

**TOWN OF RIDGEWAY
TOWN BOARD MEETING
JUNE 21, 2021**

THOSE PRESENT:

Brian Napoli
Jeffrey Toussaint
Mary Woodruff
David Stalker
Duane Payne

Town Supervisor
Councilman
Councilman (phone)
Councilman
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

Lynne Johnson

County Legislator

Hannah Hill
Jess Marciano
Mark Goheen
Ellen Goheen

Resident
Resident
Resident
Resident

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

RESOLUTION NO.51-06/21/2021

RESOLUTION: TO ACCEPT THE AGENDA
FOR THE JUNE 21, 2021 MEETING.

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

Adopted:

5 Yes

0 No

Resolved to accept the agenda for the June 21, 2021 Town Board meeting.

RESOLUTION NO. 52-6/21/ 2021

RESOLUTION TO ACCEPT THE MINUTES
OF THE MAY 17, 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 Minutes for the Town Board meeting of May 17, 2020 as presented.

COMMUNICATIONS:

- State Equalization Rate: 88%
- Water District #15 petition received
- County Treasurer: Mortgage Tax: \$32,452.82
- County Treasurer: Mowing, Plowing, Sanding: \$113,407.02

DATE OF NEXT MEETINGS:

Workshop July 13, 2021, 7P.M., Town Hall.
Board Meeting: July 19, 2021, 7 P.M., Town Hall

OLD BUSINESS:

A. Pot law update.

NEW BUSINESS:

RESOLUTION NO. 53-06/21/2021

A REFUNDING BOND RESOLUTION,
DATED JUNE 21, 2021, AUTHORIZING
THE ISSUANCE OF REFUNDING BONDS
IN AN AGGREGATE PRINCIPAL AMOUNT
NOT TO EXCEED \$1,400,00 OF THE
TOWN OF RIDGEWAY, ORLEANS
COUNTY, NEW YORK, PERSUANT TO
THE LOCAL FINANCE LAW AND
PROVIDING FOR OTHER MATTERS IN
RELATION THERETO.

WHEREAS, the Town of Ridgeway, Orleans County, New York (the "Town") heretofore issued its Water Improvement No. 2 Serial Bonds-1999, dated June 24, 1999, in the original aggregate principal amount of \$350,000 with \$160,000 of such bonds being scheduled to mature in the years 2022 through 2037, inclusive (the "1999 Bonds"); and

WHEREAS, The Town heretofore issued its Water Improvement No. 3 Serial Bonds-2002, dated April 11, 2002, in the original aggregate principal amount of \$704,000 with \$457,400 of such bonds being scheduled to mature in the years 2022 through 2040, inclusive (the "2002 Bonds"); and

WHEREAS, The Town heretofore issued its General Obligation Serial Bonds, 2005, dated July 8, 2005, in the original aggregate principal amount of \$501,500 with \$376,400 of such bonds being scheduled to mature in the years 2022 through 2042, inclusive (the "2005 Bonds"); and

WHEREAS, The Town heretofore issued its General Obligation Serial Bonds, 2009, dated September 24, 2009, in the original aggregate principal amount of \$268,000 with \$224,300 of such bonds being scheduled to mature in the years 2022 through 2047, inclusive (the "2009 Bonds"); and

WHEREAS, the 1999 Bonds, the 2002 Bonds, the 2005 Bonds and the 2009 Bonds, are hereinafter sometimes referred to collectively as the "Refunded Bonds"; and

WHEREAS, in order for the Town to realize the potential for certain long-term debt service savings with respect to the Refunded Bonds, the Town Board of the Town (the "Board") has determined, after consultation with the municipal advisor and bond counsel firms retained by the Town, that it would be in the public interest for the Town to refinance the Refunded Bonds by the issuance of refunding bonds of the Town pursuant to Section 90.00 and/or Section 90.10 of the Local Finance Law (the "Refunding Law"); and

WHEREAS, the Refunded Bonds are, by their terms, either scheduled for payment or subject to the possibility of the call for redemption prior to their stated maturity dates, and the Town has determined to conduct such a call for redemption, to achieve future debt service savings; and

WHEREAS, the 1999 Bonds were issued pursuant to a bond resolution that was adopted by the Town Board on August 18, 1997, authorizing the issuance of bonds to finance the establishment of Water Improvement No. 2 in the Town and the construction of water improvements therein (the "1999 Bonds Bond Resolution"); and

