Notice of Board Meeting

Date: November 30, 2023

To: Chevanne DeVaney
Dana Hollenbeck
Paula Bucklin
Marc Rodriguez
Peter Gillotte
Craig Talmage
Josh Miller
Kyle Ackart

From: Dave Linger, Chair

Re: Notice of Board of Directors' Meetings

The Geneva Local Development Corporation will hold their Monthly Board Meeting Wednesday, December 6, 2023 at 12pm. The meeting will be held in the Geneva BID conference room at 1 Franklin Street, Geneva, NY and remote participation via Zoom will also be available (see below). The meeting agendas are attached and available at https://cityofgenevany.com/287/Local-Development-Corporation.

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

Join Zoom Meeting
https://us02web.zoom.us/j/82424953044?pwd=VHNES2NvZ3lRTFdVZDlaaVZrME9MUT09
Meeting ID: 824 2495 3044
Passcode: 487818
Dial-in: (929) 205-6099
Cc:

Mayor Steve Valentino
Amie Hendrix, City of Geneva
David West, City of Geneva
Erica Collins, City of Geneva
Bo Wright, Geneva City School District
Kim Kerr, Geneva City School District

Tracy Verrier, Executive Director
Matt Horn, MRB Group
Emma Falkenstein, MRB Group
Media: Steve Buchiere, Finger Lakes Times

GENEVA LOCAL DEVELOPMENT CORPORATION
CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
tracy.verrier@mrbgroup.com – www.cityofgenevany.com

City of Geneva Local Development Corporation
Meeting Agenda

Title: LDC Monthly Meeting
Location: Geneva BID Conference Room
1 Franklin Street, Geneva
Date: December 6, 2023
Time: 12:00pm

Agenda Item	Potential Outcome	Person Responsible
Call to Order		Dave Linger, Chair
Administration		
Minutes November 2023	Motion to approve minutes	Dave Linger, Chair
Financial Report November 2023	Motion to approve financial report	Tracy Verrier
Reports		
City of Geneva	Informing the board	Amie Hendrix
Agenda Items		
Organizational Resolution	Motion to approve resolution	Tracy Verrier
MRB 2024 Service Contract	Motion to approve contract	Tracy Verrier
Board Member Nomination	Motion to nominate	Tracy Verrier
Project Updates	Informing the board	Tracy Verrier
Executive Session		
Executive Session	If needed	Dave Linger, Chair
Adjournment	Motion to adjourn	Dave Linger, Chair

Next LDC meeting: January 3, 2023

Quorum (Confirmation required)
Dave Linger
Peter Gillotte
Craig Talmage
Chevanne Devaney
Paula Bucklin
Dana Hollenbeck
Marc Rodriguez
Kyle Ackart
Josh Miller

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https://us02web.zoom.us/j/82424953044?pwd=VHNES2NvZ3lRTFdVZDlaaVZrME9MUT09
Dial in: (929) 205-6099
Meeting ID: 824 2495 3044
Passcode: 487818

Staff
Matt Horn
Tracy Verrier
Emma Falkenstein

REGULAR MEETING MINUTES
November 1, 2023 at 12:00 PM
BID Conference Room

Board Members in Attendance
Dana Hollenbeck
Craig Talmage
Josh Miller
Dave Linger
Kyle Ackart
Chevy Devaney*

Others in Attendance
Tracy Verrier, MRB Group
Emma Falkenstein, MRB Group*
David West, City of Geneva
Bo Wright, GCSD
*denotes remote attendance

Agenda Items

Call to Order:
Dave Linger called the meeting to order at 12:00 pm with a quorum present.

Geneva City School District Report
Bo Wright, the Superintendent, provided an update on the Geneva City School District (GCSD). Bo noted a smooth start to the school year. Overall, the GCSD is in good shape regarding staffing and bus drivers but doesn't have much of a buffer for sick leave and is still struggling with vacancy and staff turnover. Bo stated that the GCSD is in a stronger position than last year. He noted that the GCSD big capital project is expected to be completed in the next 18 months and that the school facilities in general are in great shape. Bo stated that the GCSD is making better use of grant funding with the addition of a grants coordinator.

