

**TOWN OF RIDGEWAY  
TUESDAY FEBRUARY 18, 2020**

The Town Board Meeting for February 18, 2020 was called to order by Supervisor Napoli at 7:00 P.M. at the Town Hall, Medina, NY.

**Those Officers Present:**

Brian Napoli  
Jeffrey Toussaint  
Dave Stalker  
Mary Woodruff  
Duane Payne  
Lynne Johnson

Supervisor  
Councilman (Absent)  
Councilman  
Councilwoman  
Councilman  
Legislator (Absent)

**Others:**

John Olinger

Hwy Superintendent (Absent)

Karen Kaiser  
Laurie Kilburn  
Joelle Brown  
Dan Wolfe  
Patricia Laszewski  
Tom Fenton  
Tim Elliott

Town Clerk  
Deputy Town Clerk  
Ridgeway Clerk  
Code Enforcement Officer  
Assessor (Absent)  
Planning Board Chairman  
Town Planning Board

Chris Crafts  
Selwyn Spearin  
Frank Berger  
Dave Nixon  
Anna Callard  
Shawn Callard  
Mike Kuhmann  
Darlene

Resident  
Resident  
Resident  
Resident  
Resident  
Resident  
Resident  
Resident

The meeting was called to order at 7:00 P.M. by Supervisor Napoli by the reciting of the pledge of allegiance.

**RESOLUTION NO.27-02/18/2020**

Offered by Councilwoman Woodruff who moved its adoption.  
Seconded by Councilman Payne.  
Resolved to accept the agenda

**RESOLUTION TO APPROVE THE AGENDA**

Adopted:

4Ayes

0 Nays

**RESOLUTION NO.28-02/18/2020**

Offered by Councilman Stalker who moved its adoption.  
Seconded by Councilman Payne.

**RESOLUTION TO APPROVE THE TOWN  
BOARD MINUTES OF THE JANUARY 21, 2020.**

Resolved to approve the minutes of the January 21, 2020 Town Board meeting as presented.

Adopted:

4Ayes

0 Nays

**Communications:**

MRB Engineering: WD#13 extension engineering estimate: \$5000.  
Orleans HUB: Outstanding Citizen Award: Mary Woodruff  
Environmental Assessment for STAMP Project.

**Date of the next meetings:**

Workshop, March 10, 2020, 7P.M. Ridgeway Town Hall

Town Board Meeting, March 16, 2020, 7P.M. Ridgeway Town Hall

**Old Business:**

WD#14 construction update meeting and payment #2 Request.

**New Business:**

**RESOLUTION NO.29-02/18/2020**

**RESOLUTION: REFER SOLAR ENERGY  
BATTERY STORAGE LAW  
MORATORIUM REQUEST TO THE  
ORLEANS COUNTY PLANNING BOARD  
FOR THEIR RECOMMENDATION**

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

Adopted : 4 Ayes

0 Nays

Resolved to send the solar energy battery storage law moratorium request to the County for their recommendation.

**RESOLUTION NO.30-02/18/2020**

**SET PUBLIC HEARING FOR  
MORATOURIUM REGARDING  
BATTERY ENERGY STORAGE  
SYSTEMS LAW FOR MARCH  
16, 2020 7P.M. RIDGEWAY TOWN  
HALL**

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

RESOLVED, that the Town set a public hearing for a moratorium regarding Battery Energy Storage Systems Law for March 16,2020 at 7.P.M. at the Ridgeway Town Hall

Adopted : 4 Ayes

0 Nays

**RESOLUTION NO.31-02/18/2020**

**RESOLUTION APPROVE ENGINEERING  
SERVICES ESTIMATE  
FROM MRB ENGINEERING FOR  
WD#13 EXTENSION IN THE AMOUNT  
OF \$5000.**

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

Resolved that the Town approve the engineering services estimate from MRB Engineering in the amount of \$5000 for the WD#13 extension.

Adopted : 4 Ayes

0 Nays



[www.mrbgroup.com](http://www.mrbgroup.com)

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

January 15, 2020

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

RE: TOWN OF RIDGEWAY  
PROPOSAL FOR PROFESSIONAL SERVICES - DESIGN AND CONSTRUCTION PHASE  
WATER DISTRICT No. 13, EXTENSION No. 1

Dear Brian and Town Board Members:

We appreciate the opportunity to offer this proposal for professional engineering services for the above referenced project.

