AGENDA

SPECIAL COUNCIL MEETING

CITY OF GENEVA, NEW YORK

December 23, 2025

City Hall
47 Castle Street
2nd Floor Conference Room
Geneva, NY 14456

COUNCIL MEETING STARTS AT 5:30 PM

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I. CALL TO ORDER – Mayor Steve Valentino

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. RESOLUTION – Authorizing the Execution of a Collective Bargaining Agreement Between the City of Geneva and Geneva Police Officers, Local 3471

V. RESOLUTION – Geneva BID 2023 Bylaws Approval

VI. ADJOURNMENT

GENEVA CITY COUNCIL
AGENDA ITEM BRIEFING

To: The Members of the Geneva City Council

From: Amie Hendrix, City Manager

Meeting Date: December 23, 2025

Item Title: Resolution for the Approval of Tentative Collective Bargaining Agreement with Geneva Police Officers and Local 3471

Action Required:

Authorization for the City Manager to execute a new Collective Bargaining Agreement between the City of Geneva and Local 3471, Council 82, New York State Law Enforcement Officers Union, AFSCME, covering the period January 1, 2026 through December 31, 2028.

Background:

The City of Geneva and Local 3471 are parties to a collective bargaining agreement that expires on December 31, 2025. The parties have engaged in good-faith collective bargaining and have reached a Tentative Agreement establishing the terms and conditions of employment for a successor agreement covering January 1, 2026 through December 31, 2028. Local 3471 has 26 members within their unit.

The Tentative Agreement maintains continuity of existing contract provisions unless expressly modified and includes negotiated changes related to wages, detective compensation, work schedules, leave provisions, health insurance contributions, and administrative procedures. The agreement also incorporates clarifications related to 12-hour shifts, holidays, vacation selection, personal leave usage, sick leave accounting, and light-duty and General Municipal Law §207-c procedures.

The agreement reflects a balance between maintaining competitive compensation for sworn personnel, operational efficiency, and fiscal responsibility, while preserving the City's management rights and ensuring compliance with applicable state law.

Key Terms of the Tentative Agreement (Summary):

- Term: January 1, 2026 – December 31, 2028
- Salary Increases:
  - 2026: 4%
  - 2027: 4%
  - 2028: 4%
- Detective Pay: Non-compounding addition increased to 10% of base salary effective January 1, 2026
- Work Schedules: Clarifications regarding 8-hour and 12-hour shift designations
- Leave Provisions: Updates to holiday usage, vacation selection and floating vacation, personal days and sick leave usage for 12-hour shifts
- Health Insurance: Employee premium contributions and HSA provisions for new hires and mid-year enrollees
- Administrative Provisions: Clarified procedures related to General Municipal Law §207-c benefits, lig duty, medical examinations, and testing policies

Alternatives:

1. Approve the Tentative Agreement as negotiated.
2. Reject the Tentative Agreement and direct the negotiating team to resume bargaining which may lead to imposition of an impasse of the agreement.
3. Take no action, which would require continuation of negotiations under the expired agreement.

Financial Impact:

The Tentative Agreement includes wage increases and benefit adjustments that have been reviewed durin negotiations. The fiscal impacts are consistent with projected personnel cost assumptions and will be incorporated into future budget planning for the 2026–2028 fiscal years. No unanticipated fiscal impacts ha been identified beyond those contemplated during negotiations

RESOLUTION # 76-2025

AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GENEVA AND GENEVA POLICE OFFICERS, LOCAL 3471

WHEREAS, the City of Geneva is committed to ensuring the safety, well-being, and quality of life of all residents, businesses, and visitors; and

WHEREAS, the City of Geneva and Local 3471, Council 82, New York State Law Enforcement Officers Union, AFSCME, are parties to a collective bargaining agreement that expires on December 31, 2025; and

WHEREAS, the City and Local 3471 have engaged in collective bargaining and reached a Tentative Agreement for a successor agreement covering the period January 1, 2026 through December 31, 2028; and

WHEREAS, the Tentative Agreement continues existing contract terms except as specifically modified and includes negotiated provisions related to wages, benefits, work schedules, leave, and administrative procedures; and

WHEREAS, the Tentative Agreement reflects a mutually acceptable resolution of negotiations and supports the City's operational needs while providing fair and competitive compensation and benefits to sworn police personnel; now therefore, be it

RESOLVED, that the City Council of the City of Geneva hereby approves the Tentative Collective Bargaining Agreement between the City of Geneva and Geneva Police Officers, Local 3471, Council 82, New York State Law Enforcement Officers Union, AFSCME, for the term January 1, 2026 through December 31, 2028; and

RESOLVED, that the City Manager is hereby authorized and directed to execute the Tentative Agreement on behalf of the City of Geneva, subject to any required ratification by the bargaining unit; and

RESOLVED, that the City Manager, Comptroller, Human Resources staff, and Legal representatives are authorized to take any actions necessary to implement the terms of the Agreement consistent with its provisions.

12/19/25

MEMORANDUM OF AGREEMENT

By and Between the

City of Geneva, New York
(hereinafter referred to as the "City")

And the

Geneva City Police Officers
(hereinafter referred to as the "Geneva Police")

And the

Local 3471, Council 82, New York State Law Enforcement Officers Union, AFSCME
(hereinafter referred to as "Local 3471")

WHEREAS, the City and Local 3471 are parties to a Collective Bargaining Agreement for a term which expires on December 31, 2025; and

WHEREAS, the City and Local 3471 have been engaged in collective bargaining, which has led to a mutual understanding between the City and Local 3471 for the terms and conditions of employment for a Successor Agreement; and

WHEREAS, the City and Local 3471 are desirous of reducing that mutual understanding to a written document:

NOW, THEREFORE, the City and Local 3471 agree as follows:

1. This Agreement covers the period between January 1, 2026, to December 31, 2028.

2. All terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect unless specifically modified by this Memorandum of Agreement and/or the terms of the expired Agreement.

3. This Memorandum of Agreement is subject to ratification by the membership of Local 3471 and the City.

4. The City and Local 3471 agree that when revising the Collective Bargaining Agreement to incorporate the terms of this Memorandum of Agreement, all obsolete language in the Agreement will be deleted.

5. The parties agree to clear up and modify as appropriate references to the implementation of the 12-hour shift.

6. In the event the tentative agreement is not ratified before December 31, 2025, all salary increases shall be retroactive to January 1, 2026, and paid within 30 days of the full execution of the collective bargaining agreement.

7. **Article 4, Salary & Step Definition** shall be amended to read as follows:

Effective January 1, 2026, Officers shall be compensated according to the following salary schedule:

a. 2026 – 4%

b. 2027 – 4%

c. 2028 – 4%

8. **Article 4, Salary & Step Definition** shall be amended to read as follows:

Effective January 1, 2026, the non-compounding addition for Detectives shall be increased to 10% to their base salary.

9. **Article 4, Salary & Step Definition** shall be amended as follows:

Salary Milestone	2026(4%)		2027 (4%)		2028 (4%)	
	Officer	Detective	Officer	Detective	Officer	Detective
REMOVE: ~~Hire Graduation from academy~~ NEW: ** Hire – End of Probation ~~End of Academy Probation~~	$65,594	$72,291	$68,218	$75,183	$70,946	$78,190
REMOVE: ~~Hire End of Probation Completion of 2 Yrs~~ NEW ** End of Probation – Completion of 2 years	$70,453	$77,646	$73,271	$80,752	$76,202	$83,982
NEW: Start of 3rd Year on Anniversary Date	$72,979	$80,430	$75,898	$83,647	$78,934	$86,993
Start of 4th Year on Anniversary Date	$75,504	$83,213	$78,524	$86,541	$81,665	$90,003
Start of 5th Year on Anniversary Date	$78,131	$86,107	$81,256	$89,552	$84,507	$93,134
Start of 6th Year on Anniversary Date	$90,319	$99,540	$93,932	$103,522	$97,689	$107,663

10. **Article 8 – Work Schedule and Overtime** shall be amended to read as follows:

At the discretion of the Chief of Police, members of the department may work 10- hour days, scheduled four (4) working days per week.

