

**TOWN OF RIDGEWAY
TOWN BOARD MEETING
FEBRUARY 21, 2017 7:00 P.M.**

The regular board meeting was called to order by Supervisor Napoli at 7:05 P.M. at the Town Hall, Medina, NY.

Those Officers Present:	Brian Napoli	Supervisor
	Jeffrey Toussaint	Councilman
	David Stalker	Councilman
	Mary Woodruff	Councilwoman
	Sarah Fisher (excused)	
Councilwoman		

Others:

Mark Goheen	Hwy Superintendent
Katherine Bogan	Attorney
Patricia Laszewski	Assessor
Karen Kaiser	Deputy Town Clerk
Barbara J. Klatt	Town Clerk (Absent exc.)
Don Marchner	Ridgeway Fire Chief
Kevin Bogan	Bogan & Tuttle
Kyla Leno	

PLEDGE OF ALLEGIANCE

RESOLUTION NO. 34-2/21/2017

RESOLUTION TO ACCEPT AGENDA

Offered by Councilman Stalker, who moved its adoption.
Seconded by Councilwoman Woodruff.

Resolved to accept agenda as presented.

Adopted: 4 ayes 0 nays

RESOLUTION NO.35-2/21/2017

**RESOLUTION TO APPROVE MINUTES
OF JANUARY 17, 2017 TOWN BOARD
MEETING**

Offered by Councilwoman Woodruff, who moved its adoption.
Seconded by Councilman Stalker.

Resolved to approve minutes of January 17, 2017 Town Board Meeting.

Adopted:

4 ayes

0 nays

COMMUNICATIONS:

- A. Ridgeway VFC, Gun Show, February 25-26th Ridgeway Fire Hall.
- B. Orleans County Treasurer: Traffic Diversion Proceeds \$5,466.67
- C. Housing Council of Pathstone, Rochester: Foreclosure Prevention Program.
- D. County Planning Board: Letter concerning county referrals

DATE OF NEXT MEETINGS

- A. Workshop Tuesday , March 14, 2017, 7:00 P.M. –Ridgeway Town Hall
- B. Regular Town Board Meeting –Monday, March 20, 2017- Ridgeway Town Hall

OLD BUSINESS

- A. Comprehensive Plan meeting. Next meeting March 15, 2017 Shelby Town Hall 7 P.M..

NEW BUSINESS

RESOLUTION NO. 36-2/21/2017-

RESOLUTION TO APPROVE WATER
DISTRICT #14 SEQR
CLOSE COMMENT PERIOD

Offered by Councilman Toussaint, who moved its adoption.
Seconded by Councilman Stalker.

Resolved to approve Water District #14 SEQR close comment period.

Adopted:

4 ayes

0 nays

RESOLUTION NO. 37-2/17/2017

RESOLUTION TO APPROVE WD#14
SEQR NEGATIVE DECLARATION

Offered by Councilman Stalker, who moved its adoption.
Seconded by Councilwoman Woodruff.

Resolved to approve WD#14 SEQR negative declaration.

Adopted:

4 ayes

0 nays



Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

January 23, 2017

Hon. Brian Napoli, Supervisor
Town of Ridgeway
410 West Avenue
Medina, New York 14103

Dear Supervisor Napoli:

Pursuant to Agriculture and Markets Law (AML) §305(4), the Department of Agriculture and Markets has completed its review of the Final Notice of Intent submitted by LaBella Associates, on behalf of the Town of Ridgeway, in connection with the advance of public funds for the construction of 20,600 l.f. of water mains in the Town of Ridgeway's Water District No. 14 and Orleans County Agricultural District No. 1.

The Final Notice of Intent was sent to the Commissioner of Environmental Conservation, the Advisory Council on Agriculture (ACA) and the Orleans County Agricultural and Farmland Protection Board (AFPB) for their review of the proposed action. The Commissioner of Environmental Conservation, the ACA and the AFPB did not submit any comments.

Based on all relevant information before me, I have determined that the proposed action would not have an unreasonably adverse effect on the continuing viability of farm enterprises within the district or State environmental plans, policies and objectives. This determination is due, in part, to the adoption of the Department's construction standards and the Town's commitment to adopt a lateral restriction resolution.

Please be advised that in order to complete its filing obligations under §305(4), the Town of Ridgeway must certify to me, at least ten days prior to advancing the funds to construct the water main, that it has made an explicit finding that the requirements of §305(4) have been met, and that to the maximum extent practicable, adverse agricultural impacts revealed in the Notice of Intent process will be minimized or avoided. Prior to the submission of the certification the Town of Ridgeway must submit to the Department a copy of the resolution adopting lateral restrictions.

**TOWN OF RIDGEWAY
WATER DISTRICT NO. 14**

SEQR RESOLUTION - NEGATIVE DECLARATION

At the meeting of the Ridgeway Town Board held on February 21, 2017,
Councilman David Stalker moved adoption of the following resolution;
Councilman Mary Woodruff seconded the motion and was passed.

WHEREAS,

- 1) In accordance with the New York State Environmental Quality Review regulations (SEQR), the Town Board of the Town of Ridgeway announced its intent to serve as Lead Agency on December 19, 2016, to conduct an environmental review of public water supply improvements within the Water District No. 14 service area. The project will ensure a safe and reliable potable water supply and fire protection for area residents and businesses.
- 2) The Town Board has determined that the proposed action is a Type I action as defined under SEQR, as portions of the project are located in an Orleans County Agricultural District.
- 3) The Town Board, in its capacity of Lead Agency, has caused to be prepared an environmental assessment of the significance of and potential environmental impact of the action described above.
- 4) On December 20, 2016, the Town Board notified the Involved and Interested Agencies of its intention to act as Lead Agency for this project and circulated Part 1 of the full Environmental Assessment Form. None of the Involved Agencies objected to the Ridgeway Town Board serving as Lead Agency for this project. The Town will obtain all necessary permits and approvals from Involved Agencies and will comply with agency requirements.
- 5) The Town Board has considered the Environmental Record prepared for this action, including any comments received from the Involved Agencies, and the proposed Negative Declaration.

NOW THEREFORE BE IT RESOLVED,

The Town Board of the Town of Ridgeway declares that it will serve as Lead Agency for the water system improvements proposed in Water District No. 14; and,

The Town Board declares that, based on the Environmental Record which has been prepared, the project will not result in any large and important impacts, and therefore, will not have a significant adverse impact on the environment. A Negative Declaration under SEQR is therefore issued for this project, and the Town Supervisor is hereby authorized and directed to prepare and issue, on behalf of the Town, the form entitled "Negative Declaration Notice of Determination of Non-Significance."

STATE OF NEW YORK:

COUNTY OF ORLEANS: ss

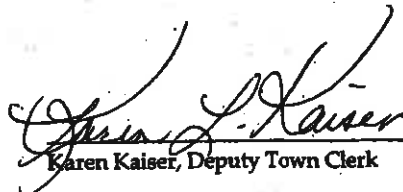
TOWN OF RIDGEWAY:

I, Karen Kaiser, Deputy Town Clerk of the Town of Ridgeway, Orleans County, New York, DO HEREBY CERTIFY that I have compared the foregoing resolution duly adopted by the Town Board of the Town of Ridgeway on the 21st day of February, 2017, with the original thereof now on file in my office, and the same is a correct and true copy of said resolution and of the whole thereof.

DATED February 2017

(SEAL)




Karen Kaiser, Deputy Town Clerk

RESOLUTION NO.38-2/21/2017

**RESOLUTION TO APPROVE WD#14
LATERAL RESTRICTION.**

Offered by Councilwoman Woodruff, who moved its adoption.
Seconded by Councilman Toussaint.

Resolved to approve WD #14 Lateral Restriction.

Adopted: 4 ayes 0 nays

**TOWN OF RIDGEWAY
WATER DISTRICT NO. 14**

LATERAL RESTRICTIONS RESOLUTION

WHEREAS, the Town Board of the Town of Ridgeway has created the Town of Ridgeway Water District No. 14 pursuant to Town Law for the express purpose of providing public water supply to residents along portions of Culvert Road (County Roads 35 & 72) and Porter Road; and

WHEREAS, part of the land area within Water District No. 14 is also within Orleans County Agricultural District No. 1; and

WHEREAS, the Town Board has filed a Notice of Intent to Undertake an Action Within an Agricultural District to evaluate the impact of providing a source of public water supply within this area on lands within Agricultural District No. 1; and

WHEREAS, the New York State Department of Agriculture and Markets ("Department") has expressed concern about the potential adverse impact that said public water supply is likely to have on agriculture within the Agricultural District,

NOW THEREFORE BE IT RESOLVED, that the Town Board, in recognition of the concerns that have been raised, hereby resolves to adopt the "Lateral Restriction - Conditions on Future Service" specified by the New York State Department of Agriculture and Markets as follows:

Lateral Restriction - Conditions on Future Service

The Town of Ridgeway imposes the following conditions, as warranted or recommended on the management of water/sewer lines located along the portions of Culvert Road (County Roads 35 & 72) and Porter Road, included in Water District No. 14, within an agricultural district:

- (1) The only land and/or structures which will be allowed to connect to the proposed waterline or sewer within an agricultural district will be existing structures at the time of construction, further agricultural structures, and land and structures that have already been approved for development by the local governing body prior to the filing of the Final Notice of Intent by the municipality.

Land and structures that have been approved for development refer to those properties/structures that have been brought before a local governing body where approval (e.g., subdivision, site plan, and special permit) is needed to move forward with project plans and the governing body has approved the action. If no local approval is required for the subdivision of land and/or the construction of structures, the municipality accepts the limitation under Public Health Law §1115 that defines a "subdivision," in part, as "any tract of land which is divided into five or more parcels." Water and/or sewer service will not be extended to the fifth and subsequent parcels

where no local approval is required and the land is located within a county adopted, State certified agricultural district.

- (2) If a significant hardship can be shown by an existing resident, the lateral restriction to the resident's property may be removed by the municipality upon approval by the Department. It is the responsibility of the resident landowner to demonstrate that a hardship exists relative to his or her existing water supply or septic system and clearly demonstrate the need for public water or sewer service. The municipality shall develop a hardship application to be filed with the municipality, approved by the County Department of Health, and agreed to by the Department of Agriculture and Markets.
- (3) If it can be demonstrated to the Department's satisfaction that the landowner requested the county to remove his or her land from an agricultural district at the time of district review and the county legislative body refused to do so, lateral restrictions may be removed by the municipality if the Department determines that the removal of the restriction for the subject parcel(s) would not have an unreasonably adverse effect on the agricultural district.
- (4) If land is removed from a county adopted, State certified agricultural district and the district has been reviewed by the county legislative body and certified by the Commissioner for modification, lateral restrictions imposed by the municipality are no longer in effect for the parcels of land that have been removed from the agricultural district.

Lateral Restriction - Conditions on Future Service

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Land and structures that have been approved for development refer to those properties/structures that have been brought before a local governing body where approval (e.g., subdivision, site plan, and special permit) is needed to move forward with project plans and the governing body has approved the action. If no local approval is required for the subdivision of land and/or the construction of structures, the municipality accepts the limitation under Public Health Law §1115 that defines a "subdivision," in part, as "any tract of land which is divided into five or more parcels." Water and/or sewer service will not be extended to the fifth and subsequent parcels

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- (3) If it can be demonstrated to the Department's satisfaction that the landowner requested the county to remove his or her land from an agricultural district at the time of district review and the county legislative body refused to do so, lateral restrictions may be removed by the municipality if the Department determines that the removal of the restriction for the subject parcel(s) would not have an unreasonably adverse effect on the agricultural district.
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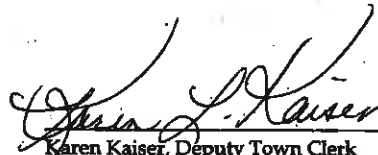
STATE OF NEW YORK:
COUNTY OF ORLEANS: ss
TOWN OF RIDGEWAY:

I, Karen Kaiser, Deputy Town Clerk of the Town of Ridgeway, Orleans County, New York, DO HEREBY CERTIFY that I have compared the foregoing resolution duly adopted by the Town Board of the Town of Ridgeway on the 21st day of February, 2017, with the original thereof now on file in my office, and the same is a correct and true copy of said resolution and of the whole thereof.

DATED February 2017

(SEAL)




Karen Kaiser, Deputy Town Clerk

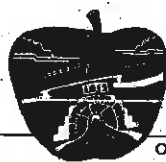
RESOLUTION NO. 39-2/21/2017

RESOLUTION TO APPROVE WATER
DISTRICT #14 BOND RESOLUTION

Offered by Councilman Toussaint, who moved its adoption.
Seconded by Councilman Stalker.

Resolved to approve Water District #14 Bond Resolution

Adopted: 4 ayes 0 nays



TOWN of RIDGEWAY

COUNTY of ORLEANS

410 West Ave.

MEDINA, NEW YORK 14103

OFFICE OF TOWN CLERK - (585) 798-0750, SUPT. HIGHWAYS - (585) 798-8680, ASSESSOR - (585) 798-0735
www.townofridgeway.org

RESOLUTION NO. 28 - 1/17/17

RESOLUTION TO AUTHORIZE TOWN
CLERK TO PUBLISH LEGAL NOTICE
OF RIDGEWAY'S INTENT TO APPLY
FOR USDA FUNDING FOR WATER
DISTRICT NO. 14

Offered by Councilman Stalker, who moved its adoption.
Seconded by Councilwoman Fisher.

RESOLVED, that the Supervisor of the Town of Ridgeway, Orleans County, New York, is hereby authorized as the official representative of the Town to execute and submit the application for loan and grant assistance to the USDA Rural Development for improvements to the Town of Ridgeway Water District No. 14, and is hereby directed and authorized to act in connection with the submission of the application and to provide such additional information and to execute such documents as may be required in connection with obtaining said loan and grant funds.

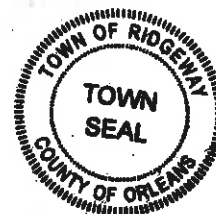
Adopted: 5 ayes- Councilman Stalker 0 nays
Councilwoman Fisher
Councilman Toussaint
Councilwoman Woodruff
Supervisor Napoli

STATE OF NEW YORK):
COUNTY OF ORLEANS):
TOWN OF RIDGEWAY):

I, Barbara Klatt, Town Clerk for the Town of Ridgeway, County of Orleans and State of New York, DO HEREBY CERTIFY that I have compared the foregoing resolution duly adopted by the Town Board of the Town of Ridgeway on the 17th day of January, 2017 with the original now on file in my office, and the same is a correct and true copy of said resolution and of the whole thereof.

Dated: January 27, 2017

Barbara Klatt
Barbara Klatt, Town Clerk



RESOLUTION NO.40-2/21/2017

RESOLUTION LOCAL LAW #1: SOLAR
ENERGY REGULATIONS. ATTORNEY
TO FILE WITH NYSDOS.

