

**Geneva Development Corporation****Meeting Agenda**

**Title:** LDC Monthly Meeting  
**Location:** Teams Room - Second Floor of City Hall  
 Geneva NY 14456  
**Date:** 8/20/2025  
**Time:** 12:00 PM



Agenda Item	Potential Outcome	Person Responsible	Time (est. Mins.)
<b>Call to Order</b>		Craig Talmage, Chair	0
<b>Administration</b>			
Additions of Deletions from the Agenda	If Needed - Motion to approve	Craig Talmage, Chair	1
<b>Reports</b>			
Approval of Minutes	Motion to approve	Liz Toner, LDC Director	1
Financial Report	Motion to approve	Adam Blowers, City Comptroller	1
<b>Agenda Items</b>			
<b>Business</b>			
New LDC Member - Terri Williams	Discussion and Actions	Craig Talmage, Chair	5
Cook Properties Support	Discussion and Actions	Craig Talmage, Chair	10
Advisory Committee Scheduling	Discussion	Craig Talmage, Chair	3
GRAF and Drumstock Partnership	Discussion and Actions	Dana Hollenbeck, Vice Chair and Craig Talmage, Chair	8
LDC Beautification Upgrades	Assign Person to get Quotes and be Point Person	Craig Talmage, Chair	4
Follow-Up on Bicycle Repair Station	Discussion and Actions	Craig Talmage, Chair	5
<b>Target Area Reports</b>			
BID Projects and Events	Updates	Catherine Price, Outgoing BID Director	8
City Events and Updates	Updates and Discussion - If Time	Liz Toner, LDC Director	5
Neighbors Together Planning	Discussion - If Time	Marty Davis and Craig Talmage, Chair	3
County Speaking Event (Ryan Davis)	Set Date(s)	Craig Talmage, Chair	3
<b>Executive Session</b>	If Needed	Craig Talmage, Chair	
<b>New Business and Final Comments</b>	If Needed	Comments for LDC and Guests	3
<b>Adjournment</b>	Motion to adjourn	Craig Talmage, Chair	0

**Next LDC meeting: September 3, 2025**

**Quorum (Confirmation required)**

Craig Talmage  
 Dana Hollenbeck  
 Marc Rodriguez  
 Marty Davis  
 Catherine Price  
 Jessie Felde  
 Maddie D'Amico  
 Vacant  
 Vacant

**Join Zoom Meeting**

<https://us02web.zoom.us/j/86464881174?pwd=cirvgA4WarmRVpzR5JhieQfJ8odIV.1>  
 Dial in: 929-205-6099  
 Meeting ID: 864 6488 1174  
 Passcode: 569691

**Council Liaison**

Councilman James Petropoulos

**Additional Notes**

Follow-Up with Habitat for Humanity  
 Follow-Up with GCSD  
 Follow-Up on Bicycle Repair Station

**Pending Advisory Committee Members**

Richard McCarthy  
 Caroline Scutt  
 Ryan Davis  
 Victor Pultinas  
 Spike Herzog

Tracey Dello Stritto

**Staff**

Liz Toner  
 Nicole Tillotson  
 Adam Blowers

**Guests**

Councilman John Brennan



**REGULAR MEETING MINUTES**  
**Local Development Corporation (LDC)**  
**July 2, 2025 at 12:00pm**  
**City of Geneva, Conference Room**

**Board Members in Attendance**

Craig Talmage  
Dana Hollenbeck  
Martha Davis  
Catherine Price (arrived at 12:38)  
Marc Rodriguez  
Jessie Redmond  
Maddie D'Amico – via Zoom

**Others in Attendance**

Liz Toner, Events Coordinator  
Nicole Tillotson, City Clerk

**Other participants:**

John Brennan, City Council  
Ryan Davis, Ontario County  
Caroline Scutt, URMC Geneva General Hospital  
Tracy Dello Stritto, Ontario County Chamber of Commerce  
Todd Taylor, Hildreth Hill Neighborhood Association

**Call to Order:**

Chair Talmage called the meeting to order at 12:38pm.

**Additions or Deletions from the Agenda**

Ms. Price made a motion to add Hildreth Hill Neighborhood Association funding to the agenda, seconded by Ms. Hollenbeck; motion carried unanimously.

**Financial Report**

Reports provided by Comptroller Blowers, with no recent activity.

Ms. Davis made a motion to approve the June financial report; seconded by Ms. Felde; motion carried unanimously

**Geneva Parks Collective @ Richards Park**

Gabriella D'Angelo shared Geneva Parks Collective improvement plans. Richards Park Playground equipment and a picnic table were recently removed, due to their age and condition. The Geneva Parks Collective is working to add Adirondak chairs, a little library, a picnic bench, garbage can, dog station and gaga ball pit to the park this summer. The Collective is asking the LDC to purchase four Adirondak chairs, at a cost of \$150 each, which will include a tethering mechanism securing them to a tree in the park. The Collective will look for community help to install the new items in the park. Ms. Hollenbeck explained that she would be interested in a quote for a more durable chair. Ms. Davis suggested approving up to \$2000 for chairs, LDC Plaque, miscellaneous expenses, and report on chairs and other misc. costs for the project. Discussion followed.

