

May 18, 2026

Katelin Olson, Town Supervisor
Town of Ulysses
10 Elm Street
Ulysses, NY 14886

Re: Proposal for Professional Services

**Town of Ulysses – 2026 Smart Growth Comprehensive Planning Program Grant Application
for Zoning Code Update**

Dear Supervisor Olson,

MRB Group is pleased to present our proposal for assistance in preparing a submission for the Smart Growth Comprehensive Planning Program (the “Program”) through the Department of State (the “Department”) for the Town of Ulysses.

I. Background/Understanding

Beginning in 2024, MRB Group worked with the Town to undertake a comprehensive update to the Town of Ulysses Comprehensive Plan. These efforts resulted in the *Town of Ulysses Comprehensive Plan 2045*, which outlines Ulysses’ vision for the next 20 years and will serve as the guiding policy framework for future Town activities. It is a primary goal of the updated comprehensive plan to revise the Town’s Zoning and Development Ordinances and Zoning Map to align with the Comprehensive Plan’s land use and development recommendations.

To revise these ordinances, the Town would like to apply for funding through the New York State Department of State’s Smart Growth Community Planning Program. This program offers funding for the preparation of a new or updated comprehensive plan or new or updated zoning regulations that are informed by and integrate Smart Growth principles. The Program is offered through the New York State Consolidated Funding Application (CFA) process with an anticipated due date of July 31st, 2026. As the guidance for the program has not been released, this proposal is based on the 2025 guidance. Should the program have significant changes, this proposal is subject to change.

II. Scope of Services and Compensation

MRB Group will assist the Town of Ulysses with the submission of a Smart Growth application for the preparation or adoption of updated community-wide zoning regulations. MRB Group will prepare the required documents and responses to the project-specific questions for submission through the CFA portal. We will work with designated Town representatives to undertake the following tasks, resulting in a final application for submittal.

- A. Update and outline a clear project strategy, narrative, and work plan.
- B. Update organizational capacity, objectives, tasks, and performance measures with Town-provided details.
- C. Work alongside the Town to craft a budget and budget narrative.
- D. Describe long-term benefits and plans for continued support.
- E. Ensure the Project’s adherence to Smart Growth principles.
- F. Coordinate the receipt of letters of support.
- G. Upload all eligibility documents and obtain necessary applicant signatures.
- H. Incorporate all other necessary documents and information into the CFA portal for submission.

Total Compensation..... \$6,500.00

The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

III. Commencement of Work

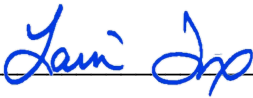
Upon receipt of the signed proposal, MRB Group will begin work on the grant application process. The anticipated due date for the Program application is July 31, 2026. We would respectfully request that our proposal be authorized no later than May 31, 2026, so that we have sufficient time to prepare the application.

IV. Professional Services Agreement

Attached hereto and made part of this Agreement are MRB Group's Professional Services Agreement.

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

Sincerely,



Laurie Fox
Grant Manager



Matthew McKenna
Project Manager III

Proposal Accepted By:

Signature

Title

Date

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Ulysses, Town of/2026 SGCP Zoning Grant Application/T. Ulysses 2026 SGCP Zoning Grant - Proposal.docx>

MRB GROUP ENGINEERING, ARCHITECTURE & SURVEYING, D.P.C.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is between MRB Group Engineering, Architecture & Surveying, D.P.C. ("MRB Group") and Client (as defined in the Proposal) ("Client") (MRB Group and Client together are defined as "Parties" and each, a "Party"). MRB Group shall provide Client with services set forth in the Proposal (the "Services") under the terms set forth herein.

1. CLIENT RESPONSIBILITIES

- a. Project Information.** Client will provide MRB Group all information required to perform the Services, including but not limited to requirements, design objectives and constraints, design and construction standards, budgetary limitations, data, reports, surveys, instructions, and any other information pertinent to the Services and/or project, as applicable. Client represents and warrants that it will provide MRB Group with any information known to or suspected by Client regarding the existence or possible existence of any hazardous materials or pollutants.
- b. Right of Entry.** Client shall provide right of entry for MRB Group, its employees, subconsultants, and agents, and all necessary equipment to complete work. MRB Group will take reasonable precautions to minimize damage to property. Client understands that in the normal course of work some damage may occur, and the repair, restoration or remediation are not part of this Agreement.
- c. Ownership of Property.** Client represents that it owns the property upon which the Services will be provided.

