

RESOLUTION #5-2022
MUTUAL AID AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN:
TOWN OF NAPLES
VILLAGE OF NAPLES
TOWN OF HOPEWELL

THIS INTER-MUNICIPAL AGREEMENT (this "Agreement") is made by and between the TOWN AND VILLAGE OF NAPLES both being a municipal corporation of the State of New York, having an offices and place of business at 106 South Main Street Naples, NY 14512 (hereinafter referred to as "Naples") and the TOWN OF HOPEWELL a municipal corporation of the State of New York, having an office and place of business at 2716 County Road 47 Canandaigua, NY 14424 (hereinafter referred to as the "Hopewell"). Naples and Hopewell are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WHEREAS, Pursuant to General Municipal Law 119-o, local governments are authorized to enter into municipal cooperation agreements to share resources in the performance of their respective functions, and

WHEREAS, It has been proposed that Naples and Hopewell within Ontario County enter into a "mutual aid" agreement for Code Enforcement inspections and emergency response.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Purpose The purpose of this Agreement is to allow Naples and Hopewell Code Enforcement Departments to assist one another when **covering vacations, medical leave, and or any emergency requests required to meet temporary demands for the departments**. This mutual aid program shall not be used to establish long term or permanent exchanges or assumption of permanent obligations relating to any function performed by the parties.

2. Mutual Aid Review Committee There shall be a mutual aid review committee consisting of the Naples (Town and Village) and Hopewell Code Enforcement Officials and the Chief Elective Official from each Naples (Town and Village) and Hopewell.

The mutual aid review committee shall meet at least once annually to review the terms of this Agreement and the effectiveness of the mutual aid program during the prior year. The committee shall also plan to periodically notify all parties to this Agreement of additions and withdrawals from the list of participating municipalities.

3. Designation of Coordinators Naples (Town and Village) and Hopewell shall designate one or more coordinators ("Designated Coordinators") who shall be authorized to request or render mutual aid assistance. The Code Enforcement Officials for Naples and Hopewell shall serve as the town's designated coordinators. All coordinators shall request or render mutual aid assistance within the parameters established by their municipality's governing body.

4. Services The parties, by this Agreement, grant unto its respective Code Official and/or its designated coordinator the authority to enter into any shared service arrangements with the other subject to the following terms and conditions:

a. The parties agree to rent, exchange, or borrow from the other all manpower and equipment, which it may need for its purposes as determined by their Designated Coordinator. The value of the materials or supplies borrowed from one another under this Agreement must be returned in the form of similar types and amounts of manpower and equipment or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective Designated Coordinators.

b. The parties agree to provide public fire and safety services to the other. The determination as to whether such services are available shall be made by the assisting party. In the event the Designated Coordinator determines that it will be in its best interests to lend services to the other party, the Designated Coordinator is hereby authorized to lend such services to the other party. The value of such services must be returned by the borrowing party in the form of similar types and amounts of services of equal value, to be determined by the respective Designated Coordinators.

c. The assisting party reserves the right to refuse or withdraw assistance at any time.

d. It is the intention of the parties that no payment shall be made in return for services rendered or equipment provided hereunder. Rather, the consideration running to each party hereunder shall be the availability of such services, equipment, and materials. However, each party shall keep daily logs for such activities for the sole purpose of verifying participation in a mutual aid activity.

e. Employees of the assisting party hereunder shall be deemed to be performing services for the assisting party and shall be paid in accordance with the assisting party's practices.

f. Each party shall remain fully responsible for its own employees, including but not limited to salary, benefits, insurances and workers compensation.

g. Notwithstanding any other provision(s) in this Agreement, there may be occasions where a party wishes to pay for materials, machinery, equipment, or services from another party. the value of such materials, machinery, equipment, or services shall be agreed upon between the Designated Coordinators of the parties and shall be set forth in a written memorandum and properly signed by each party.

h. In the event machinery or equipment being operated or used by an employee of the owning party is damaged or otherwise in need of repair while working for another party, the party owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving, or renting party, such party shall be responsible for such repairs. The lending party shall be liable for any negligent acts resulting from activities of its employee(s), and/or its operation of machinery/equipment by its own operator. The borrowing, receiving or renting party shall be liable for any negligent acts or omissions resulting from activities or omissions of its employee(s), and or its operation of machinery/equipment by its own operator(s) regardless of whether the machinery/equipment is owned by the lending party. In the event any damages arise out of the fault of a 3rd party, the borrowing, receiving, or renting party shall be responsible for repair/replacement and/or provide substitute machinery/equipment.

