



Notice of Board Meeting

Date: January 27, 2023

To: Rick Bley
Irene Rodriguez
R.J. Passalacqua
Benjamin Vasquez
Lowell Dewey
Jason Fulton

From: Anne Nenneau, Chair

Re: Notice of Board of Directors' Meeting

The Geneva Industrial Development Agency will hold their regular monthly Board Meeting on Friday, February 3, 2023 at 8:30am. The meeting will be held in the 2nd floor conference room at City Hall, 47 Castle Street, Geneva, NY. The meeting agenda is attached and available at <https://cityofgenevany.com/295/Industrial-Development-Agency-IDA>. The meeting will also be livestreamed on the IDA's YouTube Channel: <https://www.youtube.com/channel/UCVz4jDNtxuliy4SyugqQ8eg>.

Please confirm your attendance with Tracy Verrier, tracy.verrier@mrbbgroup.com.

Cc: Mayor Steve Valentino, City of Geneva
Amie Hendrix, City of Geneva
Tracy Verrier, Executive Director
Matt Horn, MRB Group
Maureen Lee, Geneva City School District
Myles Webster, Webster Properties
Erica Collins, City of Geneva
Media: Steve Buchiere, Finger Lakes Times

City of Geneva Industrial Development Agency

Meeting Agenda

Title: City of Geneva IDA

Location: Geneva City Hall, 47 Castle Street, Geneva
2nd Floor Conference Room and Zoom

Date & Time: 2/3/2023 at 8:30am



Agenda Item	Potential Outcome	Person Responsible
Call to Order		Anne Nenneau
Administrative Reports		
Minutes from January 2023	Motion to approve minutes	Anne Nenneau
Financial Report January 2023	Motion to approve financial report Motion to approve funds transfer	Tracy Verrier
Updates		
Geneva City School District	Informing board of status	Maureen Lee, Geneva CSD
GEDC	Informing board of status	Myles Webster, Webster Properties
GEDC Committee Update	Motion regarding additional studies	Tracy Verrier
City Council Report	Informing board of status	Mayor Valentino & Amie Hendrix
IDA Projects	Informing board of status	Tracy Verrier
New Business		
Unfinished Business		
MRB Contract Discussion	Motion to approve new contract	Anne Nenneau
Pretzel Logic Lease	Motion to approve new lease terms	Tracy Verrier
Nardoizzi Land Sale	Motion to approve updated agreement	Tracy Verrier
Executive Session		
Executive Session (if needed)	proposed acquisition, sale or lease of real property	Anne Nenneau
Adjournment	Motion to adjourn	Anne Nenneau

Quorum (Confirmation Required)

Anne Nenneau, Chair

R.J. Passalacqua

Rick Bley

Irene Rodriguez

Lowell Dewey

Benjamin Vasquez

Jason Fulton

Staff

Tracy Verrier

Matt Horn

Emma Falkenstein

Zoom will be available, and the meeting can be viewed on the GIDA's YouTube Channel

Join Zoom Meeting

Meeting ID: 882 9918 0520

Passcode: 920269

Dial in: 929-205-6099

<https://us02web.zoom.us/j/88299180520?pwd=UGZjMmNralFXN1A5SzM1ZDB0ZDBCQT09>

**Geneva Industrial Development Agency
City Hall, 47 Castle Street, Geneva, New York
And via Zoom livestreamed to GIDA's YouTube Page
January 6, 2023 at 8:30am
Meeting Minutes**

In Attendance:

Anne Nenneau
RJ Passalacqua
Rick Bley
Irene Rodriguez
Lowell Dewey
Benjamin Vasquez
**remote attendance*

Others present:

Tracy Verrier, MRB Group
Amie Hendrix, Geneva City Manager
Myles Webster, Webster Properties
Emma Powlin, Harris Beach
Anthony Lewis, Pretzel Logic

MEETING CALL TO ORDER

Chair Anne Nenneau called meeting to order at 8:30am.

ADMINISTRATIVE REPORTS

Meeting Minutes:

- Motion to approve the minutes from December 2022 regular meeting by RJ Passalacqua, second by Lowell Dewey. Motion carried unanimously.

Financial Report:

Tracy Verrier reviewed the December financial statements, noting that she had received the check for the Downtown Winery rent, and that the \$841 expense is the railroad crossing fee at GEDC.

Tracy also explained that the \$75,000 CD was going to mature on January 9. She advised that the new interest rates were 4% for 6 months or 4.2% for 12 months. She also requested that the board approve a transfer of \$50,000 from the Money Market account to the operating account. She reviewed account balances.

- Motion to roll the maturing CD into a new 6 month CD by Ben Vasquez, second by Rick Bley. Motion carried unanimously.
- Motion to approve the transfer of \$50,000 and the financial report presented by RJ Passalacqua, second by Lowell Dewey. Motion carried unanimously.

UPDATES

Geneva City School District:

No report – technical difficulties.

GEDC:

Myles Webster noted they are now preparing for summer. They have some showings coming up to fill vacant or soon to be vacant space.

GEDC Committee Update:

Tracy explained that Craig had gotten a quote for asbestos assessment. The contractor quoted \$9-12k if floorplans were provided, but it would cost an additional \$3k if no floor plans were provided. Tracy explained that she had sought additional quotes for floor plans, but haven't had any luck getting one. Irene explained that she'd rather wait to have all of the quotes before moving forward. This would allow the board to understand the full picture in terms of costs. The board agreed. Tracy will continue to work with Craig to get quotes.

City Council Report:

Amie Hendrix, City Manager, reported that the Council approved moving forward with a Restore NY application for Pretzel Logic. The MAP grant was approved, and the City will be putting out an RFP for administration services. There were some errors with the 2023 tax bills, so they are being recalculated and resent. She noted that any payments that have come in will be returned to the sender. Amie plans to have the zoning update in front of Council by the end of the quarter.