WHEREAS, the 2002 Bonds were issued pursuant to a bond resolution that was adopted by the Town Board on February 21, 2000, authorizing the issuance of bonds to finance the establishment of Water Improvement No. 3 in the Town and the construction of improvements therein (the "2002 Bonds Bond Resolution"); and

WHEREAS, the 2005 Bonds were issued pursuant to two bond resolutions that were adopted by the Town Board on May 6, 2002, authorizing the issuance of bonds to finance (a) the establishment of Water Improvement District No. 5 and the construction of improvements therein, and (b) the establishment of Extension No. 1 to Water Improvement District No. 5 and the construction of improvements therein (collectively, the "2005 Bonds Bond Resolutions"); and

WHEREAS, the 2009 Bonds were issued pursuant to a bond resolution that was adopted by the Town Board on May 19, 2003, authorizing the issuance of bonds to finance the construction of the Town of Ridgeway Water District No. 6 (the "2009 Bonds Bond Resolution"); and

WHEREAS, the 1999 Bonds Bond Resolution, the 2002 Bonds Bond Resolution, the 2005 Bonds Bond Resolutions and the 2009 Bonds Bond Resolution are hereinafter sometimes referred to collectively as the "Refunded Bond Resolutions"; and

WHEREAS, the Town has the power and authority to issue refunding bonds of the Town for the purpose of refunding (and thereby refinancing) the Refunded Bonds at more favorable rates of interest, including provision for the payment of incidental costs of issuance in connection therewith, pursuant to the provisions of the Refunding Law; and

WHEREAS, the Town has received a draft refunding summary/refunding financial plan, dated as of June 16, 2021 (the "Refunding Financial Plan") from Robert W. Baird & Co. Incorporated (the "Underwriter") in connection with the proposed refunding of the Refunded Bonds, and such Refunding Financial Plan is attached hereto as Exhibit A; and

WHEREAS, the Board has reviewed and considered the Refunding Financial Plan in consultation with the Supervisor of the Town and the municipal advisor and bond counsel firms retained by the Town; and

WHEREAS, the Town desires to refund all or a portion of the Refunded Bonds by issuing certain new refunding bonds and selling such bonds pursuant to a private sale to the Underwriter in general accordance with the Refunding Financial Plan; and

WHEREAS, the Refunding Law requires that the Town adopt a refunding bond resolution which includes a refunding financial plan setting forth all of the pertinent details in connection with the proposed refunding transaction;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board (by the favorable vote of not less than two-thirds of the total voting strength of the Town Board) as follows:

SECTION 1. Based on the recommendation of Municipal Solutions, Inc. ("Municipal Solutions"), the municipal advisor retained by the Town, the Board hereby determines to undertake a current refunding of the Refunded Bonds, through the issuance of refunding bonds of the Town, such refunding bonds to be offered and sold at private sale to the Underwriter under arrangements that are to be in general accordance with the Refunding Financial Plan.

SECTION 2. For the object or purpose of refunding the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (A) the applicable outstanding principal amount of the Refunded Bonds, (B) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date(s) on which the Refunded Bonds mature or are to be redeemed in accordance with the Refunding Financial Plan, (C) redemption premiums, if any, payable on the Refunded Bonds as of such redemption date(s), (D) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including, but not limited to, the development of the Refunding Financial Plan, the fees and costs of the municipal advisor to the Town, the fees and costs of the bond counsel to the Town, the costs and expenses of executing and performing the terms and conditions of the Escrow Contract, as hereinafter defined, and the fees and charges of the Escrow Holder, as hereinafter defined, and (E) the premium or premiums for the policy or policies of municipal bond insurance or other form of credit enhancement facility or facilities for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued the Refunding Serial Bonds, 2021 of the Town in an aggregate principal amount not to exceed \$1,400,000 (the "Refunding Bonds") pursuant to the provisions of the Refunding Law, it being anticipated that the principal amount of the Refunding Bonds actually to be issued will be approximately \$1,260,000 as described in the Refunding Financial Plan and in Section 6 hereof. The Refunding Bonds shall be dated such date as shall hereafter be determined by the Town Supervisor pursuant to Section 6 hereof, shall be of the denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of each respective maturity (unless a bond of an odd denomination is required), shall mature annually and shall bear interest semi-annually thereafter on such dates as shall be determined by the Town Supervisor pursuant to Section 6 hereof, at the rate or rates of interest per annum as may be necessary to sell the same, all as shall be determined by the Town Supervisor.