5. Mutual Defense and Indemnification The parties agree that except for the amount, if any, of damage contributed to, caused by or resulting from the other party, the party shall defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the party or third parties under the direction or control of the party. The duty to defend hereunder shall be triggered immediately upon notice to the party by the other party of the other party's receipt of a Notice of Claim, service of process or other demand or claim.

6. Statutory Compliance All parties shall perform in accordance with all applicable federal, state and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory provisions applicable to this Agreement are hereby incorporated by reference.

7. Amendments No waiver, modification, or amendments of the Agreement or any part thereof shall be valid unless in writing and approved by the parties. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

8. Term This Agreement will commence for five years starting on the date last signed below. At the termination of this Agreement, the parties may extend or renew this Agreement by a writing properly signed by each of the parties for another five-year period. In the event any party desires to terminate the contract before the end of the five-year contract term, thirty (30) days written notice to all parties shall be required.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates written below.

COUNTY (TOWN) VILLAGE, CITY OF HOPWELL
BY William B. Namestnik
Chief Elected Officer

Printed Name WILLIAM B. NAMESTNIK

Date 03/09/22

COUNTY, TOWN, VILLAGE, CITY OF Norfolk
BY Tamara L. Hicks
Chief Elected Officer

Printed Name Tamara L. Hicks

Date 3-16-22

COUNTY, TOWN, VILLAGE, CITY OF NAPLES

BY [Signature]
Chief Elected Officer

Printed Name BRIAN J. Sclenk, Mayor

Date 3-17-2022

COUNTY, Town, VILLAGE, CITY OF Itopewah

BY [Signature]
Code Enforcement Official

Printed Name JUSTIN BRUN

Date 3/8/21

COUNTY, Town, VILLAGE, CITY OF Naples

BY [Signature]
Code Enforcement Official

Printed Name FRANK MUELLER

Date 3/16/22

2/8/22, 12:38 PM

Town of Hopewell Mail - Muni-Link info

From: Shawn Cotter <scotter@townofhopewell.org>
Sent: Tuesday, January 25, 2022 10:09 AM
To: Baker, Scott <sbaker@muni-link.com>
Subject: Re: Muni-Link info

CAUTION: This email originated from **OUTSIDE** the Link email system. If the sender's name looks to be an employee's name, exercise **EXTREME** caution. Contact the Help Desk or your manager if uncertain.

Did you send a projected cost with the packet information?

[Quoted text hidden]

[Quoted text hidden]

 Hopewell, NY CJ.docx
94K



Shawn Cotter <scotter@townofhopewell.org>

Muni-Link info

Baker, Scott <sbaker@muni-link.com>
To: Shawn Cotter <scotter@townofhopewell.org>

Tue, Jan 25, 2022 at 11:52 AM

Here you go Shawn. I know you said your upgrade would be less at 32-3600. I got your one time fee down to \$8,000 and your monthly fee at \$400.00. My argument is why [pay anything to "upgrade" what you don't like? You will just get an upgrade to your existing headaches. If you are going to spend any money, make sure you get more for it.

Remember, Muni-Link is more than just a billing program. We have disaster recovery, auto data back up and data protection all built into our fees. Also, we upgrade more in a year than you have ever seen in BAS lifetime...at no additional cost. You will never get a call from me saying we need another \$3600 for you to move to the latest version of our software.

Yes, we will cost more than an upgrade, but we are a lot cheaper than most other products on the market with more return on your investment...and a much, much better product.

If you have any questions, let me know. I would love to bring on another New York customer. I just won the sewer business with Ontario County, and the City of Canandaigua is a long time customer!!

Best Regards,

Scott A Baker

Senior Municipal Software Specialist, Senior Team Player | Link Computer Corporation |

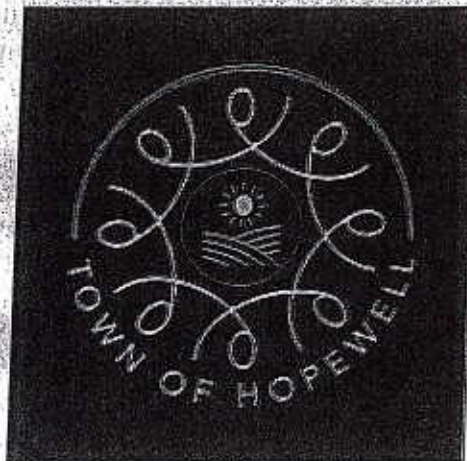
tel. 1.814.742.7700 x417, cell 1.814.312.2413 | www.muni-link.com



MUNI-LINK

Powered by Link Computer Corporation

Water Billing Cost Comparison and Justification Analysis



2/8/2022

Prepared by:

Scott Baker

(814) 312-2413

sbaker@muni-link.com

Muni-Link

Thank you for your interest in the Muni-Link Utility Billing/Customer Information System, the most comprehensive and productive utility billing solution/customer information system for utility providers. We are pleased to provide you with the cost justification information outlined below.