11. **Article 8, Work Schedule and Overtime** shall be amended by adding a new Section 8.2.1 and will read as follows:

SHIFT DESIGNATION – 8-hour shift titles

a. The Following titles are not subject to the 12- hour shift
   i. Detective
   ii. Youth Officer
   iii. School Resource Officer
   iv. Liaison/Civil Officer

12. **Article 10, Holidays** shall be amended by adding a new paragraph and will read as follows:

If a member separates from employment having already been paid for holidays prior to the actual dates of those holidays, the parties agree to first discuss a mechanism for repayment. This discussion does not prohibit the City from subsequently recovering such amounts through a grievance or civil action.

13. **Article 10, Holidays, Section 10.1** shall be amended by adding a new paragraph which will to read as follows:

Holiday time will remain converted to 112 hours for the calendar year. A PO can use these hours in fifteen (15) minute increments.

14. **Article 10, Vacations, Section 10.2** shall be amended by adding a new paragraph, which will read as follows:

Officers will select their vacation bids on a vacation schedule with their assigned platoon - separate from Command staff vacation picks. School Resource Officers and the Detective Bureau will be allowed to pick their vacation on their own separate vacation schedule.

No two officers on the same platoon may select the same days off. Selections will be based upon seniority. Officers will have the opportunity to select up to 80-hours of vacation in a 14-day period. After their first selection is made, the schedule will go to the next senior officer. When all first vacation bids on a respective schedule have been made, the most senior officer will get the schedule a second time and can choose the remainder of his/her vacation, without a 14-day period restriction.

Officers may elect to "float" vacation time, which can be taken throughout the year based on staffing levels. Such requests shall not be unreasonably denied by the supervisor.

Selected annual vacation shall be specifically designated in the department digital scheduler program and be labeled "Vacation - Bid". Vacation days taken as a "float" day shall be labeled as "Vacation - Floating".

15. **Article 10, Personal Days, Section 10.4** shall be amended by adding a new paragraph, which shall read as follows:

Four (4) personal days will be authorized for each calendar year. One personal day will be utilized to cover a full 8- or 12-hour shift.

16. **Article 10, Sick Leave, Section 10.5** shall be amended by adding a new paragraph, which shall read as follows:

1 sick day will be used for the entire 12-hour shift.

An officer will continue to earn four (4) hours of paid sick leave for each two-week pay period of active service. Sick leave is available when an officer is sick and unable to work on a scheduled workday because of illness or injury including pregnancy and childbirth disability. If an officer utilizes sick leave, they will be charged for their scheduled work hours. For example, an officer scheduled to work 12-hours will be charged at the full 12 hours. If an officer is assigned as an 8-hour employee, he/she will be charged 8-hours. If at anytime during their shift, an officer uses sick leave, they will be charged either 6/4 hours accordingly, based upon their assigned schedule.

17. **Article 10, Sick Leave UPON RETIREMENT (Cash-out), Section 10.6** The benefits given to employees shall be amended as follows:

Sick Time

Days	Dollar amount Per Day	Dollar Amount Per Hour
1-100 Days	$ 40.00	$5.00
101-200 Days	$80.00	$9.00
201-260 Days	$109.00	$13.00

18. **Article 11, Health Insurance for Employees, Section 11.1** shall be amended by adding a new Section 11.1(f), which shall read as follows:

Employees provided a contingent offer or hired on or after January 1, 2026, shall contribute the following to the premium cost of health insurance:

a. Single high deductible plan offering: 85% coverage
b. Family high deductible plan offering: 75% coverage

19. **Article 11 Health Insurance for Employees, Section 11.1** shall be amended by adding a new paragraph, which shall read as follows:

HSA- Employees eligible based on City plan enrolled
HSA proration for new hires & mid-year qualifying events: The benefit is prorated based on the first full month with City insurance; typically 1st of month following hire date & qualifying event. Proration would be monthly amount taking the total plan eligibility divided by 12(example: Single: 3000/12=250; Family: 6000/12=500; Employee has qualifying event in August, Enrollment for City health insurance Family plan begins 9/1; receives HSA $2000)

20. **Article 17, Miscellaneous Provisions** shall be amended by adding a new paragraph which shall read as follows:

See Appendix A

21. **Article 21, Policies, Rules and Regulations, Section 21.3** shall be amended by adding a new paragraph which shall read as follows

12/19/25

See Appendix B

22. This Memorandum of Agreement is the full understanding of the parties as to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 22 day of December 2025

CITY OF GENEVA	**LOCAL 3474**
By: __________ Dective Steve Vine Council 82	By: __________
By: __________	By: __________ 82 Greg Carey Council 82
By: __________	By: __________

Amie M. Hendrix
City Manager

Appendix A
GENEVA POLICE OFFICERS 207-c POLICY- 2025

SECTION 1: INTENT

The City of Geneva ("City") and the Police Officers, Local 3471 have agreed to a procedure for implementing coverage under General Municipal Law, Section 207-c.

§207-c of the General Municipal Law provides that any police officer of a City in New York State who is injured in the performance of his/her duties or whom is taken sick as a result of the performance of his/her duties so as to necessitate medical or remedial treatment shall be paid by the municipality by which he/she is employed the full amount of his/her regular salary or wages until his/her disability arising there from has ceased and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

The City and the Police Officers mutually agree that determinations arising by virtue of the administration of General Municipal Law, §207-c provisions must satisfy the interests of the City and those eligible for benefits and the City and Police Officers can both benefit by an established· procedure for implementing, processing, administering, and resolving General Municipal Law ("GML"), §207-c claims. This policy is intended to be a supplement to the express language of §207-c of the GML and is not intended to reduce any benefits granted by the statute or curtail any of the City's rights under the statute.

SECTION 2: NOTICE OF DISABILITY/NEED FOR TREATMENT

Any claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties shall:

A. Complete and file a written 207-c application along with the GWC-5 form with the Chief of Police, with a copy to Human Resources and the City Manager,

B. Upon sufficient reason, an application for §207-c benefits may be entertained at the discretion of the City Manager, notwithstanding the failure to file the necessary incident report within the required ten (10) days.

C. As part of notice, Officer shall provide City with written authorization to acquire all medical records necessary to assess claim and directly related to the injury as described on the GWC-5. Should further injuries be assessed directly relating to the incident another form shall be completed. *(policy to include form)*

D. If Officer is personally unable to notify City, a sworn member of the Police Officers, Local 3471 shall be empowered to do so.

E. Failure to meet time requirement is a presumptive default of policy procedure. Case may move forward at City's discretion.

SECTION 3: AUTHORITY AND DUTIES OF CITY MANAGER

The City Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to §207-c benefits. In making the determination, the City Manager shall examine the facts and circumstances giving rise to the application for such benefits.

The City Manager shall have the authority to:

a) Employ experts and specialists to assist in the rendering of the determination of eligibility;
b) Require the production of any book, document or other record that pertains to the application or inquiry;
c) Require the claimant to submit to one or more medical examinations;
d) Require the claimant to sign forms for the release of medical information that bears upon the application directly related to the claim for injury;
e) Require the attendance of the claimant and all other witnesses for testimony upon reasonable notice; and
f) Do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a claimant must cooperate with the City and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made based upon the investigation without holding a hearing.

The City shall review all documents, conduct any necessary investigation and make a preliminary determination of eligibility within fifteen (15)days. after receiving all necessary information. The City Manager shall provide a written copy of his/her decision to the claimant, the Chief of Police and the Police Officers President within two (2) days of his/her determination. The written determination shall set forth the reasons for the City Manager's decision.

SECTION 4: TIME OFF PENDING INITIAL DETERMINATION

1. Pending the initial determination of benefit eligibility, any time off taken by the claimant that he/she claims is the result of an injury or illness giving rise to the application shall be charged to the claimant's leave time accruals in the following order: sick time; personal leave, vacation leave and any such other leave time accruals as may exist. If the claimant has exhausted all of his/her available leave accruals, the City Manager may, in his/ her sole discretion, authorize the payment of the claimant's benefits throughout the period.

2. If the City Manager determines that the claimant is eligible for §207-c benefits, the parties agree to first discuss a mechanism for repayment of the improperly paid §207-c payments, if any. However, such discussion does not prohibit the City from subsequently recovering such amounts in a civil action. All accruals charged to the claimant during the pendency of the application shall be re-credited to the claimant. If the applicant is determined to be ineligible for §207-c benefits, any benefits paid to the claimant beyond the claimant's accruals shall be refunded to the City of Geneva and may be recovered first from accruals then, if necessary, in a civil action or payroll deduction.