SECTION 3. The Town Supervisor is hereby delegated all of the powers of this Board with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for the Refunding Bonds including, but not limited to, the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

SECTION 4. The Refunding Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Town Supervisor and the Town's corporate seal (or a facsimile thereof) shall be imprinted thereon and attested by the Town Clerk. The Refunding Bonds shall contain the recital(s) required by the Refunding Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form, and contain such recitals, as the Town Supervisor shall determine.

SECTION 5. It is hereby determined that:

(A) The maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by the Local Finance Law; and

(B) The maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each of the objects or purposes for which the Refunded Bonds were issued is as shown in Exhibit B; and

(C) The last installment of the Refunding Bonds will mature not later than the expiration of the maximum period of probable usefulness of each of the objects or purposes for which the Refunded Bonds were issued, or in the alternative, the weighted average remaining period of probable usefulness of the objects or purposes (or classes of objects or purposes) financed with the Refunded Bonds or the weighted average remaining period of probable usefulness of all objects or purposes (or classes of objects or purposes) financed with the Refunded Bonds, in accordance with the provisions of the Refunding Law; and

(D) The estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of the Refunding Law, is as shown in the Refunding Financial Plan described in Section 6 hereof.

SECTION 6. The Refunding Financial Plan showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, is set forth in Exhibit A attached hereto and hereby made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount of \$1,260,000 and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in Exhibit A. This Town Board recognizes that the amount and/or structure of the Refunding Bonds, and the maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the Town will most probably be different from such assumptions and that the final details of the sale will also most probably be different from that attached hereto as Exhibit A. The Town Supervisor is hereby authorized and directed to determine the amount and particular maturities of the Refunded Bonds to be refunded, the details as to the redemption of the Refunded Bonds, including the date and amount of such redemption or redemptions and authorizing and directing the Escrow Holder, as hereinafter defined, to cause notice of such redemption, the amount and particular maturities of the Refunding Bonds to be issued, the date of such bonds and the date of issue, maturities and terms thereof, the provisions relating to any redemption of the Refunding Bonds prior to maturity (including the presence or absence of an early call feature, as referred to above), whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, the escrow arrangements (if any) to be entered into with respect to the proceeds of the Refunding Bonds, the terms of the private sale of the Refunding Bonds to the Underwriter, the amount of the annual installments of the Refunding Bonds to be paid pursuant to the Refunding Law, whether the Refunding Bonds shall be sold at a discount in the manner authorized by Section 57.00(e) of the Local Finance Law, and the rate or rates of interest to be borne thereby, and to prepare, or cause

to be prepared a final Refunding Financial Plan for the Refunding Bonds, whether the Refunding Bonds are sold in conjunction with or consolidated with the issuance of certain other refunding bonds to be issued by the Town to refund any other general obligation bonds issued by the Town (including, but not limited to, the structuring of the annual installments of a consolidated issue), and all powers in connection therewith are hereby delegated to the Town Supervisor; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of the Refunding Law.

SECTION 7. The Town Supervisor shall file a copy of a certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Town Clerk not later than ten days after the delivery of the Refunding Bonds, as herein provided.

SECTION 8. The Town Supervisor is hereby authorized and directed (to the extent required by the Refunding Law) to enter into an escrow contract (the "Escrow Contract") with a bank or trust company located and authorized to do business in this State as he or she shall designate (the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunded Bonds, as the escrow holder to perform the services described in the Refunding Law.

SECTION 9. The Town Supervisor is hereby delegated all of the powers of this Board with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for the Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

SECTION 10. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such Refunding Bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of the Town a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

SECTION 11. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder. Accrued interest, if any, on the Refunding Bonds shall be paid to the Town to be expended to pay interest on the Refunding Bonds on the next bond payment date of such Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with the Refunding Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof.

