

**TOWN OF RIDGEWAY
TOWN BOARD MEETING
MONDAY MARCH 16,2020**

The Town Board meeting for March 16,2020 was called to order by Supervisor Napoli at 7:05 P.M. at the Town Hall, Medina, NY

Those Officers Present:

Brian Napoli
Jeffrey Toussaint
Dave Stalker
Mary Woodruff
Duane Payne

Supervisor
Councilman
Councilman
Councilwoman
Councilman

Karen Kaiser
John Olinger
Joelle Brown
Patricia Laszewski
Dan Wolfe

Town Clerk
Highway Superintendent
Ridgeway Clerk
Assessor
Code Enforcement (Absent)

Lynne Johnson

Legislator (Absent)

Others Present:

Michael Kuhmann
Anna Callard
Shawn Callard

Resident
Resident
Resident

The meeting was called to order at 7:05 P.M. by Supervisor Napoli with the reciting of the pledge of allegiance.

RESOLUTION NO.34-03/16/2020

RESOLUTION TO APPROVE THE AGENDA

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

Adopted: 5 ayes

0 nays

Resolved to approve the agenda of March 16,2020 Town Board meeting

RESOLUTION No.35-03/16/2020

**RESOLUTION TO APPROVE THE
MINUTES OF THE FEBRUARY 18,2020
TOWN BOARD MEETING.**

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

Adopted: 5 ayes

0 nays

Resolved to approve the minutes of the February 18,2020 Town Board meeting as presented.

Communications:

- **Code Enforcement: Annual Activity Report. Confirmation received**
- **Request for extension for AUD approved.**
- **USDA, NY Ag & Mkts. European Cherry Fruit Fly spray program.**
- **Notice: Gaines Basin Road bridge closed starting March 23,2020 for six months.**

Date of next meetings:

- **Workshop, April 14,2020,7PM Ridgeway Town Hall**
- **Board meeting: April 20,2020, 7PM Ridgeway Town Hall**

Old Business:

- **WD#14 Update- John Olinger stated all the water line is in the ground, flushing and health board approval to follow.**

New Business:

RESOLUTION NO.36-03/16/2020

**LOCAL LAW #1: SIX MONTH
MORATORIUM, BATTERY
STORAGE SYSTEMS.**

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

Adopted: 5 ayes

0 nays

Local Law Filing

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

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

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

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

of Ridgeway

Local Law No. 1 of the year 20 20

A local law Establishing a Six Month Moratorium on Applications
(Insert Title)
Approvals and/or Construction or Installation on Electric
Energy Storage Systems

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

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

of Ridgeway

as follows:

See attached text of Local Law

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

**Town of Ridgeway
Local Law No. 1 of 2020**

A Local Law Establishing a Six Month Moratorium on Applications, Approvals, and/or Construction or Installation on Electric Energy Storage Systems

Be it hereby enacted by the Town Board of the Town of Ridgeway as follows:

Section 1: Purpose and Intent. The purpose of this Local Law is to protect the health, safety, and welfare of the residents of the Town of Ridgeway and to maintain the status quo as to certain electric energy storage uses, as the present zoning regulations of the Town of Ridgeway do not adequately address this type of use. This moratorium will temporarily stop the processing of applications for and the issuance of permits, certificates of occupancy, and approvals for certain land uses related to electric energy storage, including electric energy storage systems. The moratorium is for a period of six (6) months, allowing the Town Board to analyze and determine potential appropriate revisions and amendments to the Town of Ridgeway Zoning Code concerning this use. This Local Law will allow the Town Board to extend the moratorium period by resolution in the event the Town Board requires additional time to complete the required review and revisions to the zoning law.

Section 2: Legislative Findings. The Town of Ridgeway Town Board hereby finds that without a temporary halt on the processing, permitting, and approval for certain electric energy storage uses there is a potential that such uses could be located in unsuitable areas within the Town and/or on particular lots without adequate dimensional regulations in place. Appropriate safety regulations for this type of use are also critical. The potential for the unsuitable location of and lack of proper regulations for such uses would have materially adverse impacts on the Town. The Town Board also finds that time is required to perform the necessary analysis of the potential types of facilities that could be located in the Town. By maintaining the status quo regarding such uses, the Town Board can provide for the planned orderly growth and development of the Town.

Section 3: Moratorium Imposed; Applicability. For a period of six (6) months following the effective date of this Local Law, no application may be processed, and no permits, certificates of occupancy, approvals, variances, denials, determinations or interpretations may be issued or granted for any land uses relating to electric energy storage systems. Nothing in this local law shall be deemed to affect applications not including electric energy storage systems.

The term "electric energy storage systems" within this local law means an arrangement or combination of equipment designed to store electrical energy in "electric energy storage equipment" and release electric power at a later time, whether as a standalone system or as part of an electric generating system. "Electric energy storage equipment" means a set of technologies capable of storing electric energy and releasing that energy as electric power at a later time. Electric energy storage technologies may store energy as potential, kinetic, chemical or thermal energy, that can be released as electric power and include, but are not limited to, various types of batteries, flywheels, electrochemical capacitors, compressed air storage and thermal storage devices. For purposes of this local law, electric energy storage systems do not

include behind the meter systems not designed or intended to sell energy into the electric grid nor electric vehicles.

This Local Law shall be binding on the Town Board, Planning Board, Zoning Board of Appeals, Building Inspector/Code Enforcement Officer, all Town officials and employees, and any applicant or real property owner in the Town desiring to apply for or receive a permit, certificate of occupancy, or approval in the Town of Ridgeway.

During the period of the moratorium, the Town Board shall endeavor to complete all reasonable and necessary review, study, analysis and, if warranted, revisions to the Town of Ridgeway Zoning Code. During the period of the moratorium, no applications will be accepted nor permits, certificates of occupancy or approvals issued which would authorize development within the Town for land uses as described above. Installation, construction, and site preparation are also prohibited by this Local Law.

Section 4: Term. This moratorium shall be in effect for a period of six (6) consecutive months from its effective date. This term may be extended for a cumulative period of up to an additional six (6) months, if necessary, by resolutions of the Town Board.

Section 5: Effect on Other Laws. To the extent that any law, ordinance, rule or regulation, or parts thereof are in conflict with the provisions of this Local Law, including all provisions of Article 16 of the New York State Town Law concerning special use permit, site plan, building permit, and certificate of occupancy procedure and requirements, this Local Law shall control and supersede such law, ordinance, rule, or regulation.

Section 6: Variance. An application for a variance from the terms of this moratorium may be submitted, with a \$500 fee, to the Town Clerk. Notwithstanding the provisions of Article 16 of the Town Law and the Zoning Code of the Town of Ridgeway, such variance requests shall be considered by the Town Board in accordance with the requirements for a use variance.

Section 7: Severability. Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

Section 8: Effective Date. This Local Law shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law.

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2020 of the (County)(City)(Town)(Village) of Ridgeway was duly passed by the Town Board of the Town of Ridgeway on March 16 2020, in accordance with the applicable provisions of law.

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

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

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ (Name of Legislative Body) on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ (Elective Chief Executive Officer*) on _____ 20____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

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

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

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

Resolved to set a six-month moratorium for Local Law #1 Battery Storage Systems in order for the Town to get more information

RESOLUTION NO.37-03/16/2020

**RESOLUTION FOR PROCLAMATION
OF LOCAL STATE OF EMERGENCY FOR
THE TOWN OF RIDGEWAY. BRIAN
NAPOLI SUPERVISOR.**

**Offered by Councilman Toussaint who moved its adoption.
Seconded by Councilman Payne.**

Adopted: 5 ayes

0 nays

**PROCLAMATION OF LOCAL STATE OF EMERGENCY
FOR THE TOWN OF RIDGEWAY**

BRIAN NAPOLI – TOWN SUPERVISOR

WHEREAS, on January 30, 2020, the World Health Organization designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern;

WHEREAS, on January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19;

WHEREAS, cases of COVID-19 have been documented in Western New York, and both travel-related cases and community contact transmission of COVID-19 have been documented in New York State and more are expected to continue;

WHEREAS, the Governor has declared a Disaster Emergency in the State of New York and the County has declared a State of Emergency for Orleans County; and

WHEREAS, the Town of Ridgeway is addressing the threat that COVID-19 poses to the health, safety, and welfare of its residents and visitors;

NOW, THEREFORE, I, Brian Napoli, Town Supervisor of the Town of Ridgeway, by virtue of the authority vested in me by the Laws of the State of New York, hereby find, pursuant to Section 24(1) of Article 2-B of the Executive Law, that there is a public emergency in the Town of Ridgeway and that the public safety is imperiled thereby, and hereby declare a local state of emergency within the Town of Ridgeway, effective immediately;

IN ADDITION, this declaration shall remain in effect for 30 days, unless earlier rescinded;

FURTHER, I hereby issue an emergency order that all public hearings currently scheduled before any board or body of the Town of Ridgeway are hereby cancelled, to be rescheduled at a date, time, and location to be determined and, pursuant to Section 24(2) of Article 2-B of the Executive Law, this Order shall be in effect for five days, unless extended;

IN ADDITION, I hereby issue an emergency order that public attendance at Town Board meetings is hereby suspended, and that any proceedings of the Town Board shall be made available via livestream, with a link posted on the Town of Ridgeway website, pursuant to the Governor's Declaration of a Disaster Emergency, and, pursuant to Section 24(2) of Article 2-B of the Executive Law, this Order shall be in effect for five days, unless extended;

FURTHER, I hereby issue an emergency order that meetings of all advisory boards and the Zoning Board of Appeals, are hereby suspended until further Order, and, pursuant to Section 24(2) of Article 2-B of the Executive Law, this Order shall be in effect for five days, unless extended;

IN ADDITION, I hereby issue an emergency order that all laws providing for deadlines for action of any board are hereby tolled during the pendency of this State of Emergency, and, pursuant to Section 24(2) of Article 2-B of the Executive Law, this Order shall be in effect for five days, unless extended;

FURTHER, a copy of this Proclamation and the emergency orders herein shall be posted on the Town of Ridgeway website, distributed to the media, and published in the official newspaper of the Town of Ridgeway;

IN ADDITION, the Town is asking the public not to come to any Town facilities or offices for non-essential reasons;

FURTHER, the Town is urging all community groups not to hold large public gatherings; and

IN ADDITION, additional emergency orders may be issued in light of further developments in responding to this disaster, pursuant to Section 24, Article 2-B of the Executive Law.

GIVEN, this 16th day of March, 2020.

By: Brian Napoli
Brian Napoli, Town Supervisor

RESOLUTION NO.38-03/16/2020

RESOLUTION: APPROVE GENERAL
LIABILITY AND COURT INSURANCE
POLICIES. AUTHORIZE SUPERVISOR TO
SIGN.

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

Adopted: 5 ayes

0 nays

Resolved to approve general liability and court insurance policies. Authorize Supervisor to sign .

RESOLUTION NO.39-03/16/2020

RESOLUTION: THE TOWN OF RIDGEWAY
WATER DISTRICT #13 EXTENSION NO. 1
PROJECT FOR MATERIAL BID, WITH THE
BID DATE TO BE ESTABLISHED BY MRB
ENGINEERING GROUP. AUTHORIZE
SUPERVISOR TO SIGN

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

Adopted: 5 ayes

0 nays



www.mrbgroup.com

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

March 9, 2020

Ms. Susan Papponetti
Orleans County Health Department
14012 Route 31 West
Albion, NY 14411

RE: TOWN OF RIDGEWAY WATER DISTRICT NO. 13, EXTENSION NO. 1
MRB GROUP PROJECT NO. 1814.20001.000

Dear Susan:

We have enclosed for your review and approval, three (3) complete sets of Plans and Specifications and one (1) copy of the DOH-348 for the above referenced project.

The Town of Ridgeway Water District No. 13, Extension No. 1 Water Main Installation, consists of providing the equipment, materials and labor to install approximately 2,900 linear feet of 8" DR-18 PVC water main, valves, hydrants, and appurtenances along East Scott Road between Horan Road and Bates Road in the Town of Ridgeway.

The project will also include the maintenance and protection of traffic; and the restoration of all areas disturbed due to the construction.

The Town of Ridgeway will send the review fee of \$200.00 along with the Environmental Fee Schedule. Upon your review should you have any questions, please do not hesitate to call.

Sincerely,

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

Enc.

cc:

By Email Only

Supervisor Brian Napoli, Town of Ridgeway (w/o Enc.)

Karen Kaiser, Town Clerk (w/o Enc.)

John Olinger, Highway Superintendent (w/o Enc.)

Water District (specific area served)
Water District No. 13, Extension No. 1

DOH-348 (1/27/81)

Resolved to authorize the Town of Ridgeway water District #13 extension No.1 project for material bid, with a bid date to be established by MRB engineering group. Authorize the Town Supervisor to sign.

RESOLUTION NO.40-03/16/2020

RESOLUTION: APPROVE THE FRANCHISE

CONTRACT WITH SPECTRUM
NORTHEAST. AUTHORIZE SUPERVISOR
TO SIGN.

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

Adopted: 5 ayes

0 nays

THIS SECTION LEFT BLANK INTENTIONALLY

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Ridgeway, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 **Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5

Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee, at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephonic number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern

of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Brian Napoli
Town Supervisor
Town of Ridgeway
410 West Ave.
Medina, NY 14103
Email: bnapoli@townridgeway.org

Grantee: Mark Meyerhofer
Director, Government Affairs
Charter Communications
355 Chicago St.
Buffalo, NY 14204
Email: mark.meyerhofer@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

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

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to

this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this 16th day of MARCH, 2020.

Town of Ridgeway

Signature: Brian Tapscott

Name/Title: SUPERVISOR

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

Resolved to approve franchise contract with Spectrum Northeast. Authorize the Supervisor to sign.

RESOLUTION NO. 41-03/16/2020

**RESOLUTION TO ACCEPT DAN FULLERS
RESIGNATION FROM THE PLANNING
BOARD WITH REGRET.**

Offered by Councilman Toussaint who moved it to adoption.
Seconded by Councilwoman Woodruff.

Adopted: 5 ayes

0 Nays

Resolved to accept the resignation of Dan Fuller from the Towns planning Board with regret.

RESOLUTION NO. 42-03/16/2020

**RESOLUTION: APPOINT KATHY
BLACKBURN TO THE TOWN OF
RIDGEWAY PLANNING BOARD.**

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

Adopted: 5 ayes

0 nays

Resolved to appoint Kathy Blackburn to the Ridgeway Planning Board.

RESOLUTION NO.43-03/16/2020

**RESOLUTION: AUTHORIZE ANY AND ALL
LEGAL ACTION AGAINST HOHL
INDUSTRIES RELATING TO WORK
PERFORMED ON MARSHALL ROAD.**

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

Adopted: 5 ayes

0 nays

TOWN OF RIDGEWAY TOWN BOARD

**Resolution Authorizing Any and All Legal Action Against Hohl Industrial Services, Inc.
Related to Work Performed on Marshall Road**

WHEREAS, Hohl Industrial Services, Inc. ("Hohl Industrial") is a corporation that performed work on Marshall Road in 2019; and

WHEREAS, it has recently been discovered that Marshall Road was damaged and those damages are believed to be attributable to Hohl Industrial;

WHEREAS, the Town desires to retain Hodgson Russ LLP as counsel for the purpose of bringing any and all necessary legal action against Hohl Industrial, along with any other individuals or entities necessary, concerning the damages to Marshall Road.

NOW THEREFORE BE IT RESOLVED by the Town Board of the Town of Ridgeway that:

1. To protect the Town's interests it is therefore necessary to commence any and all legal action necessary against Hohl Industrial, along with any other individuals or entities necessary to preserve the Town's interests and rights, concerning the damages to Marshall Road.
2. The retention of Hodgson Russ LLP as outside counsel is hereby authorized for the purposes set forth in Paragraph 1 above.
3. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Board of the Town of Ridgeway on
March 16TH, 2020.

Brian Napoli
SUPERVISOR
TOWN OF RIDGEWAY

Resolved to take any and all legal action against Hohl Industries relating to work performed on Marshall road.

RESOLUTION NO.44-3/16/2020

**RESOLUTION AMENDING THE 1/20/2020
ORGANIZATIONAL MEETING MINUTES
RERSOLUTION #5. REMOVING THE ASSESSOR
TRAINEE POSITION LISTED UNDER "SALARIED"
AND CORRECTING THE ASSESSOR TRAINEE
POSITION LISTED UNDER "HOURLY" TO READ
\$18.00 HOURLY.**

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

Adopted: 5 ayes

0 nays

**Resolved to make the correction to the Organizational meeting of 01/20/2020 removing the position of
Assessor Trainee from the salaried page and correcting the dollar per hour amount to \$18.00.**

RESOLUTION NO.45-03/16/2020

**RESOLUTION: ESTABLISH STANDARD
WORKDAY FOR HIGHWAY SUPERINTENDENT
NYS RETIREMENT SYSTEM.**

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

Adopted: 5 ayes

0 nays

**Resolved to establish a workday standard for the Highway Superintendent for the NYS Retirement
System.**

RESOLUTION NO. 46-03/16/2020

**WD#14 PAYMENT NO.3 \$101,255.09
85% COMPLETE.**

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

Adopted: 5 ayes

0 nays



www.mrbgroup.com

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

March 11, 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 March 16, 2020, (1) copy of the Contractor's Application for Payment No. 3 for the above referenced Project.

The Total Amount Payable for this Application is \$101,255.09. This Contract is 85% complete as of March 9, 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 by mail once the Form E has been received.

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 For Payment
Class: Order Summary

1. ORIGINAL CONTRACT PRICE	\$	735,554.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + 2)	\$	735,554.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	582,218.00
5. RETAINAGE:	\$	153,336.00
a. 5% X	\$25,225.50	Work Completed
b. 5% X	\$	Stored Materials
c. Total Retainage (Line 5a + Line 5b)	\$	153,336.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	582,218.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications)	\$	582,218.00
8. AMOUNT DUE THIS APPLICATION	\$	0.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	153,336.00

[illegible]

received from Courts on account of Work done under the Contract firm basis applied on account to discharge Contractor's legal and other 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 used in or covered by this Application for Payment and paid in Court at time of payment; 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: \$ _____ 101,255.00 (Line 8 or other - attach explanation of the other amount)	
is recommended by: <u>3/11/20</u> (Engineer) _____ (Date) _____	Payment of: \$ _____ 101,255.00 (Line 8 or other - attach explanation of the other amount)	
is approved by: _____ (Owner) _____ (Date) _____	Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)	
Approved by: _____ Funding Agency (if applicable) _____ (Date) _____	Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)	

Scrip Construction, Inc.
759 Jewett Homewood Road
East Aurora, NY 14052

Prey Application No. J
Period of Application
February 8, 2020 to March 9, 2020

Total Work Completed to date =	\$625,276.59
Original Contract =	\$775,944.09
Change Orders =	\$119,210.00
Revised Contract =	\$775,054.09
Total Materials Stored on Site =	\$6.00
Sub-Total To Date =	\$625,276.59
Less Drawings Amount (\$41) =	\$29,540.21
Sub Total =	\$595,736.38
Less Previous Payments =	\$493,218.02
Net Amount Due This Month =	\$102,518.36
Amount to Pay for This Month =	\$101,598.82

Resolved, payment No. 3 for WD#14 of \$101,255.09 and 85% completed.

RESOLUTION NO.47-03/16/2020

RESOLUTION: AUTHORIZE TOWN OF
RIDGEWAY, WD#13 EXTENSION NO.1
PROJECT MATERIALS BID, WITH THE BID
DATE TO BE ESTABLISHED BY MRB
GROUP.

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

Adopted: 5 ayes

0 nays

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March 9, 2020

Ms. Susan Papponetti
Orleans County Health Department
14012 Route 31 West
Ablen, NY 14411

RE: TOWN OF RIDGEWAY WATER DISTRICT NO. 13, EXTENSION NO. 1
MRB GROUP PROJECT NO. 1814.20001.000

Dear Susan:

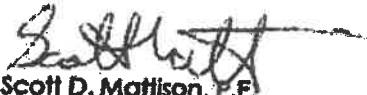
We have enclosed for your review and approval, three (3) complete sets of Plans and Specifications and one (1) copy of the DOH-348 for the above referenced project.

The Town of Ridgeway Water District No. 13, Extension No. 1 Water Main Installation, consists of providing the equipment, materials and labor to install approximately 2,900 linear feet of 8" DR-18 PVC water main, valves, hydrants, and appurtenances along East Scott Road between Horan Road and Bates Road in the Town of Ridgeway.

The project will also include the maintenance and protection of traffic; and the restoration of all areas disturbed due to the construction.

The Town of Ridgeway will send the review fee of \$200.00 along with the Environmental Fee Schedule. Upon your review should you have any questions, please do not hesitate to call.

Sincerely,



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

Enc.

cc:

By Email Only

Supervisor Brian Napoli, Town of Ridgeway (w/o Enc.)

Karen Kaiser, Town Clerk (w/o Enc.)

John Olinger, Highway Superintendent (w/o Enc.)

NEW YORK STATE DEPARTMENT OF HEALTH

Bureau of Water Supply Protection

Application of Approval of Plans for Public Water Supply Improvement

Applicant Town of Ridgeway		Location of works (C.V.T.) Town of Ridgeway		County Orleans	Water District (specific area served) Water District No. 13, Extension No. 1
Type of Ownership <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial		<input type="checkbox"/> Private - Other <input type="checkbox"/> Private - Institutional <input type="checkbox"/> Board of Education		<input type="checkbox"/> Authority <input type="checkbox"/> Federal <input type="checkbox"/> State	<input type="checkbox"/> Interstate <input type="checkbox"/> International <input type="checkbox"/> Native American Reservation
<input checked="" type="checkbox"/> Modifications to existing system. If checked, provide PWS ID # NY3612221					
<input type="checkbox"/> New System. If checked, provide capacity development (viability) analysis*					
If this project involves a new system, new water district, or a district extension provide boundary description location details in digital format. If digital boundary location details are not available provide a text description.					
<input type="checkbox"/> Digital GIS Data Provided <input type="checkbox"/> Digital CAD Data Provided <input type="checkbox"/> Other Digital Data Provided <input checked="" type="checkbox"/> Text Description Provided <input type="checkbox"/> N/A					
Funding Source <input checked="" type="checkbox"/> Private <input type="checkbox"/> DWSRF** <input type="checkbox"/> Federal <input type="checkbox"/> Other					
If DWSRF is checked, please provide DWSRF #					
Estimated Project Cost \$					
Source	Treatment	Storage	Distribution		
			\$76,125.00		
Pumping	Engineering	Legal/Permitting	Total		
	\$7,230.00	\$4,350.00	\$87,725.00		
Type of Project <input type="checkbox"/> Source <input type="checkbox"/> Transmission	<input type="checkbox"/> Corrosion Control <input type="checkbox"/> Pumping Unit <input type="checkbox"/> Chlorination		<input type="checkbox"/> U.V. Light Disinfection <input type="checkbox"/> Fluoridation <input type="checkbox"/> Other Treatment		<input checked="" type="checkbox"/> Distribution <input type="checkbox"/> Storage <input type="checkbox"/> Other
Project Description: The Town of Ridgeway Water District No. 13, Extension No. 1 project consists of providing the equipment, materials and labor to install approximately 2,900 linear feet of 8" DR-18 PVC water main, valves, hydrants and appurtenances along East Scan Road between Huron Road and Bates Road.					
Total Population of Service Area		3			
% population actually served		100%			
% population affected by project		100%			
Latest Total Consumption Data (in MGD)					
Average Day	Year	NYS Professional Licensed Engineer Stamp and Signature***			
300 gpd	2020				
Maximum Day	Year				
600 gpd	2020				
Peak Hour	Year	MRB Group Engineering, Architecture & Surveying, DPC			
0.83 gpm	2020				
Name and Address of Design Engineer		145 Culver Road, Suite 160 Rochester, NY 14620			
Signature of Applicant <i>Brian Hapoli</i>		Date 3/16/2020			

NOTE: All applications must be accompanied by 3 sets of plans, 3 sets of specifications and an engineer's report describing the project in detail. The project must first be discussed with the appropriate city, county, district or regional public health engineer. Signature by a designated representative must be accompanied by a letter of authorization.

*Additional information regarding capacity development may be found at: <http://www.dwsrf.com>

**Current DWSRF project listings may be found at: <http://www.dwsrf.com>

***By affixing the stamp and signature the Design Engineer agrees that the plans and specifications have been prepared in accordance with the most recent version of the recommended standards for water works and in accordance with the NYS Sanitary Code

DOH - 341 (10/2018)



Resolved: Authorize Town of Ridgeway, WD#13 extension No.1 project material bid, with the bid date to be established by MRB Group.

RESOLUTION NO.48-03/16/2020

**RESOLUTION: APPROVAL OF NEW
HIGHWAY TRUCK: \$219,367.13**

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

Adopted: 5 ayes

0 nays

Resolved for highway purchase of new truck \$219,367.13

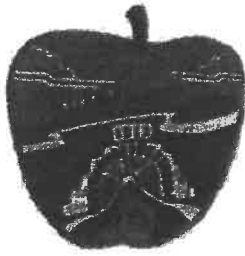
RESOLUTION NO.49-03/16/2020

**RESOLUTION TO RENEW JUNKYARD
PERMITS FOR 2020. RIDGEWAY
SALVAGE, DUNN AUTO PARTS AND
CHERRY AUTO WRECKING.**

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

Adopted: 5 ayes

0 nays



**Town of Ridgeway
410 West Avenue
Medina, NY 14103
585-798-0735**

March 16, 2020

**Town of Ridgeway Board
410 West Ave
Medina, New York 14103**

Dear Board Members:

This letter is in regards to the three Junkyards in the Town of Ridgeway. The Junkyards as listed below have submitted renewal applications along with the \$150.00 renewal fee. All three have been inspected and meet the Town of Ridgeway 2007 Junkyard laws.

**Ridgeway Salvage
Dunn Auto Parts
Cherry Auto Wrecking**

**Paul Nayman
Darryl Dunn
Roger Cherry**

At this time I recommend that the Town of Ridgeway Board approve the renewal of the above named junkyards.

Respectfully Submitted,

**Daniel J Wolfe
Code Enforcement Officer
Town of Ridgeway**

DJW/jrb

Resolved to approve junkyard permits for Ridgeway Salvage, Dunn Auto Parts and Cherry Auto Wrecking.

Other Business:

Fire Company Report: Read aloud by Councilman Stalker.



Ridgeway Volunteer Fire Company, Inc

11892 Ridge Road

POBox816

Medina, NY 14108-0816

E-mail: ridgewayfiredept@rochester.rr.com

Web Site: ridgewayfire.org

Station #1 (585) 198-2016

Fax# (585) 198-5850

Monthly Alarm Report February 2020

Structure Fires	0	Vehicle Fires	0
Grass Fires	0	M.V.A.	6
E.M.S.	14	Haz. Conditions	0
Automatic Alarms	0	Mutual Aid	3
False Alarm	0	Total Alarms	23

Report Prepared By
Matt Natale

Department Reports:

Town Clerk: Still collecting taxes with just over 300 left. Laurie has been working on a master file list that will allow filling to be continued with continuity for years to come. Joelle and I are scheduled to go to the Town Clerks Conference in April that we are pretty sure will be cancelled due to Covid-19.

Congratulations to John who made headline news for the highway on the HUB. And unfortunately, Mary's Citizen of the year award ceremony for the HUB has been canceled and rescheduled for March 23, 2020 at the Village Meeting hopefully all will attend. Again, Congratulations Mary!

Code Enforcement: Joelle, Dan will be back Friday even if he has to drive.

Assessor: Julie has continuing education class in two parts coming up one part in Syracuse and one in Cornell. After that she may have one in Batavia this summer and if she passes all she will be up to take the exam. The classes need to be done in the classroom as they are very difficult.

Trisha stated she was scheduled to go her my continuing education class but it has been postponed. Town Attorney: Courts are shutting down. All State Justice courts are closed. Arraignments are still being served. Night arraignments still going on. Building 9-5 is closed. DMV is still open although many are closed, so they were lined up outside the door.

Highway: John stated they are getting equipment ready for spring. Road cold patch being done. Water readings being done. Eight shut offs remain.

Councilman Payne- Nothing at this time

Councilman Toussaint- Nothing at this time

Councilwoman Woodruff- Nothing further at this time

Councilman Stalker- Everyone stay safe.

Supervisor Napoli asked for a motion to pay the bills.

Offered by Councilman Toussaint.

Seconded by Councilman Stalker.

Abstract: \$219,229.24

Motion to adjourn.

Offered by Councilman Stalker, seconded by Councilman Toussaint.

Adjourned at 7:45

Respectfully submitted by.

Karen L. Kaiser

Ridgeway Town Clerk, RMC