

TOWN OF RIDGEWAY  
TOWN BOARD MEETING  
OCTOBER 17, 2016 – 7:00 P.M.

The regular board meeting was called to order by Supervisor Napoli at 7:00 P.M. at the Ridgeway Town Hall, Medina, NY.

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

Others:

Mark Goheen	Highway Superintendent
Katherine Bogan	Attorney
Patricia Laszewski	Assessor(Absent Exc.)
Daniel Wolfe	Code Enf. Officer
Barbara J. Klatt	Town Clerk
Karen Kaiser	Deputy Town Clerk
Nancy & Mark Traxler	
Carianne & James Glass	
Cheryl Sills	

PLEDGE OF ALLEGIANCE

RESOLUTION NO. 119 - 10/17/16

RESOLUTION TO ACCEPT AGENDA

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

Resolved to accept agenda dated October 17, 2016 as presented.

Adopted:                                4 ayes                                0 nays

RESOLUTION NO. 120 – 10/17/16

RESOLUTION TO APPROVE MINUTES  
OF SEPTEMBER 19, 2016 PUBLIC  
HEARING AND TOWN BOARD  
MEETING

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

Resolved to approve minutes of September 19, 2016 Public Hearing and Town Board meeting as presented.

Adopted: 4 ayes 0 nays

**COMMUNICATIONS:**

- A. Real Property Appraisal Technician/Trainee test results were received from Orleans County. Trainee, Carianne Glass, took the civil service test in June.
- B. October 16 – 22 has been declared “Freedom from Workplace Bullies Week”
- C. Traffic Diversion Proceeds received were \$7,466.68. Thank you Kathy Bogan and Joe Cardone for your hard work.

**DATE OF NEXT MEETINGS:**

Workshop – Tuesday, November 15, 2016 , 7:00 PM @ Town of Ridgeway Town Hall  
Public Hearing – 2017 Budget - Thursday, October 27, 2016 @ 7:00 PM Town Hall  
Town Board Meeting – Monday, November 21, 2016 @ 7:00 PM Ridgeway Town Hall

**OLD BUSINESS:**

WD#13-Date of Substantial Completion certificate received. Supervisor to sign.

**NEW BUSINESS:**

RESOLUTION NO. 121 – 10/17/16                      RESOLUTION TO APPOINT CARIANNE  
GLASS A FULL TIME PERMANENT  
POSITION OF REAL PROPERTY  
APPRAISAL TECHNICIAN/TRAINEE

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

Resolved to appoint Carianne Glass full time, permanent, Real Property Appraisal Technician/Trainee.

Adopted: 4 ayes 0 nays

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

**Town of Ridgeway, Orleans County, New York**

**APPENDIX 1**

**October 17, 2016**

**Workplace Violence Policy**

The Town of Ridgeway is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients.

Workplace Violence is defined as any physical assault or act of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence against any of our employees where any work related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and Visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of New York State Labor Law Art. 2 §27-b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law includes a workplace evaluation that is designed to identify the risks of workplace violence to which our employees could be exposed. Authorized Employee Representative(s) will, at a minimum, be involved in:

- evaluating the physical environment,
- developing the Workplace Violence Prevention Program, and
- reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported, if any, and reviewing the effectiveness of the mitigating actions taken.

All employees will participate in the annual Workplace Violence Prevention Training Program. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. All personnel are responsible for notifying the contact person designated below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

**Designated Contact Person: Brian Napoli**  
**Title: Supervisor**  
**Department:**  
**Phone: 585-798-0730**  
**E-mail: bpnapi@gmail.com**

Adopted: 4 ayes 0 nays

RESOLUTION NO. 123 – 10/17/16 RESOLUTION TO ADOPT WORKPLACE VIOLENCE PREVENTION TRAINING OUTLINE

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

Resolved to adopt workplace violence prevention training outline. Training to be scheduled and takes approximately 1 hour.