SECTION 12. In accordance with the provisions of Section 53.00 of the Local Finance Law, subject to the determination by the Town Supervisor regarding the redemption of the Refunded Bonds described in Section 6 above, the Town hereby elects to redeem the Refunded Bonds with the proceeds of the Refunding Bonds prior to their stated maturity dates on the date or dates provided in the Refunding Financial Plan. The sums to be paid therefor on such redemption date or dates shall be the par value thereof plus the redemption premium, if any, and the accrued interest to such redemption date or dates. The Escrow Holder is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the Town in the manner and within the times provided in the Refunding Financial Plan. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Refunded Bonds and the direction to cause notice thereof to be given as provided in this section shall become irrevocable, provided that this section may be amended from time to time as may be necessary in order to comply with the publication requirements of Section 53.00(a) of the Local Finance Law, or any successor law thereto.

SECTION 13. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the Refunding Bonds as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and, if applicable, to designate the Refunding Bonds authorized by this resolution as "qualified tax-exempt obligations" in accordance with Section 265 of the Code.

SECTION 14. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the Refunding Bonds authorized by this resolution, if required, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 15. The Town Supervisor is further authorized to call in and redeem any outstanding obligations that were authorized hereunder (at such times and in such amounts and maturities as may be deemed appropriate after consultation with Town officials and the Town's municipal advisor), to approve any related notice of redemption, and to take such actions and execute such documents as may be necessary to effectuate any such calls for redemption pursuant to Section 53.00 of the Local Finance Law, with the understanding that no such call for redemption will be made unless such notice of redemption shall have first been filed with the Town Clerk.

SECTION 16. The Town hereby determines that the issuance of the Refunding Bonds is a Type II action that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQRA") is required.

SECTION 17. Subject to compliance with the provisions of the Refunding Law, the Refunding Bonds shall be sold at private sale and the Town Supervisor is hereby authorized to negotiate for such private sale. The Town Supervisor is hereby authorized to execute and deliver, if necessary, a bond purchase agreement with the Underwriter of the Refunding Bonds in the name and on behalf of the Town providing the terms and conditions for the sale and delivery

of the Refunding Bonds to the Underwriter. After the Refunding Bonds have been duly executed, they shall be delivered by the Town Supervisor, in accordance with the terms of any such bond purchase agreement, upon the receipt by the Town of such purchase price specified in the bond purchase agreement, including any premium or accrued interest.

SECTION 18. The Town Supervisor and Town Clerk, the Town Attorney and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby, including, but not limited to, the bond purchase agreement.

SECTION 19. All other matters pertaining to the terms and manner and details of issuance of the Refunding Bonds shall be determined by the Town Supervisor and all powers in connection therewith are hereby delegated to the Town Supervisor.

SECTION 20. In the event of the absence or unavailability of the Town Supervisor, the Deputy Supervisor is hereby specifically authorized to exercise the powers delegated to the Town Supervisor in this resolution.

SECTION 21. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of such Local Finance Law, in the official newspaper(s) of the Town for such publications.

SECTION 22. The validity of the Refunding Bonds may be thereafter contested only if:

(1) (a) Such obligations are authorized for an object or purpose for which such Town is not authorized to expend money, or

(b) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within 20 days after the date of such publication; or

(2) Such obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 23. This resolution shall take effect immediately upon its adoption.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYES: Brian P. Napoli
Jeffrey Toussaint
Duane Payne
Mary Woodruff
David A. Stalker

NOES:
none

ABSENT: none

The foregoing resolution was thereupon declared duly adopted.

EXHIBIT A

REFUNDING FINANCIAL PLAN

PREPARED BY ROBERT W. BAIRD & CO. INCORPORATED
DATED JUNE 16, 2021

[PLEASE INSERT THE JUNE 16, 2021 REFUNDING SUMMARY
FOLLOWING THIS PAGE]

EXHIBIT B

DESCRIPTION OF CAPITAL IMPROVEMENTS FINANCED WITH THE PROCEEDS OF THE REFUNDED BONDS

<u>Dated Date</u>	<u>Original Amount Financed</u>	<u>Outstanding Amount to be Refunded</u>	<u>Object or Purpose</u>	<u>Period of Probable Usefulness</u>
June 24, 1999	\$350,000	\$160,000	(A) The establishment of Water Improvement No. 2 in the Town and the construction of water improvements therein.	40 years
April 11, 2002	\$704,000	\$457,400	(B) The establishment of Water Improvement No. 3 in the Town and the construction of improvements therein.	40 years
July 8, 2005	\$501,500	\$376,400	(C) (1) The establishment of Water Improvement District No. 5 and the construction of improvements therein; and (2) the establishment of Extension No. 1 to Water Improvement District No. 5 and the construction of improvements therein.	40 years
September 24, 2009	\$268,000	\$224,300	(D) The construction of the infrastructure for the Town of Ridgeway Water District No. 6 and the undertaking of a capital project in such Water District.	40 years

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) I am the duly qualified and acting Clerk of the Town of Ridgeway, Orleans County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and am duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on June 21, 2021 and entitled:

A REFUNDING BOND RESOLUTION, DATED JUNE 21, 2021, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,400,000 OF THE TOWN OF RIDGEWAY, ORLEANS COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO.