Ms. Davis made a motion to donate \$2,000 to the Geneva Parks Collective efforts at Richard's Park to include Adirondack Chairs with LDC plaques and tethering mechanisms, miscellaneous expenses, and a report including costs for the final project, seconded by Ms. Hollenbeck; motion carried unanimously.

**Hildreth Hill Neighborhood Association Funding Request**

Todd Taylor, the Hildreth Hill Neighborhood Association Leader introduced himself and shared a brief history of the association's activities. The Association would like to do something for families in the community, like roller skating events. Mr. Taylor explained that St. Stephens School uses the DeSales gym for the same activity during the school year. Mr. Taylor will approach Massa about using space as well. The Association is

modeling their proposed roller skating event after Canandaigua's roller skating events at the Civic Center. The Hildreth Hill Neighborhood Association is asking for \$500 assistance to launch the program. Mr. Taylor shared that the Association is also considering bringing back Movies in the Park, at the Brook Street Park tennis courts as a trial run that would hopefully become a regular event. They are requesting \$200 to get the event started. The Association is also seeking funding for the annual Pumpkin Roll in the amount of \$200 for pumpkins from Seedway test plots.

Ms. Davis made a motion to approve funding to the Hildreth Hill Neighborhood Association in the amount of \$1,000 for the Pumpkin Roll, Movie in the Park, Roller Skating and a \$100 buffer, seconded by Ms. Felde; motion carried unanimously.

### **Approval of Minutes**

Ms. Davis made a motion to approve May and June meeting minutes, seconded by Ms. Price; motion carried unanimously.

### **GRAF and Drumstock Partnership**

Ms. Davis shared that the fundraising committee met a few times, and has formulated an action plan. Ms. Davis has taken over as leader of fundraising efforts. The committee will have one more quick meeting then hit fund raising in earnest very shortly. Chair Talmage shared that he will have a giving update soon. He also shared that there will be dollars and in kind donations made, and will make efforts to track in kind giving as well. Discussion followed.

### **LDC Beautification Upgrades**

Chair Talmage asked that the LDC Board, City Staff, and Advisory Members be on the lookout for beautification opportunities. There are many little things around the city that could use repair and refreshment. Chair Talmage asks the Board to come to August meeting with items that need refreshment so the LDC can put in a bulk plaque/sign order at Halix for plaques. Ms. Davis wondered why the pergola by the lake tunnel is there and if the LDC can refresh it? Discussion followed. Ms. Toner suggested creating an inventory of neighborhood signs, and identify those that need refreshing. Chair Talmage shared making Geneva look nice will make Geneva feel nice.

### **BID Projects and Events**

Ms. Price shared that there is a lot coming up in July including:

First Friday this week, limited openings due to the 4<sup>th</sup> of July holiday

Saturday is PaddleFest at the Lakefront- ADK Genesee Valley Club is helping, the event will be fully accessible

July 12 Art Walk, Ironman weekend. Hoping to draw Ironman family members to this daytime event

Two new planters are in place, now for three planters total near 5 & 20. Two planters were donated by Geneva Community Projects, one fund raised by hanging basket sales.

On the Canals grants coming into effect funding historic bike tours, walking plant tours along the lakefront, and self-guided tours. The BID has been awarded a Habitat Initiative grant encouraging native birds at the lakefront. Corning and HWS will help with grant execution.

### **City Events and Updates**

Ms. Toner shared that July is a busy month.

Firehouse subs is at the Lakefront doing a fundraiser at the Welcome Center, they'll be there through Saturday Ironman staff and volunteers will be in town beginning setup on Monday, the race is on Sunday, July 13 YMCA Summerfest will be held on July 11-12 at the Rec Complex with fireworks on Friday July 11 at 9:45pm The Lakefront Concert Series kicks off on July 9, and will be held every Wednesday through August 198<sup>th</sup> Army Band free concert July 5<sup>th</sup> at 5:30, at the Smith

This Sunday-Thursday the Community Development Society Conference being held at HWS, 200 people will be infusing this town. Taste of Geneva will be held on Monday 5:30-7:00, anchored at the Bozzuto Center which will be open to give conference attendees passports to visit downtown restaurants.