IDA Projects:

Tracy provided the following updates:

- The Geneva Shopping Center foreclosure received a judgement, and the property will go to auction. Once the auction happens, the IDA will likely need to address what happens with the PILOT. The current PILOT expires in 2028, however there are multiple options moving forward depending on who owns the property.
- There is not an update on Gateway. Plumley is still working on the additional submission to DEC.
- Tracy has drafted a contract based on the board's direction last month for the BID beautification work and is just waiting to see what the City contract looks like before moving to execution.
- There are no updates on Trinity. Emma Powlin suggested requesting an update on the scope and budget prior to closing. Tracy noted that was discussed last month and Mark was notified that the board would like to hear from him prior to closing.

Emma Powlin explained that there is a new funding program from NYS called FastNY.

NEW BUSINESS**Stivers Project:**

Stivers was not present to discuss the project. Tracy offered a summary noting that they'd like to acquire a boat to offer dinner cruises and offer some additional services at the Lakefront. It is her understanding that there are a lot of details to be worked out with the City, so this will likely come back once everything between Stivers and the City is worked out. This would be a sales tax only application.

UNFINISHED BUSINESS**MRB Contract Discussion:**

Tracy pointed the board to the proposed 2023 services contract in the packet. Anne asked in legal counsel had reviewed. Emma noted she had not seen a copy, but would be happy to. Anne suggested approving a one month extension for the proposed \$4200 fee and then consider the full

contract next month once counsel has approved. Lowell requested that MRB notify them if there are any additional fees expected for work outside of the scope or beyond the \$4200. Tracy agreed.

- Motion to extend the MRB management services contract for 1 month at a fee of \$4200 by Irene Rodriguez, second by RJ Passalacqua. Motion carried unanimously.

Pretzel Logic Lease:

Anthony Lewis was present, Tracy asked if the prior proposed terms were acceptable. Anthony noted that he thinks the terms are fine, but is still confirming the outstanding amount of the past lease.

- Motion to negotiate, draft and execute a lease extension per the prior agreed terms by Ben Vasquez, second by Lowell Dewey.

Nardozzi Land Sale:

Tracy explained that they had not gotten any additional feedback from James Nardozzi, so the board needs to decide how long they are willing to wait. Anne asked how long would be appropriate to wait before asking him to vacate, and noted that there is not a rental rate associated with the lease. Anne asked Amie Hendrix to get an overview of any existing issues on the property that need to be addressed for codes. Tracy will ask Bob Ryan at Harris Beach about what notification would be appropriate at this time.

ADJOURNMENT

- Motion to adjourn at 9:11am by Lowell Dewey, second by Irene Rodriguez. Motion carried unanimously.

Geneva Industrial Development Agency
Profit & Loss YTD Comparison
 January 1 - 27, 2023

	Jan 1 - 27, 23	Oct 1, '22 - Jan 27, 23
Income		
4020 · Income from Investments	0.00	9.46
4030 · Downtown Winery	195.00	780.00
Total Income	195.00	789.46
Expense		
5000 · Economic Development Support		
5003 · GEDC Support	0.00	841.15
Total 5000 · Economic Development Support	0.00	841.15
5040 · Professional Services		
5041 · Legal Services	0.00	280.00
5043 · Administrative Services	0.00	12,000.00
5049 · Other Professional Services	0.00	20,903.34
Total 5040 · Professional Services	0.00	33,183.34
Total Expense	0.00	34,024.49
Net Income	195.00	-33,235.03

Geneva Industrial Development Agency

Balance Sheet

As of January 27, 2023

	Jan 27, 23
ASSETS	
Current Assets	
Checking/Savings	
1002 · LNB - City of Geneva IDA	64,165.47
1003 · LNB Money Market	100,029.27
1050 · Certificates of Deposit	
1051 · Lyons National Bank	75,000.00
Total 1050 · Certificates of Deposit	75,000.00
Total Checking/Savings	239,194.74
Accounts Receivable	
11000 · Accounts Receivable	
11050 · GEDC Roof Loan	90,010.00
11000 · Accounts Receivable - Other	195.00
Total 11000 · Accounts Receivable	90,205.00
Total Accounts Receivable	90,205.00
Other Current Assets	
12000 · Undeposited Funds	195.00
Total Other Current Assets	195.00
Total Current Assets	329,594.74
Other Assets	
1110 · Industrial Park Investment	47,000.00
1120 · 2 N Exchange St	27,616.59
Total Other Assets	74,616.59
TOTAL ASSETS	404,211.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
20500 · Committed- BID Beautification	30,935.00
Total Other Current Liabilities	30,935.00
Total Current Liabilities	30,935.00
Total Liabilities	30,935.00
Equity	
3000 · Opening Bal Equity	483,253.37
3001 · Retained Earnings	-76,742.01
Net Income	-33,235.03
Total Equity	373,276.33
TOTAL LIABILITIES & EQUITY	404,211.33

Webster Property Management, LLC

Webster Property Management
350 East Ave, Suite 203
Rochester, NY 14604
(585)465-5000

GEDC

47 Castle Street, Geneva, NY 14456

Owner Statement

Ownerships: 122 N Genesee St

Date Range: 01/01/23 - 01/31/23

	Current	YTD
<i>Beginning Bank Balance</i>	49,000.91	49,000.91
Income		
Rental Income	13,277.40	13,277.40
Application Fees	40.00	40.00
Late Fees	50.00	50.00
CAM - Repairs & Maintenance	835.00	835.00
Gas & Propane	4,835.30	4,835.30
Water & Sewer	14.74	14.74
Electric	1,707.51	1,707.51
Unallocated Prepays	55.00	55.00
	20,814.95	20,814.95
Expense		
Management Fees Expense	1,471.75	1,471.75
Repairs & Maintenance Expense	7,002.20	7,002.20
Utilities Expense	1,473.71	1,473.71
Garbage	123.00	123.00
Telephone Services	212.14	212.14
Mortgage Interest Expense	1,823.48	1,823.48
	12,106.28	12,106.28
Net Income/Loss	8,708.67	8,708.67
<i>Ending Bank Balance</i>	57,194.81	57,194.81
Cash Requirements		
Total Reserve:	0.00	
Security Deposits Held:	17,345.00	
Total Requirements	17,345.00	

COMMENTS

GEDC Tenant Activity Report

Banner Door (B104)

