

MINUTES
TOWN OF WARSAW
MAY 12, 2021

Supervisor Rebecca Ryan calls the meeting to order at 6:00 p.m. at the Warsaw Town Office located at 83 center Street Warsaw, NY 14569 at which time and place the following were:

PRESENT:

Supervisor:	Rebecca Ryan
Councilman:	Kevin Zeches
Councilwoman:	Shani Jones
Councilman:	Chris Lonneville
Councilman:	Dave Mateer

ALSO, PRESENT:

Town Clerk:	Cathy Smith
Highway Super:	Jeff Royce
Zoning Officer:	Bob Martin
Town Attorney:	Dave DiMatteo

ABSENT: Town Historian: Sally Smith

GUEST: George & Swede: Zach Shadbolt

Pledge of Allegiance

Zach Shadbolt of George and Swede was present to discuss the possibility of purchasing a Hyundai loader. Currently the Town owns a 2002 Badger. There are a couple models available. One has a tilting ditching bucket and the other has a tilting bucket. The first unit will cost \$175,726 after trade in. Trade value is \$6,000. There is a 3-year, 3,000-hour warranty. Pike, Orangeville and Attica have the same machine.

The loader can be purchased on the NCL state bid with 3, 5 or 7 years to pay off at 3.97% with no penalty on prepayment. Supervisor Ryan asked if delivery time would be pushed back. Mr.

Shadbolt said that it would be. Chris Lonneville adds that the Town has a need and suggested looking outside of George & Swede.

Library events were given by Shani Jones. The reading Club starts in July. Attorney DiMatteo handed out a "Draft" Clerk of the Works to be reviewed by Scott Bova and Jerry Jones.

Attorney DiMatteo handed out SEQR Resolution noting that the project had no environmental significance and was a type 2 action as all renovations are on the inside. A motion was made by Shani Jones and seconded by Dave Mateer to adopt the Resolution "Public Library Improvement Project SEQR for Determination of Environmental Significance. Carried: AIF
ROLL CALL: 5 Ayes-Rebecca Ryan, Kevin Zeches, Shani Jones, Chris Lonneville and Dave Mateer.

TOWN OF WARSAW
PUBLIC LIBRARY IMPROVEMENT PROJECT

SEQR RESOLUTION
DETERMINATION OF ENVIRONMENTAL SIGNIFICANCE

WHEREAS, the Town of Warsaw Town Board (hereinafter referred to as Town Board) is considering the above referenced Town of Warsaw Road Public Library Improvement Project; and

NOW, THEREFORE, BE IT RESOLVED THAT, the Town Board does hereby classify the above referenced Action to be a Type II Action under Section 617.5 (c) of the State Environmental Quality Review (SEQR) Regulations; and

BE IT FURTHER RESOLVED THAT, Type II Actions are not subject to further review under Part 617 of the SEQR Regulations; and

BE IT FINALLY RESOLVED THAT, the Town Board in making this classification has satisfied the procedural requirements under SEQR and directs this Resolution to be placed in the file on this Action.

Motion made by Member Shani Jones: Seconded by Member Dave Mateer

Dated: May 12, 2021

The above Resolution was duly adopted on May 12, 2021 by the Town of Warsaw Town Board.


Becky Ryan, Town Supervisor
Town of Warsaw


Cathy Smith, Town Clerk
Town of Warsaw

ROLL CALL: 5 Ayes
Rebecca Ryan, Kevin Zeches, Shani Jones,
Chris Lonneville and Dave Mateer

[SEAL]

MRB Proposal for Professional Services was handed out by Attorney DiMatteo. Chris Lonneville asked that it be acknowledged that \$12,500 has been paid and the balance due is \$63,000. With these changes a motion was made by Shani Jones and seconded by Chis Lonneville to approve the proposal from MRB. Carried: AIF 5-Ayes. Rebecca Ryan, Kevin Zeches, Shani Jones, Dave Mateer.



www.mrbgroup.com

Engineering, Architecture & Surveying, D.P.C.

May 10, 2021

Ms. Becky Ryan, Town Supervisor
Warsaw Public Library
130 N. Main St.
Warsaw, NY 14569

**RE: WARSAW PUBLIC LIBRARY – INTERIOR RENOVATIONS
 PROPOSAL FOR PROFESSIONAL SERVICES**

Dear Ms. Ryan:

MRB Group is pleased to offer this proposal for professional design services related to the interior renovation of the existing Warsaw Public Library at 130 N. Main Street in Warsaw, NY. With acceptance of the concept design previously, as previously prepared by MRB Group, it is our understanding that the Library desires to further develop this project and requests Schematic Design through Construction Administration phase services.

i. Project Background

The approved concept design included multiple areas of interior improvements, including: an in-fill floor area in the last building addition area, a new circulation desk, a new staff office and workstation, a new group study room, relocated computer area and new browsing/seating areas. Other library shelving and collections may also require reconfiguration or relocation.