SECTION 5: MEDICAL TREATMENT

3. After the filing of an application, the City Manager may require a claimant to submit to one or more medical or other health examinations as may be directed. This includes examinations necessary to render an initial determination of eligibility, ability to perform light duty, continuation of benefits, or to process an application for accidental disability or performance of duty retirement. Any §207-c recipient who refuses to submit to or cooperate with such medical examination shall be deemed to have waived his/her rights under §207-c from that day forward.

4. The claimant shall also have the right to obtain a medical or other health examination(s) from a physician of the claimant's own choosing, for all purposes and situations at his/her own expense. In the event of a conflict in medical conclusions or determinations between the physician(s) selected by the City Manager and the physicians(s) selected by the claimant, the matter will be resolved pursuant to a hearing procedure.

5. Medical Reports - All physicians, specialists and consultants treating a claimant or recipient of §207-c benefits shall be required to file a copy of any and all reports with the City Manager. The claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports. Payment of Medical and

Related Services- A claimant approved to receive §207-c benefits must notify the City Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

6. Payment of Medical and Related Services- A claimant approved to receive §207-c benefits must notify the City Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

7. No claim for surgical operations or physiotherapeutic shall be paid unless such procedures were required in an emergency or authorized in advance by the City Manager.

8. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a physician with the City Manager for the particular items billed, stating thereon that the items supplied were required as a consequence of the injury or illness which claim for §207-c benefits is based.

SECTION 6: LIGHT DUTY ASSIGNMENTS

1. Any claimant receiving §207-c benefits may be examined by a physician chosen by the City Manager to determine the employee's ability to perform certain specified light duty. Any employee deemed able to perform specified light duty by the City Manager may be directed by the Chief of Police, in his/her sole discretion, to perform such light duty.

2. Any claimant who disagrees or has contrary information from his/her own Doctor or specialist with the order to report for light duty, either as to the order to report or as to the nature of the light duty, may notify the Chief of Police within (10) working days after receipt of the order of the Chief of Police. Pending a determination with respect to the order, the claimant may use available vacation, or personal leave accruals.

3. Payment of full §207-c benefits shall only be discontinued after a full review with respect to any individual who fails or refuses to perform light duty if the same is available and offered to the individual.

4. If at any time a Doctor in this process directs said claimant not to perform any work duty or task contrary to that offered as light duty by the City of Geneva, the claimants benefit will not be discontinued.

5. If the individual is ultimately found to be incapable of performing light duty following a review, or if the light duty assigned is determined after review to have been inappropriate, the full amount of his/her regular salary or wages and/or accruals shall be reimbursed retroactive to the date of discontinuance.

SECTION 7: CHANGES IN CONDITION OF RECIPIENT

Every §207-c recipient shall be required to notify the City Manager of any change in his/her condition which may enable the recipient to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing to the Chief of Police within (10) working days of any such change.

SECTION 8: RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The City Manager shall have the right to review the eligibility of every §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

a) Requiring recipients to undergo medical diagnosis by physician or physicians chosen by the City Manager; and

b) Requiring recipients to testify as to their current conditions, in which case a transcript shall be made and a copy provided to the recipient, with the cost shared between the Police Officers and City of Geneva; and

c) Requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

2. The City Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to continuation of §207-c benefits. In making the determination, the City Manager shall examine the facts and circumstances and all medical documentation giving rise to the application for such benefits and the recipient's current condition.

SECTION 9: BENEFITS

1. Any recipient of §207-c benefits shall receive all the rights, benefits and medical coverage under the collective bargaining agreement for the **first (12) months** such recipient is unable to return to full duty as a result of the injury or illness. Said benefits include but are not limited to salary, education incentive, longevity, holiday pay, sick leave accrual, vacation accruals, holiday accruals, personal leave accruals, health insurance or any

other stipends that a Police Officer may earn in the normal course of business. This shall **not include** shift differential.

2. In the event of the recipient's injury or illness causes he/she to enter into **the (13) month** off work, said recipient shall continue to receive salary of the collective bargaining agreement, health insurance, and longevity increments, but no other benefits or accumulations

3. This section does not include an Officer deemed to be injured in a **catastrophic injury** while in the line of duty as agreed upon by the City Manager and the Geneva Police Officers of the Geneva Police Department. Said benefits include but are not limited to salary, education incentive, longevity, holiday pay, sick leave accrual, vacation accruals, holiday accruals, personal leave accruals, health insurance or any other stipends that a Police Officer may earn in the normal course of business. This injury **shall include** shift differential.

- **Catastrophic Injury** shall be defined *as "consequences of an injury occurring in the line of duty that **permanently** prevent an individual from performing any gainful work."* A catastrophic injury or illness usually occurs suddenly and without warning and can leave a person suffering from permanent disabilities for the rest of his/her life. Catastrophic injuries are any injuries that have serious, long-term effects on the Officer. Catastrophic injuries can often put serious stress on the Officers family because they may need constant supervision or assistance for the rest of their lives, as well as a lifetime of rehabilitation and medical bills.

SECTION 10: TERMINATION OF BENEFITS

If for any lawful reason, including but not limited to all the reasons specified in these procedures, the City Manager determines that a recipient is no longer or was never eligible for benefits; the City Manager shall terminate such benefits as of the date of determination of ineligibility.

Notice of such termination, the reasons therefore and a list of materials and/or information considered shall be served by mail upon the claimant and the Chief of Police. The claimant, within ten (10) days after receipt of the notice of termination, may request a review of the decision to terminate §207-c benefits.

Pending a determination under this section, the claimant may use available vacation or personal leave accruals. Any §207-c benefits paid to a claimant who is later determined to have been ineligible for all or part of such benefits shall be required to refund to the City of Geneva that amount of monies received to which he/she was un-entitled. If such refund is not made immediately, it may be recovered by the City of Geneva by available accruals then, if necessary, in a civil action, or by payroll deduction.

Benefits shall also be terminated if the Officer engages in an outside work activity that would directly contradict a Doctor's restriction regardless of whether the Officer is paid, while receiving Section 207 benefits. Such prohibition on outside work shall not apply to income earned passively, such as through investments or passive ownership of rental property.

SECTION 11: REVIEW PROCEDURES

A review requested under the provisions of these procedures shall be conducted as follows. The Parties shall select a neutral arbitrator through the lists and procedures in such cases made and provided by the New York State Public Employment Relations Board. The arbitrator selected shall be provided with all of the information and materials upon which the determination was based.

If the recipient offers the City Manager any material or information in support of his/her application that the City Manager declined to consider, he/she shall have the right to submit that information or material to the arbitrator. The arbitrator shall have no authority to consider any information, materials or testimony other than that previously described.

The arbitrator shall review the record presented and consider whether determination under review was supported by a preponderance of the evidence. After such review, the arbitrator shall render a final and binding determination reviewable only pursuant to Article 75 of the CPLR.

SECTION 12: COORDINATION OF WORKERS'S COMPENSATION BENEFITS

Upon payment of §207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the City of Geneva for periods which a claimant received §207-c benefits. If the claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the City of Geneva, the claimant shall repay such benefit received to the City of Geneva or such amounts due may be offset from any §207-c benefits thereafter. Upon termination of §207-c benefits, any continuing Workers' compensation benefits shall be payable to the applicant.

SECTION 13: DISABILITY RETIREMENT

Pursuant to the General Municipal Law, payment of the §207-c benefits shall be discontinued with respect to any claimant who is granted an accidental disability retirement or retirement incurred in the performance of duty or similar disability pension.

SECTION 14: MISCELLANEOUS

1. Any claimant or recipient currently receiving §207-c benefits, or on light duty shall not be permitted to work overtime or any other off-duty employment during such period as prescribed in the Standard Operating Procedures of the Geneva Police Department.

2. In order to continue to receive benefit payments, Officer must meet in person with assigned Lieutenant or Chief of Police once each 30 days. In absence of physical inability to travel, this meeting will take place at the Department Headquarters with the Lieutenant or Chief of Police.

SECTION 15: EXCLUSIVITY OF PROCEDURE

1. This policy shall be the sole, exclusive procedure for determining eligibility and process for payment of benefits under Section 207. No issue under this policy may be grieved or challenged except under the policy's prescribed Dispute Resolution process.

The provisions herein before stated shall apply to all members of the Geneva Police Officers. Local 3471 of the Geneva Police Department.

IN WITNESS WHEREOF, the parties have set their hands and seal: 12 : / 22 :/ 2025.