Bo noted that behavioral issues continue to be a concern coming out of COVID-19 and that the GCSD is working to adjust policies to ensure the best outcomes for students. Bo stated that overall, behavioral issues are declining and the 2022 testing numbers show improvement across every area. In particular, the middle school is showing great growth and could potentially move into being in good standing.

Chevy inquired about how the 2023 numbers compare to prior years and the biggest concerns for the coming school year. Bo stated that his largest concerns are regarding student behavior and mental health. The GCSD is working with community partners to build relationships and ensure students have access to resources outside of school, but the demand exceeds current levels of support. Additionally, while the high school's graduation rate improved from 77% in 2022 to 79% in 2023, the rate is still lower than the target of 85-90%. Bo also noted concern for North Street's performance and the regents' math scores at the high school.

Bo noted that the GCSD is also being intentional about looking at the data through an equity lens. However, the data overall is showing process.

Dave inquired about comparable school districts to Geneva. Bo stated that the GCSD improvement plans include a regional comparison as well as a self-audit. The GCSD is working towards competing with the strong school districts in the region. Bo noted that in terms of demographics, the GCSD is similar to that of Newark and Waterloo, particularly regarding the percentage of economically disadvantaged students.

Bo stated the need for the community to work together to support the students and harness collective resources.

Minutes Approval:

- Motion to approve the October meeting minutes by Kyle Ackart, second by Craig Talmage. Motion carried unanimously.

Financial Report:

Tracy Verrier reviewed the November financial report noting not much activity besides the MRB Group contact fees. However, Tracy noted that a CD is maturing, which is currently at $81,000 at 3%. Tracy suggested rolling the funds into a new CD with the Bank of the Finger Lakes at 5%. Craig mentioned that the Finance Committee discussed increasing the CD amounts to improve the CLDC's accrued interest.

Motion to roll over the existing funds and increase the CD to $100,000 for a 7-month term at 5% with Bank of the Finger Lakes by Craig Talmage, second my Kyle Ackart. Motion carried unanimously.

- Motion to approve the November financial report by Craig Talmage, second by Dana Hollenbeck. Motion carried unanimously.

City of Geneva Report:

David West provided an update on the City of Geneva. David noted that the City passed the budget which included a flat tax rate. David stated that the election is coming up and early voting is currently taking place. The November Council Meeting will include the first reading of the zoning update, information about City employee health insurance, and additional policies. The second reading of the zoning will take place December 6th, 2023. David noted that the City has been working with the County during their review of the zoning update.

Dave Linger inquired about City Council's approach to the zoning reading, and if David anticipates additional tinkering with the zoning update. David indicated that City Council understands that if the current Council wants to adopt the zoning update by the end of the year, and substantive changes needed to take place in October.

Dave Linger inquired about the Airbnb section of the zoning update. David stated that this section has already passed but that amendments are being suggested. David stated that there was an on the floor change in the fees associated with the license. Part of the amendment will likely include additional language to tighten the wording regarding the fee.

Dave Linger inquired about the parking requirements for short-term rentals. David West stated that the parking requirements for short-term rentals will be the same as for bed and breakfasts. One parking spot is required per room and one spot is required for any on site occupant. The new zoning update will provide an option for applicants to provide an explanation for why more parking isn't needed on a case by case basis, which will go before the Planning Board.

The Zoning Update will include expanding the Traditional Urban Design District (TUD) in the downtown. The purpose of the TUD is to recognize the traditional urban design of the city which is designed to facilitate a more walkable, urban environment. The TUD update will include some historic preservation requirements, sign requirements, and exempts parking requirements. The expansion of the TUD will include the area near Pultney Park.

Committee Reports

Tracy Verrier noted that the Governance Committee met recently to do a policy review. There was one recommended change to the by-laws from the Governance Committee around the language of the downtown representative board member. The language is currently vague regarding if the BID needed to recommend the board position to the LDC. Tracy noted that the bylaw change will go on the agenda for the December meeting and that the change will then need to go to City Council.

Tracy stated that the finance committee met and discussed moving additional money into a CD. The Finance Committee wants to push for more revenue for the LDC and seeks to leverage the existing interest rates.

Chevy DeVaney inquired about potential downtown representatives to fill the board seat. Tracy noted that Amie Hendrix and David West have some ideas as none of the people who submitted applications through the City qualify for the seat. Tracy urged the LDC to think of potential people who might be interested.

