

**TOWN OF RIDGEWAY  
TOWN BOARD MEETING  
AUGUST 17,2020, 7 P.M.**

**THOSE PRESENT:**

Brian Napoli  
Jeffrey Toussaint  
Mary Woodruff  
David Stalker  
Duane Payne

Town Supervisor  
Councilman  
Councilman  
Councilman  
Councilman

John Olinger  
Karen Kaiser  
Laurie Kilburn  
Patricia Laszewski  
Kathy Bogan  
Dan Wolf

Highway Superintendent (absent)  
Town Clerk  
Deputy Town Clerk  
Assessor  
Town Attorney  
Code Enforcement Officer

**Others:**

John Gerbera  
Curtis Jakubec  
Tom Fenton  
Paul Blajszczak

Resident  
Resident  
Planning Board Chairman  
Resident

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

RESOLUTION NO.80-08/17/2020

RESOLUTION: TO ACCEPT THE  
AGENDA FOR THE AUGUST 17,2020  
MEETING.

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

Adopted:

5 Yes

0 No

Resolved to accept the agenda for the August 17,2020 Town Board meeting.

RESOLUTION NO.81- 08/17/2020

RESOLUTION TO ACCEPT THE MINUTES  
OF THE JULY 20,2020 TOWN BOARD  
MEETING AS PRESENTED.

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

Adopted:

5 Yes

0 No

Resolved to accept the agenda for the Town board meeting of July 20,2020 as presented.

Following the approval of the minutes of the July20,2020 minutes it was decided by the Board to do the audience comments prior to the body of the minute to be courteous to the visitors.

Supervisor Napoli asked the audience to please address the Town Board with their concerns. At which time John Gerbera, a Town of Ridgeway resident addressed the Town Board with many concerns regarding the traffic in front of his home. Mr. Gerbera's home is located directly across the road from Millers Bulk foods on Ridge Road in the Town of Ridgeway.

Mr. Gerbera stated that he has almost been hit several times just going out to check his mail. Mr. Gerbera commented that there have been several vehicle accidents, the latest requiring Mercy Flight. Mr. Gerbera further stated that he realized that the Town had petitioned the New York State Department of Transportation several years ago but, pleaded that the Town do whatever they could to get the speed limit lowered. He asked that the speed limit be consistent with the rest of that section of Ridge Road at 40MPH rather than the 55 MPH that it is currently posted.

Mr. Gerbera, also asked about the Town of Ridgeway putting up "No Parking, No Standing" signs at which time Supervisor Napoli stated that this would also need to be done by the D.O.T as it is a State Road. Supervisor Napoli said that he believed that it would help if Mr. Gerbera were to start a petition and, get as many of his neighbors as well as, approaching the store owner to see if he would allow them to put a table outside the store to gather signatures.

Mr. Jakubec a Town of Ridgeway resident who also live in the same area on Ridge Road stated that he has over 150 photos of near collisions as well as, people parking on both sides of the shoulder of the road. Mr. Jakubec further stated that there are two buildings that are restricting visibility when pulling out on the road.

Supervisor Napoli and the Town's Attorney Kathy Bogan told the residents that they should reach out to their local Senator and Assemblymen who might hopefully act on their behalf. Both the Senator as well as the Assemblyman are very active in representing resident complaints and concerns.

Paul Blajszczak a past Councilman of the Town of Ridgeway stated that in 2013 he sent maps as well as the required forms to the D.O.T who then did a Traffic Study and returned with the verdict that they "Saw no need to reduce the speed limit at this time". Mr. Blajszczak stated that he was shocked at the time and that the store has only gotten bigger and traffic much worse.

It was at this point that Mr. Wolfe code enforcement officer for the Town of Ridgeway stated that even though he was sympathetic to the concerns of the residents the Zoning was General Business and this was a permitted use. Mr. Wolfe further stated that this being a permitted use limited him in what he as a Code Enforcement Officer was able by law to do.

Supervisor Napoli assured the Residents that the Town of Ridgeway was “on their side” and “would do whatever they could to assist them in this matter.”

As there was nothing further at this time the Town Board resumed the agenda.

#### Communications:

- Court Fees: \$3460.15
- Milton Cat bid: \$109,531.00 Caterpillar Backhoe.
- Medina Ambulance Board meeting minutes.
- September: Start of 2021 Budget Cycle

#### Date of the next meetings:

- A. Workshop: September 15<sup>th</sup>, 7P.M., Town Hall
- B. Town Board Meeting: September 21<sup>st</sup>, 7 P.M., Town Hall

Old Business: WD#14 Complete. Appoint John Olinger Operator.

#### New Business:

RESOLUTION NO.82- 08/17/2020

RESOLUTION: APPROVE THE ADDITION  
OF ZONING FEE FOR RESIDENTIAL  
SOLAR PROJECTS: \$100.00 SUBJECT  
TO ADJUSTMENTS.

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

#### Adopted:

5 Yes

0 No

Resolved to approve the addition of a Zoning fee for residential solar projects: \$100.00 subject to adjustments.

RESOLUTION NO.83-08/17/2020

RESOLUTION: TO APPROVE BID AND  
PURCHASE FOR A MILTON CAT,  
CATERPILLAR BACKHOE \$109,531.00  
WD#14 MONIES.

Offered by Councilman Toussaint Who moved its adoption.  
Seconded by Councilman Woodruff.  
Adopted:

5 Yes

0 No

Resolved to approve the purchase of Caterpillar Backhoe from Milton Cat in the amount of \$109,531.00  
with monies from WD#14.

INTENTIONALLY LEFT BLANK

**Milton****SALES ORDER**

07/20/2020

ORDER DATE

SOLD TO: TOWN OF RIDGEWAY  
D/B/A: \_\_\_\_\_  
ADDRESS: 3029 N. GRAVEL RD  
CITY: MEDINA STATE: NY ZIP: 14103  
PHONE #: (585) 798-3680 CELL: (585) 329-6671  
Fax #: \_\_\_\_\_ EMAIL: highwaysuper@townridgeway.org

Customer #: 0574617  
FOB: MEDINA, NY  
SELL PRICE \$ 109,531.00

INVOICE TO Customer #: \_\_\_\_\_ P.O.#: \_\_\_\_\_  
SHIP TO ADDRESS: 3029 N. GRAVEL RD  
CITY, STATE, ZIP: MEDINA, NY, 14103

TRADE IN \$ \_\_\_\_\_  
NET BALANCE \$ 109,531.00  
STATE TAX: Exempt  
SALES TAX \$ \_\_\_\_\_  
FREIGHT \$ \_\_\_\_\_  
TOTAL DUE \$ 109,531.00  
DOWN PYMT \$ \_\_\_\_\_  
PAYOFF AMT \$ \_\_\_\_\_  
BALANCE \$ 109,531.00

**DESCRIPTION**

MAKE: CATERPILLAR SERIAL #: \_\_\_\_\_  
MODEL: 2020 - 420 ST QC ID #: EQ163888

**ATTACHMENTS & NOTES:**

SPECS AS PER ATTACHED LISTING TO INCLUDE: CAT MANUAL COUPLER, HYDRAULIC THUMB, 24" ROCK, 48" DITCHING BUCKET WITH HOLES AUTOSHIFT TRANSMISSION, E-STICK, RIDE CONTROL, AUX. LINES, FRONT QUICK COUPLER, AM/FM BLUETOOTH, 8 LED WORKLIGHTS  
QUOTE IS GOOD FOR 30 DAYS FROM ABOVE DATE  
Priced to: NYS OGS Group 40625, Award 22792, NYS Contract PC66988, SOURCEWELL-032119-CAT

Condition: ☐ AS IS ☒ NEW PRODUCT ☒ WARRANTY: ONE YEAR UNLIMITED HOURS

TRADE IN: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ SERIAL #: \_\_\_\_\_ ALLOWANCE \$ \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_ YEAR: \_\_\_\_\_ SOLD TO CUSTOMER # / SALESMAN #: \_\_\_\_\_  
TRADE IN: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ SERIAL #: \_\_\_\_\_ ALLOWANCE \$ \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_ YEAR: \_\_\_\_\_ SOLD TO CUSTOMER # / SALESMAN #: \_\_\_\_\_  
TRADE IN: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ SERIAL #: \_\_\_\_\_ ALLOWANCE \$ \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_ YEAR: \_\_\_\_\_ SOLD TO CUSTOMER # / SALESMAN #: \_\_\_\_\_

For Office Use Only  
Date Shipped \_\_\_\_\_ Finance Rep. \_\_\_\_\_  
CSA or TM&R \_\_\_\_\_  
Rental Conversion / Reverse Months \_\_\_\_\_  
Merchandising Program Code(s) \_\_\_\_\_  
NYS Contract (GOV20SOURCWL) & NYS  
Topper (GOV20NYST)

**FINANCING TERMS:** ( ☐ SMI FINANCING ☐ CAT FINANCING )

- ☐ - NET CASH UPON RECEIPT OF INVOICE  
☐ SEE INSTALLMENT SALE CONTRACT  
☐ - OTHER  
☐ SKIP PAYMENTS: \_\_\_\_\_

PAYABLE AS FOLLOWS: \_\_\_\_\_

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

**Seller**

SOUTHWORTH-MILTON, INC.

BY: JIM MORELLI G1-00059-16  
(SALES AGENT) (DATE/TIME/STORE)

ACCEPTED BY: \_\_\_\_\_  
(BRANCH OR SALES MANAGER)

**PURCHASER**

Print: \_\_\_\_\_

By: X

Updated as of 08/22/2016  
Last Modified: Monday October 21, 2019 8:34 am

PAGE 1 OF 2  
JXL 12/22/15

## TERMS AND CONDITIONS

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

1. **Excusable Delivery Delays:** Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacture or carrier, acts of God, embargoes, or government action. Or any other cause beyond the reasonable control of the seller, whether the same are, or different from, the matters and things hereinbefore specifically enumerated, and if for such reasons. Seller may, at its option, cancel this order without liability except for return of the amount's paid on this order.
2. **Responsibility for Shipment:** The Seller's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Purchaser direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.
3. **Duration of Offer:** The Purchaser agrees that this order shall not be countermanded or revoked by Purchaser for a period of ten (10) days from date. Hereafter it may be countermanded or revoked up to and until Seller does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financing Statement(s) and/or Note(s), and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.
4. **Execution of Other Documents:** When the property necessary to fill this order is available, the Purchaser agrees on demand to execute and deliver to the Seller such security agreements, financing statements and other documents as maybe required by the Seller to secure the purchase price. In the event that the Purchaser fails to execute and deliver to the Seller such documents, the entire balance of the purchase price shall, at the Seller's option, become immediately due and payable.
5. **Disclaimer of Warranties and Limitation of Liability:** Equipment of machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Seller will cooperate with Purchaser in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Purchaser's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable. Seller will furnish at Seller's repair facilities during regular working hours such labor as is required or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and from Seller's repair facilities shall be born solely by Purchaser. Except for warranty of title by Seller and except for this is no obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period. Seller shall not be liable for defects in or for any damages or loss to property sold nor in a separate writing signed by Seller in the manner provided on the reverse side hereof, and under no circumstances shall Seller or Manufacturer be liable for any indirect, special, or consequential damages to the Purchaser or to any third party. **THE FORGOING UNDERTAKING WITH RESPECT TO NEW MACHINERY AND EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED; FURTHER SELLER MAKES NO WARRANTIES WHATSOEVER INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO USED EQUIPMENT AND PURCHASER TAKES ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY SELLER IN THE MANNER PROVIDED ON THE REVERSE SIDE OF THIS ORDER.**
6. **Taxes:** Unless otherwise stated, the quoted prices do not include sales, use or similar taxes. Such taxes shall be paid by the Purchaser. Some quantity in addition to the quoted prices, in effect at the time of the sale, lease or rental, the amount of any present or applicable sales use or other tax applicable to the sale, lease or rental of the property shall be paid by the purchaser, or in lieu thereof the Purchaser shall provide the company with a tax-exemption certificate acceptable to the taxing authorities. From and after the transfer of possession of the property purchased hereby, Purchaser shall timely pay all taxes and other charges assessed by any public body against same, including applicable property taxes.
7. **Insurance:** The property shall at all times after delivery to the purchaser, Purchaser's agent or a transportation company, whichever first occurs, be the sole responsibility of Purchaser, and all loss or damage to said property or any part thereof occasioned by fire or in any manner whatsoever, shall be borne by Purchaser and shall not operate to extinguish or diminish liability of Purchaser to Seller. Purchaser shall have said property insured in favor of Seller against fire, and other hazards generally covered by extended fire coverage insurance and any other hazards required any Seller for full insurable value thereof and the policy of insurance or proof satisfactory to Seller shall be delivered to Seller. Until and unless Purchaser obtains such insurance Seller may have same insured for Seller's benefit and Purchaser shall be liable for premiums thereon and shall pay or reimburse Seller for same. Any property shall be insured by the purchaser in companies acceptable to Seller to the full extent of any balance remaining unpaid and all such policies shall name as a co-beneficiary.
8. **Attorney Fees:** In the event of suit by Seller on this Purchase Order on account of Purchaser's breach thereof, Seller shall be entitled to recover costs and expenses of such suit, including reasonable attorneys' fees.
9. **Definitions:** Where applicable herein the word "property" will include labor and/or services.
10. **Additional Matters and/or Modifications:**

TOWN OF RIDGEWAY		420 ST QC	
		Backhoe Loader	
<b>Standard Equipment:</b>			
<b>BOOMS, STICKS AND LINKAGES</b>		<b>ELECTRICAL</b>	
14'4" Center pivot excavator style backhoe, extendable - provides 3'8" additional reach		Stop and tail lights	
Pilot operated joystick hydraulic controls with pattern changer valve		Audible system fault alarm	
Pilot operated stabilizer controls		Key start/stop system	
Boom transport lock		880 CCA maintenance free battery	
Swing transport lock		Battery disconnect switch	
Street pads stabilizer shoes		External/internal power receptacles (12v)	
Anti-drift hydraulics (Boom, Stick and E-Stick)		Diagnostic ports for engine and machine	
Cat Cushion Swing™ system		Electronic Control Modules	
Bucket level indicator		Remote/jump start connector	
Lift cylinder brace		<b>OPERATOR ENVIRONMENT</b>	
Return-to-dig (auto bucket positioner)		Deluxe Cab Includes heater/AC, window defroster, front & rear windshield wiper/washer system, left & right side doors with locks, coat hook, interior rear view mirror, tilt steering column, floor mat, radio-ready headliner, two internal and two external 12V power sockets, auto up stabilizer, system indicators for hydraulic filter service and hydraulic temperature warning.	
Self-leveling loader with single lever control		Lighted gauge group	
Transmission neutralizer switch		Interior rearview mirror	
Single Tilt Loader		Rear fenders	
<b>POWERTRAIN</b>		2-inch retractable seat belt	
Cat C4.4, 74.5KW (Net 92HP / 69kW)		Tilt steering column	
Direct Injection Turbo Charged Engine, with ACERT technology		Steering knob	
US EPA Tier4 Final Emissions Compliant with Selective Catalytic Reduction (SCR)		Hand and foot throttle	
Water separator with service indicator		Automatic Engine Speed Control	
Thermal starting aid system		One Touch Low Idle	
Eco mode		Floor mat and Coat Strap	
A dry-type axial seal air cleaner with integral precleaner, automatic dust ejection system & filter condition indicator		Lockable storage area	
Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock		Air suspension seat - deluxe fabric heated	
Differential lock		Radio, AM/FM Bluetooth	
Drive-line parking brake		<b>OTHER STANDARD EQUIPMENT</b>	
High Ambient Cooling Package		Hydrostatic powering steering	
Torque converter		Standard Storage Box	
Transmission - powershift		Transport tie-down points	
Spin-on fuel, engine oil & transmission oil filters		Ground line fill fuel tank with 44 gallon capacity	
Outboard planetary rear axles		Ground line fill diesel exhaust fluid tank with 5 gallon capacity	
Open Circuit Breather		Rubber impact strips on radiator guards	
Four wheel drive		Bumper	
<b>HYDRAULICS</b>		CD-ROM Parts Manual	
Load sensing, variable flow system with 43 gpm axial piston pump		Backhoe Safety Manual	
6 micron hydraulic filter		Operations and Maintenance Manual	
O-ring face seal hydraulic fittings		Lockable hood	
Caterpillar XT-3 hose		Tire Valve Stem Protection	
Hydraulic oil cooler		Long Life Coolant -30C (-20F)	
Pilot control shutoff switch		Product Link, Cellular PL6411	
PPPC, Flow-sharing hydraulic valves		Tires, Firestone 4WD	
Hydraulic suction strainer		Front: 12.5/80-18, 12PR, I-3 Super Traction	
6 function MP hydraulics		Rear: 19.5L-24, ATU, 12PR, 20PITCH	
Backhoe Auxiliary lines		1015 lb. Counterweight	
<b>ELECTRICAL</b>		Flip-over stabilizer pads	
12 volt electrical start		Ride Control	
150 ampere alternator		Cold weather package - 120V - provides additional battery and engine block heater, radiator antifreeze, mounting for an ether bottle	
Horn and Backup Alarm		1.3 cu. yd. M.P. bucket with cutting edge	
Hazard flashers/turn signals		24" H.D. rocket bucket, 7.0ft. - with 5 tips	
Halogen head lights (2)		CAT Coughler pin grabber manual dual lock	
LED rear and front work lights (8)		Hydraulic thumb, Ditching bucket 48"	
		Front quick coupler	

July 21, 2020

To: Town of Ridgeway  
Attention: Supervisor Brian Napoli  
410 West Avenue  
Medina, NY 14103

From: Dawn Kuras, Lead Loan Specialist  
Rural Development – Batavia Service Center

Subject: Town of Ridgeway WD #14  
USDA Direct Expense Concurrence

**Approval of Direct Expenses Request:**

<u>Item</u>	<u>Amount</u>
Caterpillar Backhoe	\$109,531.00
Total	\$109,531.00

**Remarks:**

These requests for direct expenditures are acceptable to USDA - Rural Development, providing there are enough funds to meet the project's existing contractual obligations. If the cost of the approved direct expenditure exceeds the project budget, it shall be the Town's responsibility to pay for the cost difference. As stated in the Letter of Conditions, please remember that any requests for use of remaining funds are to be submitted within 90 days of Substantial Completion and are to be spent within 30 days of Loan Closing with RD.

If you have any questions, please call (585) 201-5628.

**DAWN KURAS** Digitally signed by DAWN KURAS  
Date: 2020.07.21 09:41:10 -04'00'  
Dawn K Kuras  
Lead Loan Specialist

CC:  
MRB Group  
LaBella  
CA-Tim Cannon  
PE- John Helgren

Rural Development • Batavia Office  
29 Liberty Street, Suite 2 Batavia, New York 14020  
Tel. (585) 343 9167 Ext. 4 Fax (585) 889 1627 TTY (315) 477 6447

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).



**From:** Helgren, John - RD, Syracuse, NY  
**To:** Kuras, Dawn - RD, Batavia, NY  
**Subject:** RE: Town of Ridgeway Water District No. 14  
**Date:** Tuesday, July 21, 2020 9:20:30 AM  
**Attachments:** CCF07212020\_00000.pdf  
image002.png  
image003.png  
image005.png  
image006.png  
image007.png

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Hi Dawn, I think the SOP says, the SE is supposed to tell the AS what the procurement requirements are. I looked at the info Scott sent, at it shows that the pricing is from a NYS OGS contract (see notes box). As this is under \$250,000 the Town can purchase directly from this NYS competitive bid system contract. I find the procurement acceptable.  
Sorry I wasn't clearer.

---

John T. Helgren, P.E.  
State Engineer | State Environmental Coordinator  
NY State Office - Rural Development  
U.S. Department of Agriculture  
315.477.6427 (office) | 315.412.3758 (cell)  
[www.rd.usda.gov](http://www.rd.usda.gov)  
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**From:** Kuras, Dawn - RD, Batavia, NY <dawn.kuras@usda.gov>  
**Sent:** Tuesday, July 21, 2020 9:09 AM  
**To:** Helgren, John - RD, Syracuse, NY <john.helgren@usda.gov>  
**Subject:** RE: Town of Ridgeway Water District No. 14

John,

I went to the SOP to find out about State bids but don't find anything. Is there anything I need from Scott to document the State bid?

Dawn K Kuras  
Team Lead  
Batavia Field Office, Rural Development  
United States Department of Agriculture  
29 Liberty Street, Suite 2 Batavia, NY 14020  
Phone 585-201-5628 | TDD 315-477-6447  
Fax 855-889-1627  
[www.rd.usda.gov/ny](http://www.rd.usda.gov/ny)

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**From:** Helgren, John - RD, Syracuse, NY <[john.helgren@usda.gov](mailto:john.helgren@usda.gov)>

**Sent:** Tuesday, July 21, 2020 8:36 AM

**To:** Kuras, Dawn - RD, Batavia, NY <[dawn.kuras@usda.gov](mailto:dawn.kuras@usda.gov)>

**Subject:** RE: Town of Ridgeway Water District No. 14

Thanks.

---

John T. Helgren, P.E.

State Engineer | State Environmental Coordinator

NY State Office - Rural Development

U.S. Department of Agriculture

315.477.6427 (office) | 315.412.3758 (cell)

[www.rd.usda.gov](http://www.rd.usda.gov)

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**From:** Kuras, Dawn - RD, Batavia, NY <[dawn.kuras@usda.gov](mailto:dawn.kuras@usda.gov)>

**Sent:** Tuesday, July 21, 2020 8:36 AM

**To:** Helgren, John - RD, Syracuse, NY <[john.helgren@usda.gov](mailto:john.helgren@usda.gov)>

**Subject:** RE: Town of Ridgeway Water District No. 14

Sound good, I will issue the approval.

Dawn K Kuras

Team Lead

Batavia Field Office, Rural Development

United States Department of Agriculture

29 Liberty Street, Suite 2 Batavia, NY 14020

Phone 585-201-5628 | TDD 315-477-6447

Fax 855-889-1627

[www.rd.usda.gov/ny](http://www.rd.usda.gov/ny)

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**From:** Helgren, John - RD, Syracuse, NY <[john.helgren@usda.gov](mailto:john.helgren@usda.gov)>

**Sent:** Tuesday, July 21, 2020 8:20 AM

**To:** Kuras, Dawn - RD, Batavia, NY <[dawn.kuras@usda.gov](mailto:dawn.kuras@usda.gov)>  
**Subject:** Town of Ridgeway Water District No. 14

Dawn, I'm ok with this, assuming they don't have a backhoe already, and the Form E showing enough money?

---

John T. Helgren, P.E.  
State Engineer | State Environmental Coordinator  
NY State Office - Rural Development  
U.S. Department of Agriculture  
315.477.6427 (office) | 315.412.3758 (cell)  
[www.rd.usda.gov](http://www.rd.usda.gov)  
"Together, America Prospers"  
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**From:** Mattison, Scott <[Scott.Mattison@mrbgroupp.com](mailto:Scott.Mattison@mrbgroupp.com)>  
**Sent:** Tuesday, July 21, 2020 8:14 AM  
**To:** Helgren, John - RD, Syracuse, NY <[john.helgren@usda.gov](mailto:john.helgren@usda.gov)>  
**Cc:** John Olinger ([highwaysuper@townridgeway.org](mailto:highwaysuper@townridgeway.org)) <[highwaysuper@townridgeway.org](mailto:highwaysuper@townridgeway.org)>; Kuras, Dawn - RD, Batavia, NY <[dawn.kuras@usda.gov](mailto:dawn.kuras@usda.gov)>; Cannon, Timothy - RD, Batavia, NY <[timothy.cannon@usda.gov](mailto:timothy.cannon@usda.gov)>; Kathy Dear ([kdear@labellapc.com](mailto:kdear@labellapc.com)) <[kdear@labellapc.com](mailto:kdear@labellapc.com)>; Brian Napoli ([bnapoli@gmail.com](mailto:bnapoli@gmail.com)) <[bnapoli@gmail.com](mailto:bnapoli@gmail.com)>  
**Subject:** Town of Ridgeway Water District No. 14

John,

The Town of Ridgeway is requesting to purchase a backhoe with remaining funds for the above referenced project. The backhoe will be used by the Town of Ridgeway Water Department for operation and maintenance of Water District No. 14 as well as any water district that feeds water to it.

I have attached a quote as provided to the Town. This quote was obtained through the NYS bid.

Please let me know if you have any comments, question or need anything else.

Thanks,

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

**MRB | group**  
The Culver Road Armory  
145 Culver Road, Suite 160  
Rochester, NY 14620  
(585) 381-9250 Phone  
(585) 381-1008 Fax

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RESOLUTION NO.- 08/17/2020

RESOLUTION: ADD "PIGGYBACK "BID  
CLAUSE TO THJE TOWN OF RIDGEWAY  
PROCUREMENT POLICY.

At the request of the Town of Ridgeway Attorney, this item was tabled until the next meeting of the Town Board to enable her to consider the language on the issue. All members of the Board agreed and the matter was tabled until the September Town Board meeting.

RESOLUTION NO.84- 08/17/2020

RESOLUTION: APPROVE THE RENEWAL  
OF AUTO REPAIR/SALES LICENSES.  
LIST PROVIDED.

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

Adopted:

5 Yes

0 No

Resolved to approve the renewal of Auto Repair/Sales license.



## **Town of Ridgeway**

Code Enforcement Office  
410 West Ave. Medina, NY 14103  
(585) 798-0730

---

July 21, 2020

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

Dear Board Members:

This letter is in regards to the 15 Special Use Permits for Repair Shops and or Sale Businesses in the Town of Ridgeway. The Repair/Sale Businesses listed below have submitted the annual renewal application with the \$50.00 renewal fee. All listed below been inspected and meet the requirements to continue to operate as each Special Use Permit has required.

104 Auto Express	Larry Freeman
Automotive Solutions (11197 Ridge Rd)	John Kirsch
Brazzell Automotive	Bill Brazzell
Classic Collision & Custom	Michael Winder
Danny Dunn Auto Repair & Sales	Danny Dunn
Fearby Auto Service	Roy Fearby
G & D Repair	Joshua Traxler
Gary's Cycle Shop	Gary Houseman
Klino Collision	Larry Klino
Orleans Construction LLC	Reginald Cichocki
Rick & Ron's Used Car Sales	Rick & Ron Turrell
Stawicki's Collision	Tom Stawicki
Timothy Caldwell Collision	Timothy Caldwell

Town of Ridgeway is an equal opportunity provider and employer.

Triple S Towing

Scott Ward

Wild Rides

Robert Mesler Sr.

I ask at this time, that you accept my recommendation to renew all of the above applications for the 2020-2021 year.

Respectfully Submitted,



Daniel J Wolfe  
Code Enforcement Officer  
Town of Ridgeway

RESOLUTION NO.85-08/17/2020

RESOLUTION: WD#14 APPROVE PAY  
ORDER #5 \$25,149.24 AND AUTHORIZE  
THE TOWN SUPERVISOR TO SIGN.

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

Adopted:

5 Yes

0 No

Resolved to approve pay order #5for WD#14 in the amount of \$25,149.24 and authorize the Town Supervisor to sign.



www.mrbgroup.com

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

July 20, 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 July 20, 2020, (1) copy each of the Contractor's Application for Payment No. 5 and Change Order No. 1 for the above referenced Project.

**The Total Amount Payable for this Application is \$25,149.24.** This Contract is 95% complete as of July 3, 2020.

Please note we will provide original copies of the Application for Payment, Change Order 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 Date	7/7/2020
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To (Owner)	Town of Ridgeway 410 West Avenue Melrose, NY 14103	From (Contractor)	Serg. Construction, Inc. 799 Jewett Burnwood Road East Aurora, NY 14052	Via (Engineer)	MSB Group 145 Culver Road, Suite 100 Rochester, NY 14620
Project:	Town of Ridgeway Water District No. 14	Contract:			
Owner's Contract No.		Contractor's Project No.		Engineer's Project No.	1814.18601.050

## Change Order Summary

Approved Change Orders		Project Contract Agreement	
Number	Addition	Deduction	
1	\$7,265.40		
TOTALS	\$0.00	\$7,265.40	
NET CHANGE BY CHANGE ORDERS		-\$7,265.40	

1.	ORIGINAL CONTRACT PRICE.....	\$	735,964.00
2.	Net change by Change Orders.....	\$	- \$7,265.40
3.	Current Contract Price (Line 1 + 2).....	\$	728,698.60
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$728,698.60
5.	RETAINAGE:		
	a. 5% X \$728,698.60 Work Completed.....	\$	36,434.93
	b. 5% X S Stored Material.....	\$	
	c. Total Retainage (Line 5a + Line 5c).....	\$	36,434.93
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	691,263.67
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$667,114.43
8.	AMOUNT DUE THIS APPLICATION.....	\$	25,149.24
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	36,434.93

The undersized community

The undersigned Comrator certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise used in or covered by this Application for Payment will pass to Owner at time of payment; and (3) all 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 (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of is recommended by:	\$ <u>25,149.34</u> (Line 8 or other - attach explanation of the other amount) (Engineer) (Date)
Payment of is approved by:	\$ <u>25,149.34</u> (Line 8 or other - attach explanation of the other amount) (Date) (City)





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

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

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

**Change Order No. 1 - Final Quantity Adjustment**

Item #	Description	Qty	Unit	Unit Price	Amount	QTY	%	Total To Date	Deduct Amount	Added Amount
02122	Rock Removal	100	CY	\$0.01	\$1.00	0	0	100%	\$0.00	\$1.00
02230	Soil Test	100	CY	\$0.01	\$1.00	0	0	100%	\$0.00	\$1.00
02441A	8" DR-11 HDPE Directional Boring Pottery Road Sta. F	1	LS	\$16,190.00	\$16,190.00	1	0	100%	\$16,190.00	\$1.00
02441B	8" DR-11 HDPE Directional Boring Culvert Road Sta. F	1	LS	\$18,930.00	\$18,930.00	1	0	100%	\$18,930.00	\$1.00
02611A	8" DR-18 PVC Water Main	19,100	LF	\$22.84	\$531,744.00	18,890	0	100%	\$525,857.60	\$5,886.40
02611B	Pipe Bedding	19,100	LF	\$0.01	\$191.00	0	0	100%	\$0.00	\$191.00
02631	1" Corp. Stop, Tee and Saddle	29	EA	\$220.00	\$6,380.00	31	0	100%	\$6,870.00	\$440.00
02633	1" Curb Stop and Buffalo Box	29	LF	\$265.00	\$7,685.00	31	0	100%	\$8,215.00	\$530.00
02634A	1" Long Side Water Service	700	LF	\$10.00	\$7,000.00	689	0	100%	\$6,890.00	\$110.00
02634B	1" Short Side Water Service	300	LF	\$5.00	\$1,500.00	249	0	100%	\$1,245.00	\$255.00
02645A	Hydrant Assembly	20	EA	\$4,400.00	\$88,000.00	21	0	100%	\$92,400.00	\$4,400.00
02645C	Hydrant Tee, Valve and Plug	9	EA	\$1,575.00	\$14,175.00	9	0	100%	\$14,175.00	\$0.00
02645D	12" Hydrant Extension	1	EA	\$404.00	\$404.00	0	0	100%	\$0.00	\$404.00
02645E	18" Hydrant Extension	1	EA	\$475.00	\$475.00	0	0	100%	\$0.00	\$475.00
02650A	Direct Water Main Connection	1	EA	\$538.00	\$538.00	0	0	100%	\$0.00	\$538.00
02650B	8" X 8" Teckina Sinter and Valve	1	EA	\$1,000.00	\$1,000.00	4	0	100%	\$4,000.00	\$0.00
02652	18" Gate Valve, Box and Marker	13	EA	\$3,770.00	\$49,210.00	1	0	100%	\$3,770.00	\$0.00
02720	12" STCP Storm Sewer Installation with End Section	100	LF	\$1,560.00	\$1,560,000.00	13	0	100%	\$20,280.00	\$2,000.00
02721A	Asphalt Road Restoration	200	LF	\$10.00	\$2,000.00	80	0	100%	\$800.00	\$1,200.00
02920B	Asphalt Driveway Restoration	200	LF	\$34.00	\$6,800.00	158	0	100%	\$5,372.00	\$1,428.00
02921A	Crushed Stone Driveway Restoration	700	LF	\$16.00	\$11,200.00	136	0	100%	\$2,176.00	\$9,024.00
02922D	Concrete Driveway Restoration	100	LF	\$15.00	\$1,500.00	356	0	100%	\$5,340.00	\$1,760.00
<b>Total Contract Amount</b>					<b>\$735,964.00</b>	390	0	100%	\$593.00	\$5,370.00
<b>Base Bid Total Deduct Amount =</b>					<b>\$12,635.40</b>	<b>\$5,370.00</b>				
<b>Base Bid Total Added Amount =</b>					<b>\$12,635.40</b>	<b>\$5,370.00</b>				
<b>Net Amount Deducted from Contract =</b>					<b>\$0.00</b>	<b>(\$7,265.40)</b>				

RESOLUTION NO.80-8/17/2020

RESOLUTION: WD#14 APPROVE PAY  
ORDER #6 \$36,434.93 AND AUTHORIZE  
THE TOWN SUPERVISOR TO SIGN.

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

Adopted:

5 Yes

0 No

Resolved to approve pay order #6 for WD#14 in the amount of \$36,434.93 and authorize the Town Supervisor to sign.

INTENTIONALLY LEFT BLANK

August 6, 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:

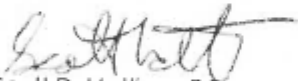
We have enclosed for your review and approval at your Town Board Meeting on August 17, 2020, (1) copy of the Contractor's Application for Payment No. 6 for the above referenced Project.

**The Total Amount Payable for this Application is \$36,434.93.** This Contract is now complete.

Please note we will provide original copies of the Application for Payment and 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.)



ENGINEERS' Joint CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. 6

To: Town of Ridgeway (Owner): 410 West Avenue Medina, NY 14103	Application Period: Final Application for Payment	Application Date: 8/6/2020
Project: Town of Ridgeway Water District No. 14	From (Contractor): Sergi Construction, Inc. 759 Jewett Homewood Road East Aurora, NY 14052	Via (Engineer): MRB Group 145 Culver Road, Suite 160 Rochester, NY 14620
Owner's Contract No.:	Contract:	Engineer's Project No.: 1814 18001.000

## Application For Payment Change Order Summary

Approved Change Order Number	Additions	Deductions
1		\$7,265.40
TOTALS	\$0.00	\$7,265.40
NET CHANGE BY CHANGE ORDERS		-\$7,265.40

1. ORIGINAL CONTRACT PRICE.....	\$	735,964.00
2. Net change by Change Orders.....	\$	-\$7,265.40
3. Current Contract Price (Line 1 + 2).....	\$	728,698.60
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$728,698.60
5. RETAINAGE:		
a. 0% X \$728,698.60 Work Completed.....	\$	-
b. 5% X \$ - Stored Material.....	\$	-
c. Total Retainage (Line 5a + Line 5b).....	\$	-
6. AMOUNT ELIGIBLE TO DATE (Lines 4 - Line 5c).....	\$	728,698.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$69,263.67
8. AMOUNT DUE THIS APPLICATION.....	\$	36,434.93
9. BALANCE TO FINISH PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	-

## Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise used 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: \$	36,434.93
(Line 8 or other - attach explanation of the other amount)	
is recommended by: <u>[Signature]</u>	8/6/20 (Date)
(Engineer)	
Payment of: \$	36,434.93
(Line 8 or other - attach explanation of the other amount)	
is approved by: <u>[Signature]</u>	8/13/2020 (Date)
(Owner)	
Approved by: _____	_____ (Date)
Funding Agency (if applicable)	_____ (Date)



RESOLUTION NO.87- 08/17/2020

RESOLUTION: THE TOWN BOARD OF THE TOWN OF RIDGEWAY TO REQUEST THE COUNTY OF ORLEANS SUPERINTENDANT OF HIGHWAYS DEPARTMENT OF TRANSPORTATION, PURSUANT TO SECTION 1622 (1) OF VEHICLE AND TRAFFIC LAW, TO ESTABLISH A LOWER MAXIMUM SPEED LIMIT FROM 55 MPH TO 40 MPH AT WHICH VEHICLES MAY PROCEED ON RIDGE ROAD, BETWEEN RIDGE ROAD AT NORTH GRAVEL RD. AND RIDGE ROAD IN THE HAMLET OF JEDDO AND ADD "NO PARKING/NO STANDING SIGNS IN ORDER TO IMPROVE THE SAFETY OF THE PUBLIC.

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

Adopted:

5Yes

0 No

BE IT RESOLVED, the Town Board of the Town of Ridgeway is to request the County of Orleans Superintendent of Highways Department of Transportation pursuant to section 1622(1) of vehicle and traffic law, to establish a lower maximum speed limit from 55 MPH to 40 MPH on Ridge Road, between Ridge Road at North Gravel Road and Ridge Road in the Hamlet of Jeddo, and to add "No Parking/No Standing signs in order to improve the safety of the public.

RESOLUTION NO.88 -8/17/2020

RESOLUTION: ACCEPT THE 2019  
AUDIT FROM ATETTE, INGERSOL AND  
COMPANY (AMATO FOX).

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

Adopted:

5 Yes

0 No

RESOLVED, accept the 2019 Audit from Atette, Ingersoll and Company. (Amato Fox)

\*Available at Town of Ridgeway Town Hall.

RESOLUTION NO. 89-08/17/2020

RESOLUTION: WHEREAS, THE CONSTRUCTION  
OF THE IMPROVEMENTS FOR THE TOWN OF  
RIDGEWAY WATER DISTRICT NO.14 HAVE BEEN  
COMPLETED AND APPROVED BY NYS  
DEPARTMENT OF HEALTH; AND

WHEREAS, THE TOWN OF RIDGEWAY HEREBY  
ACCEPTS THE PROJECT AS CONSTRUCTED.

NOW, THEREFORE BE IT RESOLVED, THE TOWN  
HEREBY AUTHORIZES FINAL PAYMENT TO THE  
CONTRACTOR.

BE IT FURTHER RESOLVED THE TOWN BOARD  
HEREBY DESIGNATES A NYS CERTIFIED  
OPERATOR, JOHN OLINGER (LICENSE NO.  
NY0041003) TO SERVE AS THE OPERATOR  
FOR THE WATER SYSTEM.

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

Adopted:

5 Yes

0 No



BE IT RESOLVED, that the Town of Ridgeway accepts that WD No.14 is hereby completed and approved by NYS Department of Health and

WHEREAS, that the Town of Ridgeway accepts the project as constructed.

NOW THEREFORE, be it resolved that the Town of Ridgeway hereby authorizes final payment to the contractor.

BE IT FURTHER RESOLVED, that the Town Board hereby designates a NYS certified operator, John Olinger (License NO. NY0041003) to serve as the operator for the water system.

NYS TDD Relay: 1-800-622-1220

RESOLUTION NO. 90-08/17/2020

RESOLUTION: APPOINT A NYS CERTIFIED OPERATOR, JOHN OLINGER (LICENSE NO. NY0041003) TO SERVE AS THE OPERATOR FOR THE WATER SYSTEM WD#14.

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

Adopted:

5 Yes

0 No

Be it resolved, that the Town of Ridgeway does hereby appoint John Olinger a NYS Certified Operator License No. NY0041003 to serve as Water Systems Operator for the Water System WD#14

RESOLUTION NO.-91- 08/17/2020

RESOLUTION: WD#14 APPROVE CHANGE ORDER NO.1 A DECREASE IN THE AMOUNT OF \$7,265.40 AUTHORIZE THE TOWN SUPERVISOR TO SIGN.

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

Adopted:

5 Yes

0 No

RESOLVED, approve change order no.1 for WD#14 a decrease of \$7,265.40 and authorize the Town Supervisor to sign.

Change Order No. One (1)

Date of Issuance: **July 7, 2020**  
Owner: **Town of Ridgeway**  
Contractor: **Sergi Construction Inc.**  
Engineer: **MRB Group**  
Project: **Water District No. 14**

Effective Date: **July 7, 2020**  
Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.: **1814.18001.000**  
Contract Name: **Water Main Installation**

The Contract is modified as follows upon execution of this Change Order:

**Description:** This Change Order is for the final quantity adjustment.

**Attachments:** *Final quantity adjustment spreadsheet.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ 735,964.00	Original Contract Times: Substantial Completion: <u>June 1, 2020</u> Ready for Final Payment: <u>June 30, 2020</u> days or dates
[Increase] [Decrease] from previously approved Change Order:  \$ N/A	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order:  \$ 735,964.00	Contract Times prior to this Change Order: Substantial Completion: <u>June 1, 2020</u> Ready for Final Payment: <u>June 30, 2020</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ 7,265.40	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ 728,698.40	Contract Times with all approved Change Orders: Substantial Completion: <u>June 1, 2020</u> Ready for Final Payment: <u>June 30, 2020</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Senior Civil Engineer</u>	Title: <u>SUPERVISOR</u>	Title: <u>Pres.</u>	Title: <u>Pres.</u>	Title: <u>Pres.</u>	Title: <u>Pres.</u>
Date: <u>8/6/20</u>	Date: <u>8/17/2020</u>	Date: <u>8-10-20</u>	Date: <u>8-10-20</u>	Date: <u>8-10-20</u>	Date: <u>8-10-20</u>

Approved by Funding Agency (if applicable)

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

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

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

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

**Change Order No. 1 - Final Quantity Adjustment**

Item #	Description	Qty	Unit	Unit Price	Amount	Total To Date			Deduct Amount	Added Amount
						Qty	% Payable	Amount		
02229	Rock Removal	100	CY			0	0	\$0.00		
02230	Select Fill	100	CY	\$0.01	\$0.01	0	100%	\$0.00	\$1.00	
02444A	8" DR-11 HDPE Directional Boring Porter Road Sta. R	1	LS	\$0.01	\$0.01	0	0	\$0.00		\$1.00
02444B	8" DR-11 HDPE Directional Boring Culvert Road Sta. R	1	LS	\$16,190.00	\$16,190.00	1	100%	\$16,190.00		
02611A	8" DR-18 PVC Water Main	19,100	LF	\$18,930.00	\$18,930.00	1	100%	\$18,930.00		
02611B	Pipe Bedding	19,100	LF	\$27.84	\$531,744.00	18,890	0	\$525,897.60	\$5,846.40	
02631	1" Corp. Stop, Tap and Saddle	29	EA	\$0.01	\$0.01	0	0	\$0.00	\$191.00	
02633	1" Curb Stop and Buffalo Box	29	EA	\$220.00	\$6,380.00	31	0	\$6,870.00		
02634A	1" Long Side Water Service	700	LF	\$265.00	\$185,500.00	31	0	\$8,215.00		\$440.00
02634B	1" Short Side Water Service	300	LF	\$10.00	\$3,000.00	689	0	\$6,890.00	\$110.00	\$530.00
02645A	Hydrant Assembly	20	EA	\$5.00	\$100.00	249	0	\$1,245.00	\$255.00	
02645B	Hydrant Tee, Valve and Plug	9	EA	\$4,400.00	\$39,600.00	21	0	\$92,400.00		\$4,400.00
02645C	6" Hydrant Extension	1	EA	\$1,575.00	\$1,575.00	9	0	\$14,175.00		
02645D	12" Hydrant Extension	1	EA	\$404.00	\$404.00	0	0	\$0.00	\$404.00	
02645E	18" Hydrant Extension	1	EA	\$475.00	\$475.00	0	0	\$0.00	\$475.00	
02650A	Direct Water Main Connection	4	EA	\$538.00	\$2,152.00	0	0	\$0.00	\$538.00	
02650B	8" X 8" Tapping Sleeve and Valve	1	EA	\$1,000.00	\$1,000.00	4	0	\$4,000.00		
02660	8" Gate Valve, Box and Marker	13	EA	\$3,770.00	\$49,210.00	1	0	\$3,770.00		
02720	12" SICC Storm Sewer Installation with End Section	100	LF	\$1,560.00	\$156,000.00	13	0	\$20,280.00		
02920A	Asphalt Road Restoration	200	LF	\$10.00	\$2,000.00	13	0	\$130.00	\$200.00	
02920B	Asphalt Driveway Restoration	200	LF	\$30.00	\$6,000.00	158	0	\$4,740.00	\$1,260.00	
02920C	Crushed Stone Driveway Restoration	700	LF	\$16.00	\$11,200.00	136	0	\$2,176.00	\$1,024.00	
02920D	Concrete Driveway Restoration	100	LF	\$5.00	\$500.00	356	0	\$1,780.00	\$1,720.00	
<b>Total Contract Amount</b>					<b>\$735,964.00</b>	39.0	0	\$390.00	<b>\$12,635.40</b>	<b>\$5,370.00</b>
<b>Base Bid Total Deduct Amount =</b>									<b>\$12,635.40</b>	
<b>Base Bid Total Added Amount =</b>										<b>\$5,370.00</b>
<b>Net Amount Deducted from Contract =</b>										<b>(\$7,265.40)</b>

Other Business:

Fire Company Report. – Not received

Legislator Report- Lynne Johnson (absent)

Department Reports-

Town Clerk- Town Clerk Kaiser stated that her office has been working on the finalization of WD#14.

Kaiser further stated that her office had been receiving complaints regarding the traffic on Ridge Road near Miller Store, as well as hunting and fishing license through DEC.

Assessors Office- Nothing to add at this time.

Attorney Bogan- Nothing, but will work on the procurement policy wording.

Code Enforcement Dan Wolfe- Wolfe stated that he is working on building permits as well as working with the Board of Appeals, and the Solar project on Swett Road.

Code Enforcement Officer Wolfe asked to remind the Town Board that in reference to the issue with traffic on Ridge Road by Miller's Store that we are not Vehicle and Traffic Control, this was retail and that Caleb Schlabach who purchased the property next to Miller's store is putting in a huge parking lot for his shed business.

Planning Board- Planning Board Chairman Tom Fenton that the next meeting would have the public hearing for the Swett Road Solar Project. The Town residence will call in, but the Planning Board will be in the building and the Planning Board clerk has posted instructions on the Town's webpage for the meeting.

Highway Superintendent Olinger- Was absent, but Supervisor Napoli stated that the Highway Department had been working on milling as well as fixing some of the shoulders of the roads including West Scott Road. The Highway has also been working on mowing.

Councilman Reports:

Councilman Payne- Councilman Payne stated that to the best of his knowledge passing on the right was against the law.

Councilman Toussaint- Councilman Toussaint stated that a couple of months back he had asked about the property maintenance on Beals Road Solar Project and that it still looks terrible and it sets a bad president for future projects if we do nothing to make them keep up the properties.

Attorney Bogan stated that as this is a lease the property owner is ultimately responsible for the property upkeep further suggesting that the Town send the Property owner a "Tall Grass Letter".

Toussaint also asked if the Town was sure that when the Solar project was sold that the maintenance Requirements went along with it. Code enforcement Officer Wolfe said he would call and check with the new owners.

Councilman Stalker- Councilman Stalker asked that he be informed of any and all meeting with the Ridgeway Volunteer Fire Company as he would have been in attendance had he known that there was a meeting held.

Councilman Woodruff- Councilman Woodruff stated that she had been in attendance at the meeting of the Village of Medina Ambulance Committee, and that all Fire Companies were represented with the exception of the Town of Ridgeway and asked that the Ridgeway Fire Company president be contacted about attending. Woodruff also asked if Councilman Payne was on the Committee and if he planned on attending? Councilman Payne stated that he would.

As there where no further questions Supervisor Napoli asked for a motion to pay the bills as presented.

Councilman Toussaint moved its adoption.  
Seconded by Councilman Stalker.

The motion was carried unanimously to pay the bills as presented.

The Total Abstract: \$264,080.66

Supervisor Napoli the asked for a motion to adjourn.  
Councilman Stalker made the motion.  
Seconded by Councilman Toussaint.  
The motion was carried unanimously, and the meeting adjourned at 8:12 P.M.

Respectfully submitted by,

Karen L. Kaiser  
Ridgeway Town Clerk/RMC