



Michael Donalty, Town Supervisor
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TOWN BOARD REGULAR MEETING – AGENDA
APRIL 6, 2023 6:30 PM

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

PUBLIC HEARINGS (6:30 PM): Local Law no. 5 of 2023 To Amend The Walworth Town Code
To Address Residential Standby Generators

MINUTES: March 16, 2023 Regular Meeting

PRESENTATIONS:

Kevin Rooney, Wayne County Highway Department

Kathy Saville, NYCLASS

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

Receiver of Taxes Monthly Report

RESOLUTIONS:

- Resolution -23:** Authorization for the Town Supervisor to sign the Professional Services Agreement For Engineering Services And Software Development with Integrated Systems at a cost of \$8500 for 100 hours of service
- Resolution -23:** Authorization for Labella Associates, P.C., to solicit bids for the proposed restroom construction at Ginegaw Park, per the August 22, 2022, work task authorization, at a cost not to exceed \$637,700.00

COMMUNICATION:

- **Animal Control Officer Report for March 2023**

NEW AND OTHER BUSINESS

Policies, Procedures and Employee Handbook Review

Knox Box Installations

(Updated 4/4/2023)

PUBLIC PARTICIPATION

EXECUTIVE SESSION

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

ADJOURNMENT

Tax dollars collected

| | |
|-----------|----------------|
| Principal | \$8,132,133.34 |
| Interest | \$2,519.19 |
| Mail fee | \$30.00 |

Total \$8,134,682.53

Tax dollars disbursed to the town

Total \$ 3,903,593.09 Paid in Full

Total disbursed to the county

beginning balance \$ 3,500,000.00

Ck# 737 \$500,000.00 Wayne County Treasurer

Total \$ 4,000,000.00

Deb Amster
Receiver of Taxes 3/15/23

Analysis of Collections
by transactionDate

DebtMaster
Recovery of Taxes
Page 1 of 2

| Date | Qty | Taxes collected | Interest paid | Penalty paid | Daily total collected | Total overall collections |
|--------------|--------------|---------------------|-----------------|--------------|-----------------------|---------------------------|
| 1/5/23 | 77 | 86,756.84 | 0.00 | 0.00 | 86,756.84 | 86,756.84 |
| 1/8/23 | 172 | 211,418.90 | 0.00 | 0.00 | 211,418.90 | 298,175.74 |
| 1/10/23 | 302 | 366,348.43 | 0.00 | 0.00 | 366,348.43 | 664,524.17 |
| 1/11/23 | 1 | 1,274.72 | 0.00 | 0.00 | 1,274.72 | 665,798.89 |
| 1/12/23 | 216 | 256,023.45 | 0.00 | 0.00 | 256,023.45 | 921,822.34 |
| 1/13/23 | 15 | 5,848.92 | 0.00 | 0.00 | 5,848.92 | 927,671.26 |
| 1/14/23 | 159 | 185,697.68 | 0.00 | 0.00 | 185,697.68 | 1,113,368.94 |
| 1/18/23 | 336 | 302,584.99 | 0.00 | 0.00 | 302,584.99 | 1,415,953.93 |
| 1/19/23 | 187 | 153,613.62 | 0.00 | 0.00 | 153,613.62 | 1,569,567.55 |
| 1/20/23 | 102 | 113,838.82 | 0.00 | 0.00 | 113,838.82 | 1,683,406.37 |
| 1/22/23 | 138 | 146,974.17 | 0.00 | 0.00 | 146,974.17 | 1,830,380.54 |
| 1/26/23 | 587 | 752,811.28 | 0.00 | 0.00 | 752,811.28 | 2,583,191.82 |
| 1/28/23 | 237 | 301,238.64 | 0.00 | 0.00 | 301,238.64 | 2,884,430.46 |
| 1/30/23 | 2,249 | 2,843,979.75 | 0.00 | 0.00 | 2,843,979.75 | 5,728,410.21 |
| 1/31/23 | 591 | 733,226.01 | 0.00 | 0.00 | 733,226.01 | 6,461,636.22 |
| 01.23 | 5,369 | 6,461,636.22 | 0.00 | 0.00 | 6,461,636.22 | 6,461,636.22 |
| 2/2/23 | 439 | 540,674.28 | 0.00 | 0.00 | 540,674.28 | 7,002,310.50 |
| 2/3/23 | 409 | 502,406.67 | 0.00 | 0.00 | 502,406.67 | 7,504,717.17 |
| 2/4/23 | 216 | 233,819.04 | 0.03 | 0.00 | 233,819.07 | 7,738,536.24 |
| 2/7/23 | 89 | 118,987.11 | 0.00 | 0.00 | 118,987.11 | 7,857,523.35 |
| 2/11/23 | 52 | 67,248.42 | 213.62 | 0.00 | 67,462.04 | 7,924,985.39 |
| 2/15/23 | 10 | 6,648.94 | 66.51 | 0.00 | 6,715.45 | 7,931,700.84 |
| 2/17/23 | 14 | 17,925.85 | 179.25 | 0.00 | 18,105.10 | 7,949,805.94 |
| 2/22/23 | 15 | 17,282.86 | 172.85 | 0.00 | 17,455.71 | 7,967,261.65 |
| 2/24/23 | 20 | 38,277.76 | 382.83 | 0.00 | 38,660.59 | 8,005,922.24 |
| 2/27/23 | 5 | 5,078.04 | 50.78 | 0.00 | 5,128.82 | 8,011,051.06 |
| 02.23 | 1,269 | 1,548,348.97 | 1,065.87 | 0.00 | 1,549,414.84 | 8,011,051.06 |
| 3/1/23 | 38 | 28,509.82 | 237.05 | 0.00 | 28,746.87 | 8,039,797.93 |
| 3/3/23 | 38 | 43,901.53 | 439.10 | 0.00 | 44,340.63 | 8,084,138.56 |
| 3/6/23 | 12 | 19,145.10 | 165.33 | 0.00 | 19,310.43 | 8,103,448.99 |
| 3/10/23 | 7 | 6,979.00 | 139.58 | 8.00 | 7,126.58 | 8,110,575.57 |
| 3/13/23 | 6 | 4,820.35 | 96.42 | 6.00 | 4,922.77 | 8,115,498.34 |
| 3/15/23 | 13 | 18,792.35 | 375.84 | 16.00 | 19,184.19 | 8,134,682.53 |
| 03.23 | 114 | 122,148.15 | 1,453.32 | 30.00 | 123,631.47 | 8,134,682.53 |