Offered by Councilman Toussaint, who moved its adoption.
Seconded by Councilwoman Woodruff.

Resolved to approve Local Law #1 Solar Energy Regulations. Attorney to file with
NYSDOS.

Adopted: 4 ayes 0 nays

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use
italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Ridgeway

Local Law No. 1 of the year 20 17

A local law Regulating Solar Energy Systems
(Insert Title)

Be it enacted by the Town Board of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Ridgeway as follows:

See attached full text

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village
(Select one.)

of Ridgeway

Local Law No. 1 of the year 20 17

A local law Regulating Solar Energy Systems
(Insert Title)

Be it enacted by the Town Board of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one.)

of Ridgeway as follows:

See attached full text

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 20 17 of the (County)(City)(~~Town~~)(Village) of Ridgeway was duly passed by the Town Board of the Town of Ridgeway on February 21, 20 17, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 20 _____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*) on _____, 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 20 _____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____, 20 _____ (Elective Chief Executive Officer*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 20 _____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 20 _____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____, 20 _____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 20 _____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

RESOLUTION NO.40-2/21/2017

RESOLUTION LOCAL LAW #1: SOLAR
ENERGY REGULATIONS.ATTORNEY
TO FILE WITH NYSDOS.

Offered by Councilman Toussaint, who moved its adoption.
Seconded by Councilwoman Woodruff.

Resolved to approve Local Law #1 Solar Energy Regulations. Attorney to file with
NYSDOS.

Adopted:

4 ayes

0 nays

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use
italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village

(Select one.)

of Ridgeway

Local Law No. 1 of the year 20 17

A local law Regulating Solar Energy Systems
(Insert Title)

Be it enacted by the Town Board of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village

(Select one.)

of Ridgeway as follows:

See attached full text

5. (City local law concerning Charter revision proposed by petition.)

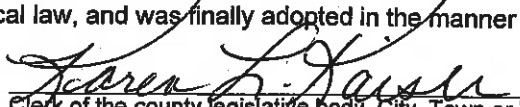
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.


Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

Date: February 21, 2017

(Seal)

Be it enacted by the Town Board of the Town of Ridgeway as Follows:

Section 790 shall be added to the Zoning Chapter of the Code of the Town of Ridgeway entitled "Solar Energy Systems" as follows:

§ 790.1. Findings.

The Town Board of the Town of Ridgeway makes the following findings:

- A. The Town Board of the Town of Ridgeway finds that solar energy, as properly regulated, is clean, readily available and renewable energy source beneficial to the Town of Ridgeway, its residents and general public.
- B. The Town Board, nevertheless, finds a growing need to properly site and regulate solar energy systems within the boundaries of the Town of Ridgeway to protect residential, business areas and other land uses, to preserve the overall beauty, nature and character of the Town of Ridgeway, to promote the effective and efficient use of solar energy resources, and to protect the health, safety and general welfare of the citizens of the Town of Ridgeway.
- C. Solar energy systems deplete land available for other uses, introduce industrial usage into other non-industrial areas, and can pose environmental challenges and compete with other activities.
- D. Solar energy systems need to be regulated for removal when no longer utilized, to prevent environmental problems and abandoned industrial.

§ 790.2 Definitions

The following definitions shall apply to this Section:

APPLICANT — The person or entity filing an application and seeking an approval under this Section; the owner of a solar energy system or a proposed solar energy system project; the operator of solar energy system or a proposed solar energy system project; any person acting on behalf of an applicant, solar energy system or proposed solar energy system. Whenever the term "applicant" or "owner" or "operator" are used in this Section, said term shall include any person acting as an applicant, owner or operator.

SMALL BUILDING MOUNTED SOLAR ENERGY SYSTEMS — A solar energy system that is affixed to the side(s) of a building either directly or by means of support structures or other mounting devices, but not including those mounted to the roof or top surface of a building and designed and intended to generate electricity solely for use primarily on said building or other buildings on the same premises, through a distribution system that is not available to the general public.

SMALL GROUND MOUNTED SOLAR ENERGY SYSTEM — A solar energy system that is

affixed to the ground either directly or by support structures or other mounting devices. Said system is an accessory structure, designed and intended to generate electricity primarily for use on said lot, through a distribution system that is not available to the general public.

SMALL ROOFTOP MOUNTED SOLAR ENERGY SYSTEM — Any solar energy system that is affixed to the roof of a building and wholly contained within the limits of the roof surface, designed and intended to generate electricity primarily for use on said lot, potentially for multiple tenants, through a distribution system that is not available to the general public.

SOLAR ENERGY SYSTEM — Any system or group of components designed to produce power from the sun and affixed to real property, except self-contained, single purpose components, such as signage lighting panels.

UTILITY-SCALE SOLAR ENERGY SYSTEM — Any solar energy system is designed and intended to supply energy primarily into a utility grid for sale to the general public, whether or not it also supplies energy for use on the parcel of land on which it is located.

§ 790.3. Use districts where allowed.

No solar energy systems shall be permitted in the Town of Ridgeway except in the Zoning Districts specified in this Section:

- A. Rooftop mounted and building-mounted solar energy systems are permitted in all zoning districts in the Town, subject to setback and height restrictions.
- B. Ground mounted solar energy systems are permitted as accessory structures in all zoning districts of the Town subject to all setback, height and area coverage restrictions.
- C. Utility-scale solar energy systems permitted only in an Agricultural Residential District, Rural Residential District, General Business District, Industrial District and Light Industrial District.

§ 790.4. General regulations.

The placement, construction, and major modification of all solar energy systems within the boundaries of the Town of Ridgeway shall be permitted only as follows:

- A. Utility-scale solar energy systems shall be permitted only by Special Permit by the Town of Ridgeway Planning Board in use districts where allowed in accordance with the criteria established in this Section, after SEQRA review, upon concurrent site plan approval issued by the Town of Ridgeway Planning Board, and upon issuance of a building permit, and shall be subject to all provisions of this Section

- B. Small rooftop mounted and small building mounted solar energy systems shall follow normal building permit procedures.
- C. Small ground mounted solar energy systems shall follow normal building permit procedures, and must be accompanied by a to scale map showing location, setbacks and lot coverage.
- D. This Section shall supersede over any inconsistent provisions of the Zoning Law of the Town of Ridgeway.
- E. This Section shall not apply to any premises owned or controlled by the Town of Ridgeway.

§ 790.5. General criteria.

- A. Rooftop mounted solar energy systems shall not be more than three feet higher than the finished roof to which it is mounted and in no instance shall any part of the system extend beyond three (3) feet before the edge of the roof. Maintenance access shall be incorporated into the system as determined by the Building Inspector.
- B. Building- mounted solar energy systems shall not be more than three (3) feet from the building wall and in no instance shall any part of the system extend beyond the roof line or parapet wall.
- C. Ground mounted solar energy systems shall be subject to the following requirements:
 - (1) The location of said solar energy system shall be placed no closer in accordance with setback requirements for an accessory structure of the use district in which it is located; and
 - (2) The location of said solar energy system shall be only located in the side or rear yard;
 - (3) The total surface area of said solar energy system on a lot shall not exceed the allowed accessory structures or combinations of accessory structures where permitted in the District.
- D. Solar storage batteries. When solar storage batteries are included as part of any solar energy system, they shall be placed in secure container or enclosure meeting the requirements of the New York State Building Code.
- E. Any solar energy system shall be accessible by all emergency service vehicles and personnel.
- F. All structures and devices used to support solar collectors shall be non-reflective and/or painted a subtle or earth-tone color.
- G. The design, construction, operation, and maintenance of any solar energy system shall prevent the misdirection and/or reflection of solar rays onto neighboring properties, public roads, and public parks.
- H. Artificial lighting of any solar energy systems shall be limited to lighting required for safety and operational purposes and shall be shielded from all neighboring properties and public roads.

If the use of a solar energy system is discontinued or not maintained the owner or operator shall notify the Building Inspector within thirty (30) days of such discontinuance and shall remove the system and properly dispose of all materials. If a solar energy system is to be retained and reused, the owner or operator shall further inform the Building Inspector of this in writing at such time and obtain any necessary approvals within one year, otherwise it shall be automatically deemed non-operating or abandoned.

790.6. Special permit requirements for Utility-Scale Solar Energy Systems.

Applications under this Section shall be made as follows: Applicants for a special permit to place, construct, and make a major modification to a utility-scale solar energy systems within the boundaries of the Town of Ridgeway shall submit twelve (12) sets of the following information to the Building Inspector, who shall first present it to a Town designated professional engineer or consultant for an initial review and then onto the Planning Board for its review and recommendation. The Planning Board may make such additional referrals as it deems appropriate. No such application shall be deemed filed until any required application fee has been paid. After considering such application in accordance with this Section, the Planning Board may grant the application, deny the application or grant the Special Use Permit, deny the Special Use Permit or grant the Special Use Permit and impose reasonable conditions and restrictions as authorized by Town Law §274(b)(4). The following information shall be contained in or accompany the application:

- A. A completed State Environmental Quality Review Act (SEQRA) form.
- B. Name, address, and telephone number of the property owner. If the property owner is not the applicant, the application shall include the name, address, and telephone number of the applicant and a letter or other written permission signed by the property owner authorizing the applicant to represent the property owner.
- C. Documentation of access to the project site(s), including location of all access roads, gates, parking areas, etc.
- D. Documentation of the clearing, grading, storm water and erosion control plans.
- E. Utility interconnection data and a copy of written notification to the utility of the proposed interconnection.
- F. One or three-line electrical diagram detailing the solar energy system installation, associated components, and electrical interconnection methods, with all disconnects and over-current devices.
- G. A property owner who has installed or intends to install a utility-scale solar energy system may choose to negotiate with other property owners in the vicinity for any necessary solar skyspace easements. The issuance of a special use permit does not constitute solar skyspace rights, and the Town shall not be responsible for ensuring impermissible obstruction to the solar skyspace as a result of uses or development

performed in accordance with Town Code. In the event that solar easements are negotiated by an applicant or property owner for a utility-scale solar energy system, a copy or documentation of any solar skyspace easements shall be provided, properly recorded as such, negotiated with neighboring property owners that shall, at a minimum, include:

- (1) The restrictions placed upon buildings, structures, vegetation and other objects or uses that would potentially obstruct the solar skyspace of the solar energy system; and
- (2) A description of the dimensions of the easement expressed in measurable terms, such as the maximum height of buildings and structures, vertical or horizontal angles measured in degrees, or the hours of the day on specified dates during which direct sunlight to a specified surface of a solar collector may not be obstructed, or a combination of these descriptions; and
- (3) The amount, if any, of permissible obstruction of the solar skyspace through the easement, expressed in measurable terms, such as a specific percentage of the solar skyspace that may be obstructed or hours during the day; and
- (4) Provision for trimming vegetation that would impermissibly obstruct solar skyspace, including any compensation for trimming expenses; and
- (5) Provisions for compensation of the owner/operator benefitting from the easement in the event of impermissible obstruction of the solar skyspace that would be in violation of the easement; and
- (6) The terms or conditions, if any, under which the easement may be revised or terminated.

H. A site plan in accordance with the Town of Ridgeway's site plan requirements and drawn in sufficient detail as follows:

- (1) Plans and drawings of the solar energy system installation signed by a professional engineer registered in New York State showing the proposal layout of the entire solar energy system along with a description of all components, whether on site or off site, existing vegetation and proposed clearing and grading of all sites involved, and utility lines, both above and below ground, on the site and adjacent to the site; and
- (2) Property lot lines and the location and dimensions of all existing structures and uses on site within five hundred (500) feet of the solar panels; and
- (3) Proposed fencing and/or screening for said project.

I. Any such additional information as may be required by the Town's professional engineer or consultant, Town of Ridgeway Planning Board, Town Attorney, Building Inspector.

§ 790.7. Special permit criteria; Restrictions.

Special Permits issued for a utility-scale solar energy systems shall meet the following conditions:

- A. Minimum lot area: The minimum lot upon which the system is to be constructed shall be fifteen (15) acres.
- B. Maximum coverage area: The maximum coverage area of the system shall be fifty (50) acres.
- C. Setbacks: Any utility-scale solar energy system shall adhere to the following setbacks:
 - (1) From any zoning district boundary. A minimum of one hundred (100) feet from any zoning district boundary line.
 - (2) From any property lot lines: A minimum of one hundred (100) feet from any property lot line.
 - (3) From buildings or structures not on the lot proposed for the solar energy system:
 - (a) A minimum of two hundred and fifty (250) feet.
 - (b) A minimum of five hundred (500) feet from any dwelling.
 - (4) From buildings or structures on the lot proposed for the solar system: A minimum of one hundred (100) feet from any building, structure or dwelling.
 - (5) From public roads:
 - (a) A minimum of two hundred (200) feet from any public road (measured from the road right-of-way line); and,
 - (6) From schools, public parks: A minimum of five hundred (500) feet from all property lot lines bordering a school or public park.
- D. Maximum overall height. The height of a utility-scale solar energy system shall not exceed twenty (20) feet when oriented at maximum tilt.
- E. Number of utility-scale solar energy systems allowed per lot. There shall only be allowed one utility-scale solar energy systems per lot.
- F. A utility-scale solar energy system shall adhere to all applicable federal, state, county and Town of Ridgeway laws, regulations, building, plumbing, electrical, and fire codes, and the applicant shall provide any requested documentation of such correspondence.
- G. Development and operation of a utility-scale solar energy system shall not have a significant adverse impact on fish, wildlife, or plant species or their critical habitats, or other significant habitats identified by the Town of Ridgeway or other federal or state regulatory agencies.
- H. The design, construction, operation, and maintenance of a utility-scale solar energy system shall prevent the misdirection and/or reflection of solar rays onto neighboring properties, public roads, and public parks in excess of that which already exists.

- I. All structures and devices used to support solar collectors shall be non-reflective and/or painted a subtle or earth-tone color.
- J. All transmission lines and wiring associated with a utility-scale solar energy system shall be buried and include necessary encasements in accordance with the National Electric Code and Town requirements. The applicant is required to show the locations of all proposed overhead and underground electric utility lines, including substations and junction boxes and other electrical components for the project on the site plan.
- K. All transmission lines and electrical wiring shall be in compliance with the utility company's requirements for interconnection.
- L. Artificial lighting of utility-scale solar energy systems shall be limited to lighting required for safety and operational purposes and shall be shielded from all neighboring properties and public roads.
- M. Any signage used to advertise the solar energy facility shall be in accordance with the Town's signage regulations and shall not be illuminated.
- N. A berm and/or screening may be required along property line abutting a residential lot.
- O. Prior to issuance of a Certificate of Occupancy, the applicant shall provide a post-construction certification from a professional engineer registered in New York State that the project complies with applicable codes and industry practices and has been constructed and is operating according to the design plans.
- P. Compliance with regulatory agencies: The applicant is required to obtain and maintain all necessary regulatory approvals and permits from all federal, state, county, and local agencies having jurisdiction and approval related to the completion of a utility-scale solar energy system.
- Q. A bond or other appropriate form of security acceptable to the Planning Board shall be provided to cover the cost of the removal and site restoration. Said bond or security shall be filed prior to construction. Said bond shall not be revocable and shall extend for a period of not less than:
 - (1) The actual removal and restoration without limit as duration.
 - (2) Shall transfer to cover any subsequent owner or operator of the system.
- R. Clearing, grading, storm water and erosion control:
 - (1) Before the Town of Ridgeway shall issue a clearing, grading, storm water or building permit for a utility-scale solar energy system, the applicant shall submit a storm water and Erosion Control Plan to the Engineering Department for its review and approval; and
 - (2) The Plan shall minimize the potential adverse impacts on wetlands and Class 1 and II streams and the banks and vegetation along those streams and wetlands and minimize erosion or sedimentation.