**I. Project Overview**

Chatfield Engineers completed the Preliminary Engineering Report and Preliminary Design Plans for Water District No. 13, Extension No. 1 as a no charge courtesy back in 2017. This extension would run along East Scott Road creating a loop between Horan Road and Bates Road.

It is our understanding that the project will be let for material bid with the water main installation to be completed by The Town of Ridgeway Highway Department.

**II. Scope of Services and Compensation**

Based upon our knowledge of the water system and engineering report prepared in 2017, the following scope of services has been developed for the project.

**A. Preliminary Design Phase:**

- L Submit preliminary plans to the Town and meet to review and address all comments.
2. Contact review agencies to discuss project. Prepare applications

- B. Final Design Phase:**
1. Make final plan revisions based on review comments from agencies and Town.
  2. Prepare final construction plans and material specifications.
  3. Issue material bid documents.
- C. Bidding Phase:**
1. Assist Town to solicit, collect and evaluate bids.
  2. Prepare addenda as needed.
  3. Prepare Bid tabulation.
  4. Evaluate low bidder's qualifications.
  5. Provide Bid review letter to Town Board for contract award.
- D. Construction Administration: (Based on a maximum construction duration of two months.)**
1. Review material submittals.
  2. Coordination with Town on a regular basis to answer questions during construction and provide technical input during construction as required.
  3. Provide certification of work to Orleans County Department of Health based on Town providing MRB a letter certifying that watermain installation was in accordance with approved plans.
- E. Construction Observation**
- L. Provide part-time time construction observation for construction including witnessing pressure testing and observing collection of health samples (two site visits).
- F. Post-Construction:**
1. Prepare record drawings for project in Auto-Cad format based red-lined drawings prepared by the DPW.

**TOTAL of Estimated Engineering Services.....\$5,000.00\***

and submittal materials for the following review agencies:

- Orleans County Department of Health.

*\*We note that this fee reflects a courtesy discount from what our actual projected costs are for the tasks outlined above.*

*The cost figures shown above represent our lump sum amount for design, and construction administration. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.*

### III. Project Assumptions and Exclusions

Our scope and fees include the following project assumptions. We also note that items not included in the above services can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. Easement maps and easement legal descriptions based on tax map data, at \$500 per each.
- B. Natural or cultural resources field investigations or reports.
- C. Wetland delineations or reports.
- D. Furnish other environmental investigations or reports.
- E. Geotechnical field investigations.
- F. Prepare or submit construction permit applications to NYSDEC or Army Corps of Engineers (ACOE).
- G. Offsite survey through adjacent parcels or other alternate offsite routing.
- H. Provide post-construction GPS location survey of improvements including rims and invert elevations.
- L. Construction stakeout and survey.
- J. Disturbance will be less than 1 acre, therefore a SPDES permit will not be needed.
- K. SEQR.

### IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.



**V. Standard Terms and Conditions**

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

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

James J Oberst, P.E.  
Vice President/ C.O .O.

Paul R. Chatfield, P.E.  
Senior Project Manager

J:\ 630006\ Ltrs-Proposals\ 2020\ sdm-(T) Ridgeway - Water District 13 Extension I. do cx

**PROPOSAL ACCEPTED BY:**

Signature	Title	Date
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**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.  
AGREEMENT FOR PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS****A. TERMINATION**

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

**B. OWNERSHIP OF DOCUMENTS**

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the

P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

**C. ESTIMATES**

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

**D. INSURANCE**

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

**E. INDEPENDENT CONTRACTOR**

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or

application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

**F. SUCCESSORS AND ASSIGNS**

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

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

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

**H. INVOICES AND PAYMENT**

Client will pay MRB Group, Engineering, architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoice s will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus a<sup>1</sup> interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

**I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES**

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

**J. P.S.O. NOT AN EMPLOYEE**

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



**MRB group**

**MRB group**

Town of Ridgeway  
RE: WATER DISTRICT NO. 13, EXTENSION NO. 1  
January 15, 2020  
Page 7

**K. INDEMNITY**

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

RESOLUTION NO.32-02/18/2020

RESOLUTION APPROVE WD#14  
PAYMENT REQUEST NO.2 IN THE  
AMOUNT OF \$242,640.48  
AUTHORIZE SUPERVISOR TO SIGN

Offered by Councilman Stalker who moved its adoption.  
Seconded by Councilman Payne.