No activity to report

City of Geneva DPW (A311)

No activity to report

David Lee Foster, Esq. (A107)

No activity to report

Designing Sunny (A301)

No activity to report

FLX Glassware (Chad Lahr) (A309)

- Working on moving into a smaller space

FLX Hospitality (B102)

No activity to report

Food Justice (B101)

No activity report

Geneva Sound Factory (A102)

No activity report

Geneva Theatre Guild (A305)

No activity to report

Gleichauf Agency, LLC (A103)

- Lease ends 2/28/23 and will not be renewing

Hudson Data, LLC (A302)

No activity to report

Ibero American Action League (A100)

No activity report

JB Paper Company (VIRTUAL)

No activity to report

Jason G. Swartley / Financial Partners of Upstate NY (A203)

- Lease ends 2/28/23 - Myles is working on a rent increase with Jason for renewal



J. Anderson, Cabinetmaker

No activity to report

KitGen (City of Geneva) (B102)

No activity to report

Lyons National Bank (A308)

No activity to report

Pretzel Logic (A303)

- In discussions regarding lease extension and payment plan

Real Eats America, Inc. (B100, B103, A204, A301)

- Balance has been paid off
- Still holding their security deposit. Working with DPW to come up with an amount to withhold.

Super Casuals (A310)

No activity to report

Uncharted Spirits (A312)

No activity to report

Unity House of Cayuga County (A206)

No activity report

Big D's Auction (A306)

No activity to report

Impact Earth (Warehouse B103A)

No activity to report

Misc:

- Collecting tenant insurance information and forklift certifications

Current Prospects:

- 1. Crossfit Gym** - Interested in part of Pretzel Logic's space that they are moving out of at the end of the month moving forward - in the process of getting a loan and will sign lease soon once that's received
- 2. Jim** - setting time to view spaces



VACANCY:

A101: 1251sqft

A104: 380sqft

A105: 210sqft

A106: 350sqft

A109: 119sqft

A204: 663sqft

A205: 585sqft

A209: 1150sqft

A210 (asbestos): 1369sqft

A211 (asbestos): 1177sqft

A216 (asbestos): N/A

A307: 2,610sqft

A309: 9,250sqft

B103: 19,432sqft

TOTAL: 46,498sqft

Maintenance:

- Asbestos in section 210,211,216 should be addressed to get space rented

Accounting:

(attached)



GEDC Committee Exploration

Overview of Quotes for Initial Studies

January 27, 2023

Context

The GEDC Committee enlisted the assistance of subject matter experts to better understand the condition of the GEDC facility. These experts recommended pursuing a series of initial studies and projects that will help the committee in making a recommendation to the full board regarding the future of the facility, and that will be helpful regardless of whether the IDA decides to keep or sell the building. Quotes were sought for these studies, and are outlined below.

Quotes

The proposals are attached to this overview, and costs are outlined in the table below.

Study/Project	Vendor	Quoted Price
Floorplan creation #1	Hale	\$20,500
Floorplan creation #2	CJS Architects	\$15,100
Asbestos Assessment w/ floorplans	Lozier	\$9,000-15,000*
Asbestos Assessment w/out floorplans	Lozier	\$12,000-18,000*
Roof Condition Assessment	Building Envelope Products & Services	\$1,000
Phase 1 ESA	Marks Engineering	\$3,500
Appraisal**	Thurston, Casale & Ryan, LLC	forthcoming

*depending on number of samples taken and tested

**Not suggested by experts at this time, but likely a logical future step

Cost Scenarios

The following scenarios do not include the cost of the appraisal.

- No floorplans – cost of all other studies – up to \$22,500
- With floorplans – cost of all studies, including floorplan creation – up to \$34,600 (assuming selection of lower floorplan bid)

GENEVA INDUSTRIAL DEVELOPMENT AGENCY

CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
tracy.verrier@mrbbgroup.com – www.cityofgenevany.com

Webster Properties, LLC - 3D Laser Scanning & 2D Plan Creation
122 N Genesee Street - Geneva, NY

December 6th, 2022

Webster Properties, LLC
Attn: Craig C. Webster
350 East Ave, Suite 203
Rochester, NY 14604
P: 585-465-5002
Craig@websterprop.com

122 N. Genesee Street
3D Laser Scanning & 2D Plan Creation
122 N. Genesee Street | Geneva, NY 14456



We at Hale Technology in Practice (Hale TiP) would like to thank you for the opportunity to propose our services for 3D Laser Scanning and 2D Plan Creation. Enclosed you will find a summary of the proposed services and associated fees.

ABOUT OUR SERVICES AND APPROACH

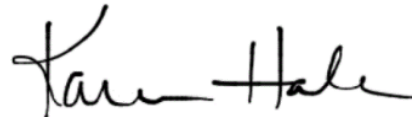
We are technology application specialists, with a focus on building design and successful history of technology application, 3D services, management, multi-discipline design, and coordination. Our mission is to empower design and construction firms to adopt technology that will enhance productivity and collaboration. With Autodesk Revit as our core expertise, we have developed our service offerings to include 3D HD Laser Scanning, 3D Modeling, Training, Coordination, and BIM Management. We lead by example, staying on top of the latest developments in hardware and software, and utilizing the most up to date technology trends, working through any obstacles so our clients don't have to. We work closely with our clients to ensure the smoothest transition possible when implementing new technologies. We do not sell hardware or software, allowing us to remain objective when it comes to making recommendations. The needs of our clients always come first, ensuring the best possible customer experience every time. We are confident that our skills and determination will compliment your firm.

If you have any questions regarding this proposal or additional information is needed please do not hesitate to contact us. It is our goal to ensure that all of our services are structured to meet your specific needs. We look forward to hearing from you to discuss this opportunity in greater detail.

Respectfully,

A handwritten signature in black ink, appearing to read 'Samantha A. Houk'.

Samantha A. Houk | HDLS Manager
C| 585.981.0195 E| sam@haletip.com

A handwritten signature in black ink, appearing to read 'Karen Hale'.