## **Next Neighbors Cares Event**

Tuesday, August 5 – 6:45-8:00 at the Bozzuto Center

### **Introductions**

Caroline Scutt, Finger Lakes Health. Ms. Scutt shared an interest in birding, and participated in the February Great American Backyard Bird Watch. She also shared that Geneva General Hospital's landscaping needs a little love, hasn't been top of list, brainstorming ideas on how to freshen up as neighborhoods are as well. Ms. Price suggested reaching out to Rotary and other neighborhood groups, as they are great for help.

Todd Taylor, Hildreth Hill Neighborhood Association Leader. Mr. Taylor shared that he's interested in Brook Street Park in particular, working with B&G planting wildflowers by tennis court. He shared that the Association started a nursery, and will put redbud trees along creek. Mr. Taylor also shared that the Association has been upkeep 9-11 Memorial at Lakefront, do get some support from the City for that. Some signs need refreshment, and they are working on them. They may also establish a festival in the neighborhood. They are also planning for musical porches next year. The Brook Street Park tennis courts are being resurfaced by City this month. Volunteers are ready to put down mulch and stone dust in the park as well, and they are considering memorial bench near tennis courts.

John Brennan, City Council At Large. Clr. Brennan wondered about the two steel sculptures at the Welcome Center. He noted that Andrew Helman is the artist, and his work needs a descriptive plaque; he recommends working with artist to create context. Clr. Brennan also sits on the Parks Collective, pitching in where he can, nothing that the neighborhood itself needs to be involved for success. He is also encouraging creative and thoughtful paint color schemes for homes and roofs in Geneva, contributing to visitor's experience.

Spike Hertzog, Geneva resident since 1995. Mr. Hertzog shared his work in tourism in Florida, Historic Geneva, and The Library Foundation. Mr. Hertzog is hopeful that some of his background will be helpful in bringing people to Geneva to spend money.

Tracy Dello Stritto, Ontario County Chamber of Commerce. Ms. Dello Stritto applaud diving into small projects making a big difference to people in the community walking down the street. She shared a conversation she had last week with state representatives to support and promote business in Ontario County. She hopes to bring the gathering to Geneva next year; it was held in Canandaigua this year. There will be a mixer at Smith in a few weeks, networking for local businesses.

Ryan Davis, Ontario County – echoes energy for small businesses. Mr. Davis applauded Geneva's ideas for economic development and neighborhood enhancement.

### **County Housing Speaking Event (Ryan Davis)**

Mr. Davis has date range, and will work with Ms. Toner to schedule.

### **Bicycle Repair Station Update**

Chair Talmage will follow up with Chuck on funding and logistics

### **Extend Invitation to Habitat for Humanity**

Chair Talmage will follow up and invite

### **Follow-Up on GCSD Funding Needs**

Chair Talmage will follow up

### **Adjournment:**

Ms. Felde made a motion to adjourn at 1:02pm, seconded by Ms. Hollenbeck; motion carried unanimously.

Next Meeting: August 6, 2025

Respectfully submitted,

*Nicole Tillotson*

Nicole Tillotson  
City Clerk

**Balance Sheet**  
**City of Geneva Local Development Corp**  
As of July 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
Certificate of Deposit	-4,478.59
LDC Checking Account	190,189.99
<b>Total for Bank Accounts</b>	<b>\$185,711.40</b>
Accounts Receivable	
Other Current Assets	
<b>Total for Current Assets</b>	<b>\$185,711.40</b>
Fixed Assets	
Other Assets	
Land and Buildings - Investment	44,567.00
<b>Total for Other Assets</b>	<b>\$44,567.00</b>
<b>Total for Assets</b>	<b>\$230,278.40</b>
<b>Liabilities and Equity</b>	
<b>Liabilities</b>	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0
AP - BID Beautification	2,493.28
<b>Total for Accounts Payable (A/P)</b>	<b>\$2,493.28</b>
<b>Total for Current Liabilities</b>	<b>\$2,493.28</b>
Long-term Liabilities	
<b>Total for Liabilities</b>	<b>\$2,493.28</b>
<b>Equity</b>	
Retained Earnings	260,444.85
Net Income	-32,659.73
<b>Total for Equity</b>	<b>\$227,785.12</b>
<b>Total for Liabilities and Equity</b>	<b>\$230,278.40</b>

**Profit and Loss**  
**City of Geneva Local Development Corp**  
**January 1-July 31, 2025**

DISTRIBUTION ACCOUNT	TOTAL
Income	
Investments	0
Interest-Savings, Short-term CD	33.89
<b>Total for Investments</b>	<b>\$33.89</b>
Other Types of Income	281.38
<b>Total for Income</b>	<b>\$315.27</b>
Cost of Goods Sold	
<b>Gross Profit</b>	<b>\$315.27</b>
Expenses	
Contract Services	0
Accounting Fees	6,950.00
Outside Contract Services	4,025.00
<b>Total for Contract Services</b>	<b>\$10,975.00</b>
Operations	0
Contribution to City of Geneva	10,000.00
Program Expense	12,000.00
<b>Total for Operations</b>	<b>\$22,000.00</b>
<b>Total for Expenses</b>	<b>\$32,975.00</b>
<b>Net Operating Income</b>	<b>-\$32,659.73</b>
Other Income	
Other Expenses	
<b>Net Other Income</b>	<b>0</b>
<b>Net Income</b>	<b>-\$32,659.73</b>



DAY ENVIRONMENTAL, INC.