Adopted: 4Ayes

0Nays

Resolved Payments request No.2 for WD #14 in the amount of \$242,640.48 authorize the Supervisor to sign.

February 13, 2020

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

**RE: TOWN OF RIDGEWAY WATER DISTRICT NO. 14  
MRB GROUP PROJECT NO. 1814.18001.000**

Dear Brian and Town Board Members:

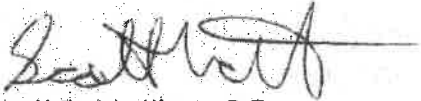
We have enclosed for your review and approval at your Town Board Meeting on February 18, 2020, (1) copy of the Contractor's Application for Payment No. 2 for the above referenced Project.

**The Total Amount Payable for this Application is \$242,640.48.** This Contract is 70% complete as of February 7, 2020.

Please note we will provide six (6) original copies of the Application for Payment and the latest Budget Report Form E for your signature at the Job Progress Meeting on February 24, 2020.

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

Sincerely,



Scott D. Mattison, P.E.  
Senior Civil Engineer

Enc.

Copies by email only to:

Karen Kaiser, Town Clerk (w/ Enc.)

John Olinger, Town Highway Supt. (w/ Enc.)

Kathy Dear, LaBella Associates (w/ Enc.)

John Helgren, P.E., USDA Rural Development (w/ Enc.)

Dawn Kuras, USDA Rural Development (w/ Enc.)

Tim Cannon, USDA Rural Development (w/ Enc.)



Application Period:	January 11, 2020 to February 7, 2020
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## Application For Payment Change Order Summary

## Contractor's Certification

Payment of: 242,640.48

(Line 8 or other - attach explanation of the other amount)

2/13/20

(Date)

is recommended by: [Signature]

(Engineer)

Payment of: \$

Payment of: \$

is approved by: \_\_\_\_\_

Approved by: \_\_\_\_\_

Funding Agency (if applicable)

(Date)

# Contractor's Application For Payment No. 2

Town of Ridgeway Water District No. 14

January 11, 2020 to February 7, 2020

10-Feb-20

[illegible]

**Contract for Construction**  
**Town of Ridgeway**  
**Water District No. 14**  
**Water Main Installation**

**Contractor:**  
**Sergi Construction, Inc.**  
**759 Jewett Homewood Road**  
**East Aurora, NY 14052**

**Owner:**  
**Town of Ridgeway**  
**410 West Avenue**  
**Medina, NY 14103**

**Pay Application No. 2**  
**Period of Application**  
**January 11, 2020 to February 7, 2020**

Item #	Description	Unit	Qty	Unit Price	Amount	Quantity	This Period	Quantity	Total To Date	Amount
02229	Rock Removal	CY	100	\$0.01	\$1.00	0	\$0.00	0	0%	\$0.00
02444A	Select Fill	CY	100	\$0.01	\$1.00	0	\$0.00	0	0%	\$0.00
02444B	8" DR-11 HDPE Directional Boring Port Road Sta. P12+76 to Sta. P14+4	LS	1	\$16,190.00	\$16,190.00	0	\$0.00	0	0%	\$0.00
02611A	8" DR-18 PVC Water Main	LS	1	\$18,930.00	\$18,930.00	0	\$0.00	0	0%	\$0.00
02611B	Pipe Bedding	LF	19,100	\$27.84	\$531,744.00	0	\$0.00	0	0%	\$0.00
02631	1" Corp Stop, Tap and Saddle	LF	19,100	\$0.61	\$19,100.00	0	\$0.00	0	0%	\$0.00
02633	1" Corp Stop and Buffalo Box	EA	29	\$220.00	\$6,380.00	0	\$0.00	0	0%	\$0.00
02634A	1" Long Side Water Service	LF	29	\$265.00	\$7,685.00	0	\$0.00	0	0%	\$0.00
02634B	1" Short Side Water Service	LF	700	\$10.00	\$7,000.00	0	\$0.00	0	0%	\$0.00
02645A	Hydrant Assembly	EA	20	\$4,400.00	\$88,000.00	0	\$0.00	0	0%	\$0.00
02645B	Hydrant Tee Valve and Plug	EA	9	\$1,773.00	\$15,957.00	0	\$0.00	0	0%	\$0.00
02645D	12" Hydrant Extension	EA	1	\$404.00	\$404.00	0	\$0.00	0	0%	\$0.00
02645E	Direct Water Main Connection	EA	1	\$475.00	\$475.00	0	\$0.00	0	0%	\$0.00
02650A	8" X 8" Tapping Sleeve and Valve	EA	4	\$3,770.00	\$15,080.00	0	\$0.00	0	0%	\$0.00
02660	12" S/CPP Storm Sewer Installation with End Sections	EA	13	\$1,560.00	\$20,280.00	0	\$0.00	0	0%	\$0.00
02920A	Asphalt Road Restoration	LF	100	\$10.00	\$1,000.00	0	\$0.00	0	0%	\$0.00
02920B	Crushed Stone Driveway Restoration	LF	200	\$16.00	\$3,200.00	0	\$0.00	0	0%	\$0.00
02920C	Concrete Driveway Restoration	LF	700	\$5.00	\$3,500.00	0	\$0.00	0	0%	\$0.00
02920D	Concrete Driveway Restoration	LF	100	\$10.00	\$1,000.00	0	\$0.00	0	0%	\$0.00
<b>Total Contract Amount (Base Bid) =</b>					<b>\$735,964.00</b>	<b>39</b>	<b>\$390.00</b>	<b>39</b>	<b>50%</b>	<b>\$195.00</b>