2. MRB GROUP SERVICES

- a. Scope of Services and Standard of Care.** MRB Group's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The standard of care for all professional engineering and architectural related Services performed or furnished by MRB Group under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MRB Group makes no warranties, express or implied, under this Agreement, the Proposal or otherwise, in connection with any Services performed for or furnished by MRB Group. MRB Group shall not be required to sign any document that would result in MRB Group having to certify, guarantee or warrant conditions whose existence MRB Group cannot ascertain within the scope of Services. Client agrees not to make any dispute with MRB Group, including invoice disputes, in any way contingent upon MRB Group signing any such document.
- b. Compliance with Law.** MRB Group will comply with laws, codes and standards applicable to the project and the Services as of the effective date of this Agreement or the issuance of Documents, whichever is later.
- c. Opinions of Probable Construction Cost.** MRB Group's opinions of probable construction cost (if any) are to be made on the basis of MRB Group's experience, qualifications, and general familiarity with the construction industry. While MRB Group will use diligence in preparing such costs, it has no control over the cost of labor, materials, equipment, or services furnished by others, contractors' methods of determining prices, or competitive bidding or market conditions. MRB Group cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from

opinions of probable construction costs prepared by MRB Group. If Client requires greater assistance as to probable construction costs, Client agrees to obtain an independent cost estimate.

- d. Opinions of Total Project Costs.** The Services, if any, of MRB Group with respect to total project costs will be limited to assisting Client in tabulating the various categories provided by Client that comprise total project costs. MRB Group assumes no responsibility for the accuracy or completeness of any opinions of total project costs.
- e. Subcontracting.** MRB Group may retain subcontractors or subconsultants as MRB Group deems necessary to assist in the performance of the Services.

3. INVOICES AND PAYMENT

Client will pay MRB Group for Services relating to the period during which Services are performed in accordance with the fees and estimates set forth in the Proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the Proposal. All invoices are due within thirty (30) days of receipt. Any invoice remaining unpaid after thirty (30) days will bear interest from such date at 1.5 percent per month or at the maximum rate permitted by law, if less. If Client fails to pay any invoice when due, MRB Group may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to suspend or terminate performance of Services upon ten (10) days' prior written notice to Client. Client agrees to promptly advise MRB Group in writing of any good faith disputed amounts included in an invoice, but in no event later than the invoice due date. Client must pay all undisputed amounts in accordance with this Agreement. MRB Group reserves the right to withhold stamped drawings produced for any phase of a project under the terms of this Agreement until all invoices billed up until such point have been paid in full.

4. ELECTRONIC TRANSMITTALS

When transmitting Documents (as defined below) electronically, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the Documents resulting from the receiving Party's use of software applications, operating systems, or computer hardware differing from those used in the drafting or transmittal of the electronic Documents.

5. TERMINATION

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with this Agreement or applicable Proposal through no fault of the other Party that is not cured within thirty (30) days of receipt of notice. If this Agreement is so terminated, within fifteen (15) days of such termination, Client shall pay MRB Group for all Services rendered through the date of termination and all reimbursable expenses.

6. LIABILITY; INDEMNITY

a. Limitation of Liability. Except due to MRB Group's gross negligence or willful misconduct, in no event shall MRB Group's aggregate liability arising out of or relating to this Agreement, any attachment or Proposal exceed the fees paid for such affected Proposal. In no event shall MRB Group be liable under this Agreement, any attachment or Proposal to Client or any third party for consequential, indirect, special, exemplary, punitive, or enhanced damages arising out of, relating to or in connection with this Agreement, any attachment or Proposal regardless of (a) whether such damages were foreseeable, (b) whether or not such party was advised of the possibility of such damages and (c) the legal and equitable theory (contract, tort or otherwise) upon which the claim is based. MRB Group is neither responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work, nor for any contractor's failure to execute the work in accordance with the Documents.

b. Indemnity. Client agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, resulting from Client's acts or omissions under this Agreement or a Proposal.

7. OWNERSHIP OF DOCUMENTS; RECORDS RETENTION

a. Ownership. All drawings, specifications, data, reports and other documents and/or deliverables prepared by MRB Group ("Documents") are instruments of service. MRB Group retains all common law, statutory and intellectual property rights (including copyrights) to all Documents. Client may make and retain copies of Documents for information and reference for use with the applicable project. MRB Group grants Client a license to use the Documents on the applicable project only. Any reuse or modification of the Documents shall be permitted only with the express prior written consent of MRB Group. Proper credit shall be given to MRB Group wherever the Documents, or portions thereof, are reproduced. Any other reuse or modifications are at Client's risk and full legal responsibility. Client agrees to indemnify and hold harmless MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants from all claims, damages, liabilities and costs, including attorneys' fees, arising out of or resulting from any reuse or modification of the Documents without the prior written consent of MRB Group.

b. Records Retention. MRB Group shall maintain on file a legible form, for a period of six (6) years following completion or termination of its Services, or such other period as required by applicable law, all relevant documents related to MRB Group's Services or pertinent to MRB Group's performance under this Agreement. Upon Client's written request, MRB Group shall provide Client with a copy of any such item, at cost, during such time period.