The following proposal offers Architectural and Structural services to be provided by MRB Group. For Electrical and HVAC distribution services, we will utilize Turner Engineering as a consulting engineer due to their experience with this project type. It is assumed that existing utilities and building systems (HVAC) are adequate and convenient to the affected areas. Construction Documents will be sufficient for public bidding. Bidding Phase and Construction Administration services are also anticipated and offered in this proposal.

Construction Administration services is based upon an anticipated four (4) month construction schedule. Any scope of work not defined below or performed beyond the anticipated schedule can be provided as an additional service for a negotiated fee.



II. Scope of Services and Compensation

Based upon the needs noted above, the following are the anticipated tasks to complete Programming and Conceptual Design services.

A. Schematic Design Phase Services: (Completed)

1. Receive and review the Owner's surveys, drawings, photos, reports, studies, etc. (Completed)
2. Review the existing electrical and mechanical (HVAC) conditions.
3. Prepare schematic-level floor plan layout and building sections for areas related to the floor infill area, group study room, staff office, computer and browsing areas.
4. Prepare main circulation desk design and details.
5. Prepare interior finishes and material options.
6. Prepare a schematic-level opinion of costs.
7. Meet with the Owner to review the schematic design progress and opinion of costs (1 meeting).
8. Revise schematic design plan per Owner comments (1 round).

Schematic Design Sub-total (Lump Sum)..... \$12,500

B. Construction Documentation Phase Services:

1. Develop the Architectural design and details.
2. Develop the Structural design and details.
3. Develop Mechanical and Electrical design and details.
4. Coordination among all disciplines.
5. Provide assistance with furniture procurement.
6. Prepare final construction documents drawings and specifications sufficient for public bidding.
7. Update the preliminary opinion of costs.
8. Prepare a final building code review.

Construction Documents Sub-total (Lump Sum)..... \$35,000



C. Bidding Phase Services:

1. Prepare contract drawings and specifications (electronic version placed on CD disk) for bidding purposes.
2. Assist the Owner with public bidding advertising.
3. Respond to contractors RFI's during bidding. Prepare addendums.
4. Coordinate and attend a pre-bid meeting
5. Attend the bid opening.
7. Prepare a bid review summary.
8. Prepare Notice of Award.

Bidding Phase Sub-total Fee (Lump Sum).....\$7,000

D. Construction Administration Scope of Services:

1. Prepare Notice to Proceed following submission of contractors bonds and insurance.
2. Schedule and coordinate a Pre-Construction meeting.
3. Review and process the following documentation during construction for each contract:
 - a. Product Submittals
 - b. Shop Drawings
 - c. RFI's/Clarifications
 - d. Contractor Schedule
 - e. Pay Applications
 - f. Change Orders Review/Processing
4. Collect and maintain certificates, operation and maintenance manuals and as-builts during the course of construction.
5. Receive and review Notice of Substantial Completion and prepare final punch-list at Substantial Completion.
6. Attend bi-weekly construction progress meetings –assumes a total of 8.
7. Final walk through and Project Closeout.

Total Construction Administration Sub-total Fee (Lump Sum).....\$21,000

Total Lump Sum Fee (Phases A-D).....\$75,500

MRB group

Ms. Becky Ryan, Supervisor
RE: WARSAW PUBLIC LIBRARY
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The cost figures shown above represent our lump sum fee based on the 2020 hourly rates currently in effect. Any additional work beyond this fee and outside the scope of this proposal will be reviewed with the Owner. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period.

III. Additional Services

The following items are not included in the above Basic Services and Compensation, but can be provided at our standard hourly rates, upon the Owner's authorization.

1. If any hazardous materials are encountered, the Owner will administer this work with others.
2. Additional site visits or meetings beyond those outlined above.
3. Part-time or Full-time Construction Observation Services
4. Interior perspective renderings.
5. Detailed cost estimating services.

IV. Standard Terms and Conditions

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

V. Commencement of Work

MRB Group will begin work upon acceptance of this proposal and the Owner's authorization to proceed. We anticipate approximately eight (8) weeks to prepare construction documents sufficient for public bidding, a four (4) week bid phase period and twelve (12) week construction duration.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you again for your interest in our firm. We look forward to continued collaboration with the Library on this worthy project.

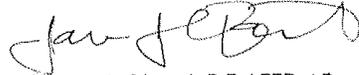
MRB group

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Respectfully Submitted,



Scott Bova, AIA
Director of Architecture



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

PROPOSAL ACCEPTED BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

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

A. TERMINATION

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

B. OWNERSHIP OF DOCUMENTS

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

C. ESTIMATES

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

D. INSURANCE

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

E. INDEPENDENT CONTRACTOR

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



F. SUCCESSORS AND ASSIGNS

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

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

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

H. INVOICES AND PAYMENT

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

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

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

J. P.S.O. NOT AN EMPLOYEE

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

K. INDEMNITY

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

Attorney DiMatteo notes that Calamars permit is about to run out. Currently paying \$3,000 a month. If they were to start the entire process over it would cost \$18,000. The sign should be taken down making it a private drive or add private sign to the existing sign. Attorney DiMatteo

asked about liability protection. A motion was made by Dave Mateer and seconded by Kevin Zeches to make it a private drive. Carried: AIF.