§ 790.8. Maintenance, procedures, and fees.

- A. Time limit on completion. Upon the granting of a special permit of a utility-scale solar energy system by the Planning Board, the building permit shall be obtained within six

months and the project shall be completed within twelve months of the granting of the Special Use Permit. If not constructed, the special permit and site plan approval and building permit shall automatically lapse without notice.

- B. Inspections. Upon reasonable notice, the Town of Ridgeway Building Inspector or his or her designee may enter a lot on which a solar energy system has been approved for the purpose of compliance with any requirements or conditions. Twenty-four (24) hours advance notice by telephone to the owner/operator or designated contact person shall be deemed reasonable notice. The applicant/operator shall authorize and cooperate in such inspection. Furthermore, a utility-scale solar energy system shall be inspected annually by a New York State licensed professional engineer that has been approved by the Town or at any other time, upon a determination by the Town's Building Inspector that damage may have occurred, and a copy of the inspection report shall be submitted to the Town Building Inspector. Any fee or expense associated with this inspection shall be borne entirely by the permit holder.
- C. General complaint process. During construction, the Town Building Inspector can issue a stop order at any time for any violations of a special use or building permit. After construction is complete, the permit holder of a utility-scale solar energy system shall establish a contact person, including name and phone number, for receipt of any complaint concerning any permit requirements.
- D. Continued Operation. A solar energy system shall be maintained in operational condition at all times, subject to reasonable maintenance and repair outages. Operational condition includes meeting all approval requirements and conditions. Further, the Building Inspector shall also have the right to request documentation from the owner for a solar energy system regarding the system's usage at any time.
- E. Removal. All solar energy systems shall be dismantled and removed by the applicant/owner operator immediately from a lot when the special permit or approval has been revoked by the Town of Ridgeway Planning Board or the solar energy system has been deemed to be non-operating or abandoned by the Building Inspector for a period of more than three hundred and sixty-five (365) days at the cost of the owner. If the owner/operator or applicant does not dismantle and remove said solar energy system as required, the Town Board may, after a hearing at which the owner shall be given an opportunity to be heard and present evidence, dismantle and remove said facility and place the cost of removal as a tax lien on said parcel. Such action shall be in addition to and not in lieu of any other enforcement remedies the Town may have.
- F. Determination of Abandonment or Non-operation. A determination of the abandonment or non-operation of a solar energy system shall be made by the Town Building Inspector, who shall provide the Owner/operator or applicant with written notice by personal service or certified mail at the address shown in the records of the Town or the application. Any appeal by the owner of the Building Inspector's determination of abandonment or inoperability shall be filed with the Town of Ridgeway Zoning Board of Appeals within thirty days of the Building Inspector causing personal service or mailing certified mail of his written determination and the Board shall hold a hearing on same. The filing of an appeal does not stay the following time frame unless the Zoning Board of Appeals or a court of competent jurisdiction grants a stay or reverses said

determination. At the earlier of the three hundred and sixty-six (366) days from the date of determination of abandonment or inoperability without reactivation approved or upon completion of dismantling and removal, any approvals for the solar energy system shall automatically expire.

G. Application and annual fees.

(1) Utility-scale solar energy system. An applicant shall pay an initial application fee of Two Thousand Five (\$2500) Dollars, or such other amount as the Town Board may, from time to time, determine by resolution, upon filing its special permit and site plan application to cover the cost of processing and reviewing the application. If approved, the Owner shall pay an annual fee of One Thousand (\$1000) Dollars, or such other amount as the Town Board may, from time to time, determine by resolution, to cover the cost of processing and reviewing the annual inspection report and for administration, inspections and enforcement.

(2) Said fees are in addition to fees for Building Permits. Fees are as follows:

(A) 0.025 per square foot of the project area, or such other amount as the Town Board may, from time to time, determine by resolution.

H. Prior to the issuance of a building permit, the applicant shall document that all applicable federal, state, county, and local permits have been obtained.

I. Special permits for a utility-scale solar energy system granted under this Section shall be issued only following a public hearing held as required for special permits under the New York State Town Law.

J. The Planning Board may:

(1) For utility-scale solar energy systems, grant a Special Permit, deny a Special Permit, or grant a Special Permit with written stated conditions. Upon issuance of a Special Permit, the applicant shall obtain a building permit for the utility-scale solar energy system.

K. Any changes or alterations post construction to a utility-scale solar energy system shall be allowed only by amendment to the Special Permit and/or site plan (if required) subject to all requirements of this Code.

L. Special permits for utility-scale solar energy systems shall be assignable or transferrable so long as they are in full compliance with this Section and all the conditions, and the Building Inspector is notified in writing at least fifteen (15) days prior thereto.

M. In addition to the requirements of this Section, the special permit application shall be subject to any other site plan approval requirements set forth in the Zoning Law.

§ 790.9. Violation/Revocation.

A. Any violation of this Section or of the terms of a Special Use Permit constitutes a violation pursuant to the Zoning Code.

B. The Town may enforce this Section by obtaining an injunction, temporary restraining

order, temporary injunction or any other remedy available in law or equity.

- C. If the applicant violates any of the conditions of its special permit, site plan approval or violates any other local, state or federal laws, rules or regulations, this shall be grounds for revocation of the special permit or site plan approval. Revocation may occur after the applicant owner/operator is notified in writing of the violations and the Town of Ridgeway Planning Board holds a hearing on same.

§ 790.10. Severability.

If any section, subsection, phrase, sentence, or other portion of this Section is for any reason held invalid, void, unconstitutional, or unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

RESOLUTION NO. 41-2/21/2017

RESOLUTION OF SUPPORT: 2018
REASSESSMENT.

Offered by Councilman Stalker, who moved its Adoption.
Seconded by Councilman Toussaint.

Resolved to support 2018 reassessment.

Adopted: 4 ayes 0 nays

RESOLUTION NO. 42-2/21/217

RESOLUTION TO APPROVE
LEGAL SERVICE AGREEMENT
WITH KATHERINE BOGAN
FOR WD#14 AUTHORIZE
SUPERVISOR TO SIGN

Offered by Councilman Toussaint, who moved its Adoption.
Seconded by Councilman Stalker.

Resolved to approve Legal Services Agreement with Katherine Bogan for WD#14
authorize supervisor to sign.

Adopted: 4 ayes 0 nays

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

LEGAL SERVICES AGREEMENT

This agreement made this 21 day of February
2017 between _____
Town of Ridgeway
(sponsors) (organizing committee) (Name of organization)

hereinafter referred to as "Owners," and Katherine Bogan
attorney at law, of Law office of Katherine Bogan hereinafter referred
to as "Attorney":

WHEREAS, Owners are intending to (have formed) ("public water supply
district," Public Water supply district #14
"public service district," "not for profit corporation," or

_____, a _____
other official designation) ("body politic," "municipal

corporation," "nonprofit corporation," or other organization)

in the Town of Ridgeway County of Orleans

under the provisions of _____
(Cite statute(s) under which applicant will be

_____; and
organized)

WHEREAS, the Attorney agrees to perform all legal services necessary to organize and
incorporate said _____

Public Water supply district #14 under the provisions of

said statutes and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of
a public water supply district system;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

a fee not to exceed
One Percent (1%) of the construction costs of
Said water supply district #14

Said fees to be payable in the following manner and at the following times:

one-third ($\frac{1}{3}$) upon award of construction bid ($\frac{1}{3}$) one-third upon
completion of construction and one-third ($\frac{1}{3}$) upon
close out of project.

SECTION C - OTHER PROVISIONS

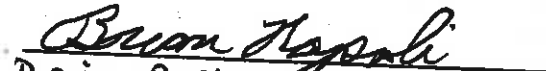
1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within 30 days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$ - 0 -, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney:



Katherine Bogan

Owners:


Brian P. Napoli, Supervisor
Town of Ridgeway

2/23/17

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Law Office of Katherine Bogan
Organization Name

PR/Award Number or Project Name

Katherine Bogan, Town Attorney Town of Ridgway
Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

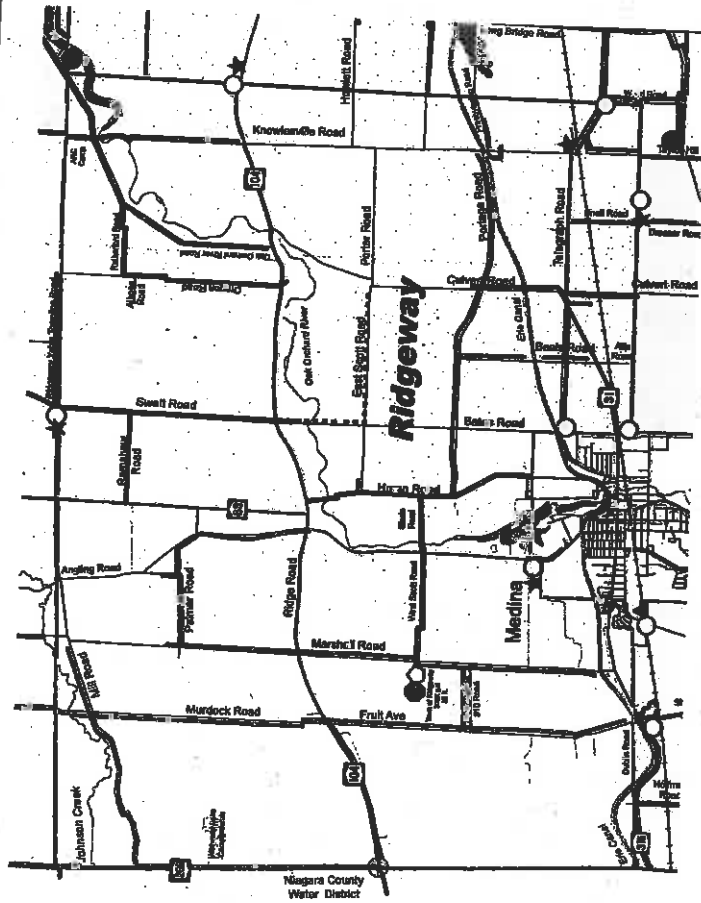
2/21/17

Date

Water Line Diameter Map Town of Ridgeway - Orleans County, New York

City Source: Orleans County Department of Public Works

Graphic: Orleans County Department of Planning and Development



Legend	
	Auto Riser
	Surge Pressure Release Station
	Standpipe
	Master Metering Station
	Existing Meter Pit
	Existing Elevated Storage
	Existing CI Booster Station
	Existing 4 inch Line
	Existing 6 inch Line
	Existing 8 inch Line
	Proposed 8 inch Line
	Existing 10 inch Line
	Existing 12 inch Line
	Existing 14 inch Line
	Existing 18 inch Line

NOTE: These Proposed Water Lines may be installed or postponed due to funding or other reasons. The map is not a guarantee of future action. It is not intended to be used for engineering or construction purposes. This map is for general information only. It is not intended to be used for engineering or construction purposes.

RELEASE DATE: 12-17-18
RELEASE VERSION: 8

RESOLUTION NO 43-2/21/2017

WD#13 APPROVE BUDGET REPORT #6,
\$7,836.25 AUTHORIZE SUPERVISOR TO SIGN.

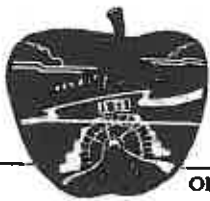
Offered by Councilman Toussaint, who moved its Adoption.
Seconded by Councilman Stalker.

Resolved to approve Amended Bond Resolution WD#13, additional funding from USDA Rural
Development \$100,000.00.

Adopted:

4 ayes

0 nays



TOWN of RIDGEWAY

COUNTY of ORLEANS

410 West Ave.

MEDINA, NEW YORK 14103

OFFICE OF TOWN CLERK - (585) 798-0730, SUPT. HIGHWAYS - (585) 798-3680, ASSESSOR - (585) 798-0735
www.townridgeway.org

Ms. Dawn Kuras
U.S. Department of Agriculture
Rural Development
29 Liberty Street
Batavia, New York 14020-3294

RE: Water District No. 13

Dear Ms. Kuras:

I have enclosed a signed Budget Report No. 6, dated February 7, 2017 for the expenditures related to the Water District No. 13 project. On behalf of the Town, I hereby request the release of \$7,836.25 in Rural Development grant funds for this project, as follows:

Total Expenditures (through 02/07/17)	\$797,195.90
Less RD loan share	<u>344,000.00</u>
Total RD grant share	\$453,195.90
Less previous draws of RD grant funds	<u>445,359.65</u>
RD grant funds requested	\$ 7,836.25

Should you have any questions or need additional information to process this request for funds, please do not hesitate to call me.

