d, Metal Front, Rectangular Handle Pull	\$1,028.77	\$1,028.77
Category Subtotal:					\$1,230.46
TASK CHAIRS					
20	8	1203.BK2.MB.FE3.AR4	Hexy, Highback, Mesh Back, Standard Synchro w/Seat Depth Adj, Height/Adjustable Arms	\$515.69	\$4,125.52
Category Subtotal:					\$4,125.52
Total Sell:					\$30,621.51

Signature: _____ Date: _____

- * All quotes are valid for 14 days.
- * 50% Deposit required (NYS Contract & GSA not included).
- * Area must be free, clear & ready to accept furniture.
- * Additional costs apply to any products required to be stair-carried or double handled, unless previously established.
- * All electrical by others.

Line #	Qty	Part #	Part Description	Sell Price	Extended
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roi Office Interiors - Terms & Conditions

For purposes of consistency, the PO-issuing party will be referred to as "Buyer" and Roberts Office Interiors, Inc. will be referred to as "Seller".

Quotes: All quotes are valid for 14 days. COVID has added complexity and uncertainty to the global supply chain and availability of raw materials. We do our best to honor our published lead times and prices, however, current conditions may result in delays and increases beyond our control.

Deposits: A 50% deposit is required on all orders as indicated in the quotation (NYS contract & GSA not included).

Payment Terms: Balance is due 30 days from the date of the invoice. The payment period begins at the commencement of installation. In the case of outstanding punchlist items, the Buyer agrees to pay 80% of the invoice amount due, with the remaining balance immediately due upon completion of the open punchlist items. All credit card transactions will be charged a flat fee of 2.5%.

Taxes: Unless otherwise noted, any applicable sales, use, excise or any other taxes are not included in the price quotation and will be invoiced as a separate line item. Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax exempt status, a certificate of tax exemption is to be provided prior to order placement. Buyer is responsible for self-assessment of any and all applicable sales taxes due to jurisdictions outside of State.

Revisions, pre-order: Design services include up to (3) drawing revisions at no charge to Buyer. Every revision thereafter will incur a \$75/hr. charge. If Buyer proceeds with the project, this amount will be credited towards the overall project budget. If the project does not move forward, a separate invoice will be submitted.

Changes and Cancellations, post-order: Order changes and cancellation involving the manufacturer are at the discretion of the manufacturer and any additional charges related thereto will be invoiced to the Buyer. All product is custom manufactured to meet customer specifications and, as a result, cannot be returned. Express Ship orders cannot be changed or canceled.

Delays: If the Buyer is unable to receive product at the job site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as delivered on that date. Charges and costs related to the additional handling, storage and redirecting of product will be the responsibility of Buyer and invoiced to it.

Storage: Seller will store product, without charge, for a maximum of 30 days from the designated delivery date. Thereafter, a 2% storage charge per month will be assessed beginning on the 31st day of product storage.

Site Conditions: The job site will be free and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling & storing of products at the job site. Unless previously established in the accepted quote, stair carrying will not be required for installation of product, and truck unloads will occur within a reasonable distance of the final install location. Charges will be invoiced to Buyer for any excessive handling and additional costs caused by site conditions that were inconsistent with the conditions described on the terms & conditions and the signed quote.

Overtime: Unless otherwise stated, delivery and installation will be made during Seller's normal business hours and any additional labor costs resulting from overtime work performed at Buyer's request or the result of unanticipated site conditions will be invoiced to the Buyer.

Initial Product Claims: Claims for product received damaged will be processed by Seller and will be repaired or replaced to the reasonable satisfaction of Buyer. Seller will not be responsible for delays caused by delivery carrier(s) or parties other than the Seller.

Direct Shipments: In the case of direct shipments where product is delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for notifying the Seller of any damages upon discovery, but not later than a reasonable time thereafter, not to exceed (10) ten days to give time for the Seller to file a claim with the appropriate party.