Attorney DiMatteo stated that since they didn't carry through why didn't they lose the PILOT? Supervisor Ryan said the PILOT Agreement is through the IDA.

The Village discovered that the hydrant with the 1" extension now leaks, it should be red flagged as it is not installed properly. Currently it is shut off. Chris Lonneville adds that it is a health and safety issue and needs to be acted on. Bob Martin added that other structures in the area are in peril. Supervisor Ryan will reach out to Shane to see if he can fix it. She questioned who was paying for the water. Attorney DiMatteo answered the Town. Chris Lonneville asked if the light fixture that should have been lowered had been tested.

Attorney DiMatteo will send letters to Scott Nichols and Gary Burley. Attorney DiMatteo handed out for review Local Law Entitled Cannabis Local Law Opting Out of Sales. The Town needs to opt out by December 2021, doing so would need to be done by permissive referendum.

Supervisor Ryan read a letter from Charter Communications. They have connected service to 123 homes. Attorney DiMatteo adds that they have to build 17 houses per mile.

Supervisor Read an email from the American Rescue Plan indicating

A motion was made by Dave Mateer and seconded by Shani Jones to approve the Airport vouchers. Carried: AIF

A motion was made by Shani Jones and seconded by Chris Lonneville to approve the minutes of May 12, 2021. Carried: AIF

A motion was made by Chris Lonneville and seconded by Shani Jones to approve the Monthly Budget report. Carried: AIF

A motion was made by Chris Lonneville and seconded by Dave Mateer to approve the Supervisors report. Carried: AIF. A corrected Supervisors report has been received.

A motion was made by Chris Lonneville and seconded Shani Jones to approve the vouchers minus the Calamar Attorney for \$150. Carried: AIF

A motion was made by Dave Mateer and seconded by Kevin Zeches to approve the Clerk report.

Airport report given by Dave Mateer. No date set to start the new building. Materials and cost are an issue. The south end of the runway has been cleared. There is mold in the club room that needs to be addressed. 2 tenants have left. The Rochester Skydiving Club have been active. On May 01 there will be a radio control swap and on May 30 there will be a fly in breakfast. The runways lights are slowly moving forward.

Zoning report given by Bob Martin. Permits issued for 3 kennels, 1 swimming pool and 1 deck. Trailer Park renewals and inspections will take place next month.

A motion was made by Chris Lonneville and seconded by Dave Mateer to approve Matrix maintenance service agreement in the amount of \$594 to be signed. Price is the same as last year. Carried: AIF

Upstate Door is proposing to add 2 storage units to Commerce Way. Dunkins will open on 07-01-2021. McDonalds in almost done with the renovations. Village Code Enforcement Officer Alyssa Cutcliffe did not attend last night's Planning Board meeting. Board of Assessment Review is June 01, 2021 from 2-4 and 6-8

A motion was made by Shani Jones and seconded by Chris Laneville to sign the Key Power Generator Maintenance Agreement in the amount of \$375 for the Town Hall and \$475 for the lift station. Same price as last year. Carried: AIF

Highway report was given by Jeff Royce. Mr. Royce thanked the Town for the cards and flowers received from his mother's passing. Working on fixing the shoulders and replaced 3 driveway culverts. Getting Mungers Mill Road ready for a fiber mat application. Cleaned up after the Saltvale Road water line break. Traffic Safety Board meeting is June 17th. There has been past and current discussion on the barn located at the corner of Buffalo & Wyoming, can the barn be condemned? Bob Martin will talk to Don Roberts about building maintenance.

Correspondence: Through the Rochester Southern project grants and the Freight Rail Program the deteriorating tracks on Saltvale Road will have the rail replaced 3 miles along the main line. 5 bridges are to be replaced in Wyoming County.

GLOW recycling posters on the poster board.

Supervisor Ryan will send a letter to Koester indicating that the Town did not sign the new agreement with them.

Senator Patrick Gallivan sent a notice that Rte. 20A to Bagg Road will be dedicated to Veterans Dan Murtha and Gerald Ramsey.

Supervisor Ryan added that she will have Attorney DiMatteo write up a MOU with the County IT Department for their computer repair services.

Dave Mateer will put together a notice of the Towns Website being up and running. To advertise in the Country Courier.

A motion was made by Chris Lonneville and seconded by Shani Jones to declare a table and paper holder surplus. Carried: AIF

A motion was made by Dave Mateer and seconded by Shani Jones to adjourn at 8:15 p.m.