Sincerely,

Brian Napoli
Supervisor

RURAL DEVELOPMENT (RD) PROJECT BUDGET/COST CERTIFICATION

Project Name: Town of Ridgeway
Water District No. 13

Date: 02/07/17

Report No.: 6
 Actual:
 Estimate:

Funding Source(s)	Amount
RD Loan	\$344,000.00
RD Loan	\$456,000.00
RD Grant	\$100,000.00
RD Grant	
SUB TOTAL:	\$900,000.00

Estimated

Other Funding Source(s)	Amount
Other Source:	
Other Source:	
Other Source:	
SUBTOTAL:	\$0.00
TOTAL:	\$900,000.00

ITEM	APPROVED BUDGET	MODIFIED BUDGET	PREVIOUS EXPENDITURES	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	BALANCE REMAINING
A. ADMINISTRATIVE						
1. Legal	\$7,398.00		\$2,468.00	\$4,932.00	\$7,398.00	\$0.00
1 a. Legal - Chalifoux Law (easements)	\$6,200.00		\$6,149.12		\$6,149.12	\$50.88
2. Bonding	\$22,715.00		\$22,715.00		\$22,715.00	\$0.00
3. Net Interest	\$10,125.00		\$5,454.41		\$5,454.41	\$4,670.59
4. Fiscal Coordination	\$3,566.50		\$3,378.00		\$3,378.00	\$190.50
5. Project Management	\$13,000.00		\$7,800.00	\$2,600.00	\$10,400.00	\$2,600.00
6. Lands & Rights of Way	\$955.00		\$955.00		\$955.00	\$0.00
7. Single Audit	\$0.00		\$0.00		\$0.00	\$0.00
8. Miscellaneous	\$1,500.00		\$1,042.37	\$3.25	\$1,045.62	\$454.38
9. Archaeological Survey	\$1,866.40		\$1,866.40		\$1,866.40	\$0.00
Total A. Administrative	\$67,325.90	\$0.00	\$51,824.30	\$7,535.25	\$59,359.55	\$7,966.35
B. TECHNICAL SVCS.						
1. Engineering						
a. Study and Report Phase	\$2,563.50		\$2,563.50		\$2,563.50	\$0.00
b. Preliminary Design Phase	\$15,636.00		\$15,636.00		\$15,636.00	\$0.00
c. Final Design Phase	\$16,654.00		\$16,654.00		\$16,654.00	\$0.00
d. Bidding and Negotiation Phase	\$2,108.00		\$2,108.00		\$2,108.00	\$0.00
e. Construction Phase	\$9,772.00		\$9,772.00		\$9,772.00	\$0.00
f. Post Construction Phase	\$268.00		\$268.00		\$268.00	\$0.00
g. Resident Project Representative	\$22,630.00		\$22,329.00	\$301.00	\$22,630.00	\$0.00
h. Additional Services	\$2,657.17		\$2,657.17		\$2,657.17	\$0.00
i. Easement Maps	\$2,295.00		\$2,295.00		\$2,295.00	\$0.00
2. SEQR/NEPA Compliance	\$3,400.00		\$3,400.00		\$3,400.00	\$0.00
Total B. Technical Svcs.	\$77,983.67	\$0.00	\$77,682.67	\$301.00	\$77,983.67	\$0.00
C. CONSTRUCTION						
1. Construction Contracts						
a. Contract 1 Sergl Construction	\$659,852.68		\$659,852.68		\$659,852.68	\$0.00
b. Contract 2						
c. Contract 3						
d. Contract 4						
e. Contract 5						
2. Direct Expenditures						
a.						
b.						
c.						
Total C. Construction	\$659,852.68	\$0.00	\$659,852.68	\$0.00	\$659,852.68	\$0.00
D. CONTINGENCY						
1. Contingency	\$94,837.75					
Total D. Contingency	\$94,837.75	\$0.00				\$94,837.75
TOTAL PROJECT COST	\$900,000.00	\$0.00	\$789,359.65	\$7,836.25	\$797,195.90	\$102,804.10

I certify to the best of my knowledge and belief that the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due, which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

Applicant _____ Title _____

Engineer/ Architect _____

Reviewed By _____

Date Reviewed _____

Prepared by: Kathleen Dea

TABULATION SHEET

Form E #	6
Date	2/7/2017
Category	Administration

Name of Borrower
Project Name

Town of Ridgeway
Water District No. 13

Date Invoice or Voucher	No. Invoice or Voucher	Payee	Amount (\$) of Invoice or Voucher	Ineligible Costs (\$)	Total Eligible Costs (\$)	Description of Services	Form E Budget Line Item
7/11/2016	6720	Katherine Bogan Esq	\$ 2,466.00		\$ 2,466.00	Legal	A 1
11/21/2016	7189	Katherine Bogan Esq	\$ 2,466.00		\$ 2,466.00	Legal	A 1
12/13/2016	7256	LaBella Assoc.	\$ 2,600.00		\$ 2,600.00	Project Management	A 5
12/30/2016	7307	Barbara Klatt	\$ 3.25		\$ 3.25	Misc. (Postage)	A 8
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
Total Administration Expenses This Period:					\$ 7,535.25		

Note: Information on tab sheet shall be for this period only. Do not include

Note: Information on tab sheet shall be for this period only. Do not include previous invoices or vouchers.

2/6/2017

TABULATION SHEET

Form E #
Date
Category

6
2/7/2017
Technical

Name of Borrower
Project Name

Town of Ridgeway
Water District No. 13

Date Invoice or Voucher	No. Invoice or Voucher	Payee	Amount (\$) of Invoice or Voucher	Ineligible Costs (\$)	Total Eligible Costs (\$)	Description of Services	Form E Budget Line Item
1/5/2017	7319	09-932-25 Chatfield Engineers	\$ 301.00		\$ 301.00	Resident Inspection	B 1 g
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
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					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
Total Technical Expenses This Period:					\$ 301.00		

Note: Information on tab sheet shall be for this period only. Do not include previous invoices or vouchers.

Resolved to approve Amended Highway Superintendent to expand funds under 284 highway agreement all to sign.

0 nays

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONIES

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

- Executed in duplicate this 21 day of February, 2017

Councilman

Councilman

Councilman

Councilman

Mayor

Town Superintendent

9-2

Offered by Councilwoman Woodruff, who moved its Adoption.
Seconded by Councilman Stalker.

Resolved to offer support concerning AIM funding: send to Governor, Senator Ort and Assemblyman Hawley.

Adopted:

4 ayes

0 nays

THE
ASSOCIATION OF TOWNS
OF THE
STATE OF NEW YORK

GERALD K. GEIST
Executive Director

KIMBERLY A. SPLAIN
Deputy Director

150 State Street
Albany, NY 12207

Telephone
Area Code 518 - 465-7933
Fax # 518 - 465-0724

LORI A. MITHEN-DeMASI
Counsel

SARAH B. BRANCATELLA
Associate Counsel

KATHLEEN N. HODGDON
Associate Counsel

February 1, 2017

As you may already be aware, the Association of Towns sent a letter to our members on Jan. 11, 2017 letting you know about the Governor's plan to require counties to develop new, voter-approved efficiency plans. Since then, the Executive Budget was released, and the news is not good. The Governor is attempting to make AIM funding contingent upon the Legislature's approval of the aforementioned proposed efficiency mandate, meaning that if the Legislature does not pass the budget with the Governor's new "Countywide Shared Services Property Tax Savings Plans," New York towns, villages and cities will not receive AIM funding at all.

The Association of Towns will not stand idly by when faced with proposals that undermine local representative democracy, threaten home rule and continue to use towns as a scapegoat for high property taxes in New York. On Jan. 30, 2017, we testified before parts of the state Legislature to emphatically oppose the parts of the proposed Executive Budget that we believe are harmful to town governments. I was honored to be joined by Rebecca Haines, Town Clerk, Town of Ellery, William Moehle, Town Supervisor, Town of Brighton, and Edmond Theobald, Town Supervisor, Town of Manlius. They were able to use their firsthand experiences as leaders of their towns to show the Legislature that towns *already* work together efficiently to bring a high level of service to residents.

We simply cannot allow the Governor to hold AIM funding hostage, nor can towns rely on the good will of counties to do what is best for town government. A Jan. 25, 2017 editorial in the *Schenectady Daily Gazette* discussed tying AIM to consolidation and said "The Legislature should cross that line out of the budget before the ink dries, or face a revolt like they've never seen. Make sure your local representative in the Assembly and the Senate knows how you feel." We also urge you contact your representatives. Use a web site like www.openstates.org to find your state representative's contact information. We will also have petitions at our Annual Meeting and Training School February 19-22, 2017 opposing the proposal. Additionally, along with New York Conference of Mayors Executive Director Peter Baynes, I will be hosting a session at the Annual Meeting on the Governor's plan and its potential affect on local government, and we want to hear from you. If you would like to take advantage of our negotiated hotel room rate, please call 1(877)303-0104 or book at <https://resweb.pasakey.com/go/AOT2017> by Feb. 7, 2017. On-site registration will also be available.

Let's remind the state Legislature and Governor of the importance and value of towns and home rule. Do not hesitate to contact our office with any questions, and let us know the feedback you get from your representatives. We are here to fight for you, and we are proud of the work towns do.

Sincerely,

LKGS

RESOLUTION NO 46-2/21/2017

RESOLUTION TO APPROVE
COUNTY SHARED SERVICE
CONTRACT. AUTHORIZE
SUPERVISOR TO SIGN.

Offered by, Councilman Stalker who moved its Adoption.
Seconded by Councilman Toussaint.

Resolved to Approve County Shared Service contract and Authorize Supervisor to sign

Adopted:

4 ayes

0 nays



County of Orleans
**Department of Highways/Buildings &
Grounds**

Gerald R. Gray
Highway Superintendent
Jerry.Gray@orleanscountyny.gov
Jacqueline Tarricone
Secretary/Fuel Farm Manager
Jackie.Tarricone@orleanscountyny.gov

225 W Academy St.
Albion, New York 14411 - 1591
(585) 589-6145 & 589-7016
Fax (585) 589-1620
Email: Lisa.Mannella@orleanscountyny.gov

Michael L. CMFF
Deputy Highway Superintendent
Email: Mike.Cliff@orleanscountyny.gov
James J. Noreck
Asst. Superintendent
Email: Jim.Noreck@orleanscountyny.gov

TO: Town Highway Superintendents
FROM: Gerald R. Gray, County Highway Superintendent
DATE: January 25, 2017
SUBJECT: Town Highway Shared Service Agreements

At the request of the County, a Town Highway Shared Services Agreement needs to be approved and signed by your Town Board. *Please sign and return the attached agreement to the Orleans County Highway Department at the above address as soon as possible. Also attached (Attachment A) is the County of Orleans Insurance Requirements sheet. Please provide us with a Certificate of Insurance and send it to us along with the signed agreement. This contract will be a five-year contract from May 1, 2017 through April 30, 2022.*

As soon as a resolution has been passed by our Legislature and the agreement has been signed, we will forward to you an original fully-executed copy for your records. As always, we would like to continue to assist each Town with these services and look forward to the same support in return. If you have any questions, please contact me at (585) 589-6145.

Sincerely,

Gerald R. Gray, Highway Superintendent
Orleans County

GRG/jt

Enclosure

Attachment A

COUNTY OF ORLEANS STANDARD INSURANCE REQUIREMENTS

PUBLIC ENTITY CONTRACT

General Purpose Contracts for Public Entity Services **by Villages and Towns including but not limited to Snow Removal**

- A. ***Comprehensive General Liability*** - with a minimum combined single limit of liability for bodily Injury and Property Damage of \$1,000,000 per occurrence and annual aggregate. The coverage shall include:
- Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Contractual Liability (Sufficient to cover all liability assumed under contracts with the County of Orleans)
 - Personal Injury Liability (Coverages A, B and C)
 - Broad Form Property Damage for Snow Removal & Mowing Contracts
- B. ***Automobile Liability*** - With a minimum combined single limit of liability for Bodily injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired and Non Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. ***Optional Excess "Umbrella" Liability*** - If excess umbrella liability is provided with a Minimum limit of \$1,000,000 underlying coverages can be reduced to \$500,000.
- D. ***Worker's Compensation and Employers' Liability*** - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.
- E. ***Disability Benefits*** - providing statutory coverage in compliance with the New York State Disability Benefits Law.

Comprehensive General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Orleans and any Board, Bureau, Commission or Agency thereof as additional insureds.

CONTRACT FOR SHARED HIGHWAY SERVICES

1. For the purposes of this contract, the following terms shall be defined as follows:
 - a) "Municipality" shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned county/town or village.
 - b) "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the Chief Executive Officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each Chief Executive Officer had signed each individual contract.
 - c) "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:
 - i. The renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;
 - ii. The borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;
 - iii. The providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.
 - iv. The maintenance of machinery or equipment by a municipality for other municipalities.
 - d) "Superintendent" shall mean; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; in the case of a village, the superintendent of public works.
2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the clerk of the undersigned municipality.
3. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

- a) The Town of Ridgeway agrees to rent or exchange or borrow from any municipality and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the county/town/village. The determination as to whether such machinery, with or without operators, is needed by the county/town/village shall be made by the Superintendent. The value of materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.
 - b) The Town of Ridgeway agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the superintendent. In the event the superintendent determines that it will be in the interests of the Town of Ridgeway to lend to any other municipality, the Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Ridgeway by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.
 - c) The Town of Ridgeway agrees to repair or maintain machinery or equipment for any county/town/village under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.
 - d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
 - e) When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.
 - f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.
 - g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.
4. The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery or by facsimile machine. In the event, there is no written acceptance of the memorandum, the using of the machinery, the receipt of

the materials or supplies or the acceptance of service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.
6. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph "e" of section "3" of this agreement, shall be considered the machinery of and the employee of the municipality owning the machinery and equipment.
7. In the event machinery or equipment is being operated by an employee of the owning municipality and is damaged or otherwise in need of repair, as a result of operator negligence, while such employee is working for the borrowing, receiving or renting municipality, then the municipality owning such machinery or equipment shall be responsible to make or pay for such repairs. In the event the machinery or equipment is operated by an employee of the borrowing, receiving, or renting municipality, and is damaged or in need of repairs as a result of such operator's negligence, then such municipality shall be responsible to make or pay for such repairs. Repairs and maintenance necessitated by ordinary wear and tear shall be made by the owning municipality.
8. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings or other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.
9. In the event any dispute arises relating to any shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.
10. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.
11. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the county/town/village budget for highway purposes.
12. The record of all transactions that have taken place as a result of the Town of Ridgeway participating in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the county/town/village governing board, shall be submitted to the county/town/village board semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the contract, unless the county/town/village board requests the submission of records at different times and dates.

13. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.
14. This contract shall be reviewed each year by the Town of Ridgeway and shall expire five years from the date of its signing by the Chief Executive Officer. The Town of Ridgeway board may extend or renew this contract at the termination thereof for another five-year period.

IN WITNESS WHEREOF, the said Town of Ridgeway has by order of the Town Board, caused these presents to be subscribed by the Chief Executive Officer, and the seal of the Town to be affixed and attested by the Clerk thereof, this 21st day of FEB, 2017 (year).

Town of Ridgeway

By: Brian Nagel (Signature)

SUPERVISOR

County of Orleans

Signature

(Chairman of the Legislature)

Signature

(Highway Superintendent)



CERTIFICATE OF LIABILITY INSURANCE

RIDGE-3

OP ID: KS

DATE (MM/DD/YYYY)

02/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Seaway Insurance Associates
8645 Rochester Rd, PO Box 382
Gasport, NY 14067-0382
Seaway Insurance Associates

CONTACT NAME: Seaway Insurance Associates

PHONE (A/C, No, Ext): 716-772-2500

FAX (A/C, No): 716-772-2126

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Selective Insurance

13730

INSURER B: #316 Selective Way Ins Co

INSURER C: The Travelers

19038

INSURER D:

INSURER E:

INSURER F:

INSURED
Town Of Ridgeway
410 West Avenue
Medina, NY 14103

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		\$ 1841490	03/09/2017	03/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		\$ 1841490	03/09/2017	03/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		\$ 1841490	03/09/2017	03/09/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	The Travelers		0106239267	03/09/2017	03/09/2018	crime 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

ORLEANS

Orleans County Highway Dept
225 West Academy Street
Albion, NY 14411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION: WD#14 APPROVE
BOND COUNSEL SERVICES
AND BILLING ARRANGEMENTS
AUTHORIZE SUPERVISOR TO
SIGN.