Adopted: 4 ayes 0 nays

RESOLUTION NO. 124 – 10/17/16 RESOLUTION TO ALLOW ANN SENTIFF, 2522 ANGLING ROAD, MEDINA, NY TO HOOK INTO WD#9 WITH BILLING AT 1.5 TIMES THE REGULAR RATE(OUT OF DISTRICT USER)

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

Resolved to allow Ann Sentiff, 2522 Angling Road, Medina, NY, to hook into WD#9 with billing at 1.5 times the regular rate. She would be an out of district user.

Adopted: 4 ayes 0 nays

RESOLUTION NO. 125 – 10/17/16 RESOLUTION TO SCHEDULE PUBLIC HEARING FOR 2017 TOWN OF RIDGEWAY PRELIMINARY BUDGET

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

Resolved to schedule a Public Hearing for the 2017 Town of Ridgeway Budget to be published and Public Hearing to be held on Thursday, October 27, 2017 at 7:00 P.M. at the Town Hall, 410 West Avenue, Medina, NY.

Adopted: 4 ayes 0 nays

There was a discussion between the Town Board and Code Enforcement Officer, Dan Wolfe, concerning possible Town of Ridgeway Solar energy regulations.

RESOLUTION NO. 126 – 10/17/16 RESOLUTION TO APPROVE

CERTIFICATE OF SUBSTANTIAL  
COMPLETION FOR WD#13 AND  
AUTHORIZE SUPERVISOR TO SIGN

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

Resolved to approve Certificate of Substantial Completion:

Adopted: 4 ayes 0 nays

CERTIFICATE OF SUBSTANTIAL COMPLETION

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: **Town of Ridgeway Water District No. 13** Contract Name: **Water Main Installation**

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work

September 23, 2016

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: [Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]

Amendments to Owner's responsibilities:

None

As follows

Amendments to

Contractor's responsibilities:

None

As follows:

The following documents are attached to and made a part of this Certificate: *Tentative punch list dated September 30, 2016*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>[Signature]</u>	Title: <u>SUPERVISOR</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>
Date: <u>9/30/16</u>	Date: <u>10/18/16</u>	Date: <u>10/18/16</u>	Date: <u>10-4-16</u>	Date: <u>10-4-16</u>	Date: <u>10-4-16</u>

RESOLUTION NO. 127 – 10/17/16

RESOLUTION TO APPROVE SNOW/  
ICE AND MOWING CONTRACT WITH  
ORLEANS COUNTY AND AUTHORIZE  
SUPERVISOR TO SIGN

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

Resolved to approve snow/ice and mowing contract with Orleans County and authorize  
Supervisor to sign.

Adopted: 4 ayes 0 nays

**AGREEMENT FOR CONTROL OF ICE AND SNOW AND FOR MOWING ON  
COUNTY ROADS**

THIS AGREEMENT dated as of the 1<sup>st</sup> day of October, 2016, by and between the COUNTY OF ORLEANS, acting through the Superintendent of Highways of said County (hereinafter the "County"), and the TOWN OF RIDGEWAY, acting through the Superintendent of Highways of said Town (hereinafter the "Town")(collectively the "Parties") as follows:

WHEREAS, section 135-a of the Highway Law provides that the County Superintendent of Highways may contract with the Town for the control of ice and snow on County Highways subject to the approval of each of the Legislative bodies of said County and Town; and

WHEREAS, the Town is willing to perform the work of such control of ice and snow upon such terms, rules and regulations as are contained herein and deemed by the County Superintendent of Highways to be for the best interests of the people of the County of Orleans; and

WHEREAS, Section 135 of the Highway Law provides for the cutting of noxious weeds within the bounds of the County Roads; and

WHEREAS, the Town is willing to perform the work of cutting weeds upon such terms, rules and regulations as are contained herein and deemed by the County Superintendent of Highways to be for the best interests of the people of Orleans County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is agreed as follows:

1) The terms of the agreement shall be for five (5) years commencing as of October 1, 2016, terminating September 30, 2021, except the parties may request to renegotiate the prices and rates contained in paragraphs 4) and 7) hereof upon either party notifying the other in writing, of such party's wish to renegotiate, such notices to be delivered prior to August 1<sup>st</sup> of any year commencing with the first right to renegotiate being by notice given prior to August 1<sup>st</sup> 2017. Additionally, in the event that the County rescinds the current resolution in effect for disposition of County sales tax revenues whereby towns receive a percentage of the net collections from sales tax, the parties agree to open negotiations within thirty (30) days of the adoption of the rescinding resolution for the purpose of renegotiating the prices and rates contained in paragraphs 4) and 7).

**CONTROL OF ICE AND SNOW**

2) The Town shall provide all the labor, materials and equipment necessary for the control of ice and snow on such County Highways as designated by the County Superintendent to the extent that the County Superintendent deems necessary to provide reasonable passage and movement of vehicles over said highways, and shall include clearing of the pavement and pushing of snow as near the ditch lines as practicable to provide room for future storms and ensure that it melts down to the ditches, together with sanding of hills, curves and intersections and such other places as may cause dangerous driving conditions.

3) The County Superintendent shall furnish the Town with a suitable map of such municipality which shall delineate the County Highways within the boundaries of the Town and shall show distinctively the County Highways or parts thereof that are affected by this Agreement, for each year of the term to show the changes, if any, to the County Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the County Superintendent and the Town.

4) In consideration of the performance of the Town, the County agrees to pay to the Town the following rates per season for each mile of County roads sanded by the Town and for each mile of County roads plowed by the Town:

2016-2017 Season: Sanding and Plowing per mile.....\$5,717.57

The per season sanding and plowing rate will be adjusted upwards at the beginning of each additional season beginning with the 2017-2018 season. This adjustment will be based upon the Consumer Price Index for all urban consumers (all items)(hereinafter "CPI-U") as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Buffalo Metropolitan area. The adjustment will be equal to the net percentage of change over the then most recent twelve (12) month period for which the index figures are available as of July 1 preceding the season. The County shall notify the Town of any adjustment for Town budgetary purposes as soon as practicable after the index figures are available.

In addition to the foregoing consideration, the County also agrees to pay to the Town the sum of One Thousand (\$1,000.00) Dollars for each New York State Canal Bridge situate on a County-owned highway per season in the event that the New York State Department of Transportation has lowered the weight rating to twenty-five (25) tons or less of the Bridge on or before July 1 of the preceding season in recognition of the extra expenses incurred by the Town for servicing each lower rated New York State Canal Bridge.

5) The consideration as set forth above will be paid annually by the County to the town as follows: by June 30<sup>th</sup>.

### MOWING OF COUNTY ROADS

6) The Town shall provide all the labor, materials and equipment necessary for the mowing of weeds on such County Highways as designated by the County Highway Superintendent. There shall be three (3) mowing, each of which will be mowed to the standard, which the Town roads are mowed. The first mowing shall take place no later than July 1. A second or third mowing shall consist of mowing to the right-of-way line wherever possible. It is the intent of these specifications that only areas accessible to tractor mowers shall be mowed.

7) In consideration of the performance of the Town, the County agrees to pay for the mowing of weeds on 17.95 miles of County roads at the following rates:

2017 Season: Mowing per mile.....\$592.28

The annual mowing rate will be adjusted upwards at the beginning of each additional year beginning with 2018. This adjustment will be based upon the Consumer Price Index for all urban consumers (all items) (hereinafter "CPI-U" as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Buffalo Metropolitan area. The adjustment will be equal to the net percentage of change over the then most recent twelve (12) month period for which the index figures are available as of January 1 of each mowing year. The County shall notify the Town of any adjustment for Town budgetary purposes as soon as practicable after the index figures are available.