David West stated that the LDC will also need to think about Officer Positions as Dave Linger terms off at the end of 2023. The LDC will need a Chair and potentially a Vice-Chair pending the election. Tracy stated that the LDC will need to determine Officers in January.

Dave Linger provided a brief overview of the obligations of Board Chair. He indicated that outside of the monthly meetings and additional communication with staff, the chair occasionally assists with other matters like hiring committees for the City. Craig Talmage provided a brief overview of the obligations of Treasurer, which does include working with the City's Microenterprise program.

Budget
Tracy Verrier overviewed the proposed 2024 budget. She noted that she included $2,000 of interests from the CD maturing and $85,000 for the cash payout from the property sale. The budget includes the audit fees, fees to the City for staff support, and additional fees for MRB Group administrative support.

Tracy noted that when the current MRB Group contract expires, the intention is to transition to an hourly time and expense with a not to exceed number. This will allow David to have access to MRB Group to assist with the reporting and compliance support. David West indicated that he is potentially bringing on an additional staff member to assist with the LDC and IDA.

The budget also includes $20,000 for potential programmatic funding.

- Motion to approve the budget by Craig Talmage, second by Josh Miller. Motion passed unanimously.

BID Q3 Report:
Tracy noted that the LDC received the BID'S Q3 report but that they are still waiting on one clarification regarding proof of payment. Tracy stated that the BID is requesting to reallocated funding to enable them to purchase an Adobe Suite subscription. They are under budget on graphic design and volunteer interface which will cover the request for the Adobe Suite subscription.

- Motion to approve the amendment to the BID contract to allow the purchase of an Adobe Creative Suite with reallocated funding from other budget items by Craig Talmage, second by Dana Hollenbeck. Motion passed unanimously.

Executive Session

- Motion to enter Executive Session for the proposed sale or lease of real property at 12:43 pm by Kyle Ackart, second by Dana Hollenbeck. Motion carried unanimously.
- Motion to exit Executive Session at 1:04 pm by Craig Talmage, second by Dana Hollenbeck. Motion carried unanimously.

Adjournment:

- Motion to adjourn by acclamation at 1:04 pm.

Geneva Local Development Corporation
Special Meeting Minutes
November 20, 2023 at 12:00 PM
City Hall, 47 Castle Street, Geneva, New York

Board Members in Attendance	Others in Attendance	
Dana Hollenbeck	Tracy Verrier, MRB Group	RJ Passalacqua, Geneva IDA
Josh Miller	Emma Falkenstein, MRB Group*	Rick Bley, Geneva IDA
Marc Rodriguez	David West, City of Geneva	Lowell Dewey, Geneva IDA
Peter Gillotte	Kaitlin O'Brien, Harris Beach*	
Kyle Ackart	Stephen, Maier, Harris Beach*	
Paula Bucklin	Anne Nenneau, Geneva IDA	
Chevy DeVaney	Irene Rodriguez, Geneva IDA	*denotes remote attendance

Agenda Items

Call to Order:
Peter Gillotte called the meeting to order at 12:01 pm with a quorum present.

New Business:

Gateway - 2 North Exchange Street

Tracy Verrier provided an overview of the Purchase and Sale Agreement (PSA) for the 2 North Exchange Street parcel. She noted that the final sale purchase is for $250,000 and that the agreement does not include the additional storefront.

Tracy stated that the closing date in the agreement is March 1st, 2024 (120 days) to provide enough time for the buyer to get site plan approval. Tracy noted that the buyer may need a variance if the application is submitted after the zoning updates are approved by the City.

Lowell Dewey from the Geneva IDA commented that the PSA is in favor of the IDA and LDC and that the process should be quicker than 120 days. Anne Nenneau from the Geneva IDA stated that it is now the buyer's responsibility to work through the site plan review process.

Motion to approve the Purchase and Sale Agreement for 2 North Exchange. In a roll call vote, all member present voted in favor. Motion passed.

Tracy noted that the PSA has already been signed by the buyer.

Adjournment:
- Motion to adjourn at 1:04 by Marc Rodriguez, second by Kyle Ackart. Motion passed unanimously.