**Total Work Completed to date (Base Bid) =**

**\$513,122.04**

**Change Orders**  
 C.O. #1 \$0.00  
 C.O. #2 \$0.00  
 C.O. #3 \$0.00  
**Total C.O.'s** **\$0.00**

**Total Work Completed to date =**

**\$513,122.04**

**Less Previous Estimates**  
 Est. #1 \$250,069.61  
 Est. #2 \$0.00  
 Est. #3 \$0.00  
 Est. #4 \$0.00  
 Est. #5 \$0.00  
**Total** **\$250,069.61**

**Total Materials Stored on Site =**  
 Sub-Total To Date = **\$5,520.16**  
**Less Retainage Amount (5%) =**  
 Sub Total = **\$492,710.09**

**Less Previous Estimate =**  
**Total Amount Due This Estimate =**  
**Balance to Finish plus Retainage =**

**\$243,253.91**

RESOLUTION NO.33-02/18/2020

RESOLUTION: AUTHORIZING THE  
TRANSFER OF MONEYS FROM 2019  
DA. UNRESERVED FUND BALANCE  
TO THE HIGHWAY EQUIPMENT  
RESERVE DA.0878.00 IN THE  
AMOUNT OF \$55,451.00

Offered by Councilwoman Woodruff who moved its adoption.  
Seconded by Councilman Payne.

Adopted: 4 Ayes

0 Nays

WHEREAS, the Highway Equipment money received via grant funding in 2019 along with two other sales of equipment, was unused and can be transferred to the highway equipment fund balance reserve.

RESOLVED, that the Town Board authorizes the Bookkeeper to move \$55,451.00 from DA.0909.00 unreserved Fund balance to DA.0878.00 Highway Equipment fund balance reserved.

RESOLUTION NO.33-02/18/2020

RESOLUTION: AUTHORIZE THE  
SUPERVISOR TO SIGN A LETTER OF  
PARTICIPATION FOR THE ORLEANS  
COUNTY MITIGATION PLAN

Offered by Councilwoman Woodruff who moved its adoption.  
Seconded by Councilman Payne.

Adopted 4 Ayes

0 Nays

Resolved that the Supervisor is to sign a letter of participation for the Orleans County Mitigation Plan



**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](http://www.orleanscountyny.gov)

02/11/2020

Thomas Lampo  
Planner  
Orleans County Department of Planning and Development  
14016 Route 31  
Albion, NY 14411

**Subject:** Orleans County Hazard Mitigation Plan Update  
Authorization and Letter of Intent to Participate  
Town of Ridgeway

Dear Mr. Lampo:

This is to confirm that the Town of Ridgeway is committed to participating in the Orleans County Hazard Mitigation Plan (HMP) Update project. By way of this letter, the Town of Ridgeway:

1. Authorizes the Orleans County HMP Update Steering Committee to guide and direct this planning process, perform certain parts of the planning process, and prepare certain parts of the plan documents on our behalf.
2. Agrees to meet the minimum requirements of jurisdictional participation (a.k.a. the Planning Partner Expectations), including:
  - Execute and return this letter to the Orleans County Department of Planning and Development, attention: Thomas Lampo.
  - Identify municipal representatives to serve as the planning point of contacts (POC), below. These people will be responsible for representing their community and assuring that these participation expectations are met by our community.
  - Support the Steering Committee and provide representation at planning meetings when necessary (~ 6 meetings over 6 months, including a Kick-Off Meeting and a Mitigation Strategy Workshop).
  - Provide data and information about our community as requested by the Steering Committee or the contract consultant, including:
    - Structure and facility inventory data
    - Identification of new development and anticipated development
    - Identification of hazard risk areas



**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](http://www.orleanscountyny.gov)

- Identification of hazard events and losses that have impacted our community in the last five years
  - Identification of plans, studies, reports and ordinances addressing hazard risk
  - Identify mitigation activity in our community in the last 12 years, including progress on previously identified mitigation actions.
  - Support public outreach efforts in our community which may include:
    - Providing notices of the planning project on our municipal website with links to a County project website
    - Providing notice of the planning project, the availability of plan documents, and notice of public meetings via available local media (e.g. newsletters, flyers, email blasts, social media, etc.)
    - Advertising and supporting public meetings in our area
    - Supporting outreach to National Flood Insurance Program (NFIP) Repetitive Loss and Severe Repetitive Loss property owners in our community.
  - Assist with the identification of stakeholders within our community that should be informed and potentially involved with the planning process.
  - Completing data and information collection survey forms in a timely manner.
  - Identify specific mitigation actions to address each of the hazards posing significant [or high or medium] risk to our community.
  - Involve our local NFIP Floodplain Administrator in the planning process.
  - Review draft plan sections when requested and provide comment and input as appropriate.
  - Adopt the HMP by resolution of our governing body after FEMA conditional approval.
  - Periodically provide the Steering Committee with reports of municipal staff and volunteer labor spent on the planning process.
3. Assigns the following persons to be the Points of Contact for our jurisdiction. We understand that these POCs are responsible for assuring municipal representation at municipal Planning Partnership meetings, and assuring that the other minimum requirements of jurisdictional participation, as detailed in the Planning Partner Expectations above, are met.





**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

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<b>Primary POC</b>	
Name:	Position/Department:
Phone Number:	Email Address:
<b>Alternate/Secondary POC</b>	
Name:	Position/Department:
Phone Number:	Email Address:
<b>Floodplain Administrator (designated by our Flood Damage Prevention Ordinance)</b>	
Name:	Position/Department:
Phone Number:	Email Address:

4. Recognizes that failure to meet the minimum participation expectations and deadlines, as determined by the Steering Committee will result in our municipality being excluded from the planning process.

Sincerely,

Brian P. Napoli  
Supervisor, Town of Ridgeway

**Other Business:**

Fire Company Report: Councilman Stalker read aloud the Fire Company report:



***Ridgeway Volunteer Fire Company, Inc.***

11392 Ridge Road

PO Box 816

Medina, NY 14103-0816

E-mail: [ridgewayfiredept@rochester.rr.com](mailto:ridgewayfiredept@rochester.rr.com)

Web Site: [ridgewayfire.org](http://ridgewayfire.org)

Station #1 (585) 798-2076

Fax # (585) 798-5350

**Monthly Alarm Report  
January. 2020**

Structure Fires	1	Vehicle Fires	0
Grass Fires	0	M.V.A.	0
E.M.S.	21	Haz. Conditions	3
Automatic Alarms	0	Mutual Aid	2
False Alarm	0	Total Alarms	27

**Report Prepared By  
Matt Natale**

**\*does not include training or any other hours.**

**Department Reports:**

Town Clerk: Kaiser reported that the Town Clerks office has completed the January Property Tax collection and so far has written checks in the amount of \$3,717,465.68. Completing the Warrant amount to the Supervisor of \$1,479,025.68 as well as checks to the County of \$44,440.00 for recycle waste program and , 1,789,000. On account for the taxes already collected.

Kaiser said that she wishes to formally thank Deputy Kilburn who is in her first season of taxes and, second Deputy Brown who was with me last year during collection for all of their hard work, and for doing such a great job.

Kaiser further stated that she will be attending the Town Clerks Conference in Albany with Deputy Brown in April while Deputy Kilburn holds down the fort. Kaiser will be available by phone throughout the conference.

Assessor :(Absent)

Code Enforcement: Mr. Wolfe stated that building permits were going slowly, both new and closing out old ones and that he is currently working on all of the required reports for the State of New York for all three Towns.