First we will document the Muni-Link subscription pricing and then take a look at how this compares to a packaged solution. Muni-Link is unique in several ways when being compared to an off-the-shelf solution, so please keep the following in mind:

- Muni-Link is a subscription model
- ALL maintenance, updates and upgrades to the Billing Module are included
- Our commitment is to continue adding new functionality to Muni-Link
- Muni-Link includes unlimited users & unlimited user support

Muni-Link Price:

Muni-Link is priced as a monthly subscription fee plus a small upfront cost for Data Import, Training and Implementation. These fees are based on how many Accounts are being serviced by your Utility.

Muni-Link Data Import, Implementation & Training (DCI) cost: \$8,000

- This is a one-time cost for Data Import, Training and Implementation
- This includes import of 3 years of historical data

Muni-Link Monthly fee: \$400, or 43 cents per account

- This is based on servicing 325 Accounts

Muni-Link Savings:

Muni-Link is not just a billing program. We provide several services within the program that the old "packaged deals" don't or can't include, therefore having you pay outside vendors for these services. Some of these include:

- Disaster Recovery
- Auto Data Backup(Live to the keystroke)
- Unlimited support
- Billing upgrades
- Data Protection
- Notifications System

1. Savings When Customers Switch to E-Billing:

E-Billing is a feature of Muni-Link that has many advantages. Most importantly, E-Billing allows your customers to view, print, and pay their bills on-line, saving your staff time and money. In addition, E-Billing should cut down on the amount of time your staff has to answer basic questions about a customer account, as most of these questions can be answered by a customer looking at their account via Muni-Link's built-in customer portal.

E-Billing will also save you money. Each time a customer signs up for E-Billing, you save the entire postage cost, as well as the cost of the forms, ink and labor. E-Billing adoption rates for municipal customers are documented at 20%, however we have seen even higher rates than 20% once Muni-Link is installed and customers see how much information they have access to via their secure internet connection to our solution. Please see below for more information and a breakdown of these savings:

# of Mail pieces per Billing Run:	825	Total # of customers
Billing Frequency (per year):	4	How often you send to each customer
Estimated E-Bill Adoption Rate:	15%	Conservative E-Bill Adoption rate
Estimated E-Bill customers:	124	E-Bill Adoption rate times # of customers
Total forms, postage, etc. cost:	\$0.65	Estimated Postal Savings
Projected Monthly Savings:	\$27	Estimated E-Billing savings per month

Note: Traditionally, we get 10-15% adoption to start. We will help you target your appropriate customer base, and market to them! You will save an additional \$27 for every 5%!

Note: E-Billing adoption rates will be higher than 15% over a 5-year period

2. Postage savings through CASS Certification:

Muni-Link has built-in CASS certification, allowing you to benefit from bulk-mailing rates. Our experience has shown savings of as much as 5 cents per mail piece per mailing through CASS certification. Below is a breakdown of these savings:

# of Mail Pieces per Billing Run:	825	Total # of customers
Billing Frequency (per year):	4	How often you send to each customer
Current Postage per piece:	0.3	Current Postal Rate
Estimated postage per piece w/CASS:	0.25	Estimated Postal Rate after CASS
Estimated postage savings per piece w/CASS:	0.05	Estimated Postal Savings
Estimated postage savings per year:	\$165	Estimated Postal Savings per year
Monthly savings for comparison:	\$14	Estimated Postal Savings per month

This CASS certification is done 2X per year for you. The average savings, in addition to your bulk rate, is 5 cents per piece.