Geneva LDC
Balance Sheet
As of November 28, 2023

	Nov 28, 23	Nov 28, 22	$ Change
ASSETS			
Current Assets			
Checking/Savings			
Certificate of Deposit	81,623.05	81,622.91	0.14
LDC Checking Account	81,145.44	151,985.25	-70,839.81
Total Checking/Savings	162,768.49	233,608.16	-70,839.67
Total Current Assets	162,768.49	233,608.16	-70,839.67
Other Assets			
Land and Buildings - Investment	44,567.00	44,567.00	0.00
Total Other Assets	44,567.00	44,567.00	0.00
TOTAL ASSETS	**207,335.49**	**278,175.16**	**-70,839.67**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable (A/P)			
AP - BID Beautification	14,016.34	0.00	14,016.34
Accounts Payable (A/P) - Other	0.00	28,700.00	-28,700.00
Total Accounts Payable (A/P)	14,016.34	28,700.00	-14,683.66
Total Accounts Payable	14,016.34	28,700.00	-14,683.66
Total Current Liabilities	14,016.34	28,700.00	-14,683.66
Total Liabilities	14,016.34	28,700.00	-14,683.66
Equity			
Retained Earnings	219,498.80	274,098.70	-54,599.90
Net Income	-26,179.65	-24,623.54	-1,556.11
Total Equity	193,319.15	249,475.16	-56,156.01
TOTAL LIABILITIES & EQUITY	**207,335.49**	**278,175.16**	**-70,839.67**

Geneva LDC
Profit & Loss YTD Comparison
November 1 - 28, 2023

	Nov 1 - 28, 23	Jan 1 - Nov 28, 23
Ordinary Income/Expense		
Income		
Investments		
Interest-Savings, Short-term CD	0.00	211.38
Total Investments	0.00	211.38
Total Income	0.00	211.38
Expense		
Contract Services		
Outside Contract Services	0.00	19,891.03
Total Contract Services	0.00	19,891.03
Operations		
Program Expense	0.00	6,500.00
Total Operations	0.00	6,500.00
Total Expense	0.00	26,391.03
Net Ordinary Income	0.00	-26,179.65
Net Income	**0.00**	**-26,179.65**

RESOLUTION

A regular meeting of the Geneva Local Development Corporation was convened at 1 Franklin Street, Geneva, NY on December 6th, 2023 at 12:00pm.

The following resolution was duly offered and seconded, to wit:

Resolution No 12/2023-1

RESOLUTION OF THE GENEVA LOCAL DEVELOPMENT CORPORATION (THE "CORPORATION") AMENDING THE CORPORATION'S BYLAWS AND APPOINTING AN EXECUTIVE DIRECTOR.

WHEREAS, pursuant to the Not-For-Profit Corporation Law of the State of New York, Article 14, Section 1411, as amended, the Corporation was created as a public benefit corporation of the State for the benefit of the City of Geneva; and

WHEREAS, the Public Authorities Accountability Act of 2005 (the "PAAA"), which was signed into law on January 13, 2006 as Chapter 766 of the Laws of 2005, was enacted by the New York State Legislature to insure greater accountability and openness of public authorities throughout the State; and

WHEREAS, as a "local authority" as defined pursuant to Section 2 of the Public Authorities Law ("PAL") the Authority, by resolution adopted October 17, 2006, adopted requisite policies, standards and procedures in furtherance of PAAA, certain elements of which the Corporation desires to herewith; and

WHEREAS, by Chapter 506 of the Laws of 2009, the Public Authority Reform Act of 2009 ("PARA") imposed new requirements upon certain local authorities of the State, including the Corporation; and

WHEREAS, the Corporation desires to ratify and adopt certain policies of the Corporation in furtherance of the PAAA and PARA.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GENEVA LOCAL DEVELOPMENT CORPORATION AS FOLLOWS:

<u>Section 1</u>. The Corporation hereby amends and adopts the Corporation's Bylaws in substantially the form attached hereto as **<u>Exhibit A</u>**

<u>Section 2.</u> The Corporation hereby appoints David West as the Corporation's Executive Director, Contracting Officer, and Authorized PARIS Representative, whom shall serve starting immediately and for the remainder of calendar year 2023.

<u>Section 3</u>. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolutions was duly put to a vote. ___ voted in favor, ____ opposed.

The Resolutions were thereupon duly adopted/reject.