ENVIRONMENTAL CONSULTANTS  
AN AFFILIATE OF DAY ENGINEERING, P.C.

May 28, 2025

Mr. Jeffrey Cook  
Managing General Partner & CEO  
Cook Properties  
90 Airpark Drive, Suite 400  
Rochester, New York 14624

RE: Proposal for Phase II Environmental Site Assessment  
Middle Street & Hallenbeck Avenue (No street #)  
Geneva, New York

Dear Mr. Cook:

As requested, Day Environmental, Inc. (DAY) is submitting this proposal to Cook Properties (Client) for a Phase II Environmental Site Assessment at the above-referenced property (Site).

## BACKGROUND

DAY completed a Phase I Environmental Site Assessment (Phase I ESA) at the Site, and the Phase I ESA report dated May 22, 2025 (DAY File #6251E-25) identified the following recognized environmental condition (REC):

- Potential for hazardous materials/petroleum impacts to subsurface materials (e.g., soil, soil vapor and/or groundwater) at the Site from the apparent historical uses of the Site and adjoining properties to the south and/or east, including a foundry, blacksmith shop, highway department garages, a greenhouse, etc.

## PURPOSE

The purpose of this Phase II Environmental Site Assessment is to undertake limited subsurface studies and sampling/analytical testing at the Site in order to develop an opinion regarding environmental impacts resulting from the REC identified above. Based on the findings of this work, conclusions and recommendations will be presented to the Client.

## LIMITATIONS

The findings and conclusions presented as part of the proposed scope of work will be based upon an evaluation of a limited number of samples and DAY's interpretation of the data. Conditions between sample locations may vary and, as such, the findings and conclusions presented in the report should be considered as a professional opinion based solely on the scope of work completed by DAY. If additional data becomes available in the future, it may be necessary to re-evaluate the opinions developed by DAY.

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ROCHESTER, NEW YORK 14606  
(585) 454-0210  
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[www.dayenvironmental.com](http://www.dayenvironmental.com)

## **SCOPE OF WORK**

Pursuant to achieving the stated purpose, DAY proposes the following tasks.

### **Task 1.0      Test Borings, Monitoring Well and Soil Vapor Probe Installation**

DAY will retain the services of a subcontractor for up to one day (i.e., eight hours, or less, on the Site) to advance up to six test borings in select locations at the Site using direct-push sampling methods. It is assumed that each test boring will be advanced to a depth up to 12 ft. below ground surface (bgs), into the top of the apparent groundwater observed at the time of drilling and/or equipment refusal, whichever is less. Macrocore samplers will be used to collect soil samples at each test boring location. This proposal assumes that test borings can be advanced without the use of a concrete coring device. If concrete coring is required, the Client would be advised the additional fee required to complete the cutting/coring of concrete.

A DAY representative will screen the Macrocore and associated headspace soil samples in the field with a photoionization detector (PID) and observe the samples for evidence of apparent contamination (e.g., odors, staining, and free product). Other portions of the samples may be retained for subsequent testing by an analytical laboratory. DAY will prepare test boring logs describing pertinent information (e.g., PID measurements, evidence of contamination, lithology, sample moisture, sample depth intervals, boring depths, evidence of water table, etc.).

Upon completion of drilling, this proposal assumes that one of the test borings may be completed as 1-inch diameter PVC monitoring well. It is anticipated that this monitoring well will be installed to a depth up to 12 ft. bgs with a 5-foot screened interval. The borehole annulus will be backfilled with clean filter sand to a depth of at least 1 foot above the top of the well screen. Thereafter the remaining borehole annulus will be backfilled with bentonite.

In addition, this proposal assumes that a soil vapor probe will be installed in one of the test borings. The soil vapor probe will be installed approximately one foot above the top of the groundwater based upon conditions observed in nearby test borings. After reaching the targeted depth, a soil vapor probe (e.g., 6-inch long double woven stainless-steel screen attached to 3/8-inch Teflon lined tubing) will be installed in the borehole. The borehole annulus will be backfilled with clean filter sand to a depth of at least 6 inches above the top of the soil vapor probe. Thereafter the remaining borehole annulus will be backfilled with bentonite.