Warranty: If a product becomes damaged or deficient through normal use, within the warranty period, it is the responsibility of Buyer to notify Seller with sufficient information to submit a claim for replacement. As policies differ among all manufacturers, Seller cannot guarantee that the claim will be approved and Buyer may be responsible for the cost of a replacement.

SUMMARY OF KEY TERMS OF A PROPOSED SUBLEASE AGREEMENT (the “Sublease”)

by and between

GRIFFISS LOCAL DEVELOPMENT CORPORATION,

as sublandlord,

Project Brook,

as subtenant

(the “TERM SHEET”)

THIS DOCUMENT IS ONLY FOR PURPOSES OF DOCUMENTING DISCUSSIONS BETWEEN THE PARTIES. THE PROVISIONS OF THIS DOCUMENT AND STATEMENTS MADE IN RELATED CORRESPONDENCE, DRAFT DOCUMENTATION, AND DISCUSSIONS (INCLUDING BUT NOT LIMITED TO E-MAIL CORRESPONDENCE) SHALL NOT CONSTITUTE AN OFFER, ACCEPTANCE, FINAL PROPOSAL OR AGREEMENT. NOTHING CONTAINED HEREIN SHALL IMPOSE UPON EITHER PARTY ANY DUTY TO NEGOTIATE, AND EITHER PARTY MAY TERMINATE DISCUSSIONS AT ANY TIME FOR ANY REASON OR NO REASON WITHOUT NOTICE OR ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY. IN THE EVENT THAT THIS TERM SHEET IS SIGNED, THE PROVISIONS IT CONTEMPLATES SHALL ONLY BECOME EFFECTIVE TO THE EXTENT AND IN THE FORM THAT SUBSEQUENT LEGALLY BINDING AGREEMENTS, IF ANY (THE “DEFINITIVE AGREEMENTS”) ARE SIGNED AFTER, AMONG OTHER THINGS, THE SATISFACTORY COMPLETION OF DUE DILIGENCE, ALL REQUISITE APPROVALS AND THE SATISFACTION OR WAIVER OF ANY CONDITIONS. THE PARTIES AGREE THAT THIS DOCUMENT DOES NOT CONTAIN ALL OF THE TERMS AND CONDITIONS OF ANY ARRANGEMENT CONTEMPLATED BETWEEN THE PARTIES, WHICH TERMS AND CONDITIONS SHALL ONLY BE AS SET FORTH IN ANY DEFINITIVE AGREEMENTS THE PARTIES MIGHT REACH. NOTWITHSTANDING THE FOREGOING, PARTIES AGREE THAT THE SECTION ENTITLED “CONFIDENTIALITY” IS BINDING.

THIS TERM SHEET MAY BE SIGNED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED TO BE AN ORIGINAL AND ALL OF WHICH WHEN TAKEN TOGETHER SHALL CONSTITUTE THE SAME TERM SHEET. ANY SIGNED COPY OF THE TERM SHEET MADE BY PHOTOCOPY, FASCIMILE OR PDF ADOBE FORMAT SHALL BE CONSIDERED AN ORIGINAL.

Parties to Sublease	Sublandlord – Griffiss Local Development Corporation, a New York not-for-profit local development corporation (“GLDC”). Subtenant – Project Brook a New York corporation.
Prime Lease	Oneida County Industrial Development Agency (“OCIDA”) leases to GLDC (a) a 2.441± acre parcel of land located at 428 Phoenix Drive in the Griffiss Business and Technology Park, Rome, New York (the “Building 770 Parcel”), together with a building known as “Building 770” and the other improvements (collectively, the “Other Improvements”) situate thereon, and (b) a 0.945± acre parcel of land situate across the street from the Building 770 Parcel, together with the parking lot situate thereon (the “Parking Lot”) (the Building 770 Parcel and the Parking Lot being the “Land”), all pursuant to that certain First Amended and Restated Lease Agreement dated as of July 1, 2011 between OCIDA, as landlord, and GLDC, as tenant (as the same may be amended, restated and/or replaced from time to time (the “Prime Lease”). The Sublease shall be subject and subordinate to the Prime Lease.
Premises to be Subleased	9,890± gross sq. ft. (“GSF”) of space in Building 770 in the approximate location highlighted in yellow on the floor plan sketch attached hereto as Exhibit A (the “Building 770 Space”). The Building 770 Space includes PROJECT BROOK’s proportionate share of the accessible and non-accessible common areas in Building 770. CAM and building operations are fully included in base rent.