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

I, the undersigned Secretary of the Geneva Local Development Corporation, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of Geneva Local Development Corporation (the “Corporation”), including the resolution contained therein, held on December 6, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Corporation and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Corporation had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Corporation present throughout said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ______, 20__.

____

Secretary

Exhibit A

GENEVA LOCAL DEVELOPMENT CORPORATION

Bylaws

Mission and Activities:

- To drive positive change in the Geneva real estate market by undertaking catalyst projects in and around the City.
- Facilitate sustainable, aesthetically pleasing, and environmentally appropriate development in key areas.
- Ameliorate conditions contributing to, or threatening neighborhood decline.
- Buy, sell, hold, or when necessary develop property in order to facilitate a healthy, functioning real estate market in the City of Geneva.
- Engage residents in catalyst projects aimed at improving market conditions.

Governance:

The LDC shall be governed by a nine (9) member Board of Directors appointed by the City Council of the City of Geneva, empowered to act according to the mission and activities described above, and selected according to all and only the following considerations:

1. The Board shall consist of two (2) members of local financial institutions, one with extensive experience in community lending and one with extensive experience with construction loans.
2. The Board shall consist of one member of the administrative team of a public sector (i.e., nonprofit) employer who has demonstrated a continually renewed commitment to Geneva.
3. The Board shall consist of one member of the administrative team of a private sector employer of over 100 employees who has demonstrated a continually renewed commitment to Geneva.
4. The Board shall consist of one representative of downtown.
5. The Board shall consist of two members of the general public, who have demonstrated

leadership capacity within their neighborhoods.

6. The Board shall consist of one professionally trained planner, with experience and skills in neighborhood revitalization.
7. The Board shall consist of one licensed real estate agent who has demonstrated, professionally, an ongoing commitment to Geneva.

In addition, the LDC board shall have, as ex-officio members, the Mayor and City Manager of the City of Geneva, or the designees therewith.

In addition to the stipulations above, the following prohibitions shall apply to LDC board members:

1. At any given time, no more than four (4) LDC board members shall simultaneously hold any of the following positions: An officer of the Geneva Area Chamber of Commerce or any of its subsidiary organizations, A member of any boards or commissions directly appointed by the City of Geneva, including the Geneva Housing Authority and any of its subsidiaries.
2. All LDC board members shall be prohibited from using any information gained in their capacity as a board member for personal or professional gain.
3. All LDC board members are required to attend, at minimum, 75% of all meetings duly called by the LDC within a twelve month period, or else face removal from the board.
4. The LDC board shall observe and adhere to the NYS Laws regarding Open Meetings and Freedom of Information.

Terms and Term Limits:

The initial appointment of the Board of Directors shall be made by the Geneva City Council, upon a recommendation of the Screening Committee, consistent with the mission and bylaws herein. The initial term of appointment for four (4) board members shall be five (5) years, and for five (5) board members it shall be three (3) years so as to provide for staggered reappointments. All subsequent vacancies, and consideration of reappointments, shall be subject to the same application and review process as the initial vacancies and shall be appointed by majority vote of the Geneva City Council. All subsequent Board members shall be appointed to three (3) year terms.

There is a three (3) term limit on service for any Board members, considered on the basis of aggregate service, not merely consecutive years of service.

Board Staffing and Oversight

The LDC shall be staffed by personnel selected at the Board's discretion, according to screening criteria that emphasize a skill set in neighborhood revitalization. The Board shall consult and work closely with Geneva's Office of Neighborhood Initiatives to the extent that activities undertaken by the LDC comport with the identified goals and objectives of that Office. Should a conflict arise. City Council shall receive briefing indicating the nature and scope of the perceived conflict, and shall deliberate on an appropriate remedy.

Amendments or Changes to the Bylaws

Any and all proposed changes to these bylaws must be reviewed and ultimately approved by a majority vote of the Geneva City Council.

Geneva Local Development Corporation
Amended and adopted this ___ day of January 2023

Geneva City Council
Approved January ___, 2023

December 6, 2023

David Linger, Chair
Geneva Local Development Corporation
47 Castle Street
Geneva, New York 14456

RE: ECONOMIC DEVELOPMENT ADVISORY SERVICES 2024
GENEVA LOCAL DEVELOPMENT CORPORATION

Dear Mr. Linger:

Over the last two years, MRB has been providing administration, staffing, compliance, and implementation support to the LDC as the City of Geneva transitioned its staffing. Having done so, it is our understanding that the LDC now requires ongoing compliance and economic development advisement to support the Board and Executive Director on an as needed basis. As you are aware, MRB Group has established an economic development team, with a diverse skillset and range of expertise perfectly aligned with the LDC's needs.