Offered by Councilwoman Woodruff, who moved its Adoption.
Seconded by Councilman Stalker.

Resolved to approve WD#14 Bond Counsel services and billing arrangements, authorize
the Supervisor to sign.

Adopted:

4 ayes

0 nays



A Future Inspired by Our Legacy

John A. Alessi
Partner
Direct Dial: 716.848.1567
Facsimile: 716.819.4660
jalessi@hodgsonruss.com

February 14, 2017

Via E-mail (bnapoli@gmail.com)

Brian P. Napoli, Town Supervisor
Town of Ridgeway
410 West Avenue
Medina, New York 14103

Dear Supervisor Napoli:

Re: Town of Ridgeway, Orleans County, New York; (the "Town")
Bond Counsel Services and Billing Arrangements (Establishment of Water District No. 14)

This letter has been prepared consistent with USDA Rural Development Agency ("Rural Development") requirements and further describes our professional services as bond counsel to the Town for the authorization and financing of Water District No. 14 (the "Project").

Based on the Town's \$1,054,000 Project, our estimated fees will be in an aggregate amount not to exceed \$14,000. This amount is calculated upon the assumption that the Town would issue a single bond anticipation note and one series of bonds through Rural Development by December 2018. This amount also is estimated to include the fees associated with our anticipated work on the authorizing proceedings.

Should the above assumptions change, any extraordinary factors present themselves, we respectfully request that an amendment to this supplemental engagement letter be approved.

We hope that the information set out above will be helpful to you. Please call us if you have any questions. If this arrangement is satisfactory to the Town, please date and sign two copies of this agreement where indicated and return one to me by e-mail. Please retain an original for the Town's records.

We appreciate the opportunity to act as bond counsel to the Town in furtherance of this Rural Development Project for the benefit of Town residents.

Very truly yours,

John A. Alessi

ACCEPTED AND AGREED ON THIS 21ST DAY OF FEBRUARY, 2017
TOWN OF RIDGEWAY, ORLEANS COUNTY, NEW YORK

By: Brian P. Napoli Name/Title: Brian P. Napoli, Town Supervisor

JAA/rlo

cc: Barbara Klatt, Town Clerk (bklatt@townridgeway.org)
Katharine K. Bogan, Esq. (kthelawoffice@rochester.ny.com)

John A. Alessi
Partner
Direct Dial: 716.848.1567
Facsimile: 716.819.4660
jalessi@hodgsonruss.com

February, 2017

Via E-mail (bnapoli@gmail.com)

Brian P. Napoli, Town Supervisor
Town of Ridgeway
410 West Avenue
Medina, New York 14103

Dear Supervisor:

Re: Town of Ridgeway, Orleans County, New York;
Bond Counsel Services and Billing Arrangements

We are grateful for the continuing opportunity you have given us to work with you and your colleagues as bond counsel to the Town of Ridgeway (the "Town"). We believe that our size, our long and stable history, our extensive public finance experience, our local presence, and our commitment to serving Western New York clients and investing in the Western New York community make Hodgson Russ uniquely qualified to serve the Town as bond counsel. We are right here in Western New York, and our bond counsel practice exists within a larger firm that understands and values municipalities and other public entities. We will be available to you and responsive to you, no matter what questions you may ask us. We appreciate your confidence and trust, and we will strive to exceed your expectations.

The attorneys in our Public Finance Practice Group have acted as bond counsel for a great many bond and note issuers in Western New York and throughout New York State, including the majority of the cities, school districts, towns and villages in this part of the State. We have rendered our approving opinions on billions of dollars of New York public financings, and our bond counsel practice continues to grow State-wide.

The addition of Richard Alessi as Special Counsel in our Public Finance Practice Group further enhanced our public finance capabilities. The response to Richard's affiliation with us was overwhelmingly favorable. Although my father has formally retired from our firm, he has worked very closely with our Public Finance Practice Group. I am proud to carry on the tradition of client service for which my father was so well known and respected. In my work with you and the Town, I will always strive to live up to the standards of excellent client service and responsiveness that my father demonstrated.

This letter relates to our professional services as bond counsel to the Town for capital projects. This is the letter that we send from time to time to outline and confirm the services which we will perform as your bond counsel, and to set forth the terms of our ongoing engagement. This supplants any other similar letter or fee schedule that we have previously sent to you.

Additionally, we recognize that this letter may have been (or may be) supplemented with a "not to exceed" cost figure for any project identified as a Rural Development Agency ("Rural Development") or a New York State Environmental Facilities Corporation ("EFC") matter once a tentative multi-year borrowing schedule has been established for any such project.

Responsibilities of Bond Counsel

As a matter of custom and prudence, both issuers and the purchasers of tax-exempt bonds and notes have come to require an opinion of recognized bond counsel in connection with the issuance of such obligations. Bond counsel is retained as a professional whose primary responsibility is to render an objective legal opinion with respect to such obligations. The opinion of bond counsel ordinarily provides, among other things, that (1) the obligations have been properly authorized and issued and are valid, and (2) the interest on the obligations is excludable from the gross income of the owners thereof for federal income tax purposes and is exempt from personal income taxes imposed by the State of New York (and by the City of New York). It is the certainty and confidence provided by an opinion of recognized bond counsel that allows towns and other municipal issuers to receive the most favorable possible interest rate bids when they issue bonds or notes.

In order to establish the factual basis for the important legal conclusions expressed in our opinion, we prepare a detailed record of proceedings (or transcript) which contains all documents and other materials necessary in our view to ensure that the form and substance of the transaction conform with the requirements of the Internal Revenue Code of 1986, the Securities Act of 1933, the Securities Exchange Act of 1934, the Local Finance Law, the General Municipal Law, the Town Law and other applicable statutes (and related regulations). Included in the record of proceedings are various resolutions adopted by the governing board of the Town (the "Town Board") authorizing the issuance of the obligations. Also included are certificates as to various factual matters which serve to establish the tax-exempt status of the obligations and any applicable arbitrage-related exemptions. We are responsible for drafting many of these resolutions and certificates, as well as other documents which are customary and appropriate in these transactions. In performing our work, we coordinate our efforts with those of Town officials, the Town's municipal advisor (if one is retained), the Town's regular attorney or law firm (if different from Hodgson Russ), and any involved state or federal agencies or officials.

In addition, we typically prepare the notice of sale and summary notice of sale in bond transactions, as well as detailed continuing disclosure undertakings (if applicable). We also review and comment on the official statement and other sale documents prepared by the Town's municipal advisor in publicly-offered bond or note sales. Our review is for the limited purpose of ensuring conformity with the described record of proceedings. Except for such limited review of the official statement, we typically assume no responsibility for any disclosure which may be required under state or federal securities laws in connection with the issuance and sale of the obligations (excepting only the description of the obligations and the record of proceedings appearing in the offering documents) or for the accuracy, completeness or fairness of statements, representations, information or financial data supplied by the Town, by its municipal advisor, or by any financial institution providing credit enhancement for the obligations.

Fees

Our fees for our professional services for statements rendered in 2017 and 2018 (and then until such time as we modify them with you in writing) as bond counsel will be computed for each short-term and each long-term financing, and as described later in the letter, for our initial and special work associated with a particular project. We typically will send you bills at the conclusion of each financing and from time to time for our other work as described below.

Our fees for the financings are as set forth in the following schedules:

Borrowings:

Base Fee:

Notes: \$2,000 (new) or \$1,500 (renewal) (no official statement)
\$3,500 (new) or \$2,750 (renewal) (official statement)

Bonds: \$4,000 (new) or \$3,500 (renewal) (no official statement)
\$5,000 (new) or \$4,500 (renewal) (official statement)

Plus:

First \$3,000,000	\$1.00* per thousand
Amount from \$3,000,000 to \$6,000,000	\$0.85 per thousand
Amount from \$6,000,000 to \$12,000,000	\$0.70 per thousand
Amount over \$12,000,000	\$0.50 per thousand

*Commencing in 2018, such listed rate will increase annually by \$0.05 per thousand each January 1st.

In the case of a financing issue involving both new money and renewal money components for the same project, we would charge separate base fees for each new money component and for each renewal money component. The first of these base fees would be based on the type of the transaction (for example, whether the financing was a note or bond financing, and whether there was an official statement). Any additional base fees (for note or bond financings) would be at two-thirds the lowest level under our base fee schedule for notes. Additionally, to the extent that a different project is added to a financing (or in the case of multi-note or multi-purchaser issues), we would follow the same methodology. Under any scenario, the total of our additional base fees (beyond the first) will not exceed the greater of: four base fees or the base fees associated with 50% of the number of projects involved with the financing. (In such circumstances, such additional fee amount would typically be determined prior to the sale or pricing date.)

In the event that the Town decides to undertake a project of a small nature (less than approximately \$200,000), we will consider if a lesser fee amount would be appropriate in light of the other bond work that we perform for the Town.

We understand that the Town may be considering financing various projects through participation in financing programs offered by EFC and Rural Development. EFC Grid Notes would carry a base fee of \$3,500 plus an amount in the sliding scale identified above. EFC Bonds and Rural Development Bonds would carry a base fee of \$5,000 plus an amount from the sliding scale identified above. If the Town were to finance a project with EFC or Rural Development, our fees would be increased to reflect the additional work related to EFC and Rural Development financing programs. Our additional fees would be determined based upon our hourly rates as set forth below. Absent extenuating circumstances, we would estimate our additional legal fees for services as bond counsel would not exceed \$5,000 when such programs are utilized.

We have sought to create simple and predictable fee schedules that are fair and understandable to all parties and typically cover all the normal bond counsel services that we anticipate performing with respect to a bond or note closing. Unlike some other bond counsel firms, we have deliberately avoided setting artificially low "base" fees and then charging extra for a host of specific services that we consider to be part of the job (for example, setting up and printing the bonds and preparing and filing required IRS documents).

Over the most recent years, we have identified that some of our fixed fees for our upfront planning and structuring were not always aligned with the corresponding work. Accordingly, we have determined to bill for our fees for our upfront planning, structuring and authorization work on a particular project before it gets to the financing stage, as well as any specialty work or work beyond what we determine is customary for us in a typical transaction (at any stage) on an hourly basis in accordance with our normal hourly rates as determined each January. This will allow both the Town and us greater alignment with fees and services performed since each project is unique. Statements for such work will be sent to you from time to time. My current hourly rate is \$305. The current hourly rates of other attorneys that may become involved in this transaction generally fall in the range from \$215 to \$450. In recognition of the public nature of this work, we have determined that a reduction in the rates for some attorneys who work on your matter is appropriate. Accordingly, for such work, we will reduce our hourly rate by: (a) 5% for any attorney who works on your matter who has a billing rate of \$300 to \$400 and (b) by 10% for any attorney who works on your matter who has a billing rate of more than \$400. Paralegal rates average approximately \$155 per hour. You will be charged at the current hourly rate for any attorney or paralegal working on this matter, which will be disclosed to you at your request. We will utilize paralegals and associate attorneys (at relatively lower rates) where appropriate.

For typical lease/purchase transactions (including any related energy performance contract or other document review and negotiation), we will charge for all the work involved on an hourly basis, using the above-identified hourly rates (with a minimum fee equal to the fee that we would have charged had the transaction been conducted as a "new money" bond sale without an official statement). Our fee would cover all of our work for the lease/purchase financing, including the negotiation and delivery of the package of lease documents and the delivery of our final approving opinion in form satisfactory to the lessor and its counsel.

For advance refunding transactions, which involve more participants and are more complex in nature, our fee for issues under \$10,000,000 will be calculated off of a flat fee of \$17,500, plus an additional \$2,500 for each underlying series of bonds or notes being refunded. For transactions in excess of \$10,000,000, our fee will be subject to negotiation and agreement in light of the total size of the transaction and the savings to be realized by such refunding. Current refundings will be evaluated on a case-by-case basis, but our fees for those refundings will not exceed our stated fees for advance refundings. Note that these refunding transaction fees include within them all of our out-of-pocket disbursements (in order to provide for the absolute fee certainty that is necessary in these complicated transactions). Our fees are payable on closing and will be factored into the underwriter's cost of issuance calculations for payment out of the transaction proceeds—the Town would not typically pay them separately. These refunding transaction quotes assume the absence of any unusual complicating factors.

In addition to our fees, we will also request reimbursement of our direct, out-of-pocket disbursements that we incur on your behalf. These are usually modest. They typically include charges for photocopies of various documents, mileage reimbursement, extraordinary required travel costs (quite rare), overnight courier charges, and long distance telephone calls. To the extent such charges are continuing to be incurred as a final statement is rendered, we will make a good faith estimate of such charges and will make note of that on the final bill, rather than sending subsequent small "cleanup" statements.

Client Information

In performing our services as bond counsel to the Town, our client is the Town, and we represent its interests in connection with the issuance of the obligations. While the Town Board is the finance board of the Town under the New York Local Finance Law, the Town Board will usually delegate to the

Town Supervisor the responsibility of overseeing projects and providing for the issuance of the obligations necessary to fund those projects. We anticipate that the majority of our conversations and discussions will be with the Town Supervisor, the Attorney for the Town, other appropriate officials of the Town, the Town Clerk and other officers having responsibility for the projects and the issuance of the necessary obligations. By acceptance of this letter, the Town Board agrees that communications with such persons will fulfill our professional duty as bond counsel to communicate with the Town.

We will work cooperatively with the Attorney for the Town, and will rely on such other counsel to address matters falling outside the scope of our traditional bond counsel services (unless we are specifically requested to perform such services). Examples of such matters may include issues involving architectural, engineering and construction contracts, SEQRA work (unless undertaken by us, with the Town's approval, in connection with our work as bond counsel), and matters relating to litigation, public bidding and the general municipal laws governing the project(s) to be financed. To the extent that we are asked to perform any of these related (but "non-core") services, we will bill for our additional work from time to time. We believe that this approach best enables the Town to conveniently keep track of all project-related legal costs. We assume that any other parties involved in the issuance of the obligations will retain such counsel as they deem necessary and appropriate to represent their respective interests. Our representation of the Town will not alter our responsibility to render an objective opinion as bond counsel.

Conflicts of Interest

The Lawyer's Code of Professional Responsibility prohibits representation of multiple clients if the exercise of independent professional judgment on behalf of a client will be or is likely to be adversely affected by such multiple representation. As described above, in connection with the issuance of the obligations by the Town, the Town will be our client. We will not represent any other party involved in the issuance of the obligations on any substantially related matter.

As a matter of course, our firm regularly represents public authorities, banks, investment bankers and other corporate clients in public finance and other matters. Any one or more of these clients might become involved in the issuance of the obligations.