Karen A. Hale | Chief Executive Officer
C| 585.402.2618 E| khale@haletip.com

PROJECT SUMMARY:

Webster Properties, LLC (the client) is in the process of documenting existing conditions at 122 N Genesee Street in Geneva, NY. The building is approximately 220,000 square feet including two floors of office space and single-story open warehouse spaces. The client has requested that 3D Laser Scanning be conducted to accurately document the building and create existing plans. Drone aerial photogrammetry of the exterior and roof are also recommended. Finally, the client would like the 2D plans to be created in Revit so that a full 3D design can be supported in the future. Hale TiP agrees that this is an appropriate solution and proposes the following Scan-to-BIM workflow.

SCOPE OF WORK:

Hale TiP will capture a 3D high-definition point cloud for use with Autodesk software such as ReCap, Revit, AutoCAD, and Navisworks. The entirety of the interior and exterior of the building will be captured. We plan on using a combination of terrestrial laser scanning (TLS) and mobile laser scanning (MLS) to document the space. The TLS data comes in a colorless format unless color photos are added while the MLS data comes in color. We plan on completing all TLS in black & white. TLS will be used to provide a high density framework and connection between each of the areas. No above-ceiling or roof scanning is planned as part of this scope of work and TLS exterior scanning will be limited and representative only. The entirety of the interior and exterior of the facility will also be captured using our MLS solution called the NavVis VLX. The NavVis VLX will create an unstructured, unified, color point cloud of all areas scanned as well as a virtual walkthrough of the space in NavVis IVION. MLS data is lower density than TLS but provides more coverage and clarity. The NavVis IVION virtual walkthrough will only be available for use for one month following delivery of the point cloud. If the client would like access to the IVION walkthrough for longer an optional hosting fee can be provided. Pricing for a UAS (drone) flight to produce a color point cloud of the exterior, roof, and site as well as a virtual tour utilizing 360° color photos has also been included. The StructionSite 360° Virtual Tour will provide a simple way to share photos of the existing space and there is no additional hosting fee. These files will be utilized by the client for confirmation of as-built conditions. They may also be shared with design consultants and construction managers for coordination and historical preservation.

Using the 3D scan data, imagery, CAD files, and any other provided documentation, Hale TiP will create 2D Floor and Roof Plans in Autodesk Revit. Modeling will be done in 3D but only the elements that show in the 2D Plans will be modeled. 2D Floor and Roof Plans will be provided in Revit, PDF, and AutoCAD formats.

GOALS:

The goals of providing the aforementioned 3D laser scan deliverables are as follows:

- ☐ Capture point cloud data viewable in 3D software such as FARO Scene, Scene Webshare, Autodesk ReCap, AutoCAD, Revit, and Navisworks
- ☐ Increase the accuracy of documents depicting existing conditions
- ☐ Provide highly visual and easily navigable files for review by the entire AECO team
- ☐ Reduce the number of site visits necessary for the design team
- ☐ Provide a framework of measurement information ready for a design team to perform 3D modeling and design.

Webster Properties, LLC - 3D Laser Scanning & 2D Plan Creation
122 N Genesee Street - Geneva, NY

December 6th, 2022

EXCLUSIONS & QUALIFICATIONS:

- ☐ Hale TiP is not responsible for any demolition work to reveal concealed structure or utilities behind walls, below floors or above ceilings.
- ☐ Access to all required areas shall be provided.
- ☐ Professional design services not provided by Hale TiP.
- ☐ Wall and floor thicknesses will be assumed where the opposite side of the wall or floor was not scanned.
- ☐ Materials shall not be identified in the Revit model.
- ☐ Structural elements to be shown as generic. No loading, sizing, or detailed connections will be provided.
- ☐ Specific 3D Model and 2D Plan Exclusions:
 - ☐ The following elements are excluded from the model and plans:
 - ☐ All Mechanical, Plumbing, and Electrical systems and equipment
 - ☐ 3D Elements not typically visible in 2D architectural floor plans
 - ☐ Any Architectural and Structural elements not visible in the Laser Scan
 - ☐ Topography and exterior site elements
- ☐ Any requests for owner/user CAD/BIM/Revit standards need to be received before work begins. Any modeling changes for CAD/BIM standards requested after work begins will be charged additional services.
- ☐ Weather conditions can be a factor when laser scanning outside due to the scanner's sensitivity to rain or snow as well as the potential to corrupt the data collected. Exterior scanning will be scheduled around known weather forecasts and could potentially be delayed due to inclement weather.
- ☐ Travel expenses are included in this proposal.

PROJECT DELIVERABLES & FILETYPES:

- ☐ Autodesk ReCap files - .rcs and .rcp files that can be used in Autodesk 2014 or later software
 - *Raw scan data, as well as neutral file formats, can be provided upon request
- ☐ StructionSite Virtual Tour and associated 360° color photos
- ☐ Aerial Photography used for photogrammetry - .jpg
- ☐ Autodesk Revit 2022 model - .rvt (utilizing client template)
- ☐ 2D Floor and Roof Plans - .pdf and .dwg

Webster Properties, LLC - 3D Laser Scanning & 2D Plan Creation
122 N Genesee Street - Geneva, NY

December 6th, 2022

PROJECT SCHEDULE:

Typically Hale TiP requests that we receive at least two weeks notice before we begin work, however, we recognize the urgency of capturing field conditions and delivering as-built data as the project begins. On-site scanning should take approximately 2-3 days for a two person scan team, depending on the scope of work selected. Complete processing of the scan data can be accomplished within the following 1-2 weeks after conclusion of all scanning and travel and can be provided to the client at that time. Creation of the 3D Revit model will take approximately 2 weeks after post-processing of the scan data. Expected delivery dates will be provided once we receive a signed agreement and confirmation of start date.