8) The Town shall so conduct the work that persons and property are protected at all times. The Town shall protect, indemnify, and hold harmless including payment to officers, agents, employees, and the owners of land upon which any operations under this agreement take place, from the liability, cost, loss or damage on account of any injury to person, property or both, arising from the Town's performance under this contract. The Town shall defend at his own expense all suits, which may be brought to recover damages arising from the Town's performance under this agreement including suits or actions against the persons named above.

The Town shall procure at his own expense and maintain for the life of this agreement, insurance for injury, damage, costs or claims in the kind and amounts as specified in Attachment "A". Such policies shall embrace all operations to be performed under the contract. **All insurance, with the exception of Workers' Compensation and Employers Liability shall name Orleans County as additional insured.**

No work is to be commenced until all required certificates of insurance have been accepted by the Orleans County Attorney. All policies must provide a 30-day written



notice prior to expiration, cancellation or diminishment and renewal certificates must be submitted prior to expiration date. Any deductibles or self-insured retention must be declared to and approved by the County.

9) The Town shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or any of its right, title, or interest therein, or its power or authority to execute this Agreement to any other person, company, corporation or municipal entity without the prior consent, in writing, of the County.

10) Both parties agree that prior to August 1, 2021, this Agreement will be renegotiated to determine whether the Agreement should be renewed beyond September 30, 2021.

IN WITNESS WHEREOF, this Agreement has been executed by the parties the day and year first above written.

**COUNTY OF ORLEANS**

**ORLEANS COUNTY HIGHWAY**

By: \_\_\_\_\_  
David B. Callard, Chairman

By: \_\_\_\_\_  
Gerald R. Gray, County Highway  
Superintendent

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

Date: 10/3/10

**TOWN OF RIDGEWAY**

**TOWN OF RIDGEWAY HIGHWAY  
DEPT.**

By: \_\_\_\_\_  
Town Supervisor

By: \_\_\_\_\_  
Town Highway Superintendent

Date: 10/17/16

Date: 17 Oct 2016

RESOLUTION NO 128 – 10/17/16

RESOLUTION TO APPROVE WATER RE-LEVY LIST FOR 2017 TAX ROLLS

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

Resolved to approve water re-levy list for 2017 tax rolls.

Adopted: 4 ayes 0 nays

RESOLUTION NO. 129 – 10/17/16

RESOLUTION TO APPROVE BUDGET REPORT NO. 10 FOR WD#12 (\$7163.38) AUTHORIZE SUPERVISOR TO SIGN

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

Resolved to approve Budget Report No.10 for Water District 12 requesting \$7163.38 from Rural Development.

Adopted: 4 ayes 0 nays

RURAL DEVELOPMENT (RD) PROJECT BUDGET/COST CERTIFICATION

Project Name: Town of Ridgeway Water District No. 12 Date: 10/20/16 Report No.: 10  
 Author:                      Ballmaster:                     

Rural Source(s)	Amount	Other Funding Source(s)	Amount
RD Loan	\$205,000.00	Other Source:	
RD Loan		Other Source:	
RD Grant	\$445,000.00	Other Source:	
RD Grant	\$68,000.00	Other Source:	
SUB TOTAL:	\$605,000.00	SUBTOTAL:	\$0.00
		TOTAL:	\$605,000.00