Our representation of these clients has occurred in the past, is presently ongoing, and we hope will continue in the future. Our conflicts partner has indicated to us that, if we represent a regular client in matters not related to the issuance of the obligations, a "potential" conflict of interest may arise if such client subsequently becomes a party to this transaction (by, for example, being the lowest bidder for the obligations), even if we are not representing such client in that particular transaction. Acceptance of this proposal will constitute a waiver by the Town of all such "potential" conflicts of interest, but will not constitute a waiver of an "actual" conflict of interest. An "actual" conflict of interest would exist in a situation where this firm represents the Town and another client in the same matter, such as representing a potential purchaser of the obligations in preparing its bid for the sale of the obligations by the Town. However, as noted above, we will not represent any bank, investment banker or other client in any matter related to the issuance of the obligations by the Town.

As we have discussed, you are aware that we represent many other clients in numerous and diverse matters. It is possible that, during the time that we are representing the Town as bond counsel, some of our past, present or future clients may have transactions with the Town. The Town agrees that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work as bond counsel for the Town (even if the interests of such clients in those other matters are directly adverse to the interests of the Town); however, we agree

that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of the Town, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the Town's material disadvantage.

Acceptance of this proposal further constitutes authorization by the Town to permit the Supervisor, or other authorized Town officials, to execute any writing required by our conflicts partner to resolve any such "potential" conflicts of interest that may arise in the future.

Arbitration

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Conclusion

We hope that the information set out above will be helpful to you. Please contact me within two weeks if you would like any portion of this letter clarified for you. Otherwise, we look forward to continuing to work with you under these arrangements. In closing, we want to reiterate that we value and appreciate the opportunity you have given us to be of continued service to the Town as bond counsel.

Very truly yours,



John A. Alessi

JAA/jap

cc. Katherine Kersch Bogan, Esq.

RESOLUTION TO APPROVE
WD#14, FINAL ORDER
ESTABLISHING DISTRICT
SUBJECT TO PERMISSIVE
REFERENDUM

**NOTICE OF ADOPTION OF RESOLUTION
CREATING THE TOWN OF RIDGEWAY
WATER DISTRICT NO. 14 IN THE TOWN OF RIDGEWAY,
SUBJECT TO PERMISSIVE REFERENDUM**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Ridgeway, Orleans County, New York, at a meeting held on February 21, 2017, adopted a resolution calling for the establishment of the Town of Ridgeway Water District No. 14 in the Town of Ridgeway consisting of the installation of approximately 20,600 linear feet of 8-inch water main along various road in the Town, along with the installation of valves, hydrants and appurtenances and the connection to existing water mains in the Town, as well as other such improvements as more fully identified in (or contemplated by) such map, plan and report prepared in connection with such project, including all related right-of-way costs, new service installation, site work and other ancillary work, preliminary costs and other improvements and costs incidental thereto, and in connection with the financing thereof (collectively referred herein as the "Water Improvement"). Such resolution was readopted due to the identification of a procedural issue that has since been resolved. The maximum amount proposed to be expended for the construction of the Water Improvement is estimated to be \$1,054,000, which amount is to be financed by the issuance of serial bonds in an aggregate principal amount not to exceed \$1,054,000, such amount to be offset by any federal, state, county and/or local funds received including, but not limited to, grants funds in an approximate amount of \$698,000 expected to be received from the United States of America - Rural Development Agency. The expected average annual cost to the Typical Property (as defined by Town Law) in the proposed District (which is a single family home) during the first year will be approximately \$689.92 (such amount includes construction financing costs (debt service) and estimated annual water usage costs); and each property will also have to provide for service from their home to the property line and internal plumbing modifications (as applicable) to set a meter and valves at an estimated one-time cost of approximately \$1,375 (actual costs will vary depending on the actual length of the service line and the complexity of installation). Such Resolution was adopted subject to permissive referendum pursuant to Town Law.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF RIDGEWAY, COUNTY OF
ORLEANS, STATE OF NEW YORK

Offered by Councilwoman Woodruff, who moved its Adoption.
Seconded by Councilman Toussaint

Resolved to set public hearing to override tax cap for 2018. Public Hearing to be set for March 20th 2017.

Adopted: 4 ayes 0 nays

RESOLUTION NO 50-2/21/2017

RESOLUTION: WD#13 APPROVE
ENGINEERING AMMENDMENT
NO. 3 AUTHORIZE SUPERVISOR
TO SIGN.

Offered by, Councilman Stalker who moved its Adoption.
Seconded by Councilman Toussaint.

Resolved authorize Supervisor to sign engineering amendment #3 for water district #13.

Adopted: 4 ayes 0 nays



CHATFIELD ENGINEERS, P.C. • 2800 Dewey Avenue • Rochester, New York 14616
February 20, 2017 (585) 227-6040 • Fax (585) 227-4233 CE #09-932

Supervisor Brian Napoli and
Town Board Members
Town of Ridgeway
410 West Avenue
Medina, NY 14103

RE: Town of Ridgeway Water District No. 13
Engineering Amendment No. 3

Dear Brian and Town Board Members:

Enclosed please find four (4) copies of the Engineering Amendment No. 3 for the above referenced project.

This Engineering Amendment is for the following items:

➤ **Additional Design Phase Services** to be completed as requested by the Town of Ridgeway for the 530 linear feet extension of 8" water main westerly along East Scott Road from the intersection of Bates Road. The Town of Ridgeway has requested that we include this additional water main to serve the property which is within the boundaries of Water District No. 13 and was inadvertently not included in the original bid plans. This work will include preparation of the necessary plans for the contractor to install the water main and appurtenances, negotiation of the necessary Change Order, and other administration tasks.

➤ **Additional Construction Phase Services:** Additional Construction Phase Services to be provided for the installation of the additional 530 linear feet of water main on East Scott Road. These services include meeting onsite with the contractor upon starting the work, a job progress meeting, preparation of a payment application and miscellaneous coordination and administration as necessary to complete this phase of work.

➤ **Additional Resident Project Representation Services:** Additional Resident Project Representation Services to be provided for the installation of the additional 530 linear feet of water main on East Scott Road.

Please note that these services will be paid out of the GRANT proceeds from USDA Rural Development.

Please return four (4) copies of the signed Amendments to our office for further processing with USDA Rural Development.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,


Paul R. Chatfield, P.E.

Enc.

Copies by Email Only to:

Barb Klatt, Town Clerk (w/ Enc.)
Mark Goheen, Town Highway Supt. (w/ Enc.)
Kathy Dear, Labella Associates (w/ Enc.)

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

1. *Background Data:*

- September 16, 2013
- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: Town of Ridgeway
- c. Engineer: Chatfield Engineers, P.C.
- d. Project: Town of Ridgeway Water District No. 13

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform or furnish the following Additional Services:

- *Additional Design Phase Services to be completed as requested by the Town of Ridgeway for the 530 linear feet extension of 8" water main westerly along East Scott Road from the intersection of Bates Road. The Town of Ridgeway has requested that we include this additional water main to serve the property which is within the boundaries of Water District No. 13 and was inadvertently not included in the original bid plans. This work will include preparation of the necessary plans for the contractor to install the water main and appurtenances, negotiation of the necessary Change Order, and other administration tasks.*
- *Additional Construction Phase Services: Additional Construction Phase Services to be provided for the installation of the additional 530 linear feet of water main on East Scott Road. These services include meeting onsite with the contractor upon starting the work, a job progress meeting, preparation of a payment application and miscellaneous coordination and administration as necessary to complete this phase of work.*

➤ **Additional Resident Project Representation Services:** Additional Resident Project Representation Services to be provided for the installation of the additional 530 linear feet of water main on East Scott Road.

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: **(No Changes)**
- c. The responsibilities of Owner are modified as follows: **(No Changes)**
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - **Design Phase Services:** \$ 3,168 Lump Sum
 - **Construction Phase Services:** \$ 740 Lump Sum
 - **Resident Inspection Services:** \$2,176 Lump Sum
- e. The schedule for rendering services is modified as follows: **(No Changes)**
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: **(No Changes)**

Engineering Amendment Attachment is attached to this Exhibit

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 72,142.00
b. Net change for prior amendments:	\$ 2,441.67
c. This amendment amount:	\$ 6,084.00
d. Adjusted Agreement amount:	\$ 80,667.67

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: Town of Ridgeway

ENGINEER: Chatfield Engineers, P.C.

By: Brian Napoli

By: Paul R. Chatfield, P.E.

Title: Town Supervisor

Title: President

Date Signed: _____

Date Signed: February 20, 2017

**USDA - Rural Development
Engineering Amendment Attachment
(EJCDC E-500, Exhibit K - 2014 Edition)**

Amendment No. Three (3)

Applicant/Borrower: Town of Ridgeway Water District No. 13

Engineer/Architect: Chatfield Engineers, P.C.

	Original Agreement Amount	Previous Increase/Decrease	Increase/Decrease this Amendment	Revised Amount
Study and Report Phase	\$2,563.50	\$0.00	\$0.00	\$2,563.50
Preliminary Design Phase	\$15,636.00	\$0.00	\$0.00	\$15,636.00
Final Design Phase	\$16,654.00	\$0.00	\$3,168.00	\$19,822.00
Bidding and Negotiation Phase	\$2,108.00	\$0.00	\$0.00	\$2,108.00
Construction Phase Services	\$9,772.00	\$0.00	\$740.00	\$10,512.00
Post Construction Phase	\$268.00	\$0.00	\$0.00	\$268.00
Resident Inspection	\$22,630.00	\$0.00	\$2,176.00	\$24,806.00
Additional/Other Services (Specify):				
Printing	\$2,510.50	\$146.67	\$0.00	\$2,657.17
Preparation of Easement Maps	\$0.00	\$2,295.00	\$0.00	\$2,295.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals	\$72,142.00	\$2,441.67	\$6,084.00	\$80,667.67

USDA - Rural Development Concurrence

By: _____

Typed Name: John T. Helgren, P.E.

Title: State Engineer for USDA - RD

Date: _____

Updated: 9/09

Offered by, Councilman Stalker who moved its Adoption.
Seconded by Councilman Toussaint.

Resolved to approve WD#13 change order # 4 \$32,000.00 extension on E. Scott road.

Adopted: 4 ayes 0 nays

Change Order No. Four (4)

Date of Issuance: February 6, 2017	Effective Date: February 6, 2017
Owner: Town of Ridgeway	Owner's Contract No.:
Contractor: Sergi Construction, Inc.	Contractor's Project No.:
Engineer: Chatfield Engineers, P.C.	Engineer's Project No.: 09-932
Project: Water District No. 13	Contract Name: Water Main Installation

The Contract is modified as follows upon execution of this Change Order:

Description: Installation of additional 530 linear feet of water main and appurtenances along East Scott Road from Bates Road to the west, within the boundaries of Water District No. 13.

Attachments: *Breakdown of unit price items, cut-in tee and mobilization.*

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIMES

Original Contract Price:

\$ 644,092.00

[Increase]-[Decrease] from previously approved Change Orders No. 1-3:

\$ 15,760.68

Contract Price prior to this Change Order:

\$ 659,852.68

[Increase] [Decrease] of this Change Order:

\$ 32,000.00

Contract Price incorporating this Change Order:

\$ 691,852.68

Original Contract Times:

Substantial Completion: November 15, 2016

Ready for Final Payment: December 15, 2016

days or dates

[Increase]-[Decrease] from previously approved Change Orders No. to No. :

Substantial Completion: N/A

Ready for Final Payment: N/A

days

Contract Times prior to this Change Order:

Substantial Completion: November 15, 2016

Ready for Final Payment: December 15, 2016

days or dates

[Increase]-[Decrease] of this Change Order:

Substantial Completion: May 1, 2017

Ready for Final Payment: June 1, 2017

days or dates

Contract Times with all approved Change Orders:

Substantial Completion: May 1, 2017

Ready for Final Payment: June 1, 2017

days or dates

RECOMMENDED:

By: [Signature]
Engineer (If required)

Title: PRESIDENT
Date: 2/8/17

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Title: SUPERVISOR
Date: 2/21/17

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Title: sec/treas
Date: 2-13-17

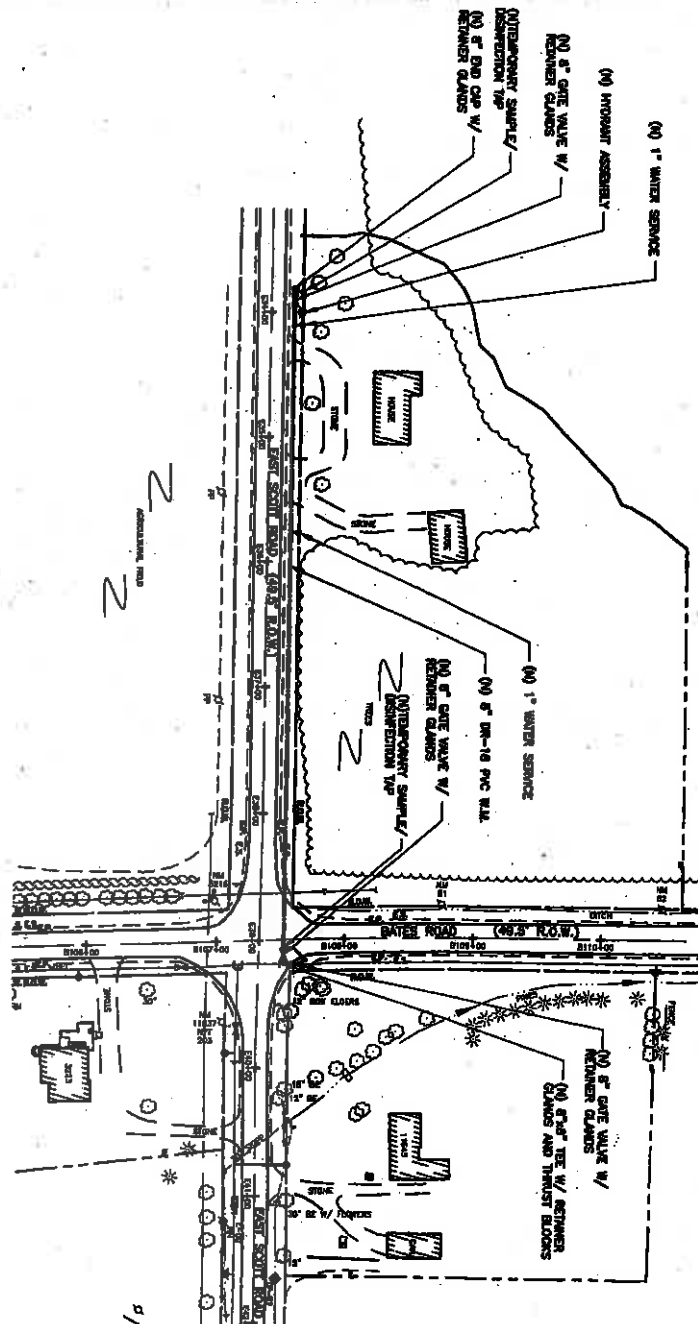
Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Town of Ridgeway Water District No. 13

Change Order No. 4 is summarized as follows:

Description	Unit	Quantity Installed	Unit Price	Price
8" DR-18 PVC Water Main	LF	530	\$22.40	\$11,872.00
Select Fill	CY	100	\$14.50	\$1,450.00
1" Corp Stop, Tap and Saddle	EA	2	\$148.00	\$296.00
1" Curb Stop & Buffalo Box	EA	2	\$175.00	\$350.00
1" Short Side PE SDR-9	LF	30	\$5.00	\$150.00
Hydrant Assembly	EA	1	\$3,250.00	\$3,250.00
8" Gate Valve & Box	EA	3	\$1,055.00	\$3,165.00
Asphalt Road Restoration	LF	60	\$16.50	\$990.00
Crushed Stone Driveway Restoration	LF	60	\$4.00	\$240.00
Cut-in Tee Connection	LS	1	\$5,000.00	\$5,000.00
Mobilization	LS	1	\$5,237.00	\$5,237.00
Total of All Unit Price Items				\$32,000.00



RESOLUTION NO.52-2/21/2017

RESOLUTION APPROVE
MEMORANDUM OF AGREEMENT
WITH ORLEANS
COUNTY FOR WESTERN
ORLEANS COMPREHENSIVE PLAN
UPDATE. AUTHORIZE
SUPERVISOR TO SIGN.