Police Officers:

12/19/25

Union President Date

City of Geneva:

12/22/25

City Manager Date

Appendix B

Section 1 - Substances. Employees may be tested for: alcohol, cocaine, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substances for which testing is required under FMCSA regulations for persons with commercial drivers' licenses who perform safety sensitive functions, with the exception of marijuana if such testing is prohibited by New York State law.

Section 2 - Types of Testing. Employees are subject to the following types of testing:

> **Reasonable Suspicion**. At the Chief's or his designee's direction, the employer may send an employee for testing if it has reasonable suspicion that the employee, while on duty, is under the influence of alcohol and/or drugs. Reasonable suspicion shall be based upon behavior, physical appearance, or other characteristic or occurrence which is recognized as a symptom of impairment, including an arrest for a drug or alcohol related offense or other documented evidence of improper drug or alcohol use.
>
> **Post-Accident**. If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the employer may send the employee for testing.
>
> **Follow Up**. If the employee returns to work after a positive substance test, the employer may require follow up testing as a condition of the return to work. The employer may determine when and how frequently follow up testing will be used.

Section 3 - Confidentiality. The Employer will handle the testing of employees and results of such testing in a confidential manner. Instructions to report for testing will be done in a private setting whenever possible. Results will be disseminated on a need-to-know basis only.

Section 4 - Testing Procedures. The following testing procedures shall be followed:

> **Notice of Requirement to Submit to Testing**. The employer will instruct the employee to report for testing. The employer will inform the employee of when and where to report for such testing. Any employee who is required to submit to testing may consult with legal counsel or a union representative within the 30-minute period immediately following notification of the requirement to submit to testing. Immediately after consultation with counsel/union representative or the end of the 30 minute period, whichever occurs first, the employee shall report directly to the testing site. Any delay in this process shall be deemed a refusal to submit to testing.
>
> **Employee Submits to Testing**. The employee will submit to testing as required by the employer. If the employee is being sent for reasonable suspicion testing, the City will provide a driver to transport the employee to and from the testing site. The employee may ask a person to accompany him/her to the test. Such a request will be permitted so long as it does not delay the employee in reporting to testing for more than 30 minutes from the time the employee is instructed to report. If the person asked to accompany the employee to the test is an on-duty employee, that person may leave work only if approved by his/her supervisor; and, missed work time will not be paid unless the employee uses appropriate leave accruals. Employees who are sent for testing must

complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.

Employee Discloses Medications. The employee will disclose his/her medications to the testing agent as directed.

Testing. An evidential breath testing device will be used for alcohol tests. Drug tests will be performed by urinalysis. In the event that an employee is unable to produce enough breath for a breath alcohol test or enough urine for a drug test, a blood sample will be drawn and will be tested to determine blood alcohol concentration level and/or the presence of drugs. Split samples will be taken for drug tests. The urinalysis shall be performed by a laboratory certified under the National Laboratory Certification Program. Tests will be performed by a qualified person or entity other than the City of Geneva or a City of Geneva employee.

Results. The testing agent will notify the employer of the results. If necessary, the employee will sign a release and/or authorization acceptable to the testing agent to authorize and direct the provision of final test results to the employer. The employer will notify the employee of the results promptly. In the case of negative test results, the employer will notify the employee in writing mailed first class mail to the employee's last known home address. In the case of positive test results, the employer will notify the employee in writing which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. A positive test result for alcohol will be a 0.04 or higher blood alcohol concentration level. A positive test result for drugs will be the detection of a substance.

Challenging Test Result. If an employee wishes to challenge a positive drug test result, he/she must request a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory.

Cost of Test. The cost of the test(s) shall be paid by the employer.

Payment of Employee. Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

Section 5 - Effect of Positive Test Result. The effect of an employee's positive test result shall be as follows:

First Offense. After the first positive test, the employee will be referred to a Substance Abuse Professional ("SAP") selected by the employer. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professional(s)/facility that the employee may use. Any professional/facility which is approved for treatment must: (1) provide the recommended treatment, and (2) make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements specified by the employer. Otherwise, the employee may be discharged. An employee may use leave accruals to receive pay while seeking treatment, otherwise this period of time will be a leave without pay.

Other Offense. For subsequent offenses that occur within a two year period from the time of the previous offense, the employer may discharge the employee in accordance with the applicable disciplinary article of the collective bargaining agreement.

Section 6 - Notice to Employees. The employer will post a copy of the testing policy and procedure in all departments.

Section 7 - Supervisor Training. The City will provide training to supervisors in all departments concerning the signs and symptoms of drug and alcohol use and/or abuse, and the proper procedures for employee testing. Any employee testing referrals must be made by a trained supervisor.

Section 8 - Commercial Motor Vehicle Drivers. A number of City employees are subject to Federal Department of Transportation ("DOT") drug and alcohol testing requirements. In the case of these employees, if any provision of this Article is in conflict with the DOT requirements, the DOT requirements shall control.

Section 9 - Right to Grieve. Nothing herein shall be deemed a waiver of an employee's right to file a grievance as permitted under this collective bargaining agreement.

Section 10 – Other Drug and Alcohol Offenses.

A. Possession. Employees shall be prohibited from possessing alcohol and/or illegal drugs (including Cannabis as prohibited by Federal Law) in the workplace and/or on City property except as required for the performance of their City job duties, as set forth in Section 15 of General Order No. 305, Rules of Conduct. (This prohibition shall not include an employee's possession of legal alcoholic beverages on City property if such beverages are locked in the employee's private personal vehicle.) Improper possession of illegal drugs and/or alcohol in the workplace and/or on City property may be grounds for discipline up to and including termination of employment. Pursuant to Section 15 of General Order No. 305, Rules of Conduct, Employees may consume intoxicating beverages while in uniform or on duty while in the performance of duty and while acting under proper and specific orders from the Chief of Police.

B. Alcohol Consumption. Employees shall be prohibited from consuming alcohol at any time an employee is performing work duties for the City and during authorized break periods. Consumption of alcohol at such times shall be grounds for discipline up to and including termination of employment. This prohibition shall not include an employee's consumption of alcohol as a part of a required and City authorized and/or supervised training program or pursuant to Section 15 of General Order No. 305, Rules of Conduct.

C. Drug and Alcohol Arrests.

a. **Alcohol Arrests.**

i. On duty. Employees shall immediately report to their Department Head any on duty arrests for alcohol related offenses. "On duty" as used in section 10 of this Article shall include periods of time an employee is assigned to be on call.

ii. Off duty. Employees shall immediately report to their Department Head any off duty arrests for alcohol related offenses if such arrests may be relevant to their City job duties.

Offenses may be relevant to an employee's job duties if:
(a) The employee drives a motor vehicle as a part of his/her City job duties;
(b) The employee counsels others regarding substance abuse matters as a part of his/her City job duties;
(c) The employee is a peace officer or police officer; and/or
(d) The arrest occurred while the employee was commuting to work.

b. **Drug Arrests**. Employees shall immediately report to their Department Head any on duty or off duty arrests for drug related offenses.

c. **Further Reporting**. For those required to report arrests pursuant to paragraphs a and b above, employees shall also be required to notify their Department Heads of court dates connected with the charges and of the final disposition of the case. The employee shall also provide copies of court documents evidencing court dates and final case disposition if requested by the Department Head.

d. **Conviction**. A conviction for an on-duty or off-duty drug and/or alcohol related offense may be grounds for discipline up to and including termination of employment.

GENEVA CITY COUNCIL
AGENDA ITEM BRIEFING

To: City Council

From: Sydney Schumacher, Executive Director of Geneva Business Improvement District

Meeting Date: Tuesday, December 23rd

Item Title: Geneva BID 2023 Bylaws Approval

Action Required: Formal affirmation of the 2023 GBID bylaws

Background: In the process of beginning revisions of the GBID bylaws as directed by the Board, it was discovered that there is no institutional knowledge of when the bylaws were last approved by council and therefore of which version should be presented as revision to council. As such, I seek now to confirm that needed approval for the 2023 bylaws, which have thereafter their creation been the governing document for the standard operating procedures of the organization.

This step is to ensure the GBID is above board on all practices, so that I may proceed with bylaw revisions for our internal review and approval, which I then expect to present to Council within 6 months.