8. INSURANCE

MRB Group maintains insurance at its expense that is customary and reasonable for the Services to be provided herein. MRB Group agrees to provide a Certificate of Insurance to Client reflecting such coverage. Client agrees to maintain all applicable insurance in the forms of property, casualty and liability insurance coverage required for the project, and agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, arising as a result of a personal

injury, death, or property damage occurring at the project site, or in areas otherwise under the control of Client.

9. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group is not responsible for nor do the fees in the Proposal include fees or payments required by jurisdictional agencies. Client agrees to pay all application, entrance, recording and/or service fees required by said agencies.

10.FORCE MAJEURE. Neither Party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is actual, inadvisable and/or commercially impractical due to any cause beyond such Party's reasonable control, whether foreseeable or unforeseeable (a "Force Majeure Event"). The Party affected by the Force Majeure Event must give notice to the other Party of such event. During the Force Majeure Event, the Parties will negotiate changes to this Agreement in good faith to address the Force Majeure Event in a fair and equitable manner and will extend any timelines for completion by a period of time reasonably necessary to overcome the effects of the Force Majeure Event. The impacted Party shall not be liable for any loss, costs or damages resulting from such delay or failure to perform its obligations under this Agreement.

11.PUBLICITY

MRB Group has the right to photograph the project associated with the Services and to use the photos taken by MRB Group, Client and/or professional photographers in the promotion of its professional practice through advertising, social media, public relations, proposals, presentations, brochures or other marketing materials in any form of media. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility/site, as applicable. Client also agrees to cite the name of MRB Group in all publicity, presentations and public relations activities that mention the name of the facility, site, project, and the like and to be a reference for MRB Group.

12.MISCELLANEOUS

a. Independent Contractor. It is understood and acknowledged that the services provided by MRB Group hereunder shall be in the capacity of an independent contractor, and not as an employee or agent of Client, and that MRB Group will neither hold itself out as, nor make claim to be an officer or employee of Client.

b. Binding Effect; Assignment. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.

c. Governing Law; Dispute Resolution. This Agreement shall in all respects be governed by and construed under the laws of the State of New York without regard to conflict of law principles. The Parties agree to resolve all disputes arising out of or relating to this Agreement or the Proposal ("Dispute") in good faith for a period of thirty (30) days from the date of receipt of notice by the non-disputing Party. If the Dispute is not resolved in such thirty (30) day period, the Parties agree to submit any unsettled claims, counterclaims, or the like regarding the Dispute to mediation. The Parties agree to participate in a confidential mediation promptly, in good faith, with a mutually agreed upon mediator, where the cost of the mediation is borne equally by both Parties. If the Parties fail to resolve the Dispute

through negotiations or mediation, then the Parties agree that any claim or dispute arising under this Agreement shall be resolved by a court located in Monroe County, New York.

- d. Entire Agreement.** This Agreement, including all attachments and Proposals, constitutes the complete and exclusive agreement and understanding between the Parties in respect of the matters dealt with herein and supersedes and preempts any prior and contemporaneous understandings, agreements or representations by the parties, written or oral, with respect to the subject matter hereof in any way.
- e. Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party hereto.
- f. Survival.** Subject to the limitations and other provisions of this Agreement, all representations and warranties of a Party, as well as Sections 3, 5, 6, 7, 9, 11 and 12 (the "Surviving Clauses"), shall survive the expiration or termination of this Agreement for a period of six (6) years thereafter (the "Survival Period"). The parties must file any action arising directly or indirectly from the Surviving Clauses (an "Action") no later than the last day of the Survival Period. The parties waive the right to file an Action under any longer statute of limitations. All other provisions of this Agreement shall not survive the expiration or termination of this Agreement.
- g. Notice.** Unless otherwise provided in this Agreement, whenever notice is required to be given by law or this Agreement, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means (with confirmation of receipt), certified or registered mail (in each case, return receipt requested, postage prepaid) or by a guaranteed nationally recognized overnight courier. Notice shall be effective upon receipt by the receiving Party pursuant to the terms herein.

**To: MRB Group Engineering, Architecture & Surveying, D.P.C.
145 Culver Road, Suite 160
Rochester, New York 14620
Attention: Chief Legal Officer**

To Client: (As set forth in the Proposal)

- h. Waiver.** Any waiver by either Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions will neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party so waiving.
- i. Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be unimpaired, and the rights, remedies and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be invalid, illegal or unenforceable, unless to do so would contravene the present valid and legal intent of the Parties.