Offered by Councilman Toussaint, who moved its Adoption.
Seconded by Councilman Stalker.

Resolved to approve Memorandum of Agreement with Orleans County for Western Orleans
Comprehensive Plan Update. Authorize Supervisor to sign.

Adopted:

4 ayes

0 nays



James R. Bensley, AICP
Director

COUNTY OF ORLEANS
Department of
Planning and Development

14016 Route 31 West • Albion, New York 14411
Phone: (585) 589-3198 • Fax: (585) 589-8105
www.orleanscountyny.gov

February 16, 2017

Brian P. Napoli, Supervisor
Town of Ridgeway
410 West Avenue
Medina, New York 14103

Dear Supervisor Napoli:

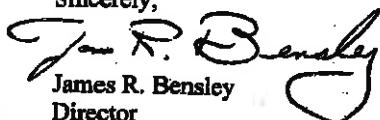
Enclosed is the agreement I mentioned would be forthcoming in my e-mail at the end of last year. It makes our arrangement with regard to the preparation of the Western Orleans Comprehensive Plan more explicit, and was, in fact, recommended and approved as to form by our County Attorney so that each of our responsibilities to the project are clear.

Please contact me at your earliest convenience either by phone (direct line 589-3189) or email (james.bensley@orleanscountyny.gov) should you have any questions or concerns. If you are satisfied with the content, please: 1) sign both agreements, 2) keep one original for your municipality, and 3) return the other to me. It is our objective for the County to execute an identical agreement with each of the five towns and villages in Western Orleans County. For that reason, I have tried to keep the language brief and straightforward.

Allow me to take this opportunity to outline the next steps. Once we receive signed agreements from all five municipalities, we will invoice each town and village for their proportional shares of the cost of bulk mailing and printing. That will enable us to mail the survey to 6,000 addresses. As we approach the survey mail-out date – tentatively March 15th – we will be asking you to jointly sign a cover letter endorsing the survey and explaining its purpose to the recipients. (You may recall that you already approved it in draft form.) It is also our goal to gather as many of you and your fellow chief elected officials together as possible for a quick photo opportunity around a drop-off box so that we might get some coverage by the local media. This could positively impact our response rate. It is noteworthy that we still expect Ridgeway's share of the survey printing and mailing costs to approximate the quote we provided you via e-mail in late December 2016 (\$1,443.64), though please do not submit a payment at this time.

I look forward to hearing from you soon.

Sincerely,


James R. Bensley
Director

Memorandum of Agreement
Between Orleans County and the Town of Ridgeway
for the

Western Orleans Comprehensive Plan Update

WHEREAS, the Orleans County Legislature authorized a Memorandum of Agreement for the Orleans County Department of Planning and Development to provide staff assistance over a maximum of eighteen months at no charge to the Towns of Ridgeway, Shelby, and Yates and the Villages of Lyndonville and Medina in the update of the Western Orleans Comprehensive Plan, and

WHEREAS, the Towns of Ridgeway, Shelby, and Yates and the Villages of Lyndonville and Medina have agreed to reimburse the County Department of Planning and Development for certain non-labor costs associated with the project including bulk mailing, stationery, printing, labels, and publishing;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood by and between Orleans County and the Town of Ridgeway as follows:

1. The term of this agreement is January 1, 2017 through June 30, 2018.
2. The Orleans County Department of Planning and Development (OCDPD) shall provide at no cost to the Town of Ridgeway professional and administrative staff support in preparation of a revised Western Orleans Comprehensive Plan (WOCP). Such support shall include attendance and technical guidance at meetings of the WOCP Advisory Committee, and preparation of programs, agendas and minutes in advance of said meetings.
3. OCDPD shall prepare a resident and landowner survey as deemed acceptable to the WOCP Advisory Committee and shall be responsible for both its distribution to residents and non-resident property owners and tabulation of results.
4. OCDPD shall compose revisions to the WOCP as deemed acceptable to the WOCP Advisory Committee. OCDPD shall be responsible for preparing any of the following content of the WOCP: narratives, tables, charts, graphs, illustrations, photos.
5. The Orleans County Department of Planning and Development (OCDPD) shall prepare and provide invoices to the Town of Ridgeway for proposed expenses related to the revision of the Western Orleans County Comprehensive Plan. These shall include bulk mailing of a survey form to residents and non-resident landowners, paper, envelopes, and printing/publishing costs.
6. Apportionment of costs to the Town of Ridgeway and the four other towns and villages comprising Western Orleans shall be based on the total number of unique tax parcels within the municipality. The total number of unique tax parcels in the Towns of Ridgeway, Shelby, and Yates, shall exclude those parcels within a village or portion thereof.
7. OCDPD shall make all reasonable efforts to obtain the lowest cost for these services and supplies from vendors.
8. Upon receipt of an invoice, the Town of Ridgeway shall make prompt payments, as progress on the project is dependent on receipt of funds to proceed with each task. Instructions for submittal of payment shall be included with each invoice.
9. The Chair and Vice-Chairman of the WOCP Advisory Committee shall be copied on all invoices that are sent to each town and village.

Dated: 2/7/17

APPROVED
Orleans County Legislature
Date: 12/21/16 Resolution No. 457-12/16



County of Orleans

David Schubel
Chairman of the Legislature

Town of Ridgeway

Brian Taylor
Supervisor

Dated: _____

Sign Here

RESOLUTION TO AMBULANCE/SHARED
SERVICE AGREEMENT WITH MEDINA,
SHELBY AND YATES WITH THE
CONDITION THAT THE VILLAGE WILL
PROVIDE
ON A MONTHLY BASIS TO THE TOWN OF
RIDGEWAY AND YATES A
REPORT CONSISTING OF THE TOTAL
NUMBER OF CALLS PER MONTH AND
THE GEOGRAPHIC BREAKDOWN OF
THOSE CALLS.

Offered by Councilman Stalker, who moved its adoption.
Seconded by Councilwoman Woodruff

Resolved to Ratify Ambulance/Shared Service Agreement with Medina, Shelby and
Yates with the Condition the village will provide on a monthly basis to the Town of
Ridgeway and Yates a report of the total number of all call per month and the geographic
breakdown of those calls .

VILLAGE/TOWN AMBULANCE SHARED SERVICE AGREEMENT

This Shared Services Agreement (known as the "Agreement"), made as of the
_____ day of _____, 2017, supersedes the Agreement between the
VILLAGE OF MEDINA, TOWN OF YATES, TOWN OF SHELBY and the TOWN OF
RIDGEWAY dated July 18, 2007.

This Agreement, made as of the _____ day of _____, 2017, by
and between the VILLAGE OF MEDINA, a municipal corporation in Orleans County,
State of New York, with its principal offices at 119 Park Avenue, Medina, New York
14103, hereinafter referred to as the "VILLAGE", and the TOWN OF YATES, the TOWN
OF SHELBY and the TOWN OF RIDGEWAY, municipal corporations situate in Orleans
County, State of New York, with principal offices at 8 South Main Street, Lyndonville,
New York 14098, 4062 Salt Works Road, Medina, New York 14103, and 410 West
Avenue, Medina, New York 14103, respectively, hereinafter referred to as the
"TOWNS".

WHEREAS, the VILLAGE is the owner and operator of an ambulance service,
together with equipment and supplies necessary for primary ambulance services, and
has provided such service as needed, for sick or injured persons found within the
boundaries of the VILLAGE; and

WHEREAS, the TOWNS have no such service, and have previously contracted
with the VILLAGE for such service, and are desirous of continuing contracting from the
VILLAGE for ambulance for sick or injured persons found within the boundaries outside
the VILLAGE.

NOW, THEREFORE, in consideration of the premises and the covenants
hereinafter contained and pursuant to the General Municipal Law of the State of New
York, it is agreed between and among the parties hereto as follows:

1. The VILLAGE agrees to provide primary ambulance service, as needed,
for the purpose of providing advanced life support services and transporting sick or
injured persons found within the boundaries of the TOWNS and their hamlets and
villages, as long as the VILLAGE operates an ambulance service for the term of this
Agreement.

2. Each of the parties will appoint a member of their Town Boards to an Ambulance Advisory Board, which shall be chaired by the Mayor or designee of the VILLAGE. The Fire Chiefs of each fire company within the territory covered by this Agreement shall also be members of the Ambulance Advisory Board. The Advisory Board will meet at least semi-annually, once in January and once in June, or upon written request to the Mayor of the VILLAGE or by any Town Supervisor. The primary goals of the Advisory Board are to recommend to the VILLAGE ways to help eliminate the deficit, as well as recommend ways to enhance and expand services.

3. Billing for ambulance service will be handled by the VILLAGE OF MEDINA or its contractor or designee. Rates charged for ambulance services provided outside the VILLAGE OF MEDINA, in the Towns of Ridgeway, Shelby and Yates will be the same for ambulance service in the VILLAGE OF MEDINA. The Village Board, in its sole discretion, reserves the right to make reasonable adjustments to the mileage and other charges as deemed necessary as circumstances warrant.

4. The TOWNS and the VILLAGE OF MEDINA, collectively, agree the cost of an ambulance is \$160,000.00, which has an eight (8) year depreciation. Each TOWN and the VILLAGE OF MEDINA agree to include \$80,000.00 (\$20,000.00 depreciation per year x 4 ambulances) annually to the deficit of the VILLAGE OF MEDINA ambulance budget. (The deficit will be determined by subtracting the total amount of ambulance revenue collected in the VILLAGE fiscal year from the budgeted ambulance account). The VILLAGE OF MEDINA agrees to add the collective amount of \$80,000.00 to a dedicated ambulance replacement reserve fund in its annual budget. It is also collectively agreed that the cost of the ambulance may need to be adjusted during the contract to allow for increased cost. Each TOWN's and the VILLAGE's *pro-rata* shared service will be determined by the percentage of ambulance responses in their respective TOWNS during the period between September 1 through August 31 of the preceding year. The VILLAGE will notify the TOWNS by September 30th, of the amount owed to the VILLAGE for the succeeding calendar year. The VILLAGE will recalculate the contract payment on a yearly basis as per the attached formula. In addition, if there should be a surplus in the ambulance budget fund, said surplus shall

be utilized to reduce the cost of the ambulance service as calculated herein on the aforementioned *pro-rata* basis.

5. Each TOWN agrees to make payment to the VILLAGE on February 15th, of each year of this Agreement. The TOWNS of RIDGEWAY and SHELBY shall levy all payments made to the VILLAGE pursuant to this Agreement against parcels situated outside the VILLAGE, and shall not assess the cost of residential property owners on a town-wide basis.

6. The VILLAGE has the right to pursue both soft and hard billing, as well as the use of a collection agency to users of the ambulance service who do not pay or make payments to the VILLAGE for services rendered.

7. The VILLAGE agrees that it, or its designee or agent, will keep and maintain records of the names and addresses of the persons served by the VILLAGE's ambulances and the mileage traveled in connection with the service rendered to such persons.

8. The VILLAGE reserves the exclusive right to formulate rules and regulations relating to the operation and maintenance of the ambulance, equipment, and personnel involved in providing such emergency service. However, the VILLAGE will take in to consideration any recommendations of the Ambulance Advisory Board with regard to the operation of the ambulance service.

9. The VILLAGE agrees to:

a. Maintain the confidentiality of patient information acquired in the course of providing services under this Agreement, and will not release any confidential information without prior written authorization from the patients duly authorized representative in accordance with state law;

b. Maintain all certifications and licenses, as required by local and state agencies governing ambulance operations;

c. Keep the TOWNS informed of its policies, procedures and activities that have a bearing on the VILLAGE fulfilling its obligations under this Agreement; and

d. Provide ambulance and advanced life support services in a manner that does not discriminate against any person on the basis of age, sex, marital status, sexual orientation, race, religion, ancestry, national origin, disability, handicap, health

status or other unlawful basis, including, without limitation, the filing by a person of a complaint, grievance, or legal action against the VILLAGE, TOWNS or another person or entity.

10. The VILLAGE agrees to maintain general liability, professional medical malpractice, auto, bodily injury and property damage liability insurance coverage in reasonable amounts satisfactory to all parties of this Agreement, and Workers' Compensation and disability benefits coverage as required by the State of New York.

11. The TOWNS agree to indemnify and hold harmless the VILLAGE, its employees and agents, from and against any and all claims, losses, liability, cost or expenses, including reasonable attorney's fees, arising out of bodily injury (including death), or property damage, that occur as a result of the intentional, reckless or negligent acts or omissions of the TOWNS, their employees or agents.

12. The VILLAGE agrees to indemnify and hold harmless the TOWNS, their employees and agents from and against any and all claims, losses, liability, cost or expenses, including reasonable attorney's fees, arising out of bodily injury (including death), or property damage, that occur as a result of the negligent acts or omissions of the VILLAGE, its employees or agents.

13. No right or obligation hereunder may, in any way whatsoever, be assigned or delegated to a third party without the express prior written consent of the other parties, and any attempted assignment without such consent shall be considered null and void.

14. The term of this Agreement shall run for five (5) years, commencing on the complete execution of the Agreement by all its signing parties. This Agreement may be extended by any party hereto as set forth herein. This Agreement will remain in effect until any of the parties give notice to the other parties of its intentions to terminate this Agreement, which said notice shall be given at least ninety (90) days prior to termination. Said notice to terminate this Agreement shall be in writing to the main business address of the respective parties to this Agreement, and shall terminate this Agreement upon ninety (90) days notice, with no additional rights or responsibilities being conferred to any party to the Agreement. Upon said proper Notice of Termination

of this Agreement, any amounts due and owing under this Agreement, or overpaid, will be remitted on a *pro-rated* basis using the final date of termination of this Agreement.

