

**TOWN OF RIDGEWAY  
TOWN BOARD MEETING  
MONDAY, JULY 18, 2016 -7:05 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	Councilwoman

**Others:**

Mark Goheen	Hwy Superintendent
Katherine Bogan	Attorney
Patricia Laszewski	Assessor
Karen Kaiser	Deputy Town Clerk
Barbara J. Klatt	Town Clerk (Absent exc.)
Tim Elliott	
Charles Pettit	
Dan Pettit	
Casey Decker	

**PLEDGE OF ALLEGIANCE**

**RESOLUTION NO. 90-7/18/16**

**RESOLUTION TO ACCEPT AGENDA**

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

Resolved to accept agenda as presented.

Adopted:	5 ayes	0 nays
----------	--------	--------

**RESOLUTION NO.91-7/18/16**

**RESOLUTION TO APPROVE MINUTES  
OF JUNE 20, 2016 TOWN BOARD  
MEETING**

Offered by Councilwoman Woodruff, who moved its adoption.  
Seconded by Councilwoman Fisher.

Resolved to approve minutes of June 20, 2016 Town Board Meeting.

Adopted:	5 ayes	0 nays
----------	--------	--------

COMMUNICATIONS:

- A. Attorney General's Office: Solar energy brochures
- B. Comprehensive Plan update :Ridgeway, Shelby and Yates
- C. Brookfield Power License Renewal Application
- D. Charter/Time Warner merger complete: change of contacts

DATE OF NEXT MEETINGS

Work Session – Monday August 9, 2016 – Ridgeway Town Hall  
Regular Town Board Meeting –Monday, August 15, 2016- Ridgeway Town Hall

OLD BUSINESS

- A. WD#13 – Pre-Construction Meeting.

NEW BUSINESS

RESOLUTION NO. 92-7/18/16-

RESOLUTION TO AWARD  
INTERMENT TO RICK BLOUNT  
SERVICES FOR BATES ROAD  
CEMETERY.

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

Resolved to award internment to Ric Blount for services at Bates Road Cemetery.

Adopted: 5 ayes 0 nays

RESOLUTION NO. 93 – 7/18/16

RESOLUTION TO APPROVE WD#12  
\$22,266.50, CHANGE ORDER#4, PAY  
APPLICATION#7.

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

Resolved to approve WD#12 \$22266.50, Change Order#4, Pay Application #7.

Adopted: 5 ayes 0 nays

RESOLUTION NO.94-7/18/16

RESOLUTION TO APPROVE WD#12  
BUDGET MODIFICATION FOR  
BONDING AND MISC.

## COMMUNICATIONS:

- A. Attorney General's Office: Solar energy brochures
- B. Comprehensive Plan update :Ridgeway, Shelby and Yates
- C. Brookfield Power License Renewal Application
- D. Charter/Time Warner merger complete: change of contacts

## DATE OF NEXT MEETINGS

Work Session – Monday August 9, 2016 – Ridgeway Town Hall  
Regular Town Board Meeting –Monday, August 15, 2016- Ridgeway Town Hall

## OLD BUSINESS

- A. WD#13 – Pre-Construction Meeting.

### **PRE CONSTRUCTION NOTICE**

July 7, 2016

CE #09-932


Re: Town of Ridgeway Water District No. 13  
Pre-Construction Conference

To: Brian Napoli, Town of Ridgeway Supervisor  
Mark Goheen, Town of Ridgeway Highway Supt.  
Barb Klatt, Town Clerk  
Kathy Bogan, Town Attorney  
Kathy Dear, Stuart I. Brown Associates  
Dawn Kuras, USDA RD  
Timothy Cannon, USDA RD  
John Helgren, P.E., USDA RD  
Frank Sergi, Sergi Construction, Inc.  
Alfred Wall, Sergi Construction, Inc.  
Kim Hawkins, Chatfield Engineers, P.C.

A Pre-Construction Conference will be held on **Monday, July 18, 2016 at 2:00 p.m.** for the above referenced project. This Conference will be held at the Ridgeway Town Hall, located at 410 West Avenue, Medina, NY 14103.

Your attendance at this meeting is requested. If you can not attend or have any questions, please contact me at (585) 227-6040.

Notice Prepared By:

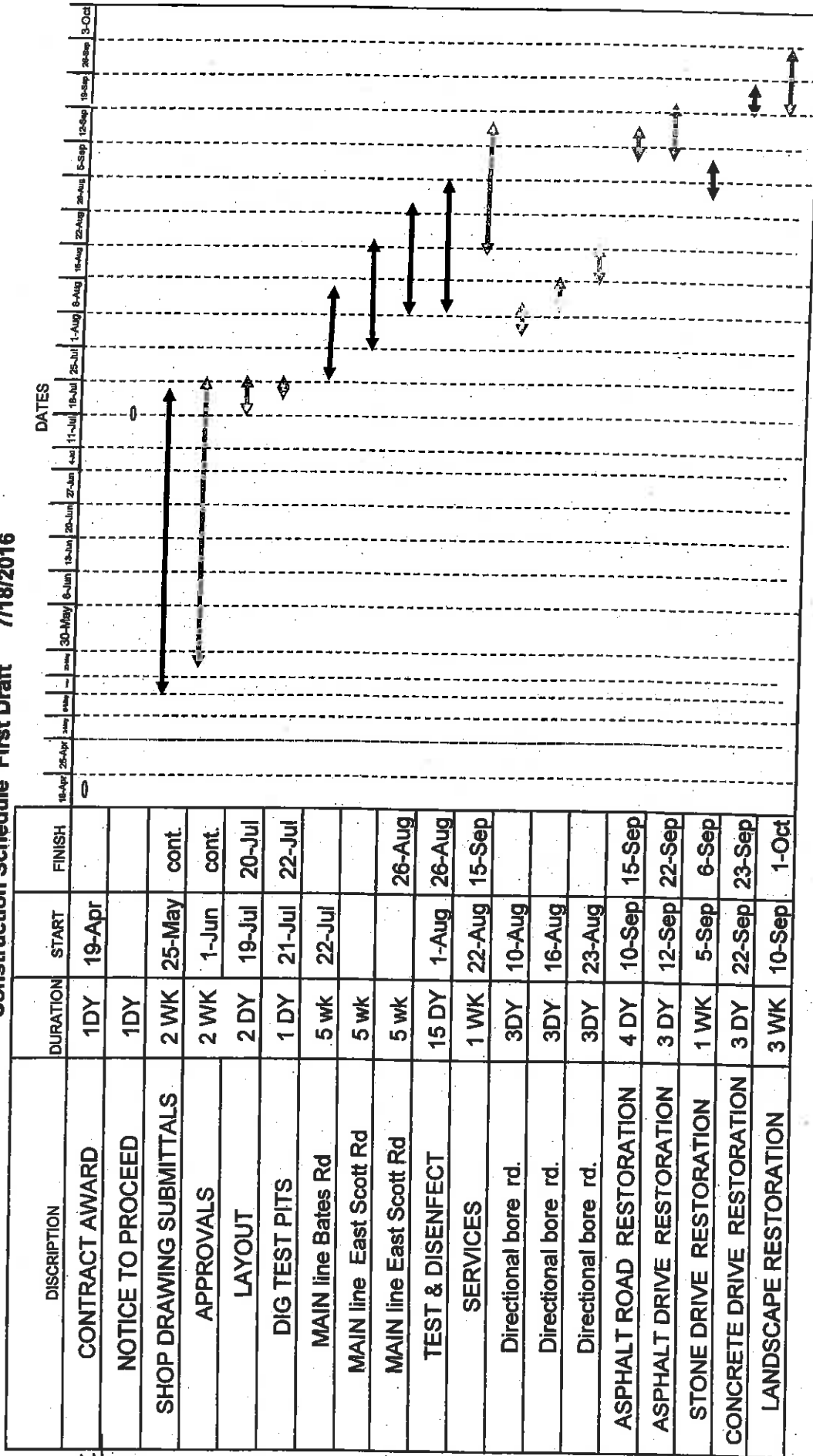


Scott D. Mattison  
Chatfield Engineers, P.C.  
2800 Dewey Avenue  
Rochester, NY 14616

Distributed by Email only

# Town of Ridgeway Water Main Installation

Construction Schedule First Draft 7/18/2016



This schedule is an Estimate. Weather and other influence may effect actual work progress.

# NEW BUSINESS

RESOLUTION NO. 92-7/18/16-

RESOLUTION TO AWARD  
INTERMENT TO RICK BLOUNT  
SERVICES FOR BATES ROAD  
CEMETERY.

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

Resolved to award interment to Ric Blount for services at Bates Road Cemetery.

Adopted: 5 ayes

0 nays

Rick Blount  
3110 Fruit Ave.  
Medina NY, 14103  
Phone # - 585-  
410-4399



<p><b>Proposal</b> For Bates Road Cemetery Medina NY 14103</p>
--

P.O. NO.
----------

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
1	Opening & closing for Full burial. This Price can change depending on if screened Top soil is provided.			300. <sup>00</sup>
2	Opening & closing for Cremations			150. <sup>00</sup>
3	Installing Foundations for Cemetery monuments 35. <sup>00</sup> per cu ft 5-23-16			35. <sup>00</sup> Per cu. ft.
TOTAL:				

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

Resolved to approve WD#12 \$22266.50, Change Order#4, Pay Application #7.

Adopted:

5 ayes

0 nays



---

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

June 23, 2016

CE#09-931

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

Re: Town of Ridgeway Water District No. 12

Dear Brian and Town Board Members:

We have enclosed for your review and approval at your Town Board Meeting on July 18, 2016, one (1) copy of Pay Application No. 7 for the above referenced Project.

**The Total Amount Payable for this Application is \$7,276.50.** This payment is for Change Order No. 4.

Please note we will provide six (6) copies of the Application for Payment and latest Budget Report Form E for your signature by mail once they have been received.

Upon your review, should you have any questions, please do not hesitate to call me.

Sincerely,

Scott D. Mattison

Enc.

Copies by Email Only to:

Barb Klatt, Town Clerk (w/ Enc.)  
Kathy Dear, Stuart I. Brown Associates (w/ Enc.)  
Bill Reemtsen, Stuart I. Brown Associates (w/ Enc.)  
John Helgren, USDA Rural Development (w/ Enc.)  
Dawn Kuras, USDA Rural Development (w/ Enc.)  
Tim Cannon, USDA Rural Development (w/ Enc.)