Highway:(Absent)(Read by Town Clerk) John Olinger stated that the men are working on shop maintenance , servicing equipment, roadside ditching and of course plowing snow and salting. Have been working with Sergi's crew, and are near the final stages of waterline installation.

Joelle Brown: working on water bill payments as well as shut off notices for non-payment.

Town Attorney: Kathy Bogan nothing further to report at this time.

**Councilman Reports:**

Councilman Payne, Nothing to add

Councilman Toussaint, (Absent)

Councilwoman Woodruff, Going back to the Citizen of the year award, stated that she has never been so Honored. The Home Town Hero's banner project has 67 paid for by sponsors for this upcoming series. Woodruff stated that it has been an honor to get to know the veterans as well as their families and friends. Woodruff further stated that this was the greatest project that she had ever had the privilege of working on and that she felt the honor does go not to her but, to the Veterans who gave so much to us through their service.

Councilman Stalker, Had nothing further as all his points had already been covered.

The Supervisor asked for a motion to pay the bills as presented .

Offered by Councilman Stalker who moved its adoption.  
Seconded by Councilman Payne.

Resolved to pay the bills as presented.

Abstract Total: \$254,018.29

Adopted: 4 Ayes

0 Nays

Other Business:

Supervisor Napoli asked if there was any further business. At which time the floor opened for questions, beginning with:

Resident Dave Nixon asked for an explanation of the proposed Battery Storage Law.  
Supervisor Napoli explained the process to set a moratorium for information on the battery storage containers.

Supervisor Napoli explained the process to set a moratorium for information on the battery storage containers.

Resident Anna Callard asked "what is the Green Energy Law is this article 10?"

Supervisor Napoli stated that it was not article 10, and that Green Energy sets up the outline for policy to Encourage solar, wind energy, etc.

Dave Nixon Resident asked where notices for these meeting were, as he hadn't seen any.

Napoli replied that the Town publishes in the Batavia Dailey news as law states it must be a subscription based paper, and that the Town also has it on our bulletin board and the Town's website.

Napoli asked what happens in 20-25 years with these things

Chris Crafts Resident stated they are flammable; contain lithium what is the plan for when they "age out?" Article 10 is on hold.

Mike Kuhmann Resident asked are the decommissioning bonds being required to update yearly. Supervisor Napoli stated every 5 years, and that is something we will be looking to adjust. Even the County is questioning this, also what do we do with the windmills when the blades wear out? They I believe are fiberglass so they can probably be recycled.

Dave Nixon Resident stated that the solar panels go on the property and the companies can walk away leaving the property owner responsible.

Supervisor Napoli stated No it's in the Bond. They also cannot use goats or pigs' only cows or sheep as pigs and goats root and can chew through the wires. Tom Fenton and I sat through a presentation with NYSERTA, the girl was very interesting and informative and we are trying to get her to come and speak in Albion.

Shawn Callard Resident asked if the Town could work on changes to the local law, possibly changing the setbacks.

Dan Wolfe Code Enforcement Officer stated, yes but unfortunately none of this will affect the Swett Rd. project.

Shawn Callard Resident asked how this got this far with no one knowing.

Mike Kuhmann Resident asked do they have to have batteries.

Towns Attorney Bogan stated this is why the Town is setting a moratorium, we can't zone out a utility, we can look at what we can do for the safety of our community.

Frank Berger Resident asked can we pass a resolution deciding who gets a pilot. Attorney Bogan stated No the state decides the eligibility.

Darlene Resident asked is there any safety nets if the company goes belly up.

Brian Napoli stated the decommissioning bond.

Shawn Callard Resident asked Supervisor Napoli if he thought the Town had jumped the gun on its solar law.

Supervisor Napoli stated yes and no, we tried to get ahead of this.

Dan Wolfe stated 6 years ago we did the solar law, but it included utility solar. 15-20 residents wanted to install solar panels on their roofs. The law was to try and get ahead of this. We were trying to act in the best interest of the Town.

Frank Berger resident asked if the County Legislator ever came to the Town Board meetings

Supervisor Napoli stated that she was in attendance but, not at every meeting, but that the Deputy Legislator was never here.

As there were no other comments or questions at this time the

Respectfully Submitted by,

Karen L. Kaiser  
Ridgeway Town Clerk, RMC