Analysis of Collections
by transactionDate

Deborah
Receiver of Taxes
Page 2 of 2

| Date | Qty | Taxes collected | Interest paid | Penalty paid | Daily total collected | Total overall collections |
|----------------|--------------|---------------------|-----------------|--------------|-----------------------|---------------------------|
| Totals: | 6,752 | 8,132,133.34 | 2,519.19 | 30.00 | 8,134,682.53 | 8,134,682.53 |

RESOLUTION -23: AUTHORIZATION FOR THE TOWN SUPERVISOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES AND SOFTWARE DEVELOPMENT WITH INTEGRATED SYSTEMS AT A COST OF \$8500 FOR 100 HOURS OF SERVICE

Council offered the Resolution and moved its adoption. Seconded by Council to wit:



Professional Services Agreement

The following is a listing of all Professional Services Agreements that Integrated Systems is offering for Engineering Services and Software Development. It includes Network and System troubleshooting, programming, and user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.5 units per hour; those services include Server Implementations, Network Design and Engineering, and at client request. Propagation, other studies and outside supporting material costs can be billed to the PSA at a dollar value cost of the item as it converts in units (e.g., a \$850.00 cost for census data would be billed to the PSA at 10 hours, if a 100-hour contract was purchased). Integrated Systems will not engage in any such costs, without the client's prior consent.

Professional Service Agreement Terms:

Payment in full is due before any project's support is started.
Purchase of Professional Service Agreements are non refundable.

- Client's with PSA receive priority telephone response time over non-PSA clients.
- Banked Limited Time does not expire (average response time less than 1 hour)
- Client's with PSA receive priority on-site response time for troubleshooting & technical support over non-PSA clients.
- Client's with PSA have the option to have updates delivered via modem, mail, or on-site delivery.
- Travel time is billed as straight time
- Weekend/Overtime hours will be billed at 2X regular rate
- Modem/Phone charges are the responsibility of the client and are always billable.
- Engineer's time is billable when:
 - Working on additional updates to programs / integration / research
 - Travel time between office and customer's location
 - Time involved in gathering information for project
 - For support covering overnight staff, lodging, meals billed at \$175.00 per day
 - Extra charges for ground travel, flight costs are billed to the customer.
- Statements of time spent on this contract are available at the Client's Request

LIMITATION OF WARRANTY LIABILITY: The obligation of Integrated Systems under the warranty is limited to the repair or replacement, at Integrated Systems' option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The client's remedies are limited to Integrated Systems' obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in the paragraph below. This warranty extends only to the client. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.** Integrated Systems has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of

marketability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The client assumes all risk for loss or damage to the client equipment and data files except as specified herein. **EXCLUSIVE REMEDY:** Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damage, if any, which may result from failure on the part of Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrence, or consequences therefrom, which the service or system is designed to detect or avert. In the event Integrated Systems should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250 00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligations of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum of \$250 00. If client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense. The client shall bring no suit against Integrated Systems more than one (1) year after the accrual of the cause of action therefore.