(3) Such meeting was duly convened and held and such resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or such regulations, due and proper notice of such meeting was given. A legal quorum of members of the Town Board was present throughout such meeting, and a legally sufficient number of members (2/3 of the Town Board) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, such regulations, or otherwise, incident to such meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of June 21, 2021.

(SEAL)




Town Clerk

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

Adopted:

Napoli	yes
Toussaint	yes
Woodruff	yes
Stalker	yes
Payne	yes

5 Yes

0 No

RESOLUTION NO. 54-06/21/2021

RESOLUTION: WD#15. AUTHORIZE MRB ENGINEERING TO WRITE PRELIMINARY ENGINEERING REPORT, ENVIRONMENTAL REPORT AND BOUNDARY MAP. SEND A COPY TO MRB. TOTAL COST: \$16,200.00.

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

Adopted:

5 Yes

0 No

RESOLVED, authorize MRB Engineering to write preliminary engineering report and boundary map. Send copy MRB with the total cost being \$16,200.00.

April 6, 2021

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

RE: RIDGEWAY WATER DISTRICT NO. 15
PROPOSAL FOR PRELIMINARY ENGINEERING SERVICES

Dear Brian and Town Board Members,

We are pleased to provide you with an Engineering Services Proposal for assisting the Town of Ridgeway ("Town") with creating a new water district (or Water Improvement Benefit Area) and completing the Environmental Report, as required by USDA Rural Development. This letter proposal describes our understanding of the scope of the project and provides an estimate of our compensation.

I. Background:

A. Preliminary Engineering Report

The Town is considering creation of a Water District (or a Water Improvement Benefit Area) to serve properties in the following areas:

- **County Line Road** from NYS Route 104 to 9,500 LF south.
- **Marshall Road** from end of WD #9 to 1,200 LF north.
- **Angling Road** from Mill Road to 5,550 LF North.
- **Mill Road** from 1,300 LF west of Angling Road to 1,200 LF east.
- **South Town Line Road** from end of WD #11 to Rutheford Road.
- **Howlett Road** from 500 LF east of Knowlesville Road to last house.
- **Eagle Harbor Road** from Knowlesville Road to the last house.

The length of water main to be installed would be approximately 28,700 linear feet.

It is our understanding the Town intends to apply for USDA Rural Development (RD) funding in 2021 to finance the project.

B. Environmental Report

RD requires a rigorous environmental review, culminating in an Environmental Report, as part of the funding application process. The Environmental Report is prepared in accordance with RD's Part 1970 Guide. The RD environmental review process ensures that the project complies with both the National Environmental Policy Act (NEPA) and the State Environmental Quality Review (SEQR).

C. RD Funding Application

The USDA Rural Development Grant and Loan Application will be prepared by others. Our proposal does not include the USDA RD Funding Application.

II. Scope of Services:

MRB Group proposes to provide the following services:

A. Preliminary Engineering Report

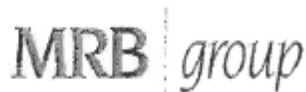
Prepare a Preliminary Engineering Report (PER) in conformance with NYSDOH/RD Standards. The PER will include the necessary information so as to also serve as the Map, Plan and Report for water district creation, should the project move forward.

1. Prepare an inventory of the properties within the potential area of service and estimate the annual water use within the potential area of service, categorized by property type. Based on the annual water use estimates, estimate the number of Equivalent Dwelling Units (EDU), with assistance from the Town Assessor.
2. Prepare Opinions of Probable Cost for the area of service, including construction cost, legal, engineering, administrative costs, and contingency.
3. Preparation of the Boundary Map and Description for the proposed Town of Ridgeway Water District No. 15.

g. Coastal Areas – NYS Department of State.