FEE SCHEDULE:

Task	Fee	Accepted
3D HD Laser Scanning (Combination of TLS and MLS)	\$12,000	☐
*StructionSite Virtual Tour utilizing 360° Color Photos	\$1,000	☐
*UAS Color Photogrammetry of Roof & Site	\$1,500	☐
2D Floor and Roof Plans	\$6,000	☐
Estimated Total:	\$20,500	

***Price only valid with the selection of "3D HD Laser Scanning" SOW**

****Hourly Rate for Additional On-Site Scanning Work not covered in Scope: \$325/hr**

*****Hourly Rate for Additional Revit Modeling not covered in Scope: \$125/hr**

ACCEPTANCE OF PROPOSAL:

If this proposal meets your approval, please sign and initial in the spaces provided below and return to my attention via email. If you have any questions please feel free to call us. Proposal expires 30 days from the proposal date. **We will need this signed proposal in order to commence and proceed with the work.**

 Printed Name

 Signed Name

 Date

*** PLEASE READ AND INITIAL ATTACHED TERMS AND CONDITIONS**

Webster Properties, LLC - 3D Laser Scanning & 2D Plan Creation
122 N Genesee Street - Geneva, NY

December 6th, 2022

SERVICE TERMS AND CONDITIONS:

The Service Professional shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, the Service Professional will have access to the site for activities necessary for the performance of the services. The Service Professional will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted upon completion of services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A discount of 1% will be provided if the invoice is paid in full within 15 days of invoice date. A service charge of 1% per month will be applied to unpaid balances after 30 days. If payment is not received within 60 days, the Service professional has the right to stop work, and the client shall indemnify and hold harmless the Service Professional against all damages resulting from such stoppage. The Client agrees to pay all costs of collection attributed to late payment, including reasonable attorneys' fees. Retainers shall be credited on the final invoice.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Service Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Service Professional has no reason to believe that such a condition exists, the Service Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. The Service Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and the Service Professional, the Client agrees, to the fullest extent permitted by law, to limit the Service Professional's total liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of \$100,000, the amount of the Service Professional's fee (whichever is greater) or other amount agreed upon when added under Special Conditions.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Service Professional for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Indemnification

The Service Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Dispute Resolution

Any claim or dispute between the Client and the Service Professional shall be submitted to nonbinding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Service Professional.

(Client's Initials)

January 12, 2023

Ms. Tracy Verrier
GEDC Board Member
Geneva, NY

RE: GEDC 3D Laser Scanning and 2D Architectural Floor Plans

Dear Tracy,

On behalf of CJS Architects, it is my pleasure to submit, for your review and consideration, the following proposal to provide 3D Laser Scanning and 2D CAD - Architecture for Geneva Enterprise Development Center.

SCOPE OF WORK:

The GEDC Board has requested the delivery of 2D as-builts for Geneva Enterprise Development Center to help with initial work including a plan for hazardous material testing. The intent of this project is to provide GEDC with accurate existing conditions floorplans.

Scan Goals

- Capture high definition, 3D photos and data viewable and measurable from any perspective within the scan limits. (Reference Appendix-01)
- Capture point-cloud data viewable in 3D software such as Autodesk ReCap, AutoCAD or Revit.
- Level of Accuracy tolerance will be LOA40/LOA30 or 1/8-1/4 of an inch.

2D Floor Plan Scope

- Create an architectural 2D drawing, to match and best fit the laser scan data. In general, all elements will be modeled with generic families matching size, orientation, location within the scanned space.
- Structural Interior from Scan Data:
 - Architecture
 - Walls, Doors, Windows, Columns

Deliverable Materials

- Virtual Walkthrough – Weblink to Matterport virtual walkthrough. (Scanned with Leica BLK360).
- CAD – Architectural Floorplans
- Schematic PDF Floor Plans

Client Responsibilities

BEDC should designate a representative that will be responsible for providing our team with the following:

- Proper on-site location access, along with location contact name, email and phone.
- Notify appropriate on-site staff members of the upcoming scanning project team and equipment being on the premises.

EXCLUSIONS & QUALIFICATIONS

1. Professional design services: architectural, engineering, and/or interior design are excluded.
2. CJS anticipates that all production meetings will be handled via Internet based conference applications.
3. Scanning work will be done during normal business hours from 8:00am – 5:00pm, Monday – Friday. All other times will be considered off-hours. We will conduct the laser scanning, post-processing and 2d modeling during this period.
4. We will not scan any room that is less than 100 sq. ft.
5. We will not scan attic or crawl spaces located within the building.
6. We will not be responsible for laser scanning any concealed structures or utilities located behind door or permanent components.
7. Laser scanning requires a minimum temperature of 45-degrees Fahrenheit to function properly. If conditions fall below this parameter during the scheduled scanning, exterior scanning will need to be rescheduled and potentially could impact the overall production schedule.
8. Laser scanning also requires a dry environment, which means it cannot be gathered while raining.

FEE

This project contract will be conducted on a Lump Sum basis. First invoice will be generated after completion of field work. Scan or Drone data will be viewable via a web-based service, but not downloadable. Deliverables will be released upon receipt of payment for completed field work. Following invoice(s) will be generated upon agreed project deliverable milestones and/or final deliverable.

Task	Fee
Scanning (Field Work)	\$7,600
Arch floor plan 2D drawing	\$7,000
Travel Reimbursable Allowance	\$ 500
TOTAL	\$15,100

SCHEDULE

Our team will work with GEDC to start scanning within 2 after approved and signed proposal is returned. The overall duration from scanning to floor plan is anticipated to be maximum of 4 weeks.

Please contact me with any questions, concerns or requested scope revisions related to the above proposal.

Sincerely,



Dirk Schneider, AIA, Principal

(Signature)

(Print Name)

Attachments:

- Professional Services Agreement

Professional Service
Terms and Conditions

The Design Professional shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, the Design Professional will have access to the site for activities necessary for the performance of the services. The Design Professional will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. In addition, if payment is not received within 60 days, the Design professional has the right to stop work, and the client shall indemnify and hold harmless the Design Professional against all damages resulting from such stoppage. The Client agrees to pay all costs of collection attributed to late payment, including reasonable attorneys' fees. Retainers shall be credited on the final invoice.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification

The Design Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of \$100,000, the amount of the Design Professional's fee (whichever is greater) or other amount agreed upon when added under Special Conditions.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Design Professional under this agreement shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Client agrees to indemnify and hold harmless Design Professional from any claims that arise due to the reuse, misuse or alterations of the work documents.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Design Professional.

