

**TOWN OF RIDGEWAY
TOWN BOARD MEETING
JANUARY 19,2021**

THOSE PRESENT:

Brian Napoli
Jeffrey Toussaint
Mary Woodruff
David Stalker
Duane Payne

Town Supervisor
Councilman
Councilman (on phone)
Councilman (on phone)
Councilman

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

Highway Superintendent
Town Clerk
Deputy Town Clerk
Assessor
Town Attorney
Code Enforcement Officer

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

Supervisor Napoli then asked for a moment of silence in memory of Doug Rue, a past Code Enforcement Officer for the Town of Ridgeway as suggested by Councilman Stalker.

RESOLUTION NO.20-1/19/2021

RESOLUTION: TO ACCEPT THE
AGENDA FOR THE JANUARY 19, 2021
MEETING.

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

Adopted:

5 Yes

0 No

Resolved to accept the agenda for the January 19, 2021 Town Board meeting.

RESOLUTION NO.21-1/19/2021

RESOLUTION TO ACCEPT THE MINUTES
OF THE DECEMBER 29, 2020 TOWN
BOARD MEETING AS PRESENTED.

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

Adopted:

5 Yes

0 No

Resolved to accept the Minutes for the Town Board meeting of December 29, 2020 as presented.

RESOLUTION NO.22-1/19/2021

RESOLUTION TO ACCEPT THE MINUTES OF
ORGANIZATIONAL MEETING OF JANUARY 5,
2021

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

Adopted:

5 Yes

0 No

Resolved to approve the minutes of the organizational meeting held on January 5, 2021.

COMMUNICATIONS:

- A. New bridge renovation- Route 31.
- B. USDA: Cherry Fruit Fly trap survey request.
- C. Received from Town Clerk list of monies received from the County in 2020.

Date of next meetings:

- Workshop: February 9, 2021, 7PM, Town Hall.
- Board Meeting: February 16, 2021,7PM, Town Hall.

Old Business:

Marshall Road Bridge is open.

New Business:

RESOLUTION NO.23-1/19/2021

RESOLUTION: APPROVE WATER RATES FOR POOL/RECREATIONAL USE. STANDARD METER RENTAL \$50.00, WATER USAGE UP TO 20,000 GALLONS \$125.00, WATER USAGE ADDITIONAL 5,000 GALLONS OVER 20,000 \$25.00.

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

Adopted: 5 Yes 0 No

Resolved to approve the new water rates for pool and recreational use as standard meter rental \$50.00, water usage up to 20,000 gallons \$125.00, water usage additional 5,000 gallons over 20,000, \$25.00.

RESOLUTION: NO.24-1/19/2021

RESOLUTION: AUTHORIZE THE SUPERVISOR TO SIGN CONSENT AND CROSSING AGREEMENT WITH DG NEW YORK CS II, LLC TO ALLOW ROAD AND UTILITY PROJECT MAINTAINANCE ACCESS OF THE SAME.

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

Adopted: 5 Yes 0 No

Resolved, to authorize the Supervisor to sign the consent and crossing agreement with DG New York II, LLC for the purpose of maintenance access on project of the same.

**CONSENT AND
CROSSING AGREEMENT**

THIS CONSENT AND CROSSING AGREEMENT ("**Agreement**") is executed this 19th day of January, 2021, by and between Town of Ridgeway, a municipal corporation, ("**Easement Holder**") and DG New York CS II, LLC, a Delaware limited liability company ("**Project Company**"). Easement Holder and the Project Company are sometimes referred to herein individually as a "**Party**" and collectively, as "**Parties**".

RECITALS:

WHEREAS, Easement Holder is the holder of that certain Easement dated March 7, 1998, recorded on May 5, 1998 in Liber 24, Page 168 of the Clerk's Office, Orleans County, New York ("**Easement**");

WHEREAS, Project Company proposes to construct, operate and maintain roads, overhead electrical transmission lines, transformers, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power and telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the transmission of electrical power ("**Facilities**") across Easement Holder's Easement for the purpose of access, construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of the Facilities (collectively referred to as "**Road and Utility Crossings**"); and

WHEREAS, Easement Holder is willing to consent to Project Company's construction, maintenance and use of said Road and Utility Crossings subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Easement Holder hereby consents to the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of the Project Company's Facilities within the area of the Easement in the locations of the Project Company's proposed Road and Utility Crossings more particularly described or depicted on **Exhibit "A"** attached hereto and incorporated by reference herein and in compliance with all legal and regulatory requirements and Crossing Requirements, if any, stated on **Exhibit "B"** attached hereto and incorporated by reference in this Agreement. Easement Holder hereby consents to Project Company having access to the Road and Utility Crossings for the purposes described in this Agreement.