15. **Notices.** Any notice or communication by any Party to the other, required or permitted hereunder, shall be in writing and shall be deemed duly served as of (a) the date it is delivered by hand, (b) three (3) business days after having been mailed by certified mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent for delivery on the next business day, shipping prepaid, or by a national recognized overnight courier, in each case to the receiving Party at the address set forth below, or at such other address as a Party may designate by written notice to the other Party sent in the manner set forth herein.

To the Village at:

119 Park Avenue
Medina, New York 14103
Atten: Mayor

To the Town of Ridgeway:

410 West Avenue
Medina, New York 14103
Atten: Supervisor

To the Town of Shelby:

4062 Salt Works Road
Medina, New York 14103
Atten: Supervisor

To the Town of Yates:

8 South Main Street
P.O. Box 484
Lyndonville, New York 14098
Atten: Supervisor

Either Party may change its address(es) for purposes of this paragraph by giving the other Party notice of the new address(es) in the manner set forth above.

16. **Waiver.** A waiver of any of the terms and conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instances to which the waiver is directed. No waiver of any of the terms of this Agreement shall be valid unless in writing and designated as such. Any forbearance or delay on the part of any Party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence.

17. **Dispute Resolution.** If a Party to this Agreement has reasonable grounds to believe that another Party hereto has failed to perform any obligation hereunder, such Party shall promptly notify the other Party, in writing, within thirty (30) days of receipt of such notice and either provide evidence of cure of such failure, or provide an explanation of why it believes that its performance is in accordance with the terms and conditions of this Agreement, and also specify three (3) dates, all of which must be business days within thirty (30) days from the date of its response, for a meeting of the designated representatives of the Parties, each of whom shall have the authority to resolve and settle the dispute. The Party claiming failure of performance shall then select one (1) of the three (3) dates, and a dispute resolution meeting shall be held. If the Parties cannot, in good faith discussions, resolve their dispute, they shall be free to pursue all remedies allowed at law and/or in equity, without prejudice.

18. **Entire Agreement.** Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement (including all appendices, schedules, exhibits, or addenda attached hereto constitutes the entire agreement and understanding of the Parties, and supersedes all prior and contemporaneous proposals, agreements and understandings, oral and written, relating to the subject matter of this Agreement.

19. **Applicable Law.** This Memorandum shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to principles or conflicts of law.

20. **Severability.** If any provision of this Agreement shall be held by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be of no force and effect, and such invalidity, illegality, or unenforceability shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

21. **Force Majeure.** Neither party hereto shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to act of God, accident, fire, flood, storm, riot, war, act of terrorism, sabotage, explosion, strike, concerted acts of workers, national defense requirement, governmental law, ordinance, rule or regulation (whether valid or invalid), act of any non-Party governmental body

(including any delay in decisions regarding permits, authorizations or funding, or delays in funding, by any governmental authority), extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment, transportation, permits, or licenses, or any similar or different contingency beyond its reasonable control which would prevent or delay performance or make performance commercially impracticable.

22. **Modifications**. No modification of this Agreement shall bind any Party unless expressly set forth, in writing, and manually signed and accepted by an authorized representative of the Party sought to be bound by such writing.

23. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the Parties or signatories hereto may execute this Agreement by signing any such counterpart.

24. **Headings and Drafting of Agreement**. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are, in no way, intended to define, limit, expand, or describe the scope of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officials as of the day and year first above written.

VILLAGE OF MEDINA

By: _____
Name: MICHAEL SIDARI
Title: Mayor
Date: _____

TOWN OF RIDGEWAY

By: _____
Name: BRIAN P. NAPOLI
Title: Supervisor

Date: _____

TOWN OF SHELBY

By: _____
Name: **MERLE DRAPER**
Title: **Supervisor**
Date: _____

TOWN OF YATES

By: _____
Name: **JAMES SIMON**
Title: **Supervisor**
Date: _____

RESOLUTION NO 54-2/21/2017

**RESOLUTION TO APPROVE
CHATFIELD ENGINEERS
AMMENDMENT #B FOR
WATER DISTRICT #13**

Offered by, Councilman Stalker who moved its Adoption.
Seconded by Councilman Toussaint.

Resolved to approve Chatfield Engineers Amendment #B for Water District #13.

Adopted:

4 ayes

0 nays



CHATFIELD ENGINEERS, P.C. • 2800 Dewey Avenue • Rochester, New York 14616
(585) 227-6040 • Fax (585) 227-4233

February 20, 2017

CE #09-932

Supervisor Brian Napoli and
Town Board Members
Town of Ridgeway
410 West Avenue
Medina, NY 14103

RE: Town of Ridgeway Water District No. 13
Engineering Amendment No. 3

Dear Brian and Town Board Members:

Enclosed please find four (4) copies of the Engineering Amendment No. 3 for the above referenced project.

This Engineering Amendment is for the following items:

- **Additional Design Phase Services** to be completed as requested by the Town of Ridgeway for the 530 linear feet extension of 8" water main westerly along East Scott Road from the intersection of Bates Road. The Town of Ridgeway has requested that we include this additional water main to serve the property which is within the boundaries of Water District No. 13 and was inadvertently not included in the original bid plans. This work will include preparation of the necessary plans for the contractor to install the water main and appurtenances, negotiation of the necessary Change Order, and other administration tasks.
- **Additional Construction Phase Services:** Additional Construction Phase Services to be provided for the installation of the additional 530 linear feet of water main on East Scott Road. These services include meeting onsite with the contractor upon starting the work, a job progress meeting, preparation of a payment application and miscellaneous coordination and administration as necessary to complete this phase of work.
- **Additional Resident Project Representation Services:** Additional Resident Project Representation Services to be provided for the installation of the additional 530 linear feet of water main on East Scott Road.

Please note that these services will be paid out of the GRANT proceeds from USDA Rural Development.

Please **return four (4) copies of the signed Amendments** to our office for further processing with USDA Rural Development.

If you should you have any questions or comments, please do not hesitate to call.

Sincerely,

Paul R. Chatfield, P.E.

Enc.

Copies by Email Only to:

Barb Klatt, Town Clerk (w/ Enc.)
Mark Goheen, Town Highway Supt. (w/ Enc.)
Kathy Dear, Labella Associates (w/ Enc.)

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: September 16, 2013
- b. Owner: Town of Ridgeway
- c. Engineer: Chatfield Engineers, P.C.
- d. Project: Town of Ridgeway Water District No. 13

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform or furnish the following Additional Services:

- *Additional Design Phase Services to be completed as requested by the Town of Ridgeway for the 530 linear feet extension of 8" water main westerly along East Scott Road from the intersection of Bates Road. The Town of Ridgeway has requested that we include this additional water main to serve the property which is within the boundaries of Water District No. 13 and was inadvertently not included in the original bid plans. This work will include preparation of the necessary plans for the contractor to install the water main and appurtenances, negotiation of the necessary Change Order, and other administration tasks.*
- *Additional Construction Phase Services: Additional Construction Phase Services to be provided for the installation of the additional 530 linear feet of water main on East Scott Road. These services include meeting onsite with the contractor upon starting the work, a job progress meeting, preparation of a payment application and miscellaneous coordination and administration as necessary to complete this phase of work.*

➤ **Additional Resident Project Representation Services:** Additional Resident Project Representation Services to be provided for the installation of the additional 530 linear feet of water main on East Scott Road.

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: *(No Changes)*
- c. The responsibilities of Owner are modified as follows: *(No Changes)*
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- **Design Phase Services:** \$ 3,168 Lump Sum
 - **Construction Phase Services:** \$ 740 Lump Sum
 - **Resident Inspection Services:** \$2,176 Lump Sum
- e. The schedule for rendering services is modified as follows: *(No Changes)*
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: *(No Changes)*

Engineering Amendment Attachment is attached to this Exhibit

5. Agreement Summary (Reference only)

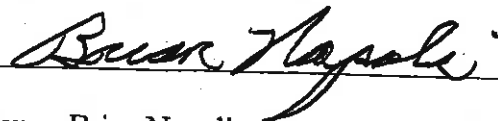
a. Original Agreement amount:	\$ 72,142.00
b. Net change for prior amendments:	\$ 2,441.67
c. This amendment amount:	\$ 6,084.00
d. Adjusted Agreement amount:	\$ 80,667.67

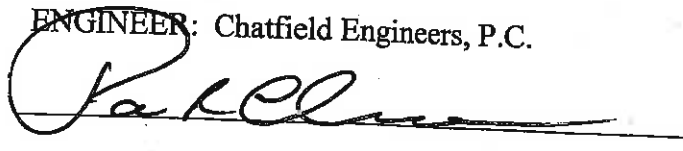
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: Town of Ridgeway

ENGINEER: Chatfield Engineers, P.C.





By: Brian Napoli

By: Paul R. Chatfield, P.E.

Title: Town Supervisor

Title: President

Date Signed: _____

Date Signed: February 20, 2017

**USDA - Rural Development
Engineering Amendment Attachment
(EJCDC E-500, Exhibit K - 2014 Edition)**

Amendment No. _____

Three (3)

Applicant/Borrower: _____

Town of Ridgeway Water District No. 13

Engineer/Architect: _____

Chatfield Engineers, P.C.

	Original Agreement Amount	Previous Increase/ Decrease	Increase/ Decrease this Amendment	Revised Amount
Study and Report Phase	\$2,563.50	\$0.00	\$0.00	\$2,563.50
Preliminary Design Phase	\$15,636.00	\$0.00	\$0.00	\$15,636.00
Final Design Phase	\$16,654.00	\$0.00	\$3,168.00	\$19,822.00
Bidding and Negotiation Phase	\$2,108.00	\$0.00	\$0.00	\$2,108.00
Construction Phase Services	\$9,772.00	\$0.00	\$740.00	\$10,512.00
Post Construction Phase	\$268.00	\$0.00	\$0.00	\$268.00
Resident Inspection	\$22,630.00	\$0.00	\$2,176.00	\$24,806.00
Additional/Other Services (Specify):				
Printing	\$2,510.50	\$146.67	\$0.00	\$2,657.17
Preparation of Easement Maps	\$0.00	\$2,295.00	\$0.00	\$2,295.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals	\$72,142.00	\$2,441.67	\$6,084.00	\$80,667.67

USDA - Rural Development Concurrence

By: _____

Typed Name: John T. Helgren, P.E.

Title: State Engineer for USDA - RD

Date: _____

OTHER BUSINESS:

FIRE COMPANY REPORT

Chief Marchner read the report



Ridgeway Volunteer Fire Company, Inc.

11392 Ridge Road

PO Box 816

Medina, NY 14103-0816

E Mail: ridgewayfiredept@rochester.rr.com

Web Site: ridgewayfire.org

Station #1 (585) 798-2076

Fax # (585) 798-5350

MONTH OF JANUARY 2017 REPORT

1-TRASH FIRE
2-HAZARDOUS CONDITIONS
2-MUTUAL AID
4-MVA
14-EMS

TOTAL CALLS - 23

109 MAN HOURS ON THE ABOVE CALLS
5.9 FIREFIGHTERS PER CALL

JAN. 4TH LADDER TESTING AS PER NFPA 1932
JAN.10TH FIRE SCENE PRESERVATION CLASS GIVEN BY
COUNTY INVESTIGATORS
JAN.17TH TOUR AND PRE-PLAN AT BRUNNERS
JAN.19TH COLLINS ENGINEERING REQUESTED SOMEONE TO
STANDBY WHILE THEY
INSPECTED TUNNEL TO CANAL IN KNOWLESVILLE
DUE TO CONFINED SPACE
JAN.21ST CLASS GIVEN BY ASST. CHIEF MCADOO AT
JUNIOR WILSONS SPORTSMENS
CLUB FOR EMPLOYEES ON USE OF A.E.D.

RESPECTFULLY,

A handwritten signature in cursive script, appearing to read "Don Marchner", with a long horizontal flourish extending to the right.

DON MARCHNER
FIRE CHIEF

DEPARTMENT AND COUNTY LEGISLATOR REPORT

Assessor, Trisha Laszewski thanked the Board for their support on the approval of the reassessment for 2018. Laszewski further stated that she was working on Carianne Glasses qualifications review to see if she now qualifies for classes for Assessor training. If she qualifies Carianne will more than likely have to take summer classes at Cornell. Laszewski said that Carianne has been very busy with Star applications. Laszewski also stated that the Office of the Aging in Albion has been doing an excellent job notifying senior citizens that haven't yet filed that they need to come in, this is something that the Assessor's office usually does, but with Carianne on vacation the office has been much too busy.

Town Clerks Office Deputy Kaiser stated that we have taken taxes and water bills and dogs, and all is going well.

Code Enforcement Officer, Dan Wolfe stated that he should have his junkyard renewals for next month's meeting. Thanks go to Kathy Bogan and the Town Board for the passing of Local Law #1 regarding solar energy, as the zoning board has received two applications for residential solar panels.

Highway Superintendent, Mark Goheen, stated that there are trees coming down on Mill Road. Goheen stated that they were getting bottles ready for water testing on Water District #14.

Attorney, Kathy Bogan stated that there was a lot of work starting Water District #14. Bogan further stated that she would be getting Local Law #2 started.

COUNCILMAN REPORT

Legislator Johnson was not present as she was attending a meeting in Albany.

Councilwoman Woodruff stated that she had attended the Fire Companies Installation Banquet at the end of January and what a great job Ridgeway Fire Department does running as a Brotherhood, Sisterhood atmosphere and wishes the Politician could run that way.

Councilman Stalker stated that he was glad to see WD#14 underway.

Councilman Toussaint had nothing to add at this time.

RESIDENT CONCERNS

Kevin Bogan was in attendance to bring in his son **Nicholas Bogan's** Eagle Scout project which was a new cemetery sign for Daniels Cemetery. Bogan asked if there was anything regarding the posts or if there was a need for a sign permit? At which time Code enforcement Office Wolfe said that he would take care of the permit application and wave the fee, as he has done in the past for the Scouts

RESOLUTION NO. 55-2/21/2017

RESOLUTION TO PAY BILLS

Offered by Councilman Toussaint, who moved its adoption.
Seconded by Councilman Stalker.
Resolved to pay bills as presented:

Adopted: 4 ayes 0 nays

PREPAID ABSTRACT	\$ 14,678.39
ABSTRACT	\$ 56,428.50
TOTAL ABSTRACT	\$ 71,106.89

Adopted: 4 ayes 0 nays

ADJOURNMENT

As there was no further business to discuss, a motion was made to adjourn the meeting at 7:45 P.M. by Councilman Stalker and seconded by Councilwoman Woodruff.

Town of Ridgeway,

Karen L. Kaiser
Deputy Town Clerk