Alternatives: Council does not affirm 2023 GBID bylaws

Financial Impact: No financial impact is expected to occur

RESOLUTION # 77-2025

Geneva Business Improvement District 2023 Bylaws Approval

WHEREAS, A resolution of City Council founded the Geneva Business Improvement District and its bylaws; and

WHEREAS, the Geneva Business Improvement District continues to maintain its positive relationship with the City of Geneva and meets the charge of maintaining and beautifying, supporting and marketing the District of Downtown Geneva; and

WHEREAS The Geneva Business Improvement District bylaws are subject to ongoing City Council approval; and

WHEREAS, It has come to our attention that our current bylaws set forth in 2023, and which are the bylaws under which the organization had operated thereafter, are unknown to have passed City Council; now therefore, be it

RESOLVED, City Council will pass, through majority vote, affirmation of the current Geneva Business Improvement District Bylaws; and

RESOLVED, Geneva Business Improvement District will continue to apply said bylaws, with approval, in operation.

BYLAWS
OF
GENEVA BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION INC.
February, 2023

ARTICLE 1
GENERAL

Section 1. Statutory Authority/Purpose. The Geneva Business Improvement District Management Association, Inc. (the "Corporation") was formed under New York State Not-for-Profit Law. The Association and Improvement District was formed under Article 2-B of the New York General City Law, amendments thereto and all applicable New York statutes.

The purpose for which the Corporation is formed is to manage activities that will promote and improve the Central Business District of the City of Geneva. The Business Improvement District (BID) has as its mission the development of programs that promote design and preservation, economic development, and that promote the business opportunities afforded by downtown.

Section 2. Not-For-Profit. The Corporation was not formed for pecuniary profit or financial gain, and no part of the assets, income or profit thereof shall be distributed to, or inure to the direct benefit of its members, Directors, or officers.

Section 3. Restatement. These Bylaws are an amendment and restatement, in their entirety, of the Bylaws that were in effect immediately prior to the adoption hereof.

Section 4. Office. The office of the Corporation shall be located within the BID of the City of Geneva at a place to be determined by the Board of Directors.

Section 5. Mailing Address. The official mailing address for the Corporation shall be its office address, or such other address as the Board of Directors may from time to time determine.

ARTICLE II
MEMBERS

Section 1. Member Qualification. All owners and tenants of real property within the District shall qualify as members of the Corporation.

There shall be two (2) classes of voting members:

- Owners of real property within the taxing District with property tax responsibility and
- Public representatives.

There shall be two (2) classes of nonvoting members:

- Residential tenants and commercial tenants leasing space within the District and
- Tax-exempt property owners within the District.

If real property or a tenancy within the District is co-owned, the co-owners shall designate one of their numbers to exercise on behalf of all such co-owners the rights of membership in the Corporation.

Each voting member shall have one vote for each separately assessed parcel of property. Voting members will be determined by the records of the City's Assessor's office. No member shall be entitled to vote at any meeting or election unless his or her assessment levy is paid to date.

Section 2. Meetings of Members. Upon written request of 10% of the membership, the President or the Board of Directors shall call a meeting of the General Membership. Notice of such meetings shall be delivered by mail at least ten (10) days prior to the meeting: Such notice shall state the purpose of the meeting.

Section 3. Annual Meetings. An annual meeting of the membership shall be held in the first ninety (90) days of each year. Notices of such meetings will be sent to all members not less than ten (10) days prior to the meeting. The officers of the Corporation shall report on the past year's activities and conduct such other business as may be necessary. The Board of Directors will reorganize immediately following the annual meeting.

Section 4. Virtual Meetings. The Board of Directors will allow for holding the annual meeting virtually within the first 90 days of a calendar year. Notices of such meetings will be sent to all members not less than ten (10) days prior to the meeting.

Section 5. Special Meetings. Special meetings of the members may be called at any time by the President or a majority of the Board of Directors and shall be called by the President or the Secretary at the request in writing of voting members representing not less than 15 property-based votes. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of such meeting.

The Board of Directors shall meet at a regular time and date to be determined by the Board. The President or three (3) Directors may call special meetings of the Board anytime provided that a notice is provided to every Director. Such notice or special meeting shall state the purpose of the meeting.

All regular meetings of the Board of Directors are open to Corporation members.

The fiscal year of the Corporation shall end December 31.

Section 5. Notice. Written or printed notice stating the place, day and hour of the annual meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each voting member not less than ten or more than 45 days before the date of the scheduled meeting. Notice to non-voting members shall occur by way of public announcement in the *Finger Lakes Times* (or any successor newspaper) at least twice, with the second of such notices appearing not less than five or more than ten days after the first, and not less than ten or more than 30 days prior to the scheduled meeting. Any such notices shall conform to the requirements set forth in Article IV.

Section 6. Record Date for Voting Purposes. With respect to any matter requiring a vote of the voting members, eligibility to vote shall be determined by the records of the Assessor's office, as of a record date fixed by the Board of Directors. For the purpose of determining the identity of the members entitled to delivered notice of or to vote at any meeting of the members, or any adjournment thereof, or in order to make a determination of the identity of voting members for any other proper purpose, the board of Directors shall select a record date not less than ten (10) or more than sixty (60) days prior to the event at which a vote will be taken or voting status must otherwise be determined. When a determination of the identity of the members entitled to vote at any meeting of the members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

Section 7. List of Voting Members. The Secretary of the Corporation shall make, at least ten (10) days before each meeting of the members, a complete list of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order and with each voting member's name associated with the property address, or addresses, that constitute the basis for his right to vote, which list, for a period of ten days prior to such meeting, shall be kept on file at the office of the Corporation and shall be subject to inspection by any member at any time during the usual business hours of the Corporation. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. Such list shall constitute prima facie evidence as to the identity of those members entitled to vote at any meeting of the members. Failure to comply with the requirements of this Section 7 shall not affect the validity of any action taken at such meeting.

Section 8. Quorum. Members representing not less than twenty-five (25) Property-Based Votes shall be present in person or by proxy at a meeting of the members in order to constitute a quorum for purposes of conducting business. Once a quorum is present at a meeting of the members, the voting members represented in person or by proxy at the meeting may conduct such business as may properly be brought before the meeting until such meeting is adjourned, and the subsequent withdrawal from the meeting of any voting member, or the refusal of any voting member represented in person or by proxy to vote, shall not affect the presence of a quorum at the meeting. If, however, a quorum shall not be present at any meeting of the members, those voting members present in person or represented by proxy shall have the power to adjourn the meeting, without notice (other than announcement at the meeting at which the adjournment is taken of the time and place of the adjourned meeting), to such time and at such place as may be determined by a majority of the Property-Based Votes represented in person or by proxy at such meeting, until a quorum shall be present. At such adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally noticed.

Section 9. Member Representation. Any owner or tenant of real property within the District that is not an individual may, for purposes of its membership in the Corporation, be represented by any individual who owns not less than a l0% equity interest in such owner or tenant. or is employed by such owner or tenant for not less than twenty (20) hours per week on average. In order for any such representative to vote on behalf of a member not an individual, such owner or tenant shall register such representative with the Corporation, specifying his name, address and the circumstance qualifying such individual to represent such voting member; provided, however, that no such registration shall be required where such representation naturally occurs or follows as a matter of law, so long as such representative provides evidence that such representation is, in fact, lawfully authorized.

Section 10. Voting. Each member shall have one vote (an "Ownership Based Vote") for each separately assessed parcel of real property and/or commercial tenancy owned by it and for which it has directly assessed property tax liability. When a quorum is present at any meeting of the members, a majority of the Ownership-Based Votes cast for or against or expressly abstaining with respect to any question or matter brought before such meeting shall decide such question or matter and shall be the act of the members, other than the election of Directors or a matter for which the affirmative vote of a specified number or percentage of Ownership-Based Votes is required by the Code, the Articles or these Bylaws.

Unless otherwise provided in the Code, the Articles or these Bylaws, Directors of the Corporation shall be elected by a plurality of the votes cast by members entitled to vote.

At each election of Directors, every voting member shall be entitled to cast its vote(s) for as many persons as there are Directors to be elected. Cumulative voting shall not be allowed.

Real property or a commercial tenancy held by or subject to the authority of an administrator, executor, trustee, guardian, or conservator may be voted by such legal representative, either in person or by proxy, without a transfer thereof into his name.

Real property or a commercial tenancy standing in the name of, or held by or under the control of, a receiver may be voted by such receiver.

Members owning real property or a commercial tenancy that is mortgaged or collaterally assigned shall be entitled to a vote with respect thereto until such real property or commercial tenancy has been transferred into the name of the mortgagee or collateral assignee, and thereafter such transferee shall be entitled to a vote with respect to the real property or commercial tenancy so transferred.