"Traditional Package Cost Comparative":

This is an excerpt from an actual bid sheet from another package. I use these numbers to compare the Muni-Link SAAS monthly model vs. the old traditional method of upfront and ongoing support costs:

Description	1-time cost	5-year cost	Comment
Cost for packaged or custom solution	\$18,000	\$18,000	Typical packaged or custom solution price
Data Conversion costs:	\$10,000	\$10,000	Typical data conversion cost
Maintenance cost per year:	\$3,240	\$14,904	18% Maintenance per year
Yearly additional Support costs:	\$900	\$4,500	Typical yearly ongoing support cost
Hardware costs:	\$0	\$0	Server, Networking Equipment, etc.
Backup & Disaster Recovery costs:	\$0	\$0	Industry standard BDR cost
Total 5 year costs:		\$47,404	Total over 5-year period
Monthly cost for comparisons:		\$790.07	Total costs on a monthly basis

Muni-Link Cost Comparison vs "Traditional Package":

Below is the monthly subscription price for Muni-Link, as well as comparing the data above to show the overall savings associated with Muni-Link.

Total Muni-Link Monthly cost:	\$400	Monthly subscription price for Muni-Link
CASS "Net" Savings:	\$14	Estimated monthly savings for CASS
E-Billing Savings:	\$27	Estimated monthly savings for E-Billing
Total Savings:	\$41	Total monthly savings
Monthly Cost Difference	-\$359	Monthly savings less Difference
*Traditional Package Costs	\$790	Total costs for purchased pkg monthly
Monthly Net Cost Difference	\$431	Estimated monthly savings / costs Year 1

***Does not include upgrade costs for comparative package**

Note: There are no additional charges for your upgrade to Muni-Link. We upgrade at least 6X per year!

In addition to the above cost savings, there are many additional benefits to Muni-Link that can be measured in exact dollars and others that can be measured in time savings and productivity. These include:

- **Notify your customers via phone, text or email on projects, past-due notices, shutoffs and much more.**
- Less time your staff is involved in billing runs, collections, account lookups, bill explanations, etc.
- Improved collections – time value of money, etc.
- Access and use Muni-Link from anywhere / anytime
 - All your staff needs is a connection to the internet
 - Can do work from home when needed, etc.
- Improvements in customer service
- Happier, more productive employees
- Better reporting / more reports
- Work Orders
- **Mobile Reader APP (Time and Money saved here)**
- **Backflow Inspections**
- **Less money spent on Hardware, i.e computer and server upgrades**
- **CASS Certification (5 cents per bill savings)**
- **E-Billing module (65 cents per bill savings)**
- Full Service Customer Portal
- **Data Security (best possible tier 3 hosting)**
- Faster Processing (cloud computing has been shown to be 6-10X faster)
- Credit Card processing
- **Financial Integration**
- **Disaster Recovery**
- Fully Customizable

Based on the data above, Muni-Link is a perfect fit for your organization in both financial gains and internal productivity. Since Muni-Link is hosted in the cloud, you will not need to worry about having to “re-buy” or “upgrade” a software solution every 5 years or so, and you will not need to have expensive file servers locally to buy, support and maintain. In addition, your data is more secure at the state-of-the-art hosting facility than it would be in a traditional small organization environment.

Respectfully,

Scott Baker
Hosted Business Development Specialist

Transition BAS - Migration

1. Integration Across all Modules
2. Excellent Reporting
3. 1 Click Import/Export
4. Mobile Apps & Web Tools
5. On-line payment tool

- A. Attachments can be added to accounts ^{photos etc}
- B. Customize letters
- C. Mass emails & text messages
- D. E bills can be sent
- E. Work Orders
LTD
- F. Print Recent Activity on Accounts
prior owners
- H. Notes can be added to accounts

Payments

1. Checks, Cash, Credit
2. Payment Code UTR
3. Pastmark update
Payment Batch Verification
4. Custom report features
5. export to Excel
6. On-line payments go directly into System

EDMUNDS GovTech

Utility Billing Software Conversion

former BAS
no more upgrades
phasing out 2 to 3 yrs
no staff to help.