ITEM	APPROVED BUDGET	MODIFIED BUDGET	PREVIOUS EXPENDITURES	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	BALANCE REMAINING
<b>A. ADMINISTRATIVE</b>						
J. Land	\$3,885.00	\$3,885.00	\$3,885.00		\$3,885.00	\$0.00
K. Bonding	\$27,000.00	\$25,000.00	\$25,000.00		\$25,000.00	\$2,000.00
L. Mail Invoicing	\$8,421.81	\$8,421.81	\$8,421.81		\$8,421.81	\$0.00
M. Fleet Maintenance	\$2,206.40	\$2,206.40	\$2,206.40		\$2,206.40	\$0.00
N. System Management	\$10,000.00	\$10,000.00	\$9,800.00		\$9,800.00	\$200.00
O. Land & Right of Way	\$400.00	\$400.00	\$400.00		\$400.00	\$0.00
P. EIR/IR/NEPA Compliance	\$2,400.00	\$2,400.00	\$2,400.00		\$2,400.00	\$0.00
Q. Miscellaneous	\$1,029.24	\$1,042.42	\$1,032.42	\$8.00	\$1,040.42	\$0.00
<b>Total A. Administrative</b>	<b>\$38,947.45</b>	<b>\$35,154.23</b>	<b>\$84,732.43</b>		<b>\$84,732.43</b>	<b>\$0.00</b>
<b>B. TECHNICAL SVCS.</b>						
R. Engineering						
1. Study and Report Phase	\$2,810.17	\$2,810.17	\$2,810.17		\$2,810.17	\$0.00
2. Preliminary Design Phase	\$18,648.00	\$18,648.00	\$18,648.00		\$18,648.00	\$0.00
3. Final Design Phase	\$11,778.00	\$11,778.00	\$11,778.00		\$11,778.00	\$0.00
4. Bidding and Inspection Phase	\$1,224.00	\$1,224.00	\$1,224.00		\$1,224.00	\$0.00
5. Construction Phase	\$5,448.00	\$5,448.00	\$5,448.00		\$5,448.00	\$0.00
6. Post Construction Phase	\$200.00	\$200.00	\$200.00		\$200.00	\$0.00
7. Resident Project Representative	\$37,478.00	\$37,478.00	\$37,478.00		\$37,478.00	\$0.00
8. Additional Services (Printing)	\$1,910.00	\$2,810.00	\$2,810.00		\$2,810.00	\$0.00
<b>Total B. Technical Svcs.</b>	<b>\$91,171.67</b>	<b>\$91,171.67</b>	<b>\$91,171.67</b>	<b>\$0.00</b>	<b>\$91,171.67</b>	<b>\$0.00</b>
<b>C. CONSTRUCTION</b>						
<b>1. Construction Contracts</b>						
A. Highlander Construction-Base Bid	\$595,838.00	\$595,838.00	\$595,838.00		\$595,838.00	\$0.00
B. Highlander Construction-Alternates	\$195,830.00	\$185,830.00	\$185,830.00		\$185,830.00	\$10,000.00
C. Contract 1						
D. Contract 2						
E. Contract 3						
<b>2. Other Expenditures</b>						
A. Materials		\$1,871.78		\$1,871.78	\$1,871.78	\$48.00
B. Misc		\$5,048.28		\$5,048.28	\$5,048.28	\$40.00
<b>Total C. Construction</b>	<b>\$794,598.00</b>	<b>\$784,498.00</b>	<b>\$784,498.00</b>	<b>\$4,251.06</b>	<b>\$790,374.94</b>	<b>\$584.00</b>
<b>D. CONTINGENCY</b>						
1. Contingency	\$12,914.04	\$12.00				
<b>Total D. Contingency</b>	<b>\$12,914.04</b>	<b>\$12.00</b>				<b>\$12.00</b>
<b>TOTAL PROJECT COST</b>	<b>\$906,500.00</b>	<b>\$895,802.00</b>	<b>\$957,732.43</b>	<b>\$7,452.38</b>	<b>\$904,904.94</b>	<b>\$294.96</b>

I certify in the best of my knowledge and belief that the billed costs or reimbursements are in accordance with the terms of the project and that the reimbursements represent the Federal share plus, 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.