Section 11. Presence at Meetings by Means of Communications Equipment. Members may participate in and hold a meeting of the members by means of conference telephone or similar communications equipment, so long as all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 11 shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Number and Types of Directors. The business of this Corporation shall be managed by its Board of Directors.

The Board of Directors shall consist of thirteen (13) members as follows:

ELECTED REPRESENTATIVES:
Seven (7) members elected to represent owners of real property with real property in the District, with the option of (2) two of these members being flex positions available to tenants with the District, both of whom shall serve terms of three years each.

Two (2) members elected to represent tenants of property with real property tax responsibility within the District, who shall serve terms of two years each.

One (1) member shall be elected At-Large Director, who shall serve a two-year term.

The terms of the Directors representing real property ownership shall be staggered.

PUBLIC REPRESENTATIVES:
One (1) member appointed by the Chief Executive Officer of the City of Geneva.
One (1) member appointed by the City Comptroller of the City of Geneva.
One (1) member appointed by the City Council of the City of Geneva.

The three (3) appointed public members shall serve as incorporators of the Association.

MERCHANTS ASSOCIATION REPRESENTATIVE:
The Board of Directors shall be enlarged to fourteen (14) members if a Merchants Association is established as a subcommittee of the Business Improvement District BID and the Merchants Association appoints one of its members to the Board of Directors for a two (2) year term.

HONORARY and EX-OFFICIO: The Board of Directors may determine to add (3) three honorary and ex-officio, non-voting Directors, one of which shall be the Executive Director of the Geneva Area Chamber of Commerce, and two (2) of which shall be residents of the District

REGIONAL COLLEGE REPRESENTATIVE: (Amended January 30, 2020)

The Board of Directors shall be enlarged to fifteen (15) members if a Regional College Representative is established as a member of the Geneva BID Board of Directors. The Board of Directors shall include a Director who shall have voting privileges on the Board, a representative from a regional college – a student, staff, or faculty for a two-year term.

Five (5) members of the entire Board shall constitute a quorum for the transaction of business and the vote of a majority of the Directors present, or voting via duly submitted written proxy, shall be the act of the Board of Directors. At the discretion of the Board of Directors, members may attend meetings via telephone conference if necessary mechanical equipment is available and operable. Members attending Board meetings electronically shall be able to actively participate, be counted towards quorum, and vote on all issues presented to the Board. Notwithstanding same, Board members are to make every reasonable effort to attend Board meetings in person to the extent practicable.

Section 2. Election. Each year the President, in consultation with the board of directors, shall appoint a Nominating Committee consisting of three (3) Board members. The Nominating Committee will submit a list of nominees to the Board of Directors in a timely manner.

The Board of Directors shall direct a delivery of ballots at least two (2) weeks prior to the annual meeting to all voting members of the Corporation. The mailing will be determined by the City Assessor's records. Write-in nominations will be accepted. All ballots must be returned by or at the annual meeting.

The President will appoint an Election Committee consisting of two (2) members who are not nominees or Board members. The Election Committee shall supervise the election, count the ballots and certify the results to the Board of Directors.

Directors shall be elected by a plurality of the votes cast in the balloting process.

Election of Board members shall be conducted on a staggered basis. Directors shall immediately take office following the election at the annual meeting. Each member elected to the board shall serve a three-year term and be eligible for immediate reelection at the completion of their first term. After two consecutive terms, a total of six years, a one-year interim break must occur. On a case-by-case basis, where the need arises, an exception can be made to terms or interim breaks by majority vote of the full Board of Directors.

Should a Board member cease to be a tenant or an owner/representative of real property within the District, said Board member is obligated to immediately submit a resignation.

The Board shall have cause to terminate a board member's term in the event that they do not attend three (3) meetings in any one-year period without being excused.

Any Director may carry a proxy on behalf of any other Board member.

The Board may, in its sole discretion, appoint an Advisory Board composed of members of the community, not to exceed 15 members.

Section 3. Individual Eligibility. Except for At-Large Director, Directors need not be residents of the City of Geneva or the State of New York, but must either be (a) an individual owner of real property or a commercial tenancy within the District, or (b) the individual owner or not less than a 10% equity interest in the legal entity owning such real property or commercial tenancy within the District, or (c) be employed for not less than 20 hours per week on average by the legal entity owning such real property of commercial tenancy within the District. If a Director shall cease to be eligible as herein provided, he is expected to resign as a Director, and the Board of Directors shall have cause to remove a Director from office if he fails to attend three consecutive regular monthly meetings. All Directors must be eighteen (18) years of age or older and shall be a member of the Corporation.

Section 4. Vacancies. Vacancies occurring on the Board shall be filled by appointment of the Board of Directors; such appointees shall serve for the remainder of the vacant term. Any vacancy occurring on the Board of Directors may be filled by election at an annual or special meeting of the members called for that purpose, or by the affirmative vote of a majority of the remaining Directors, though the remaining Directors may constitute less than a quorum of the Board of Directors as fixed by Section 10 of this Article III; provided, however, that the Board of Directors may not fill more than two such directorships during the period between any two successive annual meetings of the members. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A majority of all property-based votes may, at any time and with or without cause, terminate the term of office of all or any of the Directors by a vote at any annual or special meeting called for that purpose. Such removal shall be effective immediately upon such voting member action, even if successors are not elected simultaneously. Vacancies on the Board of Directors caused by such action shall be filled in a special election participated in by the voting members.

Section 5. General Powers. The powers of the Corporation shall be exercised by, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors, which may do or cause to be done all such lawful acts and things as are not by the Code, the Articles or these Bylaws directed or required to be exercised or done by the members.

Section 6. Place of Meetings. The Board of Directors of the Corporation shall hold meetings, both regular and special, within the City of Geneva, New York. Regular meetings, absent written notice specifying an alternative meeting place provided not less than ten (10) days prior to any regular meeting held at such place as may be designated by the President during the first meeting of each year. Special meetings shall be held at such place as may be designated in the notice of such meeting. Board retreats and special planning sessions may be held outside the City if and when determined by it to be appropriate. All meetings of the Board of Directors shall be open to all members, but there shall be no obligation to provide notice to the members of the occurrence of a Board meeting.

Section 7. Annual Meetings. The first meeting of each newly elected Board of Directors shall be held, without further notice, immediately following the annual meeting of the Members at the same place, unless by the majority vote or unanimous consent of the Directors then serving, such time or place shall be changed.

Section 8. Regular Monthly Meetings. Regular monthly meetings of the Board of Directors shall be held at 7:30 AM on the last Thursday of each month, unless a different date and time for a particular monthly meeting is designated by the President upon not less than seventy-two (72) hours prior written notice to all Directors to avoid specific conflicts or to accommodate special circumstances. Unless provided otherwise in the Code, the Articles or these Bylaws, any matter may be discussed and acted upon at any regular meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President and shall be called by the Secretary on the written request of 4 or more of the voting Directors then serving. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting called by such person or persons. Any such request for a special meeting shall state the purpose or purposes of such proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of such meeting.

Section 10. Notice. No notice of a regular meeting of the Board of Directors need be given, so long as it is held at the regularly scheduled date, time and place; however not less than seventy-two (72) hours prior written notice shall be provided in the event of any change in such regularly scheduled date, time and place. Notice of any special meeting shall be given at least twenty-four (24) hours previous thereto if given either personally (including written notice delivered personally or by telephone) or by telecopy, email, or other means of immediate communication, and at least seventy-two (72) hours previous thereto if given by written notice mailed or otherwise transmitted to each Director at the address of his business or residence. Any Director may waive notice of any meeting, as provided in Section 2 of Article IV of these Bylaws. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. At all meetings of the Board of Directors, the presence of five (5) voting Directors in person or proxy shall constitute a quorum for the transaction of business and the vote of a majority of the Directors present, or voting via duly submitted written proxy, shall be the act of the Board of Directors. The affirmation vote of at least a majority of the voting Directors present, in person, or by proxy at any meeting of the Board of Directors at which there is a quorum, shall be the act of the Board of Directors, except as may otherwise specifically provided by the Articles or these Bylaws. At the discretion of the Board of Directors, members may attend meetings via telephone conference if necessary mechanical equipment is available and operable. Members attending Board meetings electronically shall be able to actively participate, be counted towards quorum, and vote on all issues presented to the Board. Notwithstanding same, Board members are to make every reasonable effort to attend Board meetings in person to the extent practicable.