- Current BAS Utility Billing Software – Minimal Support at this time – No further Upgrades / Edmunds will phase out the BAS program within the next 2-3 years
- Software Conversion Discount – 90-day quote \$2,200.00 3yrs contract
- 36-month Subscription – 12-month renewal terms
- Implementation/Migration Cost \$3,200 – (Includes 8 hours online Training – 4 two-hour sessions
Master File – Transaction History of account (2 years) and bring forward
- Main Screen Holds most information – Customer/Address/Billing/Svc Type (screen shots printed)
- CUSTOMIZED Letters thru System
Mass E-mails – Mass Text Messaging & E-billing (**Emergency Notifications etc.**)
- Work Order Module Links with GIS System – Work orders available on Tablet or Smart Phone
- Water Balances: Recent Activity – Credit History – Customer Activity Report – Prior Owners – Notes – Work Orders – Attachments may be applied to each account when necessary (word/excel & photos)
- Payments: Payment Window – Quick Entry – Verification Lists prior to Batching out Payments – Payment Batch Breakdown – Detail Reports – Custom Reports – Trial Balances
- On-line Payments: Updated in real-time (On-line payments are shown for informational purposes, the transaction is not recorded until the payment is imported, thereby allowing payment transaction and deposit will be synced.)
- On-line payment fee:
 - a. 2.95 % for CC and DC - \$1.95 for eChecks ***Resident Funded***
(Example \$32.20 would be charged .95 = \$33.15)
 - b. **Current Stripe feature used by Town** for On-line Payments 2.9% + additional .30
(Example \$32.20 would be charged .93 + .30 = \$33.43)
- Credit balances are applied appropriately and shown on statements accordingly. NO penalties are made on zero or credit balances. (**BAS program currently does this and has to be manually removed – credit balances on BAS program are inaccurate on billing invoices as well.**)
- Special Charges & Special Assessments available in program
- System has Backflow testing Functionality

6 to 9 month implementation

EDMUNDS GovTech

Utility Billing Software Conversion

- Credit for any prepaid BAS maintenance would be applied to the new maintenance cost for upgraded Utility program.
- Project time is 6-9 months (on average) from time of the returned signed paperwork. Time frame could fluctuate to a shorter/longer timeframe depending on current schedules and feasibility on both sides

Shane Ireland – Account Manager – sireland@EdmundsGovTech.com - 609-645-7333 ext. 3012
Dave Vitti – Client Success Director – dvitti@edmundsgovtech.com

Customer: Hopewell Town

Customer Address: 2716 County Road #47
Canandaigua, NY 14424

Customer County: Ontario

Customer Admin Contact: Shawn Cotter

Customer Admin Phone: (585) 394-0036

Customer Admin Email: scotter@townofhopewell.org

Sales Order

Order #: 00003321

Effective Date: Date of customer signature below

New/Add-On: New Logo Simple

Sales Rep: Shane Ireland

Investment Summary

Software Services - Subscription

Professional Services - Implementation

Annual after 3yr
\$2,200.00
 \$3,200.00

Year 1 Investment: \$5,400.00

Summary Notes

Software Services - Subscription	Amount
Utility Billing & Collections - 3 Year	\$2,200.00
Annual Fees:	\$2,200.00

Professional Services - Implementation	Amount
BAS UB to MCSJ Utility Billing	\$3,200.00
One-Time Fees:	\$3,200.00



Software Services - Subscription Notes

Initial term of the Software Services are a 36 month subscription, commencing 90 days after the Effective Date. Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually during the initial, or renewal terms subject to a maximum annual increase equal to the greater of (i) the Consumer Price Index for All Urban Consumers: U.S. City average and (ii) four percent (4%)

Professional Services - Notes

Sales Order Notes

The following is included with the Utility Billing Migration to the Edmunds-MCSJ line:

- 1) This will include 8 total hrs of online training broken up into 4 two hr sessions.
- 2) Master File
- 3) Transaction History (2 years)



Please return executed Sales Orders via

DocuSign or Email to:

Edmunds GovTech, Inc.

Email: SalesOrders@EdmundsGovTech.com

P: 888.336.6999 | F: 609.645.3111

www.EdmundsGovTech.com

_____ THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: <https://go.edmundsgovtech.com/terms> (THE "SERVICE TERMS"), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

Hopewell Town

By: _____

Date: _____

By: _____

Date: _____

Regional Sales Director

Shawn Cotter
Dep Clerk



Mark Curran

3375 Taylor Road
Clifton Springs, NY 14432

(585) 455-5509
Curranm5509@yahoo.com

3/13/22

Town of Hopewell Planning Board

2716 County Road #47
Canandaigua, NY 14424

Dear **Town of Hopewell Planning Board:**

I am expressing interest in the vacancy on the planning board. I believe that I would add value to the existing board with my knowledge of sitework and other building trades. As a lifelong resident of Hopewell, I consider our community paramount.

I would welcome the opportunity to further discuss this position with you. If you have questions or would like to schedule an interview, please contact me by phone at **(585) 455-5509** or by email at **Curranm5509@yahoo.com**.

Sincerely,

Mark Curran