2. Assist the Town in initiating the Intergovernmental Clearinghouse Review by submitting the required project information.
3. Assist the Town in initiating informal consultation with Native American Tribes.
4. Assist the Town in identifying historic properties as required under Section 106 of the National Historic Preservation Act and registering the project with the State Historic Preservation Office (SHPO).
5. Assist the Town in consultation with the USDA Natural Resources Conservation Service (NRCS) in accordance with the Farmland Protection Policy Act.
6. Prepare the Full Environmental Assessment Form (EAF) Part 1.
7. Assist the Town in preparing a Resolution declaring its intent to be Lead Agency under SEQR.
8. Assist the Town in developing a list of Involved and Interested Agencies.
9. Send the Lead Agency Coordination Packages to Involved and Interested Agencies, declaring Town's intent to act as Lead Agency.
10. Complete the Full EAF Parts 2 and 3 after the required 30-day Lead Agency coordination period, based in part on comments received from Involved and Interested Agencies.
11. Assist the Town in preparing a Resolution declaring/confirming Lead Agency status.
12. Assist the Town in making a SEQR Determination of Significance and preparing the corresponding Town Board Resolution.
13. Publish the SEQR Determination in the NYSDEC Environmental Notice Bulletin (ENB).
14. Prepare and submit the Preliminary and Final Notices of Intent to facilitate clearance from the NYS Department of Agricultural and Markets, and assist the Town in adopting a lateral restrictions resolution, if required.
15. Prepare the Environmental Report in accordance with RD's 1970 Guide, including a narrative summary of all elements of the environmental review, correspondence, exhibits, maps, and SEQR documentation.
16. Attend one (1) Town Board Meeting during the environmental review process.

Subtotal of B, Items 1-16\$6,400.00



Supervisor Brian Napoli & TB Members

RE: TOWN OF RIDGEWAY

WATER DISTRICT NO. 15

April 6, 2021

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Total Compensation **\$16,200.00**

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

III. Commencement of Work

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

IV. Additional Services:

The following is a sample list of potential additional services. This list is not meant to be a complete list of potential additional services. If additional services including those listed below do become required or warranted, we would discuss the additional fees associated with the services at the appropriate time and would not proceed until so authorized.

- A. Hydraulic modeling beyond evaluation of watermain sizing and verification of design pressures and flows.
- B. State Historical Preservation Office (SHPO) archaeological literature search and field investigations.
- C. Site Investigations and environmental permit applications of any kind including those per U.S. Army Corps of Engineers and/or NYSDEC direction (wetland delineation, drainage swale disturbance, etc.).
- D. Hazardous Materials and/or Asbestos Surveys.
- E. Subsurface investigations, test, pits, borings or geotechnical evaluation.
- F. Raw water sampling and analysis. Laboratory testing fees or permit application fees.
- G. Design, bidding, or construction phase services.
- H. Modifications to the PER to accommodate changes in scope or the project service area. The PER will be prepared based on the selected project alternative.
- I. PER updates or additional reporting needed for another agency approval (other than RD).
- J. Grant Writing, Grant Writing Support and Grant Administration.
- K. Preparing, conducting, or coordinating an Income Survey.

4. Prepare draft PER for implementation of the District. The PER will be prepared in accordance with USDA RUS Bulletin 1780-2 and will generally include information regarding Project Planning, Existing Facilities, Project Need, Alternatives Considered, Preliminary Project Design, and Annual Operating Budget. A hydraulic analysis will be conducted by completing hydrant flow testing with the assistance of the Town of Ridgeway Water Department.
5. Review the draft PER with Town.
6. Prepare final PER for submission to RD.
7. Attend one (1) Town Board Meeting/Public Hearing.
8. Coordination with the Town and USDA Rural Development.

Subtotal of A, Items 1-8.....\$9,800.00

B. Environmental Report

The RD Application process requires an environmental review that meets the requirements of both SEQR and the federal NEPA review. The following services will be provided to complete the RD environmental review process:

1. Use governmental agency websites to develop environmental planning maps, generally for the following:
 - a. Historic Preservation - NYS Office of Parks, Recreation and Historic Preservation.
 - b. Farmland and Agricultural Properties – NYS Department of Agriculture and Markets.
 - c. Predominant Soil Types – US Department of Agriculture.
 - d. Biological Resources - U.S. Department of the Interior's Fish and Wildlife Service's (USFWS) and NYS Department of Environmental Conservation (NYSDEC) Division of Fish, Wildlife & Marine Resources.
 - e. Wetlands, Stream Crossings or National Waters – NYSDEC and US Army Corps of Engineers (ACOE).
 - f. Floodplains – Federal Emergency Management Agency (FEMA).