*Patricia H. ...* SUPERVISOR  
 Applicant:                      Title: TOWN OF RIDGEWAY Government Architect  
 Date Reviewed: 10/17/16  
 Prepared by:

RESOLUTION NO. 130 – 10/17/16

RESOLUTION TO APPROVE REQUEST FOR PAYMENT NO. 3 (WD#13) FROM SERGI CONSTRUCTION IN THE IN THE AMOUNT OF \$101404.22

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

Resolved to approve request for payment no. 3, WD#13, from Sergi Construction in the amount of \$101404.22.

Adopted; 4 ayes 0 nays



Contractor's Application for Payment No. 3

Application Period: September 10, 2016 to October 7, 2016		Application Date: 10/10/2016	
To (Owner): Town of Ridgeway 410 West Avenue Madison, NY 14103	From (Contractor): Sergi Construction, Inc. 775 Jewett Holmwood Road East Aurora, NY 14052	Via (Engineer):	Chatfield Engineers, P.C. 2800 Dewey Avenue Rushwater, NY 14616
Project: Town of Ridgeway Water District No. 13	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	00-032

Application For Payment  
Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1	\$95,700.00	
TOTALS		\$95,700.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$95,700.00	

  

1. ORIGINAL CONTRACT PRICE	\$	644,892.00
2. Net change by Change Orders	\$	95,700.00
3. Current Contract Price (Line 1 + 2)	\$	739,592.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	569,414.95
5. RETAINAGE:		
a. 5% X \$569,414.95 Work Completed	\$	31,920.75
b. 5% X \$ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	31,920.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	617,894.20
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	516,489.98
8. AMOUNT DUE THIS APPLICATION	\$	101,404.22
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	121,097.20

**Contractor's Certification**  
The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress 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 or covered by this Application for Payment will pass to Owner at time of payment, free and clear 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 interest 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 \$ 101,404.22  
(Line 8 or other - attach explanation of the other amount)

is recommended by Jal... 10/10/16  
(Engineer) (Date)

Payment of \$ 101,404.22  
(Line 8 or other - attach explanation of the other amount)

is approved by \_\_\_\_\_  
(Owner) (Date)

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

**RESOLUTION NO. 131 – 10/17/16**

**RESOLUTION TO AUTHORIZE LETTER  
OF SUPPORT TO VILLAGE OF MEDINA  
FOR REQUEST TO NYSDOT**

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

Resolved to authorize letter of support to Village of Medina for request to NYSDOT.

Adopted:                              4 ayes                              0 nays

**RESOLUTION NO. 132 – 10/17/16**

**RESOLUTION TO ADOPT WORKPLACE  
VIOLENCE INCIDENT REPORT**

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

Resolved to adopt workplace violence incident report.

Adopted:                              4 ayes                              0 nays

**OTHER BUSINESS:**

**FIRE COMPANY REPORT – September report read by Councilwoman Fisher.**

**DEPARTMENT REPORT:**

Highway Superintendent, Mark Goheen, told the board that his department is still mowing roadsides.

Bids were received for replacement of a roof on a building located at Glenwood Lake Property.

A walk-thru with an engineer has been done on the East Scott Rd. bridge.

Water District #13 residents are hooking up and very happy to have water.

Code Enforcement Officer, Dan Wolfe, stated that he has been working on closing out building permits. Also, the Zoning Board is working on a SUP on Angling Rd for a windmill. There was a discussion with the Town Board concerning solar energy.

RESOLUTION NO. 133 – 10/17/16

RESOLUTION TO PAY BILLS

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

Resolved to pay bills as presented:

PREPAID ABSTRACT:     \$ 11050.85

ABSTRACT:                 \$255080.43

WIRE TRANSFER:           14809.44

**TOTAL ABSTRACT:**       **\$280940.72**

Adopted:                   4 ayes                   0 nays

ADJOURNMENT

As there was no further business to discuss at this time, the meeting was adjourned by Councilman Stalker at 7:30 P.M. and seconded by Councilwoman Fisher.

Town of Ridgeway,

Barbara J. Klatt  
Town Clerk