Protective casings will not be installed above the monitoring well or soil vapor probes. Test borings not completed as monitoring wells or soil vapor probes will be backfilled with drill cuttings and/or bentonite clay chips. No other restoration is included as part of this proposal.

Drill cuttings that exhibit evidence of impact or that cannot be used for backfill will be containerized and left onsite for future characterization and disposal. Disposable investigation derived waste (e.g., macrocore liners, gloves, etc.) will be containerized and disposed of as solid waste. This proposal does not include characterization testing or disposal of the containerized waste materials.

### **Task 2.0      Monitoring Well Development; Groundwater and Soil Vapor and Sampling**

At least 24-hours after installation, the monitoring well will be developed by utilizing either a new dedicated disposable bailer with dedicated cord, and/or a pump and dedicated disposable tubing depending on the field conditions. No fluids will be added to the well during development and well

development equipment will be decontaminated prior to development of the well. Development water will be containerized and left at the Site for future characterization and disposal. This proposal does not include characterization testing or disposal of the containerized development water.

Following development, DAY will evaluate the monitoring well to measure the static water level and for evidence of free-floating product. The monitoring well will be sampled using a dedicated disposable bailer. Portions of the sample will be placed directly into containers provided by an analytical laboratory and other portions of the samples will be used to collect water quality indicator parameters (pH, specific conductivity, and temperature).

A soil vapor sample will be collected using a laboratory-supplied, batch-certified-clean, 1.5-liter or 6-liter Summa canister equipped with a 2-hour regulator. Prior to sample collection, the soil vapor probe will be purged to evacuate approximately three volumes of soil vapor at a purge flow rate not to exceed 0.2 liters per minute. After purging, the soil vapor probe tubing will be connected to a Summa canister equipped with a flow regulator. The vacuum reading displayed on the flow regulator will be recorded at the start of the test and monitored throughout the test.

Following collection, the groundwater sample and Summa canister will be transported under chain-of-custody control to the analytical laboratory for testing. The locations of the test borings, monitoring well and soil vapor probes will be tape-measured in relation to existing site features, or located using a GPS receiver.

### **Task 3.0      Analytical Laboratory Testing**

This proposal assumes that the following samples collected during activities described in Task 1.0 and Task 2.0 will be submitted under chain-of-custody control to a NYSDOH ELAP-certified analytical laboratory for testing:

- Up to one soil vapor sample will be tested for volatile organic compounds (VOC) using United States Environmental Protection Agency (USEPA) Method TO-15.
- Up to two soil and/or groundwater samples will be tested for NYSDEC Commissioner Policy 51 (CP-51)-list and Target Compound List (TCL) VOC using USEPA Method 8260.
- Up to two soil and/or groundwater samples will be tested for CP-51 List semi-volatile organic compounds (SVOC) using USEPA Method 8270.
- Up to three soil and/or groundwater samples will be tested for Resource Conservation and Recovery Act (RCRA)-List metals using USEPA Methods 6010/7471.
- Up to one soil sample will be tested for TCL pesticides using USEPA Method 8082.

The actual number of samples tested and/or the test parameters may vary depending on the conditions encountered. However, the cost of the analytical laboratory testing conducted will not increase without the prior authorization of the Client.

### **Task 4.0      Data Evaluation and Report**

Following receipt of the analytical laboratory test results (anticipated ten business days after the submittal of samples for testing), and evaluation of the data, DAY will prepare a report of findings

describing the work completed and presenting applicable conclusions and recommendations. If constituents are detected by the analytical laboratory, this report will include a table summarizing detected compounds and corresponding applicable guidance values for the constituents detected. In addition, a Site sketch depicting test boring, soil vapor probe and well locations will also be prepared. This proposal assumes that the report will be transmitted electronically to the Client. Hard copies of the report can be provided at an additional cost.

## **COST**

Based upon DAY's current understanding of the level of effort necessary to complete the scope of work outlined herein, the total lump sum cost for DAY to perform Task 1.0 through Task 4.0 is \$8,500.00. Billings for this work will be based upon a lump sum amount in accordance with applicable conditions included in DAY's Standard Terms and Conditions (Attachment A). In the event additional work beyond that described herein is necessary, the Client will be notified.

## **TERMS AND CONDITIONS**

The work outlined herein will be done in accordance with the terms and conditions stated in Attachment A and this proposal for services.

This proposal does not include costs associated with disposal of any contaminated materials (i.e., contaminated soils), nor does it include professional services in relation to developing a remediation plan/program, if required.

This proposal does not include costs to meet or interface with regulatory authorities (e.g., NYSDEC).

Samples of soil, water and other material collected as part of DAY's work will be retained by DAY for a period of 30 days following the submission of DAY's final report. The Client agrees to pay the cost to store samples beyond that date. In the event samples are contaminated and/or require specialized handling/disposal, the Client will be responsible for any additional costs associated with such work.