 (Design Professional)

_____ (Client)

December 19, 2022

Craig Webster
122 N. Genesee Street
Geneva, New York 14456

Dear Mr. Webster,

Lozier Environmental Consulting, Inc. is pleased to present you with the following proposal regarding a Pre-Renovation Asbestos Survey of the interior/exterior for 122 N. Genesee Street, Geneva, New York 14456.

Scope of Work

Lozier will provide New York State Department of Labor certified Asbestos Inspectors to conduct the asbestos inspection in accordance with New York State Code Rule 56, and in the manner prescribed by the USEPA AHERA protocol established in 40 CFR 763.

Asbestos Bulk Sample Analysis

Lozier is certified by the New York State Department of Health through the Environmental Laboratory Approval Program NYS ELAP ID# 11770 for the analysis of asbestos as bulk material, airborne fibers, and settled dust or debris. Bulk sample analysis shall be performed by polarized light microscopy (PLM) method.

All negative non-friable organically bound materials (NOB) will be noted on the PLM report with the following disclaimer as per NYS ELAP: *Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.* For future demolition purposes, all negative NOB materials will be confirmed by TEM (transmission electron microscopy) analysis.

Fee Proposal

Lozier hereby proposes to conduct the inspection, sampling, sample analysis, and report generation for the following estimate:

Item	Cost
Labor and reporting	\$2200/Lump Sum
PLM Analysis 2 day turnaround	\$23 per sample
TEM Analysis 5 day turnaround	\$60/per sample

Per the conversation with the client, floor plans will be provided. Lozier anticipates the survey costing between \$9000-\$15,000. In addition to the labor and reporting costs, client will be invoiced for the exact number of samples collected and analyzed.

We appreciate this opportunity to provide you with our professional services. If you have any questions, please contact me at 585-750-0327.

Sincerely,

Sam Lombardo

Sam Lombardo
Asbestos Services

Client Approval



Building Envelope Products & Services
Paige Holenbeck 585-727-1010
231 Commodore Pkwy
Rochester, NY 14625

paige@bepservices.com

January 19, 2023

Anne Nenneau
Geneva IDA
47 Castle Street
Geneva, NY 14456

Re: 47 Castle Street

We appreciate the opportunity to assist with this project. We are pleased to present this proposal. The intent is to conduct a roof condition evaluation and provide written documentation for your review.

Scope of work to include:

- Conduct roof evaluation
- Conduct roof core cuts if possible
- Provide written report with photographs with roof compositions, if core cuts are conducted, visual identification of deficiencies/observations/ provide scope of work for replacement/restoration options and budgets.

Total \$1,000.00
Plus tax if applicable

Invoice will be issued at the completion of provided written documentation.
Please provide tax exempt documentation if applicable.

Thank you for the opportunity, please feel free to reach out with any questions you may have.
Sincerely,

Paige Holenbeck

Please sign and return proposal below:

Signature

Date:_____

Print Name

January 19, 2023

Ms. Tracy Verrier
MRB Group

**RE: Proposal – Provide Phase I Environmental Site Assessment (ESA) Services
122 N Genesee St
Geneva, NY, 14456
Proposal No. 23-TBD**

Dear Ms. Verrier:

Marks Engineering, P.C. (Marks Engineering) has prepared this Proposal to provide Phase I Environmental Site Assessment (ESA) Services for the property located at 122 N Genesee St., Geneva, New York (herein referred to as the "Subject Property").

SCOPE OF WORK

The scope of work will include completion of a Phase I Environmental Site Assessment (ESA) in accordance with the American Standard for Testing and Materials (ASTM) Standard Practice E1527-21 in order to evaluate if the subject property presents any environmental liability to the "Owner" of the subject property. The Environmental Site Assessment will include completion of a regulatory environmental records and database search, a subject property reconnaissance visit, an interview with persons familiar with the subject property and an associated Phase I ESA report.

ASSUMPTIONS/CLARIFICATIONS

The project scope (and associated cost estimate provided herein) assumes the following:

- Evaluations and opinions presented in the ESA report will apply to the subject property conditions and features as they exist at the time of the subject property visit, and those reasonably foreseeable.
- This study is not intended to be a definitive investigation of possible contamination at the subject property. The purpose and scope of this Phase I ESA is to evaluate if there is reason to suspect the possibility of contamination at the subject property. No exploratory borings, soil or groundwater sampling, laboratory analyses, or other intrusive/disruptive inspections will be performed at the subject property under this scope of work.

SCHEDULE

Marks Engineering can initiate the above referenced work immediately upon receipt of written authorization to proceed.

FEE

Marks Engineering proposes to complete the work described above for a total lump sum fee of **\$3,500.00**.

If additional scope of services are required beyond that stated above, a suitable change order will be negotiated with the Client. No additional services will be performed by Marks Engineering without prior written authorization from the Client.

TERMS AND CONDITIONS

Project invoice(s) will be administered in a lump sum format after the submission of the Report. Payment will be due upon receipt of each invoice.

Marks Engineering P.C.'s services will be provided in accordance with the attached terms and conditions together with this proposal constituting the "letter agreement". If the information, terms and conditions presented herein are acceptable to you, please sign in the space provided below and return a copy of the countersigned document to my attention at jwolf@marksengineering.com. The execution of this document will signify authorization to proceed.

We appreciate the opportunity to provide services to you. Should you have questions or concerns about the information presented herein, please do not hesitate to contact **Jeremy Wolf**, via the above e-mail or via phone at **(585) 500-8392**. Again, your interest in the services of Marks Engineering are appreciated and we look forward to working with you.

Very truly yours,

Marks Engineering, P.C.