## TABULATION SHEET

Form E #	9
Date	7/13/2016
Category	Construction

Name of Borrower  
Project Name

**Town of Ridgeway**  
**Water District No. 12**

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
6/23/2016	6706	Highlander	\$ 7,276.50		\$ 7,276.50	Pay App #7	C 1 a
					\$ -		
Total Construction Expenses This Period:					\$ 7,276.50		

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

**Contractor's Application for Payment No. 7**

To: Town of Ridgeway (Owner): 410 West Avenue Medford, NY 11763		Application Date: 6/21/2016
Project: Town of Ridgeway Water District No. 12		Contractor: Elmwood Construction, Inc. 5774 Kester Road Middletown, NY 13122
Owner's Contract No.:		Engineer's Project No.: 09-031

**Application for Payment  
Change Order Summary**

Approved Change Orders		Change Order Summary	
Number	Additions	Debitations	
1	\$155,950.00		
2	\$5,339.16		
3		\$4,066.50	
4	\$7,276.50		
TOTALS	\$168,545.66	\$4,066.50	
NET CHANGE BY CHANGE ORDERS		\$164,479.16	

1. ORIGINAL CONTRACT PRICE \$ 887,344.50

2. Net change by Change Orders \$ 164,479.16

3. Current Contract Price (Line 1 + 2) \$ 1,051,823.66

4. TOTAL COMPLETED AND STORED TO DATE \$ 751,243.36  
(Column 7 on Program Estimate)

5. RETAINAGE \$ 175,143.36

6. AMOUNT ELIGIBLE TO DATE (Line 5 - Line 4) \$ 299,580.30

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 751,243.36

8. AMOUNT DUE THIS APPLICATION \$ 299,580.30

9. BALANCE TO FUTURE, PLUS RETAINAGE \$ 751,243.36  
(Column 8 on Program Estimate + Line 5 above)

**Contractor's Certification**

The undersigned Contractor certifies that to the best of his knowledge: (1) all previous program payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment less all claims of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interests or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Payment of: \$ 299,580.30  
(Line 8 or other - attach explanation of the other amount)

In recommended by: Paul D. [Signature] 6/23/16  
(Engineer) (Date)

Payment of: \$ 2,276.50  
(Line 8 or other - attach explanation of the other amount)

In approved by: \_\_\_\_\_ (Owner) (Date)

Approved by: \_\_\_\_\_ (Funding Agency (if applicable)) (Date)



**Reference to Third and Exchange -**

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

Resolved to approve WD #12 Budget Modifications for Bonding and Misc.

Adopted: 5 ayes 0 nays

The Guaranty Building  
140 Pearl Street, Suite 100  
Buffalo, New York 14202-4040  
716.856.4000

Federal ID #16-0708550



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

June 6, 2016  
Our File No: 040023.00011  
JAA/0799  
Ref. Code: WD12 Amend. Resol.

Re: Town of Ridgeway, Orleans County, New York;  
Increase in Cost of Water District No. 12: Amending Proceedings (2015)

#### STATEMENT FOR SERVICES

For counsel and professional services rendered and disbursements incurred as bond counsel to the Town of Ridgeway, Orleans County, New York (the "Town") in connection with the Town's structuring and planning of the increase in cost of the Town's Water District No. 12 (the "Project"); such Project having been approved by the Town Board by the adoption of orders and resolutions, pursuant to Town Law Article 12 and a certain amending bond resolution adopted by the Town Board on May 12, 2015, entitled:

AN AMENDING AND RESTATING BOND RESOLUTION, DATED MAY 12, 2015, OF THE TOWN BOARD OF THE TOWN OF RIDGEWAY, ORLEANS COUNTY, NEW YORK (THE "TOWN"), AMENDING THE BOND RESOLUTION ADOPTED AUGUST 19, 2013, AUTHORIZING A CAPITAL IMPROVEMENTS PROJECT WITHIN THE TOWN OF RIDGEWAY WATER DISTRICT NO. 12, AT AN ESTIMATED MAXIMUM COST OF \$905,000, AND AUTHORIZING (A) THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$850,000, SAID AMOUNT TO BE OFFSET BY ANY FEDERAL, STATE, COUNTY AND/OR LOCAL FUNDS RECEIVED, AND (B) THE USE OF UP TO \$55,000 OF ADDITIONAL GRANT FUNDS MADE AVAILABLE TO THE TOWN, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE, AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR

and review and analysis of all necessary resolutions, maps, plans and reports and related background information; and telephone conferences, office meetings, document review, and correspondence review as necessary to evaluate the Project and to plan and structure the authorization and early stages of the financing of the Project.

TOTAL FOR SERVICES	\$ 6,280
MISCELLANEOUS DISBURSEMENTS*	<u>30</u>
TOTAL DUE THIS STATEMENT	\$ 6,310

\*Good faith estimate (costs continue being incurred and processed)

Please include a copy of this statement with payment.

Please send to the attention of John Alessi at the above address. Thank you.

**Town of Ridgeway– Water District No. 12  
Budget Modification**

Whereas, the Town of Ridgeway developed the budget for the Water District No. 12 project based on estimates for the costs for various administrative expenses, and

Whereas, the actual costs for these items are more or less than the budgeted amount, as follows:

Item	Current Budget	Increase (Decrease)	Revised Budget
Bonding	\$27,000.00	(\$1,000.00)	\$26,000.00
Misc.	\$1,035.42	\$6.80	\$1,042.22

Be it resolved that the Town Board hereby authorizes the budget adjustments shown above and the transfer of the remaining funds to the Contingency.

## TABULATION SHEET

Form E #	9
Date	7/13/2016
Category	Administration

Name of Borrower  
Project Name

**Town of Ridgeway**  
**Water District No. 12**

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
6/6/2016	6613	Hodgson Russ	\$ 6,310.00		\$ 6,310.00	Bonding	A 2
6/6/2016	6613	Hodgson Russ	\$ 8,055.00		\$ 8,055.00	Bonding	A 2
5/6/2016	6633	#69906 Stuart Brown Assoc	\$ 625.00		\$ 625.00	Project Management	A 5
<b>Total Administration Expenses This Period:</b>					<b>\$ 14,990.00</b>		

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

RESOLUTION TO APPROVE CDBG  
GRANT FOR SIERRA BIOLOGICAL  
\$100,000.00 AUTHRERIZE SUPERVISOR  
TO SIGN.