The Client agrees to indemnify, defend, and hold DAY harmless from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising in connection with the services to be performed by DAY or any of its subcontractors, employees, or agents, which may be caused or result from the Client's failure to notify the owner of the Site and to obtain the owner's concurrence that the Client has retained DAY and that DAY is performing the services contemplated by this agreement. It is expressly understood and agreed that the Client's agreement to indemnify shall survive the termination of this agreement.

In the case where DAY encounters information or a situation as part of these professional services that DAY is required by law to report, the Client acknowledges that DAY can disclose the information or situation to the owner of the Site and appropriate regulatory agencies (i.e., the NYSDEC), and that the Client will not object to or prohibit such disclosure.

DAY, or its subcontractor, will arrange for the underground utility stakeout prior to conducting intrusive studies. In addition, the Client will be responsible for determining the location of connecting lateral lines and private utilities and identifying them to DAY or its subcontractor. DAY or its subcontractor will not assume responsibility for liabilities or costs associated with disturbing or damaging utility lines not properly identified.

#### **ACCEPTANCE**

This proposal may be accepted by signing in the appropriate spaces below and returning one copy to DAY. A retainer of \$4,500.00 will be required prior to the start of work. Issuance of a purchase order subsequent to the submittal of this proposal, in the amount of the cost specified on the proposal and/or otherwise referencing the proposal, implicitly acknowledges acceptance of the proposal and Standard Terms and Conditions included as Attachment A, which shall take precedence over other terms and conditions that may be included and/or referenced in the purchase order. This proposal for services and the Standard Terms and Conditions shall constitute the entire agreement between the parties. This proposal is valid for a period of 30 days from the date of issue.

If there are questions regarding this proposal, please contact this office.

Very truly yours,  
Day Environmental, Inc.



Raymond L. Kampff  
Principal

Attachments: Attachment A - Standard Terms and Conditions

\* \* \* \* \*

#### **ACCEPTED:**

**Authorized Representative of Cook Properties**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**Standard Terms and Conditions**

These terms are hereby incorporated into and made a part of the agreement (hereinafter "Agreement") between the Client and Day Environmental, Inc. (hereinafter "DAY").

**I. Fees for Consulting Services**

The fees for consulting services will be established by proposal. Hourly rates for staff personnel will be the current published rates.

**II. Reimbursable Expenses**

Job-related non-salary expenses will be billed at the current published rate, or at DAY's cost plus fifteen percent (15%) professional service fee. Fees for pre-trial conferences, hearings, depositions and expert witness testimony will be billed at one and one-half (1.5) times current published hourly rates.

**III. Services of Others**

On occasion, DAY engages the specialized services and expertise of consultants, contractors, or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with the Client's approval. The Client has the option of retaining such consultants directly; if retained by DAY, the cost of such services, plus a fifteen percent (15%) professional service fee, will be included in DAY's invoice.

**IV. On-Site Services During Project Activities**

Should DAY's services be provided on the job site during project activities, clean-up or other site tasks, it is understood that, in accordance with generally accepted practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours.

Any monitoring of the contractor's performance conducted by DAY is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the site.

It is further understood that field services provided by DAY will not relieve the contractor of its responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications.

## **V. Estimated Cost**

DAY's estimated cost and proposed schedule are based on its best professional judgment of the requirements known at the time of the proposal. Successful completion within estimated cost and schedule limits can be influenced by changes in the scope of services and schedule as dictated by the Client's needs and by presently unforeseen circumstances. DAY will notify the Client in advance if schedule or cost is expected to exceed the estimate. In such event, the Client may wish to (A) authorize additional funds to complete the services as originally defined, (B) redefine the scope of services in order to fit the remaining funds, or (C) request that services be stopped at a specific expenditure level.

## **VI. Force Majeure**

If DAY is delayed at any time in the progress of its services by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond DAY's control, then the estimated time schedule for DAY's services shall be extended for such reasonable time as mutually agreed.

## **VII. Samples**

All samples of soil, groundwater, waste, or other materials collected will be disposed of 30 days after submission of DAY's report unless the Client makes arrangements, or unless applicable law requires their retention. DAY will either (1) dispose of such samples by contract with a qualified waste disposal vendor; or (2) will ship such samples to a location selected by the Client for final disposal. The Client agrees to pay all costs associated with the storage, transport, and disposal of samples, and to indemnify DAY for any liability arising therefrom. In the event any samples must be stored by DAY for a period in excess of 30 days after submission of DAY's report, the Client agrees to pay a reasonable additional fee for storage.