Directors with an interest in a business transaction of the Corporation and Directors who are directors or officers or have a financial interest in any other corporation, partnership, association, or other organization with which the Corporation is transacting business may be counted in determining the presence of a quorum at a meeting of the Board of Directors to authorize such business transaction. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the voting Directors present in person or by proxy may adjourn the meeting, without notice other than announcement at the meeting, to such time and at such place as may be determined by such majority of Directors, until a quorum shall be present.

Section 12. Committees of the Board of Directors. Special committees of the Corporation shall be appointed by the Board of Directors as the need arises. All committees shall report regularly to the Board via regular communications with the Executive Director. All committees of the Board of Directors shall be advisory, and they shall not have the right or authority independently to bind the Board of Directors or the Corporation in any way. All committees, as well as their respective sub-committees, shall seek Board of Director approval before expending funds, entering into agreements, making other commitments in any way involving the resources of the Corporation, or making public comment in the name of the Board of Directors or the Corporation (unless the prior approval of the President is obtained with respect to any such public comment). In that they are advisory, requirements relating to notices, quorums and the like shall not apply to committees, but they shall nevertheless function in a way best designed to accomplish the purposes for which they were formed and, to the extent reasonably possible' to involve all committee members in their deliberations. Notes on all committee meetings shall be maintained and made available to Executive Director. All functioning committees are to report regularly to the Board via the Executive Director.

The Board of Directors shall maintain four (4) permanent standing committees (the "Standing Committees"), as well as such other *ad hoc* committees (such as, for example, a nominating committee or an audit committee) as it may from time to time deem necessary or advisable, or as may be required by the Code. The four Standing Committees, and their respective areas of responsibility, shall be as follows:

Governance and Mandated Activities Committee:
Corporate governance, constituent relations, legal issues, public safety issues, tax status, parking, trash removal, landscaping, lighting, and other District services.

District Development and Growth Committee:
Waterfront and Downtown Development, commercial and residential direction, and policy, tenant recruitment, and government and civic group relations.

Special Events and Promotional Activities Committee:
Special events and promotions, public relations, publicity and advertising campaigns, fund raising, and grants.

Executive Committee:
Administrative oversight of employees, including disciplinary action, budgetary compliance, and maintenance of books and records.

Any initiative, project, program, policy, position, goal, or objective adopted for action by the Board of Directors shall be referred by the President to for an existing standing committee or one specifically designated to address the action taken by the Board of Directors. Further, a Standing Committee may, subject to the prior approval of the Board of Directors, elect to pursue any initiative, project, program, policy, position, goal, or objective generated by it and its members.

Each Standing Committee shall be comprised of not less than three (3) or more than five (5) Directors as determined and appointed by the President, who shall likewise designate the chairman of each. The officers of the Corporation shall comprise the Executive Committee. The President and the Executive Director shall be Ex-Officio members of each of the other Standing Committees. Each Director shall serve on at least one Standing Committee, but service on more than one Standing Committee shall be voluntary, based on individual interest and time availability. All Standing Committee appointments, except that of the Executive committee, shall be reviewed annually by the newly elected President, and may be changed for the ensuing year as he deems appropriate or advisable.

Each such Standing Committee, other than the Executive Committee, shall meet as frequently as its chairman deems necessary or advisable (but no less often than quarterly). Each Standing committee, other than the Executive Committee, shall have the authority to create various sub-committees from time to time, to handle specific initiatives' projects, programs, policies, positions, goals, or objectives. Any such sub-committee shall be comprised of one Director designated by the chairman of such Standing Committee (who shall serve as such subcommittee's chairman), and up to ten (10) volunteers from the Board of Directors, the District and/or the community at large, to be selected by such sub-committee chairman.

Section 13. Compensation of Directors. Directors, as members of the Board of Directors, or of any committee thereof, shall not be entitled to receive any salary or other compensation for their services. Nothing herein contained, however, shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation, therefor, if payment thereof is duly authorized by the Board of Directors.

Section 14. Action by Unanimous Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all the members of the Board of Directors, and such written consent shall have the same force and effect as a unanimous vote at a meeting of the Board of Directors.

Section 15. Presence at Meetings by Means of Communications Equipment. Directors may participate in and hold a meeting of the Board of Directors by means of conference telephone or similar communications equipment, so long as all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 14 shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE IV
NOTICES

Section 1. Form of Notice. Whenever under the provisions of the Code, the Articles, or these Bylaws, notice is required to be given to any Director or member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice exclusively, but any such notice may be given in writing, by mail, postage prepaid, or by telecopy, e-mail or other means of immediate communication, addressed or transmitted to such Director or member at such address or number as may be reflected on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be deposited, postage prepaid, in the United States mail as aforesaid. Any notice required or permitted to be given by telecopy, e-mail, or other means of immediate communication shall be deemed to be given at the time of actual transmission.

Section 2. Waiver. Whenever under the provisions of the Code, the Articles, or these Bylaws, any notice is required to be given to any Director or member of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether signed before or after the time stated in such notice, shall be equivalent to the giving of such notice.

Section 3. When Notice Unnecessary. Whenever, under the provisions of the Code, the Articles, or these Bylaws, any notice is required to be given to any member, such notice need not be given to the member if notice of two consecutive annual meetings and all notices of meetings held during the period between those annual meetings, if any, have been sent to that person, at the address shown on the records of the Corporation, and have been returned as undeliverable. Any action or meeting taken or held without notice to such a person shall have the same force and effect as if the notice had been duly given. If such a person delivers to the Corporation a written notice setting forth his then current address (whether street address, telecopy number, or e-mail address), the requirement that notice be given to that person shall be reinstated.

ARTICLE V
OFFICERS

Section 1. Description. The Officers of the Corporation shall be President, a Vice President, a Secretary, and a Treasurer. The Officers shall constitute an Executive Committee which shall generally oversee the management and affairs of the BID during the intervals between meetings of the Board. All actions taken by the Executive Committee shall be reported at the next meeting of the Board.

Section 2. Election. The President, Vice President, Secretary, and Treasurer shall be elected by the Board of Directors at the Board meeting immediately following the annual meeting. All officers shall he elected by the Board to hold office for the term of one (1) year or until his successor has been elected.

Section 3. Compensation. Elected officers shall not be entitled to receive any salary or other compensation for their services to the Corporation; provided, however, that nothing herein contained shall be construed to preclude any elected officer from serving the Corporation in any other capacity und receiving compensation therefor if payment thereof is duly authorized by the Board of Directors.

Section 4. Term. An officer of the Corporation shall hold office until he resigns, or his successor is elected and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, with or without cause. In no event shall an individual hold the same office for more than two consecutive years, or for more than two of any four consecutive years. The Board of Directors shall fill any vacancy occurring in any office of the Corporation occurring by reason of death, resignation, removal, or otherwise.

Section 5. Duties of the President. The President shall preside over all meetings of members and of the Directors. ~~He/she~~ they shall be a member (Ex-Officio) of all standing committees and shall, in general, supervise and manage all of the business and affairs of the Corporation, subject to the control of the Board of Directors; they shall have the power to sign checks, notes, and contracts. The President shall have responsibility for and general supervision of the affairs of the Corporation, and shall have general and active executive charge, management, and control of all the business, operations, and properties of the Corporation, with all such powers as may be reasonably incident to such responsibilities, subject to the provisions of these Bylaws and the control of the Board of Directors. The President shall preside, when present, at all meetings of the members and at all meetings of the Board of Directors. The President shall be the ranking Officer of the Corporation, to whom all other officers shall be subordinate. and he shall be responsible for and see that all orders and resolutions of the members and the Board of Directors are carried into effect. The President shall have the power and authority to cause the employment or appointment of such employees and agents of the Corporation as the proper conduct of operations may require, to terminate, remove or suspend any employee or agent who shall have been employed or appointed under his authority, or under authority of an officer subordinate to him, to suspend for cause any officer subordinate to the President, pending final action by the Board of Directors or such other authority as shall have elected or appointed such officer, to delegate any of the foregoing powers and authority to any other officer of the Corporation, and, in general, to exercise all the powers and authority usually appertaining to the chief executive officer of a non-profit corporation (except as otherwise provided in these Bylaws or in resolutions or written directives of the Board of Directors), as may be designated in accordance with these By-Laws, and as from time to time may be assigned to him by the Board of Directors.