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

Resolved to approve CDBG Grant for Sierra Biological authorize Supervisor to sign.

Adopted: 5 ayes 0 nays

**NEW YORK STATE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

Project No. 987SB861-16

**AGREEMENT**, made effective as of the 22th day of June, 2016, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation" ), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and Town of Ridgeway ("Recipient"), a unit of general local government, with offices at 410 West Avenue, Medina, New York, 14103.

**WHEREAS**, pursuant to title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in non-entitlement areas located in the State of New York ("State"); and

**WHEREAS**, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project") described in the Recipient's Program Year 2016 Grant application ("Application"); and

**WHEREAS**, the Corporation has selected the Recipient to receive an award in the maximum amount of \$100,000.00 ("Grant Funds").

**NOW, THEREFORE**, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. **Contents of Agreement.** The following documents are incorporated by reference into this Agreement as if fully set out herein: a) the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; b) the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); c) applicable Federal and State laws and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; d) Schedule A, "Special Conditions", Schedule B, "Awarded Budget and Projected Accomplishments", and Schedule C, "Environmental Review and Release of Funds Requirements", attached hereto.
2. **Recipient Performance.** a) The Recipient agrees to utilize Grant Funds only to

implement the activities described in, and in accordance with the terms of: (i) the Recipient's Application, as amended by the Special Conditions attached as Schedule A; (ii) this Agreement; and (iii) all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. b) The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end June 21, 2018.

3. **Grant Funds.** a) The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG funds from HUD pursuant to the Act. b) The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. c) The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: (i) to conform to any revision to which the parties may agree with respect to the Recipient's Application; or (ii) if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.
4. **Disbursement of Grant Funds.** a) The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension or termination of the Recipient's funding under this Agreement. b) The Recipient shall certify with each request for Grant Funds that: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source. c) The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).
5. **Use of Grant Funds to Make Loans.** If the Recipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the

Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Grant ("CDBG") project awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

6. **Subcontracts.** The Recipient shall: a) require any participating subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.
7. **Program Income.** The definition of "program income" and accompanying regulations regarding its usage are found at 24 CFR 570.489(e). Program income generated as a result of Program Year 2000, or later, grant supported activities must be segregated from income derived from activities funded with CDBG funds awarded by HUD prior to Program Year 2000.
8. **Records.** The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds

and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government.

9. **Reports.** The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.
10. **Performance Review.** The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.
11. **Notice of Investigation or Default.** The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project.
12. **Default.** a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. b) The following shall constitute an Event of Default hereunder: (i) if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; (ii) if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; (iii) if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; (iv) if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; (v) if the



Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date. c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: (i) terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; (ii) commence a legal or equitable action to enforce performance of this Agreement; (iii) withhold or suspend payment of Grant Funds; (iv) exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

13. **Indemnification.** To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.
14. **Non-Liability.** Nothing contained in this Agreement or elsewhere shall impose any

liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

15. **Statute of Limitations.** No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.
16. **Service of Process.** In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.
17. **Notices.** All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.
18. **Severability.** Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.
19. **Nonwaiver.** The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.
20. **Assignment.** No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without

the prior written approval of the Corporation.

21. **Successors.** This Agreement shall be binding upon the successors in office of the respective parties.
22. **Assurance of Authority.** The Recipient hereby assures and certifies that: a) The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. b) A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions(financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. d) The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. e) Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.
23. **Photography Release.** Recipient shall require any Third Party to execute a photography release (an example of which is available in the OCR Grant Administration Manual) or a release in substantially similar form thereof.
24. **Entire Agreement.** This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by,

construed and enforced in accordance with the laws of the State.

(Remainder of this page has been intentionally left blank.)

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized representative of the parties.

**Housing Trust Fund Corporation**

By: \_\_\_\_\_  
Name: Christian M. Leo  
Title: President

**Town of Ridgeway**

By: Brian Napoli  
Name: Brian Napoli  
Title: Supervisor

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

## **SCHEDULE A**

### **SPECIAL CONDITIONS**

As a condition necessary to execute the NYS CDBG grant agreement, the Town of Ridgeway must:

1. Provide a document specifically stating they will provide at least 51% of jobs low to moderate income candidates.
2. We will need three years' worth of personal tax returns.

## Schedule B

## 2016 Awarded Budget &amp; Projected Accomplishments

Project Number: 987SB861-16

Community	C/T/V	County	Type	Awarded Amount
Ridgeway	Town	Orleans	Small Business	\$100,000.00

## Award Budget:

Funding Source	Amount
CDBG	\$100,000.00
<b>Projected Total Funding:</b>	<b>\$100,000.00</b>

## Activity Budget Detail:

Activity(ies)	Projected Use	Amount
Assistance to Sierra Biological, Inc.	ED Grant - Working Capital	\$38,000
	ED Grant FF & E	\$52,000
	Program Delivery	\$3,000
Town of Ridgeway Grant Administration	Grant Administration	\$7,000
		<b>\$100,000</b>

## Projected Accomplishments:

987SB86116-01	Assistance to Sierra Biological, Inc.	
	<b>Businesses</b>	
	Businesses Assisted	1
	<b>Jobs Created/Retained</b>	
	New Full Time	5
	New Full Time - made available to LMI	4

## Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCEP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - North Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, NYSERDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)

## **SCHEDULE C**

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release of Funds (RROF) or concurrence must be approved by the Office of Community Renewal (OCR) prior to incurring any project costs.

Exempt costs that are directly associated with the completion of the ERR and obtaining approval for release of funds or concurrence and incurred prior to the release of funds will be eligible for reimbursement. However, Recipients still incur costs for exempt activities at their own risk.