Jeremy Wolf
Principal - Environmental Consultant

Attachments: General Terms and Conditions

Authorization to Proceed – Provide Phase I ESA Services
122 N Genesee St
Geneva, NY, 14456
Proposal No. 23-TBD

By: _____
(Signature)

Date: _____

Name:

Title:



4303 Routes 5 & 20
Canandaigua, NY 14424

MARKS ENGINEERING, P.C. STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Provisions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing. These standard provisions apply to all project performed by Marks Engineering, P.C. A proposal can also be presented to the client in a verbal form.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Marks Engineering, P.C. (“Documents”) are instruments of Marks Engineering, P.C. services that shall remain Marks Engineering, P.C. property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without Marks Engineering, P.C. express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to Marks Engineering, P.C. or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless Marks Engineering, P.C. from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in the Agreement, Marks Engineering, P.C. will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Documents. Marks Engineering, P.C. is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

In the event that Marks Engineering, P.C. scope of services does not include design phase services, Marks Engineering, P.C. shall not be responsible for the accuracy, completeness or adequacy of the design. Under such circumstances, the Client agrees to defend, indemnify, and hold harmless Marks Engineering, P.C. from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from the design of the Project.

4. **STANDARD OF CARE** – Marks Engineering, P.C. and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated architects and engineers practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. Marks Engineering, P.C. shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **OPINION OF PROBABLE COSTS** – When required as part of our services, Marks Engineering, P.C. will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by Marks Engineering, P.C. hereunder will be made on the basis of Marks Engineering, P.C. experience and qualifications and will represent Marks Engineering, P.C. judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Marks Engineering, P.C. does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors’ methods of determining prices or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate further work by Marks Engineering, P.C. The Client shall remain liable for, and shall promptly pay Marks Engineering, P.C. for all services rendered to the date of suspension or termination.

Marks Engineering, P.C. may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payment are not brought current within seven (7) days of notice of suspension.
7. **LIABILITY** – Marks Engineering, P.C. will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that Marks Engineering, P.C. total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney’s fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, Marks Engineering, P.C. negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total amount of the Marks Engineering, P.C. fee received or \$50,000 whichever is less.



4303 Routes 5 & 20
Canandaigua, NY 14424

8. **BILLING AND PAYMENT** – Client shall pay Marks Engineering, P.C. in accordance with the rates and charges set forth in the Proposal. Marks Engineering, P.C. will submit to Client, on a monthly basis, an invoice of services rendered and expenses incurred during the previous period. Payment will be due upon receipt of Marks Engineering, P.C. invoice. In the event Client fails to pay Marks Engineering, P.C. within thirty (30) days after invoices are rendered, Client agrees that Marks Engineering, P.C. shall have the right to consider that event a breach of this Agreement and upon seven (7) days written notice, the duties, obligations and responsibilities of Marks Engineering, P.C. under this Agreement may be either suspended or terminated. Unless otherwise noted, payments shall be received within 15 days of receipt of invoice. A 3% monthly finance charge will be added to all invoices over 30 days past due.
9. **CONSEQUENTIAL DAMAGES** – Marks Engineering, P.C. and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

10. MISCELLANEOUS

Governing Law: The substantive laws of the state that the planned project resides shall govern any disputes between Marks Engineering, P.C. and the Client arising out of the interpretation and performance of this Agreement.

Mediation: Marks Engineering, P.C. and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

Marks Engineering, P.C. Reliance: Unless otherwise specifically indicated in writing, Marks Engineering, P.C. shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: Marks Engineering, P.C. shall not be required to sign any documents, no matter by whom requested, that would result in Marks Engineering, P.C. having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement .

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Marks Engineering, P.C. Marks Engineering, P.C. services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Marks Engineering, P.C. because of this Agreement or Marks Engineering, P.C. performance of services hereunder.

Hazardous Materials: Unless otherwise specifically stated in the Scope of Services Marks Engineering, P.C. shall have no responsibility for the discovery, presence, handling, removal or disposal of any hazardous materials.

December 22, 2022

Anne Nenneau, Chair
Geneva Industrial Development Agency
47 Castle Street
Geneva, New York 14456

**RE: PROFESSIONAL SERVICES AGREEMENT 2023
ECONOMIC DEVELOPMENT AND MANAGEMENT SERVICES—GENEVA IDA**

Dear Ms. Nenneau:

The City of Geneva has established a clear vision for economic and community development and has developed a strong organizational infrastructure to advance your development goals and objectives. The City's Industrial Development Agency represents a unique asset with a diverse set of powers and other tools to accelerate development and growth in the City.

Over the last year, MRB has been providing administration, staffing, compliance, and implementation support to the IDA as the City of Geneva continues to rebuild staffing levels. It is our understanding that the IDA requires similar services in 2023, but that it is likely that some or all of these responsibilities will transition to a City staff person at some time during the year. As you are aware, MRB Group has established an economic development team, with a diverse skillset and range of expertise perfectly aligned with the IDA's needs for organizational management and economic development strategy implementation. While there are over a dozen economic development and planning professionals on MRB's SmarterLocalGov team, the primary team for the Geneva Industrial Development Agency would include:

- *Tracy Verrier, Senior Economic Analyst (Project Manager):* Tracy will continue to serve as the primary project manager for this effort. Tracy serves communities throughout New York State with their economic development needs, and has a strong background in community development organizational management. At MRB Group, she has supported the launch and continued organizational development of several economic development organizations. In her service prior to MRB Group, she served as an executive director to the Cayuga County and Auburn IDAs, the

Cayuga Economic Development Agency, and the Auburn Local Development Corporation.

- *Matt Horn, Director of Local Government Services (Client Manager/Developer Contact):* Matt currently supports multiple communities in their downtown revitalization, housing development, and business attraction efforts. A long-time Geneva resident, Matt served as the executive director of Geneva's IDA prior to joining MRB Group and has intimate familiarity with development opportunities and the role of the IDA in Geneva economic development.
- *Emma Falkenstein, Planning Associate (Administrative & Implementation Support):* Emma currently works with multiple communities throughout New York State on their comprehensive planning and grant writing needs and specializes in urban revitalization strategies and community stakeholder engagement. An alumna of Hobart and William Smith Colleges, Emma is very familiar with Geneva.