	During the term of the Sublease, PROJECT BROOK shall also have the non-exclusive, non-priority right to use (a) the men's and women's rest rooms, and the breakroom, situated in Building 770 and (b) the Parking Lot.
Environmental Condition	Building 770 is situated within the boundaries of the premises described in that certain Quitclaim Deed from the United States of America, acting by and through the Secretary of the Air Force (the "Air Force") to OCIDA dated August 21, 2001 and recorded on January 7, 2002 in the Oneida County Clerk's Office in Liber 3032 of Deeds at Page 319 (the "Air Force Deed"). PROJECT BROOK acknowledges that it has had the opportunity to review the Air Force Deed including, without limitation, the environmental covenants contained therein. PROJECT BROOK also acknowledges that it has had the opportunity to review the documents contained in the Administrative Record for Griffiss AFB (the "Administrative Record") which relate to the environment at, on, over and/or under Building 770, the Land and the Other Improvements or in the vicinity Building 770, the Land and the Other Improvements. The Administrative Record can be found at the Air Force Administrative Record public website at https://ar.cec.af.mil (click BRAC, then click Griffiss). If requested by OCIDA, PROJECT BROOK shall execute and deliver an Environmental Compliance and Indemnification Agreement (the "Environmental Indemnity").
Permitted Uses	The Building 770 Space shall be used for professional and/or administrative offices. Zoning: GB-TH technology heights sub-district. The GB-TH sub-district is intended to accommodate cyber security and information assurance firms (and similar uses) including large corporate firms, as well as smaller contractors and entrepreneurial startups. Continued focus should be placed on attracting IT and cyber security firms by leveraging the existing cyber security workforce, as well as the tremendous assets of the AFRL—Rome and the Griffiss Institute. Limited retail and commercial businesses are allowed in this zone as an accessory use to support a dynamic professional environment, for example, cafes, employer-sponsored daycare, or commissary.
Initial Term of Sublease	Ten (10) years (targeted to begin on June 1, 2026). Commencement Date shall be the date PROJECT BROOK is delivered possession of the Premises in broom-clean condition and ready for occupancy
PROJECT BROOK's Renewal Options	PROJECT BROOK shall have options to renew for two (2) successive 3 year terms.
Security Deposit	None
Base Rent during Initial Term and Renewal Terms, if applicable	During each Sublease Month of the Initial Term of the Sublease and, if PROJECT BROOK exercises its option to renew for the First Renewal Term, during each Sublease Month of the First Renewal Term and, if PROJECT BROOK exercises its option to renew for the Second Renewal Term, during each Sublease Month of the Second Renewal Term, PROJECT BROOK shall pay GLDC, without notice from or demand by GLDC, and without offset or deduction by PROJECT BROOK, annual base rent in equal monthly installments in accordance with the following schedule, with each such monthly installment being due on the first (1st) day of each Sublease Month, in advance, beginning on the first (1 st) day of the first (1 st) Sublease Month:

	Term Lengths and Number of Options TBD	
Additional Rent	All monetary sums due to GLDC from PROJECT BROOK pursuant to the Sublease (other than annual base rent) shall be deemed additional rent.	
Utilities/Services	<u>Description of Utility/Services</u>	<u>Responsible Party</u>
	gas/heat	PROJECT BROOK
	electricity	PROJECT BROOK
	water/sewer	GLDC
	solid waste collection/removal (within the Building 770 Space)	GLDC
	building & grounds maintenance (including lawn care, snow plowing and sanding)	GLDC
	common area maintenance (CAM)	GLDC
	Janitorial (twice weekly within Building 770 Space)	GLDC
	Taxes	GLDC
	Internet	PROJECT BROOK
	Cable TV	PROJECT BROOK
	Telecommunications	PROJECT BROOK
	Security System Installation & Monitoring	PROJECT BROOK
	Other Utilities/Services not addressed above	PROJECT BROOK
Real Property Taxes	GLDC shall be responsible for real property taxes and/or PILOT payments; <u>provided, however</u> , that PROJECT BROOK would be entitled to an exemption from real property taxes applicable to the Building 770 Space under the New York Real Property Tax Law.	
Maintenance/Repairs	(a) GLDC shall, at its own cost and expense, undertake to maintain, and to make such repairs, as may be necessary to keep Building 770's structure, Building 770's roof, Building 770's mechanical and electrical systems, the parking lot, the Other Improvements, and all utility laterals to Building 770 which are located on the Building 770 Parcel, in good order and repair, except for those of such repairs and/or items of maintenance which are necessitated by the act or omission of PROJECT BROOK or PROJECT BROOK's clients, agents, servants, employees, contractors and/or invitees. (b) PROJECT BROOK shall, at its own cost and expense, undertake to maintain, and to make (i) all repairs, as may be necessary to keep the Building 770 Space in good order and repair and not expressly and specifically required to be made by GLDC pursuant to paragraph (a) above and (ii) all repairs and/or items of maintenance to the Land, Building 770 and/or the Other Improvements which are necessitated by the act or	

	omission of PROJECT BROOK or PROJECT BROOK's clients, agents, servants, employees, contractors and/or invitees.														
Assignment/Subletting	PROJECT BROOK shall not assign, mortgage or encumber the Sublease or sublet or allow others to occupy all or any part of the Building 770 Space without obtaining GLDC's and OCIDA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. GLDC's and OCIDA's consent shall not release PROJECT BROOK from any of its obligations or liabilities under the Sublease.														
PROJECT BROOK's Insurance	PROJECT BROOK shall obtain and maintain the insurance coverage which companies of like type, size and character customarily obtain and maintain and any other coverages that OCIDA and GLDC may reasonably require from time to time during the term of the Sublease, but in any event initially shall obtain and maintain the following coverages and minimum limits. <table> <tr> <th><u>Coverage</u></th><th><u>Minimum Limits</u></th></tr> <tr> <td>Commercial General Liability (CGL)</td><td>\$1,000,000 per occurrence, \$2,000,000 aggregate</td></tr> <tr> <td>Business Automobile liability (AL)</td><td>\$1,000,000 per accident (covering owned, hired & non-owned vehicles combined single limit)</td></tr> <tr> <td>Umbrella/Excess Liability (UL)</td><td>\$5,000,000 per occurrence, \$5,000,000 aggregate</td></tr> <tr> <td>Worker's Compensation (WC)</td><td>Statutory</td></tr> <tr> <td>Employer's Liability/Disability (EL)</td><td>Statutory</td></tr> <tr> <td>Property Insurance (covering PROJECT BROOK's contents) in the Building 770 Space on a replacement cost basis for their full value.</td><td>\$ TBD</td></tr> </table> GLDC and OCIDA are to be listed as an "Additional Insureds" on the CGL, AL, UL and any other liability policies on a primary and non-contributory basis. All policies shall include a waiver of subrogation in favor of GLDC and OCIDA. Certificates evidencing all required insurance coverages are to be provided by PROJECT BROOK to GLDC and OCIDA. GLDC and OCIDA shall receive 30 days (10 days for non-payment or premium) notice of cancellation or material change in limits or coverage from PROJECT BROOK's insurers. PROJECT BROOK shall be responsible for its own policy deductibles, retentions, and self-insured retentions.	<u>Coverage</u>	<u>Minimum Limits</u>	Commercial General Liability (CGL)	\$1,000,000 per occurrence, \$2,000,000 aggregate	Business Automobile liability (AL)	\$1,000,000 per accident (covering owned, hired & non-owned vehicles combined single limit)	Umbrella/Excess Liability (UL)	\$5,000,000 per occurrence, \$5,000,000 aggregate	Worker's Compensation (WC)	Statutory	Employer's Liability/Disability (EL)	Statutory	Property Insurance (covering PROJECT BROOK's contents) in the Building 770 Space on a replacement cost basis for their full value.	\$ TBD
<u>Coverage</u>	<u>Minimum Limits</u>														
Commercial General Liability (CGL)	\$1,000,000 per occurrence, \$2,000,000 aggregate														
Business Automobile liability (AL)	\$1,000,000 per accident (covering owned, hired & non-owned vehicles combined single limit)														
Umbrella/Excess Liability (UL)	\$5,000,000 per occurrence, \$5,000,000 aggregate														
Worker's Compensation (WC)	Statutory														
Employer's Liability/Disability (EL)	Statutory														
Property Insurance (covering PROJECT BROOK's contents) in the Building 770 Space on a replacement cost basis for their full value.	\$ TBD														