For any activities that are other than exempt, any costs incurred prior to the release of funds will not be eligible for NYS CDBG reimbursement. Recipients that incur costs for activities other than exempt prior to the approval of the release of funds or issuance of a concurrence letter do so at their own risk.

Please note, that all environmental review documents and exhibits have been revised effective October 1, 2014. All forms submitted on outdated versions will be rejected.

Carefully review all Environmental Review requirements, which can be found in Chapter 2 of the OCR. This includes, but is not limited to:

1. Designate a Certifying Officer and Environmental Responsibility Certification.
2. Establish the Environmental Review Record
  - a. Program activities
  - b. Program classification
  - c. Regulatory compliance documentation
  - d. Environmental assessment and determination (when applicable)
  - e. Public notices (when applicable)
3. Determine NEPA
  - a. Exempt
  - b. Categorically Excluded (a) and/or (b)
4. Compliance with Related Laws at 24 CFR 58.5, 24 CFR 58.6 and HUD Environmental Procedures at 24 CFR 50.4
5. Determine SEQR
  - a. Type I
  - b. Type II
  - c. Unlisted
6. SHPO compliance
7. Documentation that all environmental permitting has been addressed, for example, Army Corps of Engineers, Department of Health, Department of Environmental Conservation, Etc.



8. Documentation of compliance with floodplain management
9. Environmental Impact Statement (if applicable)
10. Documentation of publication of NOI/RROF or combined FONSI/NOIRROF (when applicable)

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

Resolved to approve WD#13 additional funding..

Adopted: 5 ayes 0 nays

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



June 17, 2016

Via E-mail: kthelawoffice@rochester.rr.com

Katherine Kersch Bogan, Esq.  
Town Attorney  
Town of Ridgeway  
517 Main Street  
Medina, New York 14103

Dear Kathy:

Re: Town of Ridgeway, Orleans County, New York;  
Increase in Cost of Water District No. 13 Project

Per you're my discussions with the Supervisor, enclosed please find revised documents to allow for the increase in project cost for this Water District No. 13 matter that is scheduled to be presented to the Town Board for consideration at the June 20, 2016 meeting.

Please insert the Supervisor would like to hold the Public Hearing into the documents with the understanding that the date of the publication must be between 10 and 20 days prior to the actual Public Hearing. (Please contact me if there are any questions associated with selection of a date for the Public Hearing.)

This public hearing is required as a result of higher than anticipated bids being received and an increase in the overall project cost.

We understand that the project scope has not changed from that which was presented, considered and approved by the Board in the earlier proceedings; therefore, no SEQRA determinations need to be made for this increase in costs. (Please advise us immediately if the scope has expanded beyond that which was identified in the MPR.

*Please note that a certified copy of this entire Order is to be published at least once in the official Town newspapers and posted on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, the first publication and such posting to be not less than ten nor more than 20 days before the date of the Public Hearing.*

Also enclosed is the Affidavit of Posting for the Town Clerk to execute. Copies of this Order, as posted, should be attached thereto.

As soon as they are available, kindly forward me two certified copies of the Order, two executed Affidavits of Posting and two original Affidavits of Publication (with original newspaper clipping attached). For your convenience, I have included a checklist.

## **NOTICE OF AMENDMENT AND RESTATEMENT OF BOND RESOLUTION TOWN OF RIDGEWAY**

NOTICE IS HEREBY GIVEN that a resolution amending and restating a prior bond resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Ridgeway, County of Orleans, on July 18, 2016, and the validity of the obligations authorized by such resolution may be hereafter contested only if:

(1) (a) such obligations were authorized for an object or purpose for which the Town of Ridgeway is not authorized to expend money or

(b) the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with

and an action, suit or proceeding contesting such validity is commenced within 20 days after the date of publication of this notice; or

(2) such obligations were authorized in violation of the provisions of the Constitution of New York.

### **SUMMARY OF BOND RESOLUTION**

The following is a summary of an amending and restating bond resolution adopted by the Town Board of the Town of Ridgeway on July 18, 2016 that amends a prior bond resolution, dated February 18, 2014. The proceeds from the sale of the obligations authorized in said bond resolution (as amended and restated) shall be used for the purpose of undertaking a capital improvements project within Water District No. 13 generally consisting of the installation of approximately 17,100 linear feet of 8-inch water main along various roads in the Town including, but not limited to, Bates Road and East Scott Road, as well as other such improvements as more fully identified in such map, plan and report referred to above, including all related right-of-way costs, site work and other ancillary work and including hydrants, valves, appurtenances and preliminary costs and other improvements and costs incidental thereto and in connection with the financing thereof (collectively, the "Project"). Such amended and restated bond resolution authorizes the issuance and sale of a serial bond or bonds and a bond anticipation note or notes in anticipation of the issuance and sale of such serial bonds, in an aggregate amount not to exceed \$800,000, such amount to be offset by any federal, state, county and/or local funds received. Additionally, the amending and restating bond resolution authorizes: a) an increase in the estimated maximum amount of the Project from \$800,000 to \$900,000 and b) the use of up to \$556,000 of grant funds from the United States Department of Agriculture - Rural Development Agency ("Rural Development") to cover such increased costs of the project. Such increase in costs for the Project is due to construction bids coming in higher than expected for the Project. The period of probable usefulness for such purpose is 40 years. A copy of the resolution summarized herein is available for public inspection during normal business hours at the Office of the Town Clerk, located in the Town Hall, 410 West Avenue, Medina, New York.