## **VIII. Invoices**

Invoices will be submitted on a periodic basis for the services provided by DAY. Payment will be due within 30 days of invoice date. Timeliness of payment is a material part of the consideration for DAY providing services under this agreement. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. DAY may, after giving seven (7) days written notice, suspend services under any agreement, without liability, until all past due accounts, including accrued interest, have been paid. In the event DAY engages counsel to enforce overdue payments, the Client will reimburse DAY for all reasonable attorneys' fees and court costs.

## **IX. Ownership of Documents**

A copy of all reports, field data and notes, laboratory test data, calculations, estimates, and other documents which DAY prepares as instruments of service shall remain DAY's property. The Client agrees that all originals and copies of all reports and other work DAY furnishes the Client or the Client's agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

Reports and other materials resulting from DAY's efforts on this project or site are not intended or represented to be suitable for reuse by the Client or others on extensions or modification of this project or for any other projects or sites. Reuse of reports or other materials by the Client or others on extensions or modifications of this project or on other sites without DAY's written permission or adaptation for the specific purpose intended shall be at the user's sole risk, without liability on DAY's part, and the Client agrees to indemnify and hold DAY harmless from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse. Any reuse or adaptation of the instruments of service occurring with DAY's permission shall entitle DAY to further compensation in amounts to be agreed upon.

DAY will retain all pertinent records relating to the services performed for a period of three years following submission of DAY's report, during which period the records will be made available to the Client at all reasonable times.

## **X. Confidentiality**

DAY will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. DAY will not disclose such information without the Client's consent except to the extent required for (1) performance of services under this Agreement, (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any statute, regulation, court order or governmental directive; and/or (4) protection of DAY against claims or liabilities arising from the performance of services under this Agreement. DAY's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

## **XI. Insurance**

DAY maintains insurance coverage against risks of exposure for Worker's Compensation, Comprehensive General Liability (bodily injury and property damage), Professional Liability (errors and omissions), and Pollution Liability. DAY will furnish information and certificates at the Client's request. DAY will not be responsible for any loss, damage or liability beyond the amounts, limits, exclusions, and conditions of such insurance. Also, this insurance provision is subject to and limited by the provision agreed to by the Client and DAY in Section XVII, "Limitation of Liability" of this Agreement.

DAY will not be responsible for any loss, damage or liability arising from the Client's negligent acts, errors and omissions, and those by the Client's staff, consultants, contractors and agents or from those of any person for whose conduct DAY is not legally responsible.

## **XII. Standard of Care**

In accepting this Agreement for consulting services, the Client acknowledges the inherent risk associated with oil, hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions, as well as with construction. In performing DAY's professional services, DAY will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. DAY makes no express or implied warranty beyond DAY's commitment to conform to this standard.

## **XIII. Consequential Damages**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor DAY, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or the consulting services that are provided. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and DAY shall require similar waivers of consequential damages protecting the entities or persons named herein in contracts and subcontracts with others involved with the project or the consulting services that are provided.

## **XIV. Hazardous Materials**

DAY has not created or contributed to the creation or existence of any type of hazardous or toxic waste, material, substance, chemical or any other type of environmental hazard or pollution, at the Client's premises or in connection with the project of the Client with respect to which DAY is being engaged to provide professional services. The compensation to be paid to DAY for professional services rendered hereunder is in no way commensurate with, and has not been calculated by reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. It is further understood and agreed that, in seeking DAY's consulting services under this Agreement, the Client is requesting DAY to undertake potentially uninsurable obligations for the Client's benefit which may involve the presence or potential presence of hazardous wastes and substances. For these reasons, therefore, DAY shall not be liable for the existence of any hazardous materials nor any injury or loss which may be caused by the exposure of persons or property to such substances or conditions.

## **XV. Indemnification by Client**

Client agrees to hold harmless, indemnify, and defend DAY, its principals, officers, employees, affiliates, subsidiaries and subcontractors, from and against reasonable claims, losses, damages, liability, lawsuits, judgments, fines, penalties, forfeitures, costs, including but not limited to court costs and costs of defense, incurred by DAY or to which DAY may be subject in any civil or criminal action, claim, investigation or proceeding, by reason of, arising out of, or relating in any way to any actual or alleged personal injury, or property damage, suffered, directly or indirectly by any person or company, including the Client, its officers, principals, and employees, or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, the management, clean-up and/or disposal of any type of hazardous or toxic waste, material, chemical or substance, or any other environmental hazard or pollution, or the exposure of any person or property thereto, in connection with the project of the Client with respect to which DAY has been engaged to provide services under this Agreement, excepting only such liability as may arise out of, and be attributable to, DAY's negligence in the performance of services under this agreement.

## **XVI. Indemnification by DAY**

To the fullest extent permitted by law, DAY shall indemnify and hold harmless Client, and Client's officers and employees from reasonable claims, costs, losses, and damages arising out of DAY's services, provided that any such claim, cost, or loss is attributable to bodily injury or damage of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of DAY, DAY's officers and employees, or those for whom DAY is legally liable. This indemnification provision is subject to and limited by the provision agreed to by the Client and DAY in Section XVII, "Limitation of Liability" of this Agreement.