GLDC's Insurance	GLDC will maintain property/casualty insurance covering Building 770, general liability insurance, and such other insurance with such limits of coverage, deductibles, etc. as it deems necessary or appropriate.
Tenant Improvement Allowance	GLDC will spend up to \$37,750.00 to make tenant improvements for items such as new windows, paint, flooring and other items to be mutually agreed upon by GLDC and PROJECT BROOK.
Confidentiality	Unless otherwise mutually agreed upon, the Parties agree to subject this Term Sheet to confidentiality and coordinate with respect to any related publicity. However, neither GLDC nor PROJECT BROOK shall be deemed to be in violation of the confidentiality and publicity provisions if required to disclose information or documents pursuant to statute, regulation or court order, including the New York State Open Meetings Law and the New York State Freedom of Information Law.
GLDC Work Prior to PROJECT BROOK's Occupancy	GLDC shall, at GLDC's own cost and expense, undertake and substantially complete the following items of work in the Building 770 Space prior to PROJECT BROOK's occupancy thereof: • deep clean the carpets • generally clean all areas throughout • replace carpet tiles and touch up paint in those areas where necessary, such areas to be mutually agreed upon by GLDC and PROJECT BROOK.
Furniture, Furnishings & Equipment (F, F & E)	(a) During the term of the Sublease, PROJECT BROOK shall be entitled to use the GLDC-owned F, F & E currently located in the Building 770 Space (the "Building 770 F, F & E"). (b) PROJECT BROOK may select items of GLDC-owned F, F & E currently located in Building 776 (the "Building 776 F, F & E") and GLDC will move said items of Building 776 F, F & E from Building 776 to the Building 770 Space, at GLDC's own cost and expense. During the term of the Sublease, PROJECT BROOK shall be entitled to use the Building 776 F, F & E. (c) During the term of the Sublease, GLDC shall have no obligation to repair and/or replace any item of GLDC-owned F, F & E.
Surrender at End of Sublease Term	Upon the expiration or earlier termination of the Sublease, PROJECT BROOK shall surrender the Building 770 Space and the GLDC-owned F, F, & E in the same (or better) condition than they were in on the Effective Date of the Sublease, reasonable wear and tear excepted.

IN WITNESS WHEREOF, the Parties have executed this Term Sheet as of April ____, 2026.

GLDC:

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Shawna M. Papale
Authorized Representative

PROJECT BROOK:

PROJECT BROOK, INC.

By: _____
President, Project Brook



MEMORANDUM

TO: GLDC Board of Directors
FROM: Staff
Date: 5/15/26
RE: Building 780 Paving

Staff received a quote for repairs to the rear parking lot at Building 780. The quote submitted by Martin Bros. Paving, attached to the meeting packet, is in the amount of \$68,000.00.

