

**Town of Ridgeway
Board Meeting
Tuesday, January 18, 2022
410 West Avenue, Medina**

Those Officers Present:	Brian Napoli	Supervisor
	Jeffrey Toussaint	Councilman
	Mary Woodruff	Councilwoman
	Duane Payne	Councilman
	Cliff Barber	Councilman
	John Olinger	Highway Superintendent
	Hannah Hill	Town Clerk
	Laurie Kilburn	Deputy Town Clerk
	Trisha Laszewski	Assessor
	Kathy Bogan	Town Attorney
Jason Raduns (excused)	Code Enforcement Officer	

The meeting was called to order by Supervisor Napoli at 7:02 P.M. with the reciting of the pledge of allegiance.

RESOLUTION NO. 22 - 1/18/2022 RESOLUTION: ACCEPT THE AGENDA FOR JANUARY 18, 2022 MEETING.

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

Adopted: 5 Ayes 0 Nays

Resolved to accept the agenda for the January 18, 2022 Town Board meeting.

RESOLUTION NO. 23 - 1/18/2022 RESOLUTION: ACCEPT THE MINUTES OF THE ORGANIZATIONAL MEETING ON JANUARY 3, 2022 AS PRESENTED

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

Adopted: 5 Ayes 0 Nays

Resolved to accept the Minutes for the Organizational meeting of January 3, 2022 as presented.

COMMUNICATIONS:

- A. Velocitii Update: We have received a quarterly report but they have not spent any of the funds yet.
- B. 2020 audit certified

- C. Request for court audit: Councilwoman Woodruff, Councilman Toussaint, and Supervisor Napoli will be completing the audit on Thursday, January 20.
- D. CHIPS payment update: Highway Superintendent Olinger explained that we submit everything at once, and get paid in December.

DATE OF NEXT MEETINGS:

Workshop: February 15, 2022, 7 PM, Ridgeway Town Hall.
Board Meeting: February 22, 2022, 7 PM, Ridgeway Town Hall

OLD BUSINESS:

WD#15 well testing, MRB Associates: Supervisor Napoli explained that MRB will be sending letters to those in Water District #15 to do well testing.

NEW BUSINESS:

RESOLUTION NO. 24 – 1/18/2022

RESOLUTION: AUTHORIZE TOWN CLERK PETTY CASH TO \$200.00 FROM SUPERVISOR FOR TAX COLLECTION

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

Adopted: 5 Ayes 0 Nays

Resolved to authorize Town Clerk petty cash to \$200.00 from Supervisor for tax collection.

RESOLUTION NO. 25 – 1/18/2022

RESOLUTION: APPROVE INTERMUNICIPAL AGREEMENT FOR CODE ENFORCEMENT OFFICER WITH VILLAGE OF LYNDONVILLE AND TOWN OF YATES. AUTHORIZE SUPERVISOR TO SIGN.

Supervisor Napoli thanked Councilwoman Woodruff and Trisha Laszewski for working on the committee and helping everything go smoothly. Councilwoman Woodruff added that Trisha was a real asset.

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

Adopted: 5 Ayes 0 Nays

Resolved to approve intermunicipal agreement for Code Enforcement Officer with Village of Lyndonville and Town of Yates. Authorized Supervisor to sign.

RESOLUTION NO. 26 – 1/18/2022

RESOLUTION: RESOLVED, THAT HODGSON RUSS LLP IS HEREBY APPOINTED BOND COUNSEL FOR THE TOWN PURSUANT TO THE TERMS SET FORTH IN THE ENGAGEMENT LETTER AS PRESENTED. AUTHORIZE SUPERVISOR TO SIGN.

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

Adopted: 5 Ayes 0 Nays

Resolved that Hodgson Russ LLP is hereby appointed bond counsel for the Town pursuant to the terms set forth in the engagement letter as presented. Authorized Supervisor to sign.

John A. Alessi
Partner
Direct Dial: 716.848.1567
Facsimile: 716.819.4660
jalessi@hodgsonruss.com



January 7, 2022

Via E-mail: bpnapoli@gmail.com

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

Dear Supervisor:

Re: Town of Ridgeway, Orleans County, New York;
Bond Counsel Services and Billing Arrangements

We are grateful for the opportunity you have given us to continue to work with you and your colleagues as bond counsel to the Town of Ridgeway (the “Town”). We believe that our size, our long and stable history, our extensive public finance experience, our local presence, and our commitment to serving Western New York clients and investing in the Western New York community make Hodgson Russ uniquely qualified to serve the Town as bond counsel. We are right here in Western New York, and our bond counsel practice exists within a larger firm that understands and values municipalities and other public entities. We will be available to you and responsive to you, no matter what questions you may ask us. We will work hard to gain your confidence and trust, and we will strive to exceed your expectations.

The attorneys in our Public Finance Practice Group have acted as bond counsel for a great many bond and note issuers in Western New York and throughout New York State, including the majority of the cities, school districts, towns and villages in this part of the State. We have rendered our approving opinions on billions of dollars of New York public financings, and our bond counsel practice continues to grow State-wide.

This letter relates to our professional services as bond counsel to the Town for the Town’s capital improvements projects (and potential refundings). This letter specifically includes, but is not limited to, our work for a new project for the establishment of Water District No. 15. This is the letter that we send from time to time to outline and confirm the services which we will perform as your bond counsel, and to set forth the terms of our ongoing engagement. This supplants any other similar letter or fee schedule relating to bond counsel services for projects that we may have previously sent to you.

Additionally, we recognize that this letter may be supplemented with an estimated “not to exceed” cost estimate for any project identified as a Rural Development Agency (“Rural Development”) or a New York State Environmental Facilities Corporation (“EFC”) matter once a tentative multi-year borrowing schedule has been established for any such project.

Responsibilities of Bond Counsel

As a matter of custom and prudence, both issuers and the purchasers of tax-exempt bonds and notes have come to require an opinion of recognized bond counsel in connection with the issuance of such obligations. Bond counsel is retained as a professional whose primary responsibility is to render an objective legal opinion with respect to such obligations. The opinion of bond counsel ordinarily provides, among other things, that (1) the obligations have been properly authorized and issued and are valid, and (2) the interest on the obligations is excludable from the gross income of the owners thereof for federal income tax purposes and is exempt from personal income taxes imposed by the State of New York (and by the City of New York). It is the confidence provided by an opinion of recognized bond counsel that allows towns and other municipal issuers to receive the most favorable possible interest rate bids when they issue bonds or notes.

In order to establish the factual basis for the important legal conclusions expressed in our opinion, we prepare a detailed record of proceedings (or transcript) which contains all documents and other materials necessary in our view to ensure that the form and substance of the transaction conform with the requirements of the Internal Revenue Code of 1986, the Securities Act of 1933, the Securities Exchange Act of 1934, the Local Finance Law, the General Municipal Law, the Town Law and other applicable statutes (and related regulations). Included in the record of proceedings are various resolutions adopted by the governing board of the Town (the "Town Board") authorizing the issuance of the obligations. Also included are certificates as to various factual matters which serve to establish the tax-exempt status of the obligations and any applicable arbitrage-related exemptions. We are responsible for drafting many of these resolutions and certificates, as well as other documents which are customary and appropriate in these transactions. In performing our work, we coordinate our efforts with those of Town officials, the Town's municipal advisor (if one is retained), the Town's regular attorney or law firm, the engineer on a project, and any involved state or federal agencies or officials.