The Client agrees that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, it will not actively solicit an Integrated Systems employee as a candidate or possible candidate for any position with the client or potential client, without first obtaining the written permission of Integrated Systems. Due to the difficulty of assessing damages in the event of a breach of this provision, the parties agree that Client will pay Integrated Systems, upon Integrated Systems' written notice to the Client, an amount equal to three times the annual wages of any Integrated Systems employee who is referred by Client in violation of this provision. The Client will also reimburse Integrated Systems for any attorney's fees incurred by Integrated Systems in collecting amounts owed under this provision.

| Contract | Hours | Rate/Hour | Total Cost | Savings |
|----------|-------|-----------|------------|------------|
| None | | \$ 165 00 | | None |
| A | 10 | \$ 105 00 | \$1050 00 | N/A |
| B | 25 | \$ 160 00 | \$ 4000 00 | N/A |
| C | 50 | \$ 95 00 | \$ 4750 00 | N/A |
| D | 100 | \$ 85 00 | \$ 8500 00 | \$ 6000 00 |

Contract Selected: _____

I have read the above terms and conditions of the none contracts. I understand and agree to the above conditions and terms of the contract:

Client: _____
 Address: _____
 Client Signature: _____ Date: _____

Integrated Systems Signature: _____ Date: _____

NOW, THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to sign the Professional Services Agreement For Engineering Services And Software Development with Integrated Systems at a cost of \$8500 for 100 hours of service.

Adopted this 6th day of April, 2023, at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
 Councilman Kelly
 Councilman Harden
 Councilman Johnson
 Supervisor Donalty

Resolution carried/failed.

RESOLUTION -23: AUTHORIZATION FOR LABELLA ASSOCIATES, P.C., TO SOLICIT BIDS FOR THE PROPOSED RESTROOM CONSTRUCTION AT GINEGAW PARK, PER THE AUGUST 22, 2022, WORK TASK AUTHORIZATION, AT A COST NOT TO EXCEED \$637,700.00

Council offered the Resolution and moved its adoption. Seconded by Council to wit:

The following was submitted:



Town of Walworth
Ginegaw Park Restroom
Opinion of Probable Cost - Summary



| RESTROOM BUILDING & PAVILION IMPROVEMENTS | | 790 SF | 575 SF | | Estimate Decrease |
|---|---|----------|------------------|---------------------------|-------------------|
| Item | Description | SF COST | Costs | Comments | |
| 1 | Civil / Site Work & UTILITIES | \$113.00 | \$89,270 | | 27,120 |
| | Stone Lot & Sidewalks | | \$42,144 | Bid Alternate for Parking | 65,056 |
| | Utilities- 4" sanitary, 2" water | | \$60,745 | | 147,655 |
| | SWPPP (Stormwater Pollution Prevention Plan) | | \$0 | | 7,500 |
| 2 | General Construction | \$235.00 | \$185,650 | | 56,400 |
| | Pavilion Improvements: Roof, Siding, Trim, Slab, Soffit | | \$19,507 | | 0 |
| 3 | Mech/Plumbing* | \$70.00 | \$55,300 | | 16,800 |
| 4 | Electrical | \$62.00 | \$48,980 | | 14,880 |
| | Pavilion Improvements: Power & lighting | | \$4,500 | | 3,200 |
| | SF COST for Building only | \$480.00 | | | |
| | Sub Total | | \$506,096 | | 358,611 |
| | Bonds & insurance | 3% | \$15,183 | | 10,758 |
| | O&P | 15% | \$75,914 | | 53,792 |
| | Mobilization/Phase | 2% | \$10,122 | | 7,172 |
| | Total Construction Cost | | \$607,315 | | |
| | Construction Contingency | 5% | \$30,366 | | 73,399 |
| | Total (Rounded) Project Cost | | \$637,700 | | 503,713 |

*\$500 each for tankless water heaters are comparable to a single tank type (\$1500, which includes a recirculation pump).

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes LaBella Associates, P.C., to solicit bids for the proposed restroom construction at Ginegaw Park, per the August 22, 2022, work task authorization, at a cost not to exceed \$637,700.00.

Adopted this 6th day of April, 2023, at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
 Councilman Kelly
 Councilman Harden
 Councilman Johnson
 Supervisor Donalty

Resolution carried/failed.

Date: March 30, 2023

Dog Control Officer's Name: Lea Dill
ANIMAL CONTROL OFFICER REPORT

Calls for the month of: March 2023

| <u>DESCRIPTION</u> | <u># OF CALLS</u> |
|---|-------------------|
| 1) Reported Stray Sighting on the run. (Not found). | <u>2</u> |
| a) Owner reported lost dog. | <u>1</u> |
| b) Owner reported dog returned home. | <u>1</u> |
| 2) DL 18 processed & taken to Shelter. (Strays picked up). | <u>0</u> |
| 3) DL 18 processed with found stray, returned to owner. Owner charged fee for pick-up. | <u>0</u> |
| 4) Complaints (Barking, defecating on neighbor's lawn, off property - off leash). | <u>2</u> |
| 5) Dog Bite Cases. | <u>0</u> |
| 6) Court Appearance tickets issued. | <u>0</u> |
| 7) Follow ups on expired license or no license. | <u>2</u> |
| 8) Other - (Please describe **) | |

** Received a call about 4 dead dogs in tenants' freezer, caller wanted to know if it was legal? I did ask how the dogs died; caller didn't know? The caller did contact the Wayne County Department of Health, and the health department referred me. I advised the caller to call 911.