Orleans County  
Karen Lake-Maynard County Clerk  
3 South Main Street Courthouse Square  
Albion NY 14411

Volm-853 Pg-1919

Instrument Number: 2016- 00090348

As

Miscellaneous Recording

Recorded On: July 21, 2016

Parties: RIDGEWAY TOWN OF WATER DISTRICT NO 13  
To

Billable Pages: 5

Recorded By: KATHERINE KERSCH-BOGAN

Num Of Pages: 6

Comment: T/RID RESOLUTION & ORDER

**\*\* Examined and Charged as Follows: \*\***

Miscellaneous Recording	65.00	Coversheet	5.00
Recording Charge:	70.00		

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Orleans County,

**File Information:**

**Record and Return To:**

Document Number: 2016- 00090348  
Receipt Number: 260357  
Recorded Date/Time: July 21, 2016 03:33:39P  
Book-Vol/Pg: Bk-D VI-853 Pg-1919  
Cashier / Station: D Shampine / Cashier Station 3

KATHERINE KERSCH-BOGAN  
517 MAIN STREET  
PO BOX 14  
MEDINA NY 14103

Liber #: 853 PG: 1919  
Jul 21, 2016 03:33P  
INST #: 00090348  
ORLEANS COUNTY CLERK  
Karen Lake-Maynard



*Karen Lake-Maynard*  
Karen Lake-Maynard  
Orleans County Clerk

EXTRACT OF MINUTES

Meeting of the Town Board of the  
Town of Ridgeway, in the  
County of Orleans, New York

July 18, 2016

\* \* \*

A meeting of the Town Board of the Town of Ridgeway, in the County of Orleans, New York, was held at the Town Hall, in said Town, on July 18, 2016.

There were present: Brian P. Napoli, Supervisor

Councilpersons:

David M. Stalker  
Mary Woodruff  
Jeffrey Toussaint  
Sarah E. Fisher

There were absent: 0

Also present:

KAREN L. KAISER Deputy  
~~Barbara Klatt~~, Town Clerk

At 7:00 o'clock p.m. (Prevailing Time) or shortly thereafter the Town Clerk <sup>Deputy</sup> stated that a Supplemental Public Hearing had been called for this meeting at the Town Hall, in said Town, in the County of Orleans, New York to consider the Increase in the Cost of the Town of Ridgeway Water District No. 13 (the "District").

The Supervisor stated that the Supplemental Public Hearing on the Increase in the Cost of the District, was now open and asked if there was any interested person who desired to be heard.

District:

The following persons appeared in favor of the Increase in the Cost of the

David M. Stalker  
Mary Woodruff  
Jeffrey Toussaint  
Sarah E. Fisher

District:

The following persons appeared in opposition to the Increase in the Cost of the

none

The Town Clerk reported that the following pertinent written communications had been received:

none

The Supervisor inquired as to whether there were any other persons present who wished to be heard. No one appeared, whereupon the Supervisor declared the public hearing closed.

\* \* \*

EXTRACT OF MINUTES

Meeting of the Town Board of the  
Town of Ridgeway, in the  
County of Orleans, New York  
July 18, 2016

\* \* \*

A meeting of the Town Board of the Town of Ridgeway, in the County of Orleans, New York, was held at the Town Hall, in said Town, on July 18, 2016.

There were present: Brian P. Napoli, Supervisor

Councilpersons: David M. Stalker  
Mary Woodruff  
Jeffrey Toussaint  
Sarah E. Fisher

There were absent:

Also present: KAREN L. KAISER Deputy  
Barbara Klatt, Town Clerk

\* \* \*

The following resolution was offered by Mary Woodruff, seconded by  
Councilman Stalker, to wit;

A meeting of the Town Board of the Town of Ridgeway, in the County of Orleans, New York, was held at the Town Hall, in said Town, on July 18, 2016.

PRESENT:

Hon. Brian P. Napoli, Supervisor  
David M. Stalley, Councilperson  
Mary Woodruff, Councilperson  
Jeffrey Toussaint, Councilperson  
Sarah E. Fisher, Councilperson

-----X  
In the Matter  
of the

Increase in Cost of Water District No. 13  
-----X

**RESOLUTION AND ORDER  
AFTER A SUPPLEMENTAL PUBLIC HEARING APPROVING  
THE INCREASE IN THE COST OF WATER DISTRICT NO. 13  
IN THE TOWN OF RIDGEWAY**

WHEREAS, the Town Board of the Town of Ridgeway (herein called "Town Board" and "Town", respectively), in the County of Orleans, New York, has, pursuant to Town Law, created the Town of Ridgeway Water District No. 13 (the "District"); and

WHEREAS, in connection with the establishment of the District, the Town Board directed Chatfield Engineers, P.C., competent engineers licensed in New York, to prepare a map, plan and report for certain capital construction improvements within the District (collectively, the "Project"); and

WHEREAS, the Town Board took the following specific actions with respect to the Project: (a) adopted on January 21, 2014 a certain order calling for a public hearing, (b) on February 18, 2014 held such public hearing, (c) on February 18, 2014 adopted a certain resolution establishing the District, and (d) on February 18, 2014 adopted a bond resolution; and



WHEREAS, the plan of financing for the Project identified an estimated maximum cost of \$800,000, with the issuance of bonds in an aggregate amount not to exceed \$800,000; and

WHEREAS, due to construction bids coming in higher than anticipated, the estimated maximum cost of the Project has increased from \$800,000 to \$900,000; and

WHEREAS, the Town has secured additional grant funding from the United States Department of Agriculture - Rural Development Agency ("Rural Development") to cover such increased costs for the Project; and

WHEREAS, the total amount of grant funds from Rural Development has increased from approximately \$410,000 to \$556,000 since the original proceedings were originally undertaken; and

WHEREAS, the scope of the Project is substantially the same as originally presented and identified in such original map, plan and report; and