Our project team has supported and provides current economic development and organizational management support to a number of local government economic development organizations. Similar projects include:

- *Management and Economic Development Services—Canandaigua Local Development Corporation:* MRB Group supported the launch of a joint venture between the City and Town of Canandaigua for a combined economic development effort and has served as the executive management partner for the agency since its inception in 2018.
- *Organizational Framework Development, Launch, and Ongoing Compliance Support—Cape Vincent Local Development Corporation:* MRB Group helped the Village and Town of Cape Vincent to develop an organizational framework and regulatory compliance measures for a new joint Local Development Corporation, which recently launched in Fall 2022. The organization has further engaged MRB Group to provide ongoing compliance support.
- *Comprehensive Economic Development Strategy—Erie County IDA:* MRB Group's economic development team worked with the Erie County Industrial Development Agency on an update to its Comprehensive

Economic Development Strategy (CEDs). The effort entailed market analysis, public engagement, and the development of strategic development initiatives. Currently, ECIDA has engaged MRB Group to assist in launching and facilitating a new CEDs implementation committee consisting of relevant partner organizations to track and ensure ongoing progress toward the CEDs goals.

- *Project Impact Analysis—Multiple Clients:* In 2021, MRB Group developed a proprietary software tool to assist local governments and IDAs in measuring the impacts of potential projects and associated incentive packages. This tool is currently being used by over 40 IDAs across New York State.

I. **Project Overview**

Our engagement contemplates total management and economic development support to the IDA, including:

ADMINISTRATION

- A. Meeting Facilitation
Our Project Manager will support the IDA in a range of tasks, including producing agendas, minutes, and other meeting materials for the Board and existing committees, ensuring that the Board's time is well-spent on your priorities. Additionally, we will support financial recordkeeping and performance management of the IDA and associated ventures (Industrial Park, GEDC, etc.)
- B. Regulatory Compliance
We will ensure that all required reporting and other regulatory matters are addressed in order to maintain a positive relationship with the State of New York.
- C. Project Support
We will work with the IDA's legal team to support existing and prospective IDA projects through the incentive application, evaluation, execution, and reporting process. The extent appropriate, our team will act as a point-of-contact for economic development prospects, directing them to the most relevant resources for their development needs. We will also continue to

support and implement existing IDA programming, such as the BID Beautification Proposal and Gateway redevelopment.

D. Transition Support

If/when the time comes, the MRB team will help to transition any or all services, documents, files, and processes to City staff as directed by the IDA Board.

PROGRAMMING

E. Strategy Implementation & General Economic Development Services

Capitalizing on the visioning work that the community has already completed, we will activate your strategic imperatives and support the development and deployment of new programs and initiatives to advance you toward your vision. This could include supporting the IDA's branding and outbound messaging and assessing and enhancing the City's economic development infrastructure.

II. Scope of Services and Compensation

To effectively address the scope as identified above, our team has developed the following project elements and associated pricing:

ADMINISTRATION

A. Meeting Facilitation

We will support the Board in developing materials necessary for effective meetings and supporting monthly and annual operational processes. This includes:

1. Facilitating Board and Existing Committee Meetings
2. Minutes and Financial Recordkeeping

B. Regulatory Compliance

We will work with the Board to facilitate compliance with state and federal regulations associated with Board operations. This includes:

1. Annual Public Authority Accountability Act Compliance Filings
2. Facilitating Annual Budget and Audit Processes
3. Other Compliance Matters as Needed

- C. Project Support
We will work with the Board to advance existing IDA initiatives and manage new applications for financial assistance. This includes:
1. Serving as a Point-of-Contact for economic development prospects
 2. Assisting in management of existing IDA ventures and initiatives
 3. Assisting up to 2 new incentive program applicants through Closing
- D. Transition Support
We will work with the IDA Board and appropriate City staff to transition IDA administration. This includes:
1. Transferring all relevant IDA files and documents
 2. Providing a compliance calendar to ensure future deadlines are met
 3. Meeting with City staff to provide current status of all projects, initiatives, and compliance processes

Compensation flat fee of \$4,200.00/month

PROGRAMMING

MRB Group will provide all services under this “programming” section of the contract on a time-and-expense basis.

- E. Strategy Implementation & General Economic Development Services
We will work with the Board to identify, develop and advance new initiatives that align with the IDA's purpose, mission, and goals. Our team will support the Geneva community in ensuring competitiveness for regional prospect activity. This work could include, but is not limited to:
1. Developing Outbound Messaging and Communications Tools
 2. Developing Program and Project Concepts for Board Approval

3. Implementing New Programs and Projects Approved by the Board
4. Prospect Management and Business Retention Support
5. Advancing Strategic Imperatives as Developed
6. Creating/Promoting Programs to Accelerate Board Strategy
7. Grant Research, Writing, and Administration
8. Economic Impact Analyses

MRB Group will not conduct services under this section of the contract without prior authorization and additional budgetary allocation by the IDA Board.

MRB Group's Standard Rates for 2023 are:

- Director time: \$230/hour
- Senior Analyst time: \$180/hour
- Analyst time: \$145/hour
- Planning Associate time: \$135/hour
- Grant Analyst: \$100/hour

Other expenses are charged as follows:

- Mileage at the then-current federal rate
- All other expenses, if any, charged at cost

The cost figures shown above represent our hourly, not-to-exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

This scope of work is intended to cover the period spanning February 3, 2023, through January 5, 2024. It is understood that part of all of the scope may be transitioned to City staff at some time during the term of this contract.

IV. Exclusions

By way of this agreement, MRB Group intends to support the Industrial Development Agency as advisors and execution partners. Any financial and/or fiduciary responsibility rests solely with the Board of Directors, and cannot be allocated to or assumed by MRB Group.

As such, our team members will prepare reports, advance purchasing procedures, and conduct other business on behalf of the IDA Board of Directors. However, we are unable to execute documents on your behalf, and cannot handle or maintain responsibility for cash, cash equivalents, or other financial instruments on behalf of the IDA.

As an alternative, we will support the Chair, Board Treasurer, or other Board designees via preparation of necessary documentation, to be executed by those designated Board representatives.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

[Signature page follows, nothing below this line.]

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



Matt Horn
Director, Local Government Services



James J. Oberst, P.E., LEED AP
Executive Vice President / C.O.O.

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PROPOSAL ACCEPTED FOR THE GENEVA INDUSTRIAL DEVELOPMENT AGENCY BY:

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.