Section 6. Duties of the Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President shall also have such powers and duties as shall be delegated by the President or prescribed by the Board.

Section 7. Duties of the Secretary. The Secretary, or a member of the Administrative staff, shall keep minutes of all meetings of the Board of Directors; shall give notice of all meetings of members and Board of which notice is required. The Secretary or Administrative staff shall have custody of corporate minutes and record, the corporate seal, and shall perform all duties incident to the office.

Section 8. Duties of the Treasurer. The Treasurer shall have custody of all funds, securities, evidence of indebtedness, and other financial documents of the Corporation; shall sign or endorse on behalf of the Corporation checks, notes, and other obligations to the credit of the Corporation in such banks as the Board of Directors may designate; shall pay out of funds on hand all just debts of the Corporation; and keep accurate accounts of all monies received and paid out and all assets and liabilities of the Corporation. The treasurer shall be responsible for the production of periodic financial statements, prepared in accordance with generally accepted accounting principles, consistently applied, upon which he shall report and comment at the annual meeting of the members, as well as each monthly meeting of the Board of Directors. Treasurer shall furnish reports to the Directors and annual reports at the annual membership meetings. The Executive Director or the Administrative Staff is authorized to act on behalf of the Board to perform any or all of the above. For purposes of conducting normal business, the Executive Director will have the authority to write checks or otherwise bind the Corporation in an amount not to exceed $250.00. Contemporaneous written notice of all expenditures is to be provided immediately to the officers of the Corporation.

ARTICLE VI
OFFICE and STAFF

Section 1. Description. The BID shall maintain an office for conducting business in the Central BID of the City of Geneva. The BID shall maintain a permanent staff to oversee any or all activities of BID.

The BID may employ an Executive Director to oversee the operations of the BID. The Executive Director shall be responsible for the day-to-day activities of the Corporation, and shall manage all of its other employees, interns and volunteers (except for interns and/or volunteers working directly with a Standing Committee or one of its sub-committees). The initiatives, projects, programs, positions, policies, goals, and objectives of the Corporation shall be established by the Board of Directors, with the advice and assistance of the Standing Committees, but it shall be the responsibility of the Executive Director to oversee and assist with the execution, implementation, and/or enforcement of sane as reasonably required. The Executive Director shall cultivate and maintain positive relationships with the members of the Corporation, as well as with the City of Geneva, its various agencies, and departments. and such other civic and governmental subdivisions as may be involved with the activities of the Corporation. Except as may be provided otherwise in these Bylaws, the Executive Director shall generally perform all the duties usually appertaining to the office of an Executive Director of a non-profit corporation and shall also perform such other duties as may be prescribed by the President.

His/her responsibilities shall include:

- Regularly keeping the BID Board informed of all significant activities.
- The development of new programs in keeping with the mission of the BID.
- Responsibility for the administration of all programs and daily business of the BID.
- Responsible for the preparation of the annual report and other reports as needed to carry out the mission of the BID.
- Take direction on behalf of the Board to conduct the financial business of the BID including the endorsement on behalf of the Corporation checks, notes, and other obligations to the credit of the Corporation in such banks as the Board of Directors may designate; payment of funds on hand to satisfy just debts of the Corporation; and keep accurate accounts of all monies received and paid out and all assets and liabilities of the Corporation.
- Management of the BID's staff.
- Such other duties and special assignments as agreed upon by the BID Board.

The BID may employ Administrative staff to assist with any or all business conducted on behalf of the Executive Director or Board of the BID. His/her responsibilities shall include:

- Assist in the preparation of reports to the Directors and annual reports at the annual membership meetings.
- Act on behalf of the Board and Executive Director on assigned administrative matters necessary for routine business.
- Special assignments as requested by the BID Board and/or the Executive Director.

The BID may also hire personnel to maintain the downtown public areas. These individuals may be hired on a full or part-time basis.

The BID may also hire additional personnel or enter into contract with individuals who are to perform work on behalf of the BID.

ARTICLE VII

INDEMNIFICATION

Section 1. Obligation to Indemnify. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise (all of such persons being hereafter referred to in this Article as a "Corporate Functionary"), against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action. suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. Determination of Right to Indemnification. Any indemnification under Section 1 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Corporate Functionary is proper in the circumstances because he has met the applicable standard of conduct set forth in that Section. Such determination shall be made (i) by the Board of Directors by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or (iii) by a majority of the property-based votes cast in a meeting held to decide such issue.

Section 3. Right to Costs and Expenses. Notwithstanding the other provisions of this Article VI, to the extent that a Corporate Functionary has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section I of this Article VI (including the dismissal of a proceeding without prejudice or the settlement of a proceeding without admission of liability), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Insurance. The Corporation shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VI or New York State law.

Section 5. Savings Provision. If this Article VI or any portion hereof shall be invalidated on any ground by a court of competent jurisdiction, the Corporation shall nevertheless, indemnify each Corporate Functionary as to expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, proceeding or investigation, whether civil. criminal or administrative, including a grand jury proceeding or action or suit brought by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 2. Seal. The Corporation shall have a seal which may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. Any officer of the Corporation shall have authority to affix the seal to any document requiring it.

Section 3. Number and Gender. As used herein, words denoting the singular shall include the plural, and vice a versa, and words denoting gender shall include the masculine, feminine, and neuter, all as the context may reasonably require or allow.

Section 4. Required Disclosures. In connection with any specific action to be taken by or for the account of the Corporation, each Director, officer, employee, and agent of the Corporation, before such action is taken or approved, shall disclose to the Board of Directors any fact or circumstance that a reasonable person might conclude could represent a potential conflict of interest of a material nature between such individual and the Corporation.

Section 5. Proxies. A voting member of the Corporation or a Director may designate a proxy to cast his vote at any meeting of the members or of the Board of Directors, as the case may be. Every proxy shall be in writing and shall be executed by the designating member or Director. A telegram or e-mail from the designating party, or a photographic, facsimile, or similar reproduction of a writing executed by such designating party, shall be treated as an execution in writing for the purposes of this Section 5. No proxy shall be valid after three months from the date of its execution, unless otherwise expressly provided therein. Each proxy shall be revocable unless (i) the proxy form conspicuously states that the proxy is irrevocable, and (ii) the proxy is coupled with an interest, as defined in the Code or by other New York State law.

Section 6. Resignation. Any Director, officer, employee, or agent of the Corporation may resign by giving written notice to the President or the Secretary. The resignation shall take effect at the time specified therein, or immediately if no time is specified therein. Unless specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Amendments. These Bylaws and any hereafter adopted may be amended at any meeting of the Board of the Directors by a majority vote of the entire Board of Directors or at any meeting of the members by a majority vote of the voting members present and voting in each case upon ten (10) day's written notice of the proposed change.

ARTICLE IX
MISCELLANEOUS:

Section 1. Consultants and Independent Contractors. The Board may retain, on behalf of the Corporation, such consultants and/or independent contractors as it may find desirable and appropriate from time to time. The compensation to be paid and responsibilities provided to such consultants and/or independent contractors shall be determined in the discretion of the Board.

Section 2. Gifts and Investments. The Board may accept gifts on behalf of the BID to be disposed as the Board of Directors chooses. The Board shall have the power to make investments of the funds of the Corporation and to change the same and sell, from time to time, any part of the securities owned by the Corporation or any rights or privileges that may accrue thereon.

Section 3. Loans. No loan shall be contracted on behalf of the Corporation and not negotiable paper shall be issued on its behalf unless expressly authorized by the affirmative vote of a majority of the entire Board. When so authorized by the Board, any officer of the Corporation may affect loans and advances at any time for the Corporation from any bank, trust company or other similar institution, or from any firm, corporation or individual. Such authority may be general or confined to specific instances. No loans, other than through the purchase of bonds, debentures or similar obligations of the type customarily sold in public offerings, or through the ordinary deposit of funds in a bank, shall be made by the Corporation, to its Directors or officers, or to any other corporation, firm association, or other entity in which one or more of its directors or officers are Directors or officers, or hold a substantial interest.

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CERTIFICATION

I,_____________________ , Secretary of the Corporation, hereby certify that the foregoing is a true, accurate, and complete copy of the Bylaws of the Geneva Business Improvement District Management Association, Inc., as duly adopted by its Board of Directors on ____________2023.

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Date

Secretary