WHEREAS, the Town wishes to proceed with the Project at a revised estimated maximum cost of \$900,000; and

WHEREAS, the Town has kept the amount of bonds authorized the same as identified in the earlier proceedings, since Rural Development is providing grant funds to cover such additional costs; and

WHEREAS, the Town Board has determined that they want to hold a supplemental public hearing to advise members of the District of the proposed increase in total cost of the Project; and

WHEREAS, all other terms, conditions and estimated costs, as set forth in the earlier proceedings, will remain substantially the same or be less than such amounts identified in such earlier proceedings; and

WHEREAS, the Town Board has given due consideration to the impact that the Project may have on the environment and on the basis of such consideration, the Town Board found that neither the establishment nor the increase in cost of the Project will have a substantial adverse impact on the environment; and

WHEREAS, the Town Board issued an Order at its June 20, 2016 meeting calling for a supplemental public hearing to be held at the Town Hall, 410 West Avenue, Medina, New York, on July 18, 2016 at 7:00 o'clock P.M. (prevailing time) to consider said increase in the cost of the District and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law, and further ordered the Town Clerk to publish at least once in a newspaper designated as an official newspaper of the Town for such publication, and post on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a copy of this Order, certified by said Town Clerk, the first publication thereof and said posting to be not less than ten nor more than 20 days before the date of such public hearing; and

WHEREAS, said notices of the public hearing were properly published and posted and the public hearing duly held at the time and place stated in the notices.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED BY THE TOWN BOARD OF THE TOWN OF RIDGEWAY, based on the information provided at the supplemental public hearing, as follows:

DETERMINED, that it is in the public interest to increase the cost of the District, as hereinabove described and referred to, at the increased estimated maximum cost of \$900,000; and it is hereby

DETERMINED, that the parcels and lots of the District shall be benefited by said increase in the cost of the District; and it is hereby

DETERMINED, that all parcels and lots benefited by said increase in the cost of the District are included in the District; and it is hereby

ORDERED, the method of apportioning costs of such improvement is on a benefit basis to the benefited properties in the District; and

FURTHER ORDERED, that the expense of the Project shall be financed by up to \$556,000 of grant funds from the United States Department of Agriculture – Rural Development Agency and by the issuance of serial bonds of the Town in an aggregate amount not to exceed \$800,000, said amount to be offset by any federal, state, county and/or local funds received, and unless paid from other sources or charges, the costs of the Project will be paid by the assessment, levy and collection of special assessments from the several lots and parcels of land within the area benefited by said improvements, which the Town Board shall determine and specify to be especially benefited thereby, so much upon and from each as shall be in just proportion to the amount of benefit conferred upon the same, to pay the principal of and interest on said bonds as the same shall become due and payable, except as provided by law; and be it

FURTHER ORDERED, that within ten days after adoption of this Resolution and Order, the Town Clerk shall record with the Clerk of the County of Orleans a copy of this Resolution and Order, certified by said Town Clerk.

DATED: July 18, 2016

TOWN BOARD OF THE  
TOWN OF RIDGEWAY

The adoption of the foregoing resolution approving the increase in the cost of Water District No. 13 was duly put to a vote on roll call, which resulted as follows:

AYES: 5

NOES: 0

ABSENT: 0

The resolution approving the increase in the cost of Water District No. 13 was declared adopted.

**CLERK'S CERTIFICATE**

(Water District No. 13)

I, the undersigned <sup>Deputy</sup> Clerk of the Town of Ridgeway, in the County of Orleans, New York, DO HEREBY CERTIFY that I have compared the preceding resolution and order after public hearing approving the increase in the cost of Water District No. 13 with the original thereof filed in my office on July 18, 2016, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on this 18 day of July, 2016.

(SEAL)

Aileen L. Kaiser  
Deputy Town Clerk



**AFFIDAVIT OF RECORDING THE RESOLUTION AND ORDER**  
**IN THE OFFICE OF THE COUNTY CLERK**

(Water District No. 13)

STATE OF NEW YORK                     )  
  :ss.  
COUNTY OF ORLEANS                 )

*Karen Kaiser*  
~~BARBARA KLATT~~, being duly sworn, deposes and says:

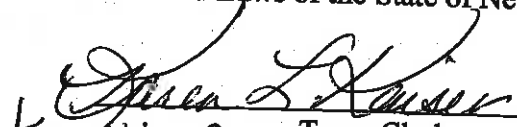
That he is now and at all times hereinafter mentioned has been the duly qualified and acting Town Clerk of the Town of Ridgeway, in the County of Orleans, New York;

That on July 21, 2016, on behalf of the Town Board of said Town, he caused a certified copy of a Resolution and Order after Public Hearing Approving the increase in the cost of Water District No. 13, dated July 18, 2016, a certified copy of which is annexed hereto and made a part hereof, for the increase in the cost of Water District No. 13 in the Town of Ridgeway, a proceeding entitled:

**"INCREASE IN THE COST OF WATER DISTRICT NO. 13"**

to be recorded in the office of the County Clerk, Orleans County, New York, which Resolution and Order has been adopted by said Town Board at a meeting held July 18, 2016, and that said recording was done either personally or by mail in accordance with the provisions of Article 12 of the Town Law, constituting Chapter 64 of the Consolidated Laws of the State of New York.

Subscribed and sworn to before me  
this 21 day of July, 2016.

  
Karen Kaiser, ~~Deputy~~ Town Clerk

  
\_\_\_\_\_  
Notary Public, State of New York

KATHERINE KERSCH BOGAN  
Notary Public- State of New York  
No. 02BO5024146  
Qualified in Orleans County  
My Commission Expires February 28, 2018

RESOLUTION TO APPROVE  
AMENDED BOND RESOLUTION  
FOR WD#13, ADDITIONAL FUNDING  
FROM USDA RURAL DEVELOPMENT  
\$100,000.00.

