

TOWN BOARD MEETING
TOWN OF RIDGEWAY
APRIL 20,2020, 7P.M
VIA TELECOMMUNICATION

THOSE PRESENT:

Brian Napoli
Jeff Toussaint
Mary Woodruff
David Stalker
Duane Payne

Town Supervisor
Councilman
Councilwoman
Councilman
Councilman

John Olinger
Dan Wolfe
Patricia Laszewski
Kathy Bogan

Highway Superintendent
Code Enforcement Officer
Assessor
Town Attorney

Karen Kaiser

Town Clerk/RMC

The meeting was called to order at 7:06 P.M. following the Public Hearing.

Supervisor Napoli asked for a motion to approve the agenda for the teleconference.

RESOLUTION NO.54-4/20/2020

RESOLUTION TO APPROVE THE AGENDA

Offered by Councilwoman Woodruff who moved its adoption.

Seconded by Councilman Toussaint.

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to approve the agenda for the meeting of April 20,2020 Town Board meeting.

RESOLUTION NO.55-4/20/2020

RESOLUTION TO APPROVAL OF THE MINUTES
APRIL 3,2020 SPECIAL MEETING MINUTES

Offered by Councilman Stalker who moved its adoption.

Seconded by Councilman Toussaint.

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to approve the minutes from the April 3,2020 Special meeting.

Communications:

- A. State Retirement system: Section 41-j, unused sick leave.

Date of next meetings:

- A. Workshop, May 12,2020, 7 P.M. (via telecommunication)
- B. Board meeting, May 18,2020 7 P.M. (via telecommunication)

Old Business:

- A. WD#13 extension bid: \$37,650.45
- B. WD#14 request for payment: \$73,149.25 95% complete.

New Business:

RESOLUTION NO.56-4/20/2020

RESOLUTION: ADOPT SECTION 41-(J) OF SECTION 341 OF THE RETIREMENT AND SOCIAL SECURITY LAW ALLOWS A PARTICIPATING EMPLOYER TO ELECT TO PROVIDE ADDITIONAL SERVICE CREDIT TOWARD RETIREMENT FOR ITS EMPLOYEES WHO ARE ENTITLED TO ACCUMULATE SICK LEAVE. THIS BENEFIT APPLIES TO ALL TIERS OF MEMBERSHIP.

THE ADDITIONAL SERVICE CREDIT IS AVAILABLE ONLY FOR THOSE MEMBERS WHO ARE INCLUDED IN A PLAN ESTABLISHED BY LAW, RULE, REGULATION, WRITTEN ORDER OR WRITTEN POLICY THAT PROVIDES FOR REGULAR EARNING AND ACCUMULATED SICK LEAVE.

FOR EMPLOYEE RETIREMENT SYSTEM (ERS) MEMBERS THAT ARE IN TIER (S) 1,2,3,4, AND 5; THE MAXIMUM ADDITIONAL SERVICE CREDIT ALLOWED UNDER SECTION 41, SUBDIVISION(J) IS ONE HUNDRED SIXTY-FIVE (165) DAYS. FOR TIER 6 MEMBERS CREDIT IS AVAILABLE FOR A MAXIMUM OF ONE HUNDRED (100) DAYS.

THE ADDITIONAL SERVICE CREDIT IS APPLIED ON A WORKDAY BASIS (260 DAYS = ONE YEAR).

FOR POLICE AND FIRE RETIREMENT SYSTEM (PFRS) MEMBERS, ALL TIERS UNDER SECTION 341, SUBDIVISION (J) ARE GRANTED ONE HUNDRED AND SIXTY-FIVE (165) DAYS.

THE ADDITIONAL SERVICE CREDIT IS APPLIED ON A WORKDAY BASIS (260 DAYS = ONE YEAR).

MEMBERS WHO RECEIVE A CASH PAYMENT BASED ON THEIR ACCUMULATED SICK LEAVE AT RETIREMENT ARE **NOT ELIGIBLE** FOR THE ADDITIONAL SERVICE CREDIT. PAYMENTS FOR UNUSED SICKLEAVE CANNOT BE CONSIDERED IN THE CALCULATION OF A MEMBERS'S FINAL AVERAGE SALARY.

Offered by Councilwoman Woodruff who moved its adoption.

Seconded by Councilman Toussaint.

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

BE IT RESOLVED: that the Town Board of the Town of Ridgeway does hereby elect to provide the pension benefit of section 41(j) of the Retirement and Social Security Lay, as presently or hereafter amended.

BE IT FURTHER RESOLVED: that the effective date of such shall be the 22nd Day of April 2020.

ALLOWANCE FOR UNUSED SICK LEAVE

Subdivision (j) of Section 41 and Subdivision (j) of Section 341 of the Retirement and Social Security Law allows a participating employer to elect to provide additional service credit toward retirement for its employees who are entitled to accumulate sick leave.

This benefit applies to all tiers of membership.

The additional service credit is available only for those members who are included in a plan established by law, rule, regulation, written order or written policy that provides for the regular earning and accumulation of sick leave.

For Employee Retirement System (ERS) members that are in Tier(s) 1, 2, 3, 4 and 5; the maximum additional service credit allowed under Section 41, subdivision (j) is one hundred sixty five (165) days. For Tier 6 members' credit is available for a maximum of one hundred (100) days.

For Police and Fire Retirement System (PFRS) members, all Tiers under Section 341, subdivision (j) are granted one hundred and sixty five (165) days.

The additional service credit is applied on a workday basis (260 days = one year).

Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary.

To provide this benefit, the employer must file a resolution with the Retirement System attesting to the election of this benefit, for its employees who are members of the Retirement System.

RESOLUTION NO.-57-4/20/2020

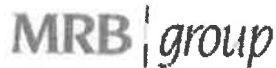
RESOLUTION: WD#14 REQUEST FOR GRANT
FUNDS: \$73,149.25 AUTHORIZE SUPERVISOR TO
SIGN.

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

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to approve the request for WD#14 Grant Funds in the amount of \$73,149.25 authorize the Supervisor to sign.



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 April 20, 2020, (1) copy of the Contractor's Application for Payment No. 4 for the above referenced Project.

The Total Amount Payable for this Application is \$73,149.25. This Contract is 95% complete as of April 10, 2020.

Please note we will provide 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.)



Contractor's Application for Payment No. 4

Application Period:	March 10, 2020 to April 10, 2020	Application Date:	4/15/2020
To:	Town of Ridgeway	Via (Engineer)	MRB Group
(Owner)	410 West Avenue Medina, NY 14103		145 Oakview Road, Suite 160 Rochester, NY 14620
Project:	Town of Ridgeway		
Water District No. 14			
Owner's Contract No.		Engineer's Project No.	1814 18921 000

Application For Payment Change Order Summary

Approved Change Order Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE \$ 735,964.00
			2. Net change by Change Orders \$ -
			3. Current Contract Price (Line 1 + 2) \$ 735,964.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ 5782,235.72
			5. RETAINAGE:
			a. 5% X \$735,964.00 Work Completed \$ 35,311.29
			b. 5% X \$ - Stored Material \$ -
			c. Total Retainage (Line 5a + Line 5b) \$ 35,311.29
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 667,114.43
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications) \$ 3993,858.18
			8. AMOUNT DUE THIS APPLICATION \$ 731,692.15
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 8 above) \$ 68,846.17
TOTALS	\$0.00	\$0.00	
NET CHANGE BY CHANGE ORDERS	\$0.00		

Contractor's Certification

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

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)	73,149.25
It is recommended by:	<i>S. J. L. L.</i>	(Engineer)	4/15/20 (Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)	73,149.25
It is approved by:		(Owner)	(Date)
Approved by:		Funding Agency (if applicable)	(Date)

RESOLUTION NO.58-4/20/2020

RESOLUTION: APPROVE MAINTANANCE
CONTRACT WITH TURNBULL HEATING
AND AIR CONDITIONING FOR 2020:
\$790.00. AUTHORIZE SUPERVISOR TO
SIGN

Councilman Stalker requested that this item be "tabled" in till such time as the board was able to look further into what was covered in the maintenance agreement.

Motion to table was seconded by Councilman Toussaint.

Motion to table:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

RESOLUTION NO.59-4/20/2020

RESOLUTION: TO ACCEPT THE BID FOR
WD#13 EXTENSION, BLAIR SUPPLY
CORP. \$ 37,650.45

Offered by Councilwoman Woodruff who moved its adoption.

Seconded by Councilman Stalker.

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to accept the bid from Blair Supply Corp. in the amount of \$37,650.45 for the WD#13 extension.

April 15, 2020

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

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

Dear Supervisor Napoli and Town Board Members:

A bid opening was held for the above referenced Project on Wednesday April 15, 2020. We have enclosed a copy of the Bid Tabulation for your review.

The low bidder was **Blair Supply Corp.** with a Base Bid amount of **\$37,650.45**. We have discussed their bid with them and we feel their bid is a true representation of costs of the project materials.

We feel that Blair Supply Corp. is a qualified bidder for this project and have therefore found no reason to deny a contract award to Blair Supply Corp.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



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

Enclosure

Copy by email only to:

Karen Kaiser, Town Clerk (w/ Enc.)

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

RFD TABULATION
April 15, 2020
10 AM

BASE BID ITEMS:				Contractor #1 Blair Supply		Contractor #2 Core & Main	
Item No.	Item Description:	Qty	Unit	Unit Price	Total (Numerals)	Unit Price	Total (Numerals)
02600A	Tracer Wire	3,000	LF	\$ 0.112 actual .11228	\$ 336.84	\$ 0.12	\$ 360.00
02600B	Detectable Tape	3,000	LF	\$ 0.043	\$ 129.00	\$ 0.035	\$ 105.00
02610A	8" x 6" Anchor Tee	4	EA	\$ 195.57	\$ 782.28	\$ 194.00	\$ 776.00
02610B	6" x 18" Anchor Pipe	4	EA	\$ 135.92	\$ 543.68	\$ 135.00	\$ 540.00
02610C	8" Solid Sleeve Coupling	2	EA	\$ 107.63	\$ 215.26	\$ 107.00	\$ 214.00
02610D	8" 45° Bend	4	EA	\$ 110.09	\$ 440.36	\$ 109.00	\$ 436.00
02610E	8" Retainer Gland	22	EA	\$ 37.45	\$ 823.90	\$ 37.00	\$ 814.00
02610F	6" Gasket, Nuts & Bolt Kit	8	EA	\$ 10.03	\$ 80.24	\$ 10.00	\$ 80.00
02610G	8" Gasket, Nuts & Bolt Kit	22	EA	\$ 10.78	\$ 237.16	\$ 11.00	\$ 242.00
02611	8" DR-18 PVC WM	3,000	LF	\$ 6.55	\$ 19,650.00	\$ 6.88	\$ 20,640.00
02631A	1" Corporation Stop	4	EA	\$ 59.13	\$ 236.52	\$ 60.00	\$ 240.00
02631B	8" x 1" Tapping Saddle	4	EA	\$ 62.98	\$ 251.92	\$ 61.00	\$ 244.00
02632	1" Type K Copper Tubing	60	LF	\$ 3.25	\$ 195.00	\$ 3.60	\$ 216.00
02633A	1" Curb Stop	4	EA	\$ 92.07	\$ 368.28	\$ 94.00	\$ 376.00
02633B	1" Curb Box	1	EA	\$ 39.64	\$ 39.64	\$ 47.00	\$ 47.00
02645	Fire Hydrant with Gasket, Nuts and Bolts	4	EA	\$ 2,337.00	\$ 9,348.00	\$ 2,296.00	\$ 9,184.00
02660A	6" Gate Valve	4	EA	\$ 586.00	\$ 2,344.00	\$ 570.00	\$ 2,280.00
02660B	8" Gate Valve	1	EA	\$ 933.37	\$ 933.37	\$ 908.00	\$ 908.00
02660C	Valve Box	5	EA	\$ 139.00	\$ 695.00	\$ 165.00	\$ 825.00
	TOTAL BID				\$ 37,650.45		\$ 38,532.00

RESOLUTION: APPROVE THE AMENDED CONTRACT WITH MUNICIPAL SOLUTIONS TO INCLUDE WORK FOR BONDING. AUTHORIZE SUPERVISOR TO SIGN.

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

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to approve the amended contract with Municipal Solutions to include work for bonding.
Authorize the Supervisor to sign.

**Municipal
Solutions, Inc.**
Municipal Financial Advisors

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

April 10, 2020

Dear Supervisor Napoli:

Municipal Solutions, Inc. is pleased to submit this amendment to our contract dated January 18, 2019 in connection with the Town of Ridgway's general financial services for your consideration and approval.

We propose the addition of the following services:

Long-Term Serial Bond Borrowing Scope of Services

The following items will be completed under this portion of the contract, if appropriate:

- 1) Plan the optimum maturity date for the annual payment of the bonds.
- 2) Prepare an Official Statement based on information provided to Municipal Solutions by the Town, bond counsel and other third parties.
- 3) Prepare a Notice of Sale to be used in the advertisement of the issue in compliance with the official compilation of codes, rules and regulations of the NYS Comptroller and the NYS Local Finance Law, and coordinate with bond counsel.
- 4) Complete the required debt statement and file with the state comptroller.
- 5) Apply for a credit rating.
- 6) Qualify the issue for municipal bond insurance.
- 7) Prepare and convert Notice of Sale and Preliminary Official Statement files for upload to Municipal Solutions' website, electronic transfer to underwriters and submission of Notice of Sale to the Bond Buyer. Post results to website after the sale.
- 8) When appropriate, qualify the issue to receive bids electronically using the IPREO electronic bidding platform. Conduct the sale and make a recommendation on the acceptance of the bids. Coordinate the closing with bond counsel, Town attorney, the successful bidder and the Depository Trust Company (if necessary).
- 9) Prepare, convert and arrange for distribution of the Final Official Statement.

The fee for a Serial Bond Borrowing under \$500,000 with a Statement of Financial and Operating Information will be \$4,500 plus reimbursable expenses.

Municipal Solutions, Inc. is a Member of the National Association of Municipal Advisors

62 Main Street, LeRoy, NY 14482 Phone: 585-768-2136 Fax: 585-394-4092
2528 State Route 21, Canandaigua, NY 14424 Phone: 585-394-4090 Fax: 585-394-4092
www.municipalsolution.com

If there are services performed beyond the scope of the project, or if the project ceases for any reason, an invoice for work completed will be due at the current hourly rate plus expenses. Invoices will be submitted periodically. Payment is expected within 45 days of the invoice date.

II. Conflicts of Interest and Other Required Disclosures

Rule G-42 of the Municipal Securities Rulemaking Board requires us to provide you with certain disclosures regarding conflicts of interest and other required disclosures (the "Disclosures"). Those Disclosures are attached hereto in Appendix A. We further covenant and agree to provide to the Town updated Disclosures as required by Municipal Securities Rulemaking Board Rule G-42 to the extent any arise after the date of this letter. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this letter to the same extent as if set forth herein.

We at Municipal Solutions, Inc. operate with a core value of honesty and integrity in all aspects of our business. We pride ourselves in our competent and friendly staff and our services go above and beyond what our contracts call for. We do our very best to keep costs down and pass any savings back to our clients. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

III. Miscellaneous


A separate contract for Continuing Disclosure Updates per the Securities Exchange Commission (SEC) dated January 18, 2019 was previously submitted and accepted by the Town.

Upon acceptance of this proposal, please execute and return one copy to our LeRoy office located at 62 Main Street, LeRoy, New York 14482 following the next Board meeting. The terms set forth above are subject to change if we do not receive a signed contract within 30 days. You have the right to terminate this contract for any reason at any time.

We agree to promptly amend or supplement this letter to reflect any material changes or additions to the agreement evidenced by this letter.

If you should have any questions concerning this proposal, please do not hesitate to contact me. We look forward to our continued working relationship with the Town.

Sincerely,



Jeffrey R. Smith, President
Certified Independent Professional Municipal Advisor

JRS/slw

Town of Ridgeway, New York
Amendment No. 1 to Contract Dated January 18, 2019
General Financial Services
Accepted by:

Signature:

Brian Napoli

Name/Title:

BRIAN NAPOLI / SUPERVISOR, TOWN OF RIDGEWAY

Date:

4/21/2020

APPENDIX A

TOWN OF RIDGEWAY, NEW YORK Amendment No. 1 to Contract Dated January 18, 2019 General Financial Services

DISCLOSURE OF CONFLICTS OF INTEREST

Municipal Securities Rulemaking Board Rule G-42 requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

We have determined, after exercising reasonable diligence, that we have no known material conflicts of interest that would impair our ability to provide advice to the Town in accordance with our fiduciary duty to municipal entity clients. The attached paragraphs outline areas of potential conflicts of interest we have reviewed to make this no material conflict of interest determination.

Our proposal includes compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which Municipal Solutions, Inc. is providing advice, the potential conflicts that could occur as a result of this pricing compensation are outlined below.

FORMS OF COMPENSATION AS POTENTIAL CONFLICTS

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee - Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee - Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable

monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction - Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement - Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal - Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds). This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation.

From time to time Municipal Solutions, Inc. does provide municipal advisory assistance to surrounding municipalities including, but not limited to, the towns of Albion, Barre, Clarendon, Murray, Shelby, and Yates, the Albion Central School District, the Lyndonville Central School District, and the villages of Holley, Lyndonville, and Middleport. Municipal Solutions, Inc. is not aware of any material conflicts of interest that this relationship would bring to our fiduciary responsibility to the Town of Ridgeway as of the date of this Agreement. If Municipal Solutions, Inc. becomes aware of any conflict of interest that could that could interfere with our fiduciary obligations to the Town, Municipal Solutions, Inc. will notify the Town that a conflict has been identified and we will meet with the Town to discuss the impacts of the conflict and possible methods to resolve the identified conflict areas.

RELiance ON OUTSIDE INFORMATION

In formulating our recommendations as it comes to the issuance of municipal securities, we often have to rely on information provided by outside sources such as engineering firms, architectural firms, CPAs, attorneys, and other professional entities, as well as the municipality itself. We must rely on the expertise and professional knowledge of these entities in that the information they are providing is reasonable and correct. As part of our fiduciary duty to our clients, we will do our best to make sure this is the case. If we feel that the information provided to us is inaccurate, inconsistent or incomplete, we will ensure to tell you before providing any recommendations based on the material.

LEGAL OR DISCIPLINARY EVENTS

Municipal Solutions, Inc. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration we are required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Municipal Solutions, Inc. Pursuant to MSRB Rule G-42, Municipal Solutions, Inc. is required to disclose any legal or disciplinary event that is material to the Town's evaluation of Municipal Solutions, Inc. or the integrity of its management or advisory personnel.

We have determined that no such event exists.

Copies of Municipal Solutions, Inc. filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Municipal Solutions, Inc. or for our CIK number which is 0001612999.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

RESOLUTION NO.60-4/20/2020

RESOLUTION: APPROVE THE AGREEMENT
FOR THE EXPENDITURE OF HIGHWAY
MONIES. SUPERVISOR AND BOARD MEMBERS
TO SIGN.

Offered by Councilwoman Woodruff who moved its adoption.

Seconded by Councilman Payne.

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to approve the expenditure of Highway monies. Supervisor and Board members to sign.

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Town Superintendent of the Town of Ridgewood
Richmond County, New York, and the undersigned members of the Town Board.

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

1. GENERAL REPAIRS. The sum of \$ 267351 shall be set aside to be expended for primary work and general repairs upon 47.5 miles of town highways, including sluices, culverts and bridges.

2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of town highways:

(a) On the road commencing at Taney Ave & 82nd St
 and leading to 112, a distance of 7/16 miles,
 there shall be expended not over the sum of \$ 64,000
 Type Black Top Width of traveled surface 30'
 Thickness 1 1/2 inch Subbase Crusher Run

(b) On the road commencing at Oak Orchard River Rd & Townline
 and leading to 112, a distance of 7/16 miles,
 there shall be expended not over the sum of \$ 64,000
 Type Black Top Width of traveled surface 30'
 Thickness 1 1/2 inch Subbase Crusher Run, Binder

(c) On the road commencing at Swet 112
 and leading to Swet 112 & Townline, a distance of 7.3 miles,
 there shall be expended not over the sum of \$ 121,500
 Type Chipseal Width of traveled surface 30'
 Thickness _____ Subbase _____

Executed in duplicate this 10 day of April, 2020

 Supervisor

 Comptroller

 Councilman

 Councilman

 Councilman

 Councilman

 Councilman

 Councilman

 County Superintendent of Highways

 Town Superintendent

NOTES: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent at both ends, must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.



INSURANCE BINDER

KRUSSELL

DATE (MM/DD/YYYY)
04/17/2020

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY Walsh Dunfield Companies, Inc. 801 Main St. Buffalo, NY 14203	COMPANY Dryden Mutual Insurance Co. BINDER # 33066
PHONE (716) 853-3820 FAX (716) 847-1390	DATE EFFECTIVE 04/18/2020 TIME 12:01 DATE EXPIRATION 05/15/2020 TIME 12:01 AM
COOP. RATES CUSTOMER ID: GANTNEJ001	<input checked="" type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXISTING POLICY # 00641106
INSURED AND MARINE ADDRESSES John Gardner 1220 SE 19th Lane Cape Coral, FL 33900	DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Loc 1, 211 Pearl St, Medine, NY 14103

COVERAGE		LIMITS	
PROPERTY	TYPE OF INSURANCE	COVERAGE / FORM	AMOUNT
<input checked="" type="checkbox"/> BASIC	<input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	Dwelling Personal liability each occurrence Medical payments each person Basis	1,000 1,000 \$125,000.00 \$300,000.00 \$1,000.00
GENERAL LIABILITY		Each Occurrence Damage to Related Premises Med Pay (per person) Personal & Adv Injury General Aggregate	300,000 1,000
VEHICLE LIABILITY		Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage Medical Payments Personal Injury Prot Uninsured Motorist	1,000 1,000 1,000 1,000 1,000 1,000
VEHICLE PHYSICAL DAMAGE		Actual Cash Value Related Amount	1,000
GARAGE LIABILITY		Auto Only - EA Accident Other Than Auto Only Each Accident Aggregate	1,000 1,000 1,000 1,000
EXCESS LIABILITY		Each Occurrence Aggregate Self-Insured Retention	1,000 1,000 1,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY		Per Statute El. Each Accident El. Disease - EA Employees El. Disease - Policy Limit	1,000 1,000 1,000 1,000
SPECIAL CONDITIONS / OTHER COVERAGES		Fees Taxes Estimated Total Premium	1,000 1,000 1,000

NAME & ADDRESS Town of Ridgeway 410 West Ave Medine, NY 14103	MORTGAGE <input checked="" type="checkbox"/> LOSS PAYEE LOAN # AUTHORIZED REPRESENTATIVE Edward F. Walsh Jr.
--	--

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2110

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

RESOLUTION NO.61-4/202/2020

RESOLUTION: ALLOW THE RESIDENTS OF 211 PEARL STREET TO USE THE PARKING LOT AT 410 WEST AVENUE FOR THE EGRESS AND INGRESS ON A LIMITED BASIS ONLY PROVIDED THAT THE OWNER OF SAID PROPERTY MAINTAINS LIABILITY INSURANCE COVERING THE TOWN OF RIDGEWAY FOR SAID USE. THE PERMISSION IS GRANTED FOR A ONE YEAR PERIOD ONLY AND IS SUBJECT TO REVIEW AND APPROVAL ON AN ANNUAL BASIS AND IN NO WAY ALLOWS THE OCCUPANTS OF SAID RESIDENCE PERMISSION TO PARK IN OR ON ANY OF THE TOWN OF RIDGEWAY PROPERTY.

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

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to allow the residence of 211 Pearl street the usage of the Town Hall parking lot for egress and ingress on a limited basis only provided that the owner of said property maintains liability insurance covering the Town of Ridgeway for said use. The permission to be granted for a one-year period only and subject to review. Said agreement in no way allows the residence permission to park in or on the Town of Ridgeway Property.



INSURANCE BINDER

KRUSSELL

DATE (MM/DD/YYYY)
04/17/2020

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

Agency
Walsh Duffield Companies, Inc.
801 Main St.
Buffalo, NY 14203COMPANY
Dryden Mutual Insurance Co.BINDER #
33666PHONE
PAC. No. (716) 863-3820FAX
PAC. No. (716) 847-1360

CODE:

AGENCY
CUSTOMER ID: GANTMEJO01

INSURED AND MAILING ADDRESS

John Gantner
1220 SE 19th Lane
Cape Coral, FL 33908

EFFECTIVE DATE 04/15/2020 TIME 12:01 PM EXPIRATION DATE 06/15/2020 TIME 12:01 AM

X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY
PER EXPIRING POLICY # 00841105DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (including Location)
Loc 1, 211 Pearl St, Medina, NY 14103

COVERAGES

TYPE OF INSURANCE		COVERAGE / FORMS	LIMITS	
PROPERTY	CAUSES OF LOSS		DEDUCTIBLE	AMOUNT
<input checked="" type="checkbox"/> BASIC	<input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	Dwelling Personal liability each occurrence Medical payments each person Basis	1,000	\$125,000.00 \$300,000.00 \$1,000.00
GENERAL LIABILITY			1,000	
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				
VEHICLE LIABILITY				
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				
VEHICLE PHYSICAL DAMAGE		<input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COLL		
GARAGE LIABILITY		<input type="checkbox"/> ANY AUTO		
EXCESS LIABILITY		<input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				
SPECIAL CONDITIONS / OTHER COVERAGES				

COVERAGE / FORMS	DEDUCTIBLE	AMOUNT
EACH OCCURRENCE		\$ 300,000
DAMAGE TO RELATED PREMISES		\$
MED EXP (Any one person)		\$ 1,000
PERSONAL & ADV INJURY		\$
GENERAL AGGREGATE		\$
PRODUCTS - COMPOSE AGG		\$
COMBINED SINGLE LIMIT		\$
BODILY INJURY (Per person)		\$
BODILY INJURY (Per accident)		\$
PROPERTY DAMAGE		\$
MEDICAL PAYMENTS		\$
PERSONAL INJURY PROT		\$
UNINSURED MOTORIST		\$
ACTUAL CASH VALUE		\$
STATED AMOUNT		\$
AUTO ONLY - EA ACCIDENT		\$
OTHER THAN AUTO ONLY		\$
EACH ACCIDENT		\$
AGGREGATE		\$
EACH OCCURRENCE		\$
AGGREGATE		\$
SELF-INSURED RETENTION		\$
PER STATUTE		\$
E.L. EACH ACCIDENT		\$
E.L. DISEASE - EA EMPLOYEE		\$
E.L. DISEASE - POLICY LIMIT		\$
FEES		\$
TAXES		\$
ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

Town of Ridgeway
410 West Ave
Medina, NY 14103

MORTGAGE

LOSS PAYEE

LOANS

AUTHORIZE REPRESENTATIVE

X ADDITIONAL INSURED

Edward F. Walsh Jr.

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower, the name and address of the lender as loss payee, a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation, except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

RESOLUTION NO.62-4/20/2020

RESOLVED: APPROVE ENGINEERING
AMENDMENT NO.1, WD#14 \$11,960.00
AUTHORIZE SUPERVISOR TO SIGN.

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

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to allow supervisor to sign amendment #1 for wd#14 in the amount of \$11,960.00.

April 17, 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:

This letter is to outline an amendment to our contract for the above referenced project. This amendment is relative to the following services:

1. ***Preparation of 2 Permanent Easement Map associated with the Project. This item is listed as an Additional Service in the Engineering Agreement for a total additional cost of \$560.00.***
2. ***Additional Construction Administration Services required to assist the Town of Ridgeway with evaluating options for use of remaining funds associated with the Project, coordination with Town, suppliers and preparation of the necessary documentation regarding USDA RD Approval. The additional Construction Administration Services fee is \$4,800.00***
3. ***Additional Resident Project Representation Services required as a result of the Contractor's schedule for completion of the watermain project, including installation of water main, water services, final restoration and other miscellaneous items to be completed by the Contractor.***

In accordance with the Engineering Services Agreement, Resident Project Representation Services are invoiced on an "hourly basis as incurred" since the completion of our services associated with this task is based upon the Contractor's pace of work and project schedule. The additional Resident Project Representation Services amount is \$6,600.00.

The Total Engineering Amendment No. 1 Amount is \$11,960.00



Supervisor Napoli and Town Board Members

Re: RIDGEWAY WD #14

April 17, 2020

Page 2 of 2

We have included four (4) copies of Exhibit K for your review and approval. Please sign, date and return all ink signed original copies to the MRB Group. If you have any questions or concerns regarding this information, please feel free to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Mattison".

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.)

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

Amendment No. One (1)
Applicant/Borrower: Town of Ridgeway Water District No. 14
Engineer/Architect: Chatfield Engineers, P.C.

	Original Agreement Amount	Previous Increase/ Decrease	Increase/ Decrease this Amendment	Revised Amount
Study and Report Phase	\$3,000.00	\$0.00	\$0.00	\$3,000.00
Preliminary Design Phase	\$21,528.00	\$0.00	\$0.00	\$21,528.00
Final Design Phase	\$20,176.00	\$0.00	\$0.00	\$20,176.00
Bidding and Negotiation Phase	\$2,240.00	\$0.00	\$0.00	\$2,240.00
Construction Phase Services	\$11,840.00	\$0.00	\$4,800.00	\$16,640.00
Post Construction Phase	\$288.00	\$0.00	\$0.00	\$288.00
Resident Inspection	\$34,000.00	\$0.00	\$6,600.00	\$40,600.00
Additional/Other Services (Specify):				
Printing	\$1,928.00	\$0.00	\$0.00	\$1,928.00
Additional Study Phase	\$0.00	\$0.00	\$0.00	\$0.00
Permanent Easement	\$0.00	\$0.00	\$560.00	\$560.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals	\$95,000.00	\$0.00	\$11,960.00	\$106,960.00

USDA - Rural Development Concurrence

By: _____
Typed Name: John T. Helgren, P.E.
Title: State Engineer for USDA - RD
Date: _____

Updated: 9/09

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 20, 2017.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: March 20, 2017
- b. Owner: Town of Ridgeway
- c. Engineer: MRB Group, Engineering, Architecture & Surveying, D.P.C.
- d. Project: Town of Ridgeway Water District No. 14

2. Description of Modifications:

- a. Engineer shall perform or furnish the following Additional Services:
1. *Preparation of 2 Permanent Easement Map associated with the Project. This item is listed as an Additional Service in the Engineering Agreement for a total additional cost of \$560.00.*
 2. *Additional Construction Administration Services required to assist the Town of Ridgeway with evaluating options for use of remaining funds associated with the Project, coordination with Town, suppliers and preparation of the necessary documentation regarding USDA RD Approval. The additional Construction Administration Services fee is \$4,800.00*
 3. *Additional Resident Project Representation Services required as a result of the Contractors schedule for completion of the watermain project, including installation of water main, water services, final restoration and other miscellaneous items to be completed by the Contractor.*

In accordance with the Engineering Services Agreement, Resident Project Representation Services are invoiced on an "hourly basis as incurred" since the completion of our services associated with this task is based upon the Contractor's pace of work and project schedule.

This Engineering Amendment includes an additional estimated amount \$6,600.00, of Resident Project Representation Services (on an hourly basis as incurred), beyond the original amount allocated for Resident Project Representation Services.

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: *(No Changes)*
- c. The responsibilities of Owner are modified as follows: *(No Changes)*
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Total Amount Engineering Amendment No. 1: +\$11,960.00

- e. The schedule for rendering services is modified as follows: *No Change.*
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: *(No Changes)*

Engineering Amendment Attachment is attached to this Exhibit

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 95,000.00
b. Net change for prior amendments:	\$ 0.00
c. This amendment amount:	\$ 11,960.00
d. Adjusted Agreement amount:	\$ 106,960.00

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 20, 2020.

OWNER: Town of Ridgeway

ENGINEER: MRB Group, Engineering,
Architecture & Surveying, D.P.C.

By: Brian Napoli

By: James J. Oberst, P.E.

Title: Town Supervisor

Title: Executive Vice-President/C.O.O.

Date Signed: _____

Date Signed: 4/16/2020

RESOLUTION NO.62-4/20/2020

RESOLUTION: AN APPLICATION HAS BEEN DULY MADE TO THE BOARD OF THE TOWN OF RIDGEWAY, COUNTY OF ORLEANS, NEW YORK, BY SPECTRUM NORTHEAST, LLC AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATION, LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING IN GOOD STANDING UNDER THE LAWS OF THE STATE OF DELAWARE DOING BUSINESS AT 2604 SENECA AVENUE, NIAGARA FALLS NEW YORK 14305, FOR THE APPROVAL OF A RENEWAL AGREEMENT FOR SPECTRUM'S CABLE TELEVISION FRANCHISE FOR FIFTEEN (15) YEARS COMMENCING WITH THE DATE OF APPROVAL BY THE PUBLIC SERVICE COMMISSION COMMENCING WITH THE DATE OF APPROVAL BY THE PUBLIC SERVICE COMMISSION.

THE FRANCHISE RENEWAL AGREEMENT WOULD BRING THE FRANCHISE INTO CONFORMITY WITH CERTAIN PROVISIONS OF THE FEDERAL CABLE COMMUNICATIONS POLICY ACT OF 1984, AS AMENDED, AND CERTAIN COURT RULINGS. SUPERVISOR TO SIGN.

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

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

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

1. Spectrum Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Spectrum Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.
- 4.

BE IT FURTHER RESOLVED that the Board of the Town of Ridgeway hereby grants the cable television Franchise of Spectrum Northeast LLC and the Town of Ridgeway for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

BE IT FURTHER RESOLVED that the Board of the Town of Ridgeway hereby confirms acceptance of this Franchise Renewal Agreement.

OTHER BUSINESS:

Fire Company Report: - No report.

Town Clerk: -Still collecting taxes, happy to say that partial payments are helping the tax payers as well as the Town. All business is being conducted through the drop box. Deputy Town Clerk Kilburn is working from home and picks up work to do each week. "I am grateful to have Deputy Brown working in water code and My office as she is a big help."

Assessor: - Julie has been coming in periodically. We have done all three Towns for the update photos. The roll has not changed. As far as grievance day I am not sure how that will be done possibly by mail. I will need Dan's help on building permits, he is supposed to drop by tomorrow.

Code Enforcement: - Ag folks are asking to be able to put up building and barns. I have been working with them on that. I have been making and returning phone calls, answering questions.

Highway Superintendent: - John Olinger stated that he is still working short staffed. The guys are stock piling stone, working on shop maintenance and painting, also roadside clean up from plowing.

Councilman Reports:

Councilman Toussaint: - I have a question and a comment. My plan is to call Debbie Padoleski at the Village of Medina regarding the summer program. I want to look into a possible summer swim program. Possibly a 4week program. Just bounce some ideas off of her.

My question is I was wondering if anyone has heard anything about the Marshall road bridge issue. Brian stated that he had heard nothing probably due to the Court shut down.

Kathy Bogan then stated that they are probably trying to work something out first rather than going to court.

Councilwoman Woodruff: - Mary stated that she appreciated the County updates from the Supervisor and wanted to add that Jack Welch is asking for a 10% voluntary layoff. Mary further stated that the County is looking at over a million dollars in loss of sales tax due to the Covid-19. Councilwoman Woodruff further asked if anyone had been on either Assemblyman Hawley or Senator Ortt's website for suggestions.

Councilman Stalker: -Had a couple of question. Asked the Supervisor as budget officer if he had considered any Midyear adjustments to the Town Budget? Further stating that revenues are down and we don't want to have to raise taxes.

Councilman Payne: - Stated nothing new to add at this time.

Supervisor Napoli then asked for a motion to pay the bills.

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

Adopted:

Councilwoman Woodruff:	yes	0 no
Councilman Toussaint:	yes	
Councilman Stalker:	yes	
Councilman Payne:	yes	
Supervisor Napoli:	yes	

Resolved to pay the bills as presented.

Abstract Total: \$88,513.37

Motion to adjourn.

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

Adjourned at 7:57 P.M

Respectfully submitted by,

Karen L. Kaiser
Town Clerk/RMC