I. Project Overview

Our engagement contemplates providing as needed advisement, support and compliance activities. Our continued support is intended to aid in the continued transition of administrative services to City Staff, as well as to aid with the LDC's ongoing compliance with New York State Public Authorities Law. All activities under this contract will be performed upon request by the Board and/or LDC staff.

II. Scope of Services and Compensation

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

A. Regulatory Compliance
We will work with LDC staff to review and update policies, as well as collect and submit required documentation for required reporting and audits with the intention of continuing a positive relationship with the State of New York.

B. Project Support
We will work with the LDC's staff and legal team to support existing and prospective LDC projects through the incentive application, evaluation, execution, and reporting process.

C. General Economic Development Services
We will provide technical assistance in assessing potential programming, evaluating projects, and providing insights on available funding resources.

All support to the LDC will be billed on a time and expense basis, not to exceed $5,000 during the Project Schedule (as outlined in section III).

MRB Group's Standard Rates for 2024 are:

- Director time: $275/hour
- Senior Analyst time: $195/hour
- Junior Analyst time: $155/hour
- Planning Associate time: $145/hour

Compensation ....time and expense not to exceed $5,000

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 January 3, 2024, through December 31, 2024.

IV. Additional Services

The following items, not included in the above services, can be provided on a personnel time-charge basis but would only be performed upon receipt of your authorization.

A. Economic Development Strategic Planning/Market Analysis
B. Economic Development Project Management
C. Comprehensive Planning
D. Geographic Information Systems/Community Mapping
E. Grant Research & Writing

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

V. 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.

VI. 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.

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Geneva IDA and LDC/GLDC--support services 2024.docx

PROPOSAL ACCEPTED FOR THE GENEVA LOCAL DEVELOPMENT CORPORATION BY:

Signature	*Title*	*Date*

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

A. TERMINATION

Either party may terminate this Agreement with seven days' written notice if the other party fails to materially perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is so terminated, the client shall promptly pay to MRB Group Engineering, Architecture, Surveying, D.P.C. ("MRB") for (a) services performed prior to the date of such termination, based on MRB's reasonable estimate for the portion of work completed, plus (b) all reasonable costs incurred by MRB in connection with such termination. If, prior to termination of this Agreement, the client directs MRB to suspend or abandon any work, the client shall promptly pay MRB for services performed prior to receipt of such notice from the client.

B. INSURANCE

MRB agrees to procure and maintain, at its sole expense, such insurance policies as are customary in the industry.

C. INDEPENDENT CONTRACTOR

The parties agree that MRB is an independent contractor, and 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.

D. SUCCESSORS AND ASSIGNS

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party and any purported assignment absent such consent shall be void. This Agreement shall be binding on each party's successors, executors, administrators and assigns.

E. INVOICES AND PAYMENT

The client will pay MRB for services 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 payments are due within 30 days after receipt of the applicable invoice. 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 the client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against the client and without thereby incurring any liability to the client, elect to terminate performance hereunder upon ten (10) days prior written notice to the client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, the 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. The client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

F. INDEMNITY

The client will require any contractor and subcontractors performing the work to hold the client and MRB harmless and indemnify and defend the client and MRB and their respective officers, employees and agents from all claims arising from client's use of the services, except to the extent arising from MRB's negligence or willful misconduct.

G. LIMITATION OF LIABILITY

IN NO EVENT WILL MRB BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN BY MRB, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. MRB'S LIABILITY HEREUNDER SHALL NOT EXCEED THE FEES PAID TO MRB BY CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

H. MISCELLANEOUS

The Agreement may be amended or modified only with the written consent of both parties. The rights and remedies set forth herein shall be in addition to all other rights and remedies available at law or equity. The Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. This Agreement shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. Any litigation arising out of or in connection with this Agreement shall be brought and maintained exclusively in the federal courts or the courts of the State of New York, with a venue in Monroe County, New York, and the parties hereby irrevocably waive all jurisdictional defenses and irrevocably consents to the personal jurisdiction of such courts.