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:

5 ayes

0 nays

**AMENDMENT NO. 1 FOR THE  
TOWN OF RIDGEWAY  
WATER DISTRICT No. 13  
ORLEANS COUNTY, NEW YORK  
JUNE 15, 2016**

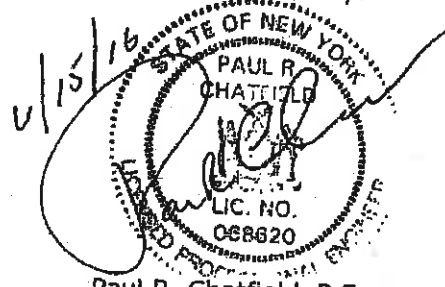
The Town of Ridgeway Water District No. 13 Map, Plan and Report (MPR) dated September 5, 2013 shall be amended to address "as-bid" costs associated with the Project to reflect an increase in the overall Project budget and the impact to the property owners within the District.

The Project costs are summarized as follows:

	<b>09-05-2013 MPR (Original Amount)</b>	<b>06-15-2016 (As-Bid Amount)</b>
Construction	\$ 655,840.00	\$739,792.00
Contingency	\$ 32,792.00	\$24,206.60
Engineering	\$ 72,142.00	\$77,837.00
Legal and Administrative	\$ 39,226.00	\$58,164.40
<b>Total Project Costs</b>	<b>\$ 800,000.00</b>	<b>\$900,000.00</b>
Less USDA RD Grant	\$ (410,000.00)	\$(556,000.00)
<b>Net Local Share</b>	<b>\$ 390,000.00</b>	<b>\$344,000.00</b>

The original Annual Debt Service amount as outlined in the Map, Plan and Report dated September 5, 2013, as included in the legal petition and as discussed in the legal public hearing was \$449.60 per year per Equivalent Dwelling Unit (EDU). Based upon the additional grant money received from USDA Rural Development and a lowering of the interest rate from 2.5% to 2.125% for 38 years, the annual debt service cost will be less than \$449.60.

Amendment Prepared by:



Paul R. Chatfield, P.E.  
Chatfield Engineers, P.C.  
2800 Dewey Avenue  
Rochester, New York 14616  
Telephone: 585-227-6040

Email: [paulchatfield@chatfieldengineers.com](mailto:paulchatfield@chatfieldengineers.com)

## OTHER BUSINESS:

### FIRE COMPANY REPORT

Councilwoman Fisher stated that Chief Woodworth accidentally forgot to turn in his report. Councilwoman Fisher further stated that "Woody" would turn in two next month. Fisher further stated that Fireman had served 41 calls so far this month and that, the Fireman's fundraiser for their chicken barbeque was a success raising \$3662.91. Their fund drive by mail raised \$12,812.99 and their gun raffle raised \$5774.83 The fireman expect to raise more at the fall gun raffle, also mentioning that they are taking applications for new recruits.

### DEPARTMENT AND COUNTY LEGISLATOR REPORT

Assessor, Trisha Laszewski stated nothing to add this month.

Town Clerks Office, collecting water bills

Code Enforcement Officer, Dan Wolfe not present.

Highway Superintendent, Mark Goheen, stated that the highway department was working on blacktop, he was hopeful to have their C.H.I.P.s money by late August or the end of September. Goheen further stated that the Town was using twice as much water due to the heat .

Attorney, Kathy Bogan wanted all to be sure that the crew for WD#13 knows that they are going on the Southside of the road rather than the Northside as previously discussed.

### COUNCILMAN REPORT

Councilwoman, Woodruff as of June 27, 2016 the Joint Recreation Program has a Facebook page and a Twitter account. Woodruff further stated that the Swim Program was doing very well and that Lyndonville was taking advantage at \$50.00 per child. Councilwoman Woodruff also stated that there was a need to look at a possible increase in pay to the program staff to help keep such qualified staffing. Kayla Evans is doing an excellent job as Program Director. Councilwoman Woodruff asked if Supervisor Napoli was aware if the Certificate of Liability insurance was sent in. Mr. Napoli stated that he had given it to the Town Clerk to mail.

Councilman Stalker stated that he was glad to see WD#13 underway.

Councilman Toussaint had nothing to add at this time.

## RESIDENT CONCERNS

Bates Road homeowner, Charles Pettit, inquired about the water pressure at his farm spraying barn, stating that he could fill the sprayer with a garden hose just as fast, as the pressure was very low. Mr. Goheen explained that if they increased the pressure at the Pettit spray barn at this time the pressure would be too high at the residents at the other end of the line. Mr. Goheen explained that he had thought the Engineer Paul Chatfield would be there that evening to help explain, but that he would set up a meeting with Chatfield and Charlie and Dan Pettit. Councilman Toussaint asked Mr. Goheen if a pressure reduction valve would possibly help and Mr. Goheen replied that he thought that the questions were best to be answered by the Engineer at the appointment.

## RESOLUTION NO. 98-7/18/16

## RESOLUTION TO PAY BILLS

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

Resolved to pay bills as presented:

PREPAID ABSTRACT	\$
ABSTRACT	\$
TOTAL ABSTRACT	\$ 94,476.43

Adopted:	5 ayes	0 nays
----------	--------	--------

## ADJOURNMENT

As there was no further business to discuss, a motion was made to adjourn the meeting at 7:40 P.M. by Councilman Stalker and seconded by Councilwoman Fisher.

Town of Ridgeway,

Karen L. Kaiser  
Deputy Town Clerk