## **XVII. Limitation of Liability**

In order for DAY to provide its professional services for the fee provided herein, and to minimize the Client's costs of risk funding, it is agreed that, for any damage or cost, including attorneys' fees and expert witness costs, resulting from DAY's negligence, errors or omissions, the professional liability of DAY to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000, or DAY's fee for consulting services as computed from Section I through Section III of this Schedule, whichever is greater; provided, however, that in no case shall DAY be required to pay an amount disproportional to its culpability, or any share of any amount levied to recognize more than actual economic damages.

## **XVIII. Client Disclosure**

The Client warrants that, if the Client has any reason to assume or suspect that hazardous or regulated materials or substances may exist at the project site, that the Client has so informed DAY. The Client also warrants that the Client has done its best to inform DAY of such known or suspected hazardous or regulated materials' or substances' type, quantity and location.

**XIX. Subsurface Investigations [Note: This provision shall be applicable to all agreements for work which includes or may include subsurface investigations.]**

Based on the site information, DAY will take reasonable precautions to avoid any cross contamination on the site. However, subsurface investigations may result in unavoidable contamination of certain subsurface areas. Because no reasonable precautions can eliminate totally the risk of such an occurrence, and because subsurface investigation is a necessary aspect of the work which DAY will perform on the Client's behalf, the Client waives any claim against DAY and agrees to indemnify and hold DAY harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by the subsurface investigation. The Client further agrees to compensate DAY for any time spent or expenses incurred by DAY in defense of any such claim, in accordance with DAY's prevailing fee schedule and expense reimbursement policy.

**XX. Licensed Professional Engineering Services**

If licensed professional engineering services are required, including without limitation the signing and sealing of reports, Day Engineering, P.C. (an affiliate of Day Environmental, Inc.) will perform such work on behalf of the Client. All licensed professional engineering services or certifications to be provided under this Agreement shall contain the signature and seal of the licensed professional engineer who prepared them or performed a review of them.



**RE: [EXTERNAL] - Re: Cook Properties and Hallenbeck/Middle Rd**

**From** Scott Mulcahy <smulcahy@cookproperties.com>

**Date** Wed 7/30/2025 1:35 PM

**To** Talmage, Craig <TALMAGE@hws.edu>

1 attachment (312 KB)

DAY Proposal for Phase II ESA - Middle St & Hallenbeck Ave, Geneva, NY - 2025-05-28.pdf;

Craig, thank you for tanking the time to speak with me earlier today. To recap our conversation, I will summarize the situation in a few bullet points.

- Cook Properties is the largest owner/operator of manufactured housing communities in NYS
- We currently own and manage 104 parks in NYS and have over 7,000 lots and service approximately 15,000 residents
- As we are very passionate about affordable/attainable housing, we have been meeting with various municipalities on the concept of urban infill with a manufactured housing product
- We recently submitted a response to the City of Rochester on an RFP they issued to engage in urban infill in the City
- Similarly, we have been working with the City of Geneva and have purchased a lot that we will subdivide into 4 lots on the corner of Hallenbeck Avenue and Middle Road
- As we are doing this on an unsubsidized basis, we have to be very careful about our cost structure as we are expecting to sell these homes in the \$140,000 range and are hoping to make \$15,000 per home
- During our due diligence process we came across two issues that individually could be deal killers. The first is the requirement to put in sidewalks and the second is the need to perform a Phase II environmental assessment.
- I do not know exactly what the sidewalks would cost but I would estimate that to fall in the \$5,000 per home range. The quote for the phase II is attached and that is \$8,500.
- We are asking for assistance from the City and/or LDC to pay for these items.

I hope this captures the issue but if you need additional information, please do not hesitate to reach out. Very much appreciated.

Scott

Best regards,

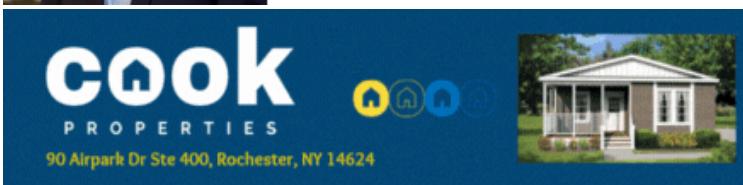


**Scott Mulcahy**

Chief Financial Officer

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This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify us immediately and delete the message from your system.

**From:** Talmage, Craig <TALMAGE@hws.edu>

**Sent:** Wednesday, July 30, 2025 10:31 AM

**To:** Scott Mulcahy <smulcahy@cookproperties.com>