Supervisor Brian Napoli & TB Members

RE: TOWN OF RIDGEWAY

WATER DISTRICT NO. 15

April 6, 2021

Page 6

V. Standard Terms and Conditions

Attached hereto and made a part of this proposal are our Standard Terms and Conditions.

If this proposal is acceptable to you, please indicate by your signature in the space provided below. We have included an additional copy for your records.

Thank you for the opportunity to provide this proposal for professional services. We are looking forward to working with you on this project and appreciate your consideration.

Sincerely,


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


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

\\mrbgroup.prv\Admin\data\630006\Utils-Proposals\2021\pre-Ridgeway Water District 15.doc

PROPOSAL ACCEPTED FOR THE TOWN OF RIDGEWAY BY:

_____	<u>Town Supervisor</u>	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

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

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

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

D. INSURANCE

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

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

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

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

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

H. INVOICES AND PAYMENT

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

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

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

J. P.S.O. NOT AN EMPLOYEE

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

K. INDEMNITY

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

RESOLUTION NO.55-06/21/2021

ACCEPT 2021 AUDIT FROM ALLIED FINANCIAL
AND SUBMIT TO S&P AND NYS COMPTROLLER'S
OFFICE.

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

Adopted:

5 yes

0 no

Resolved to accept the 2021 audit from Allied Financial and submit to S&P and The New York State
Comptroller's Office.
(Available for viewing in the Town Clerks Office or on the Town Website www.townridgeway.org)

RESOLUTION NO.56-06/23/2021

RESOLUTION: WD#15 PROPOSAL. LABELLA
ASSOCIATES FOR USDA APPLICATION. FEE
\$2500.00.

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

Adopted:

5 yes

0 no

Resolved to approve LaBella Associates to do the USDA application for WD#15 with a fee of \$2500.00



June 17, 2021

Mr. Brian Napoli, Supervisor
Town of Ridgeway
410 West Avenue
Medina, NY 14103

**Re: Proposal to Prepare and Submit Funding application to USDA Rural Development for Town of
Ridgeway Water District #15
LaBella Proposal No. P2103116**

Dear Supervisor Napoli:

We are pleased to submit this proposal to assist the Town of Ridgeway with preparing and submitting an application to USDA Rural Development for financial assistance for the construction of the proposed Town of Ridgeway Water District No. 15. LaBella Associates will coordinate the process including assembling, preparing and submitting the Funding Application to Rural Development through RD Apply.

Our fee for assembling and submitting the Initial Application will be \$2,500. We request payment within thirty (30) days of billing which will occur after the application has been accepted by Rural Development.

If the proposal is acceptable, please have it authorized by the Town Board. Following authorization, please sign below, retain a copy for the Town's records and return to me for our records.

If you have questions or would like to discuss details associated with this engagement, please call me at your earliest convenience. We look forward to continuing to assist the Town in meeting its goals and objectives for providing public water service to this area of the Town.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

A handwritten signature in black ink, appearing to read 'B. Johnston', is written over a horizontal line.

Barbara Johnston
Grants Coordinator

Accepted by:

Date

RESOLUTION NO.55-06/21/2021

RESOLUTION: AUTHORIZING THE BOOKKEEPER
TO MAKE A BUDGET ADJUSTMENT FOR THE
2021 BUDGET.

WHEREAS, THE TOWN RECEIVED \$46,162.50
FROM EQUIPMENT SALES.