2. Project Company covenants and agrees that it will not obstruct the Easement area or otherwise interfere with the use thereof by the Easement Holder for the purposes set forth in the Easement.

3. Project Company agrees to provide Easement Holder a map or sketch of all Road and Utility Crossings after construction is completed if required by the Crossing Requirements or requested by the Easement Holder.

4. If Easement Holder requires Project Company to relocate any of its Facilities within the Easement to a different location within the Easement, then Easement Holder will provide at least sixty (60) days' written notice to the person designated by Project Company in writing to receive notices, and in such notice Easement Holder will provide a new location at which Project Company may construct, maintain, operate, repair, replace, relocate and remove the Project Company's replacement Facilities. The new location will be as close as reasonably possible to the original location.

5. Project Company acknowledges and understands that Easement Holder operates waterlines and related systems and improvements in the Easement area. Project Company will not cause any damage to the Easement Holder's infrastructure now or hereafter located in the Easement area. Project Company agrees to notify Easement Holder immediately in the event any damages are caused by Project Company or a Project Company contractor to Easement Holder's improvements located within the Easement. Project Company will repair such damage at its sole expense. In the event it is necessary for Easement Holder to make emergency repairs, Project Company will reimburse Easement Holder for its reasonable and documented expenses upon receipt of Easement Holder's invoice.

6. All notices to either party hereto shall be in writing and delivered by a nationally recognized delivery service or sent by first class U. S. Mail, postageprepaid, return receipt requested to:

Town of Ridgeway
410 West Avenue
Medina, NY 14103
Attn: Town Supervisor
Telephone: (585) 798-0730

DG New York CS II, LLC,
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Business Manager

7. This Agreement shall inure to the benefit and be binding on the respective heirs, successors, assigns, agents, contractors, and personal representatives of the Parties to this Agreement. Project Company shall be permitted to assign this Agreement without the prior written consent of Easement Holder. Nothing contained herein shall be construed to abrogate or relinquish any rights granted by the original Easements.

8. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute on and the same Agreement.

9. Project Company acknowledges and agrees that it shall hold harmless and indemnify Easement Holder and its successors and assigns in interest for any liability whether known or unknown that arises from Project Company or Project Company's contractors, agents,

representatives, or invitees exercising its rights granted under this Agreement, including intra-party claims and liability resulting in injuries to persons who enter onto the Easement in the exercise of Project Company's rights or any failure of Project Company to maintain its Facilities on the Easement, except to the extent any such liability is solely caused by the gross negligence or willful misconduct of Easement Holder, its contractors, agents, representatives or invitees.

10. Project Company acknowledges and agrees to maintain, and to cause its contractors, subcontractors, and agents to maintain, General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than the greater of (a) One Million and 00/100 Dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage, and (b) customary amounts in the industry. Project Company will provide the Easement Holder with certificates of insurance evidencing the insurance coverages and naming the Easement Holder as an additional insured at least ten (10) days prior to commencement of any activities on or about the Easement.

11. This Agreement shall be and remain in effect until Project Company decommissions, removes, or terminates its operation of the Facilities. On or prior to expiration of this Agreement, Project Company agrees to restore the Easement to substantially the same condition existing prior to any installation, construction, or maintenance work conducted in the Easement area at the Project Company's sole cost and expense provided however, that subject to any decommissioning requirements, Project Company may, by obtaining the prior written consent of Easement Holder, abandon the road and/or facilities in place, in which case, Project Company shall have no obligation to decommission or further obligations in respect of said facilities. Upon expiration of this Agreement, all rights which Project Company may have hereunder shall cease and end; provided, however, that expiration of this Agreement shall not in any manner affect any claims and liabilities which may have arisen or accrued hereunder, and which, at the time of termination, have not been satisfied.

12. This Agreement will be construed under the laws of the State of New York, without regard to choice-of-law rules of any jurisdiction

[COUNTERPART SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

Town of Ridgeway,
a municipal corporation

By: Brian P. Napoli

Printed Name: Brian P. Napoli

Title: Town of Ridgeway Town Supervisor

STATE OF NEW YORK)

COUNTY OF Orleans)

On this 19th day of January, 2021, before me, the undersigned notary public, personally appeared Brian P. Napoli, as Town Supervisor of [easement holder]. The town of Ridgeway.

[Signature]
Notary Public

My Commission Expires: 2/28/22

SEAL

RESOLUTION NO.25-1/19/2021

RESOLUTION: APPROVE EXAMINATION OF RECORDS OF RIDGEWAY TOWN COURT AND SEND TO THE N.Y. STATE JUSTICE COURT SYSTEM.

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

Adopted: 5 Yes

0 No

Resolved, to approve the documents and records of the Ridgeway Town Court after examination and send to the N.Y. State Justice Court.

Other Business:

- Fire Company – Yearly report received from Don Marchner



Ridgeway Volunteer Fire Company, Inc.

11392 Ridge Road

PO Box 816

Medina, NY 14103-0816

E Mail: ridgewayfiredept@rochester.rr.com

Web Site: ridgewayfire.org

Station #1 (585) 798-2076

Fax # (585) 798-5350

THE FOLLOWING IS A SUMMARY OF CALLS OF THE RIDGEWAY VOLUNTEER FIRE COMPANY FOR THE YEAR 2020:

EMS	205	65.8%	
MVA'S	20	6.4%	
HAZARDOUS CONDITIONS	43	13.8%	
AUTOMATIC ALARMS	4	1.3%	
STRUCTURE FIRES	4	1.3%	
VEHICLE FIRES	5	1.6%	
BRUSH FIRES	6	1.9%	AVERAGE FIREFIGHTERS PER CALL 6.1
TRASH FIRES	1	0.3%	TOTAL HRS. FIREFIGHTERS ON CALLS
MUTUAL AID	21	6.7%	1,322.3
OTHER	3	0.9%	
TOTAL CALLS	312	100%	

Town Clerk Kaiser-My department has been collecting tax payments and water bills and have collected over \$100,000,000. to date and are well underway to pay the Town Supervisor very soon. The last vouchers are in for Water District 14 and it should be closing soon

Assessor Laszewski- Laszewski stated that Assessor Trainee Cecchini is scheduled to be taking an on-line class regarding cost/market income.

She will have two classes left after that. Cecchini' s class begins on the 27th of January and is a 5-day class that will be held over two weeks. Cecchini will be taking the class from home as it is an on-line class.

Highway Superintendent Olinger- Olinger stated that the Highway department has been doing a little plowing, but mostly salting. We have also been working on cleaning up of brush on the Oregon and Rutherford Roads.

Town Attorney Bogan- Bogan stated that she has been working on the Ridge Road Solar Project Pilots. Everything is good.

Councilman Payne- Nothing at this time.

Councilman Stalker -Nothing at this time.

Councilman Toussaint – Nothing at this time.

Councilman Woodruff- Stated that three of the Council had just found out about the passing of Joe Perry of the Village of Medina, and that his position has been filled by Jason Watts.

Code Enforcement Officer Wolfe- Mr. Wolfe stated that he had issued 67 Building Permits in 2020, 40 have been closed out, 27 remain open. He has sent out 16 violations letters. In January every year they have training that satisfies the required 24 hours and that training has been canceled. Wolfe stated that he is sure that there will be some training on-line, but that will take forever. Further stating that he is not sure how he will get the required 24 hours.

Supervisor Napoli asked if there were any further questions? As there were none, Supervisor Napoli asked for a motion to pay the bills as presented.

Offered by Councilman Toussaint
Seconded by Councilman Woodruff

Carried to pay the bills as presented:

Abstract: Total \$318,073.15

Supervisor Napoli asked for a motion to adjourn. The motion was carried unanimously and the meeting was adjourned at 7:23 P.M.

Respectfully submitted by,

Karen L. Kaiser
Town Clerk/RMC