Staff respectfully submits this matter for the Board's review and approval.

MARTIN BROS. PAVING

6714 Williams Rd. Rome, NY 13440
CONCRETE • ASPHALT
(315) 336-2195

Date of Estimate:

05/07/26

Bidder:

Rusty Martin
(Email: rustymartin43@gmail.com)

Customer Contact:

Frank Sanzone
(Email: franks@mvedge.org)

Phone:

315-723-7652

Billing Address:

GLDC: 584 Phoenix Dr. Rome, NY 13441

Job Location:

GLDC: 584 Phoenix Dr. Rome, NY 13441 - Back Parking Lot

Scope of Work:

- Mill and Pave Parking Lot
- Approximately 62’ x 290’
- Using “Modified Binder” Asphalt
- Placed Approximately 4” Loose
- Compacted Approximately 3” Finished

To be paid in full when completed or sum of \$ 68,000.00

Deposit: \$

Balance: \$

NOTES:

Prices quoted may be subject to a surcharge reflecting increased cost of petroleum-based products used for the production and delivery of hot mix asphalt.
Materials are owned by Martin Bros Concrete & Blacktop until paid in full.
Vegetation killer may be applied. Not Responsible for regrowth.
Stay away from work area. We do not assume liability for injury occurring to any unauthorized person or animal on the job site.
Do not put sharp objects like ladders, chairs etc. on pavement as may leave marks.
Do not let oil or fuels drip on driveway.

Signature:

Date:

Signature:

Date:

May 14, 2026



Ms. Shawna Papale, President
Griffiss Local Development Corporation
584 Phoenix Drive
Rome, NY 13441

258 Genesee Street, Suite 300 · Utica, New York 13502
315.733.3344 · marchassoc.com

Re: GLDC - ICAN
Building 796 - Reconstruction
MARCH No. 25090
Award Recommendation

Dear Shawna:

Attached please find the bid tabulation for the above referenced project. We are pleased with the results and have contacted the lowest responsible bidder, Kestrel Construction Services, to discuss their bid and understanding of the project. They indicated that they have included the necessary allowance and contract requirements, understand the project schedule, and are prepared to enter into a contract with the Owner.

Kestrel is in the process of vetting their subcontractors and while doing so, they are compiling data with respect to the W/MBE participation requirement. This information will be provided by Kestrel in the coming weeks.

Outlined below is a summary of the recommended contract:

General Construction

Kestrel Construction Services, Sherrill, NY

Base Bid..... **\$1,249,900.00**

The recommended contract contains a **\$40,000** contingency allowance.

If you have any questions or wish to discuss this further, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'D. Jadowski'.

David D. Jadowski, AIA
Principal

attach: Bid Tabulation

cc: Frank Sanzone
Steve Bulger
Chris Lambe
Jef Saunders
Chris Crolus
MARCH file

DDJ/dpl

GLDC / ICAN
Building 796 - Reconstruction

INVITED BID
GENERAL CONSTRUCTION

Bids Due: 05/12/26 @ 3:00PM
MARCH No. 25090

Invited Bidders	Acknowledgements					Base Bid
	Principal Subs	N/C Bid Cert	Cert of Legal Auth.	OCSD-2 Staffing Plan	Add No. 1	
Adorino Construction 617 South Street Utica, NY 13501 P: 315-734-9771	x	x	x		x	\$1,380,675.00
Beebe Construction Services 6153 Trenton Road Utica, NY 13502 P: 315-724-6177	x	x	x	x	x	\$1,281,590.00
Kestrel Construction Services 318 Sherrill Rd. Sherrill, NY 13461 P: 315-507-1322	x	x	x		x	\$1,249,900.00
VIP Structures 101 N. Salina St., Suite 100 Syracuse, NY 13202 P: 315-471-5338	x	x	x		x	\$1,373,565.00