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

Adopted:

5 yes

0 no

RESOLVED, that this Town Board authorizes the Bookkeeper to increase the revenue budget line
DA.2655 sales of equipment by \$46,162.50 and increase the expense account DA.5132.210 machinery
reserve by \$46,162.50

OTHER BUSINESS: Fire Company Report (Read by Councilman Stalker)

RIDGEWAY VOLUNTEER FIRE CO. INC



11392 Ridge Road
PO Box 816
Medina, NY 14103-0816
ridgeway@rochester.rr.com



MONTH OF MAY 2021

EMS - 14
MVA - 3
STRUCTURE FIRE - 2
REKINDLE - 1
MUTUAL AID - 1
AUTO. ALARM - 1
HAZARDOUS COND. - 1

TOTAL - 23

TOTAL TO DATE - 131

FIREFIGHTER HOURS ON CALLS - 142.9 YTD - 561.88

FIREFIGHTERS PER CALL - 6.4 YTD - 6.5

Departments:

Town Clerk- Town Clerk Kaiser reported that it has been quiet so we are catching up on shredding of old papers. We are also selling fishing licenses and taking care of daily business.

Assessor Laszewski- Laszewski stated that it has been very quiet. Assessor Trainee Cecchini has been looking for a place to take her last two classes. Her second class is scheduled for October. Once Cecchini has successfully completed both classes she will then be certified.

Town Attorney Bogan- Nothing to add at this time.

Code Enforcement Officer Wolfe-Working on building permits. Auto Repair "SUP" inspections have been completed. Wolfe stated that he currently has 13 credit hours toward his certification 11 more to go and will hopefully get them completed by the end of the year.

Wolfe answered a question from Councilman Stalker regarding garbage at a house on 104. Wolfe stated that he will send the property owner a letter.

Highway Superintendent Olinger- Olinger stated that the highway crew has been patching the shoulders of the roads, sealing and helping the Village get ready to do paving. The Highway has put a hydrant at Bates Road cemetery and taken out the hand pump that was there. The highway is also currently reading water meters.

Councilman reports:

Councilman Payne- Nothing at this time.

Councilman Toussaint- Toussaint stated that the summer rec program is under way. Taylor Schaal will be the Director. Councilman Toussaint asked Councilman Woodruff if she had anything to add.

Councilman Woodruff-Woodruff added that Taylor Schaal has a Facebook page for the summer rec program that tell everyone what is going on and how to sign up. The swimming program is filling up. Woodruff also wanted to make sure that the requested budget increase for next summer was approved and Supervisor Napoli stated that the requested amount will be approved.

Woodruff further stated that the Home Town Hero's program for 2022 sign up will open the end of August. Woodruff is currently working with C&H PC and also with Ken Dalusio on a yearbook of all the Home Town Hero's.

Councilman Stalker-Nothing at this time.

At this time the Supervisor asked for a motion to pay the bills as presented.

Total Abstract: \$220,407.57

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

At this time Supervisor Napoli asked if there were any question.

Ellen Goheen addressed the board regarding garage at the corner of 104 and Lyndonville Road asking what could be done about it.

Code Enforcement Wolfe stated that he was aware. The owner lives out of state, but he would send a violation letter asking the owner to get a dumpster.

At which Mrs. Goheen asked if the violation charge goes up when not taken care of.

Wolfe stated at this time the Town of Ridgeway had no local law regarding garbage at this time,

Resident Mark Goheen asked Councilman Woodruff directly regarding the Home Town Hero banners asking if there was any rhyme or reason as to where they are hung. Goheen further stated that the banner for Butts used to hang on the pole by Butts Park and Goheen felt that it should stay there as the park was named after him and he was a local Home Town Awarded Hero.

Woodruff stated that the banners are only up for three years at which time they are retired and given back to the family. Woodruff further stated that the new banners go on Main Street in Medina and the older banners are moved to other streets. There are currently 329 banners 38 will be retired this year and the families have an opportunity to re-apply. There were 132 new banners this year. Jason Watts of the Village has told Woodruff that they are "poled out"

Woodruff further stated that she is always open to suggestions on banner placement. Woodruff stated that she is willing to work with anyone looking for a permanent placement of their banner. Banners can not be double sided and there are regulations in regards to pole placement.

As there were no further question Supervisor Napoli spoke to the audience regarding CARES act funding and how it would be distributed to the Towns and the Town's responsibility for giving the Village the percentage that they are eligible for. Napoli also explained that the fund will be paid half this year and the second half next year and that there were only certain things that the funds can be used for.

As there was nothing else the Supervisor asked for a motion to adjourn.

The motion was offered by Councilman Toussaint and seconded by Councilman Stalker.

The meeting was adjourned at 7:38 P.M

Respectfully submitted by,

Karen L. Kaiser
Ridgeway Town Clerk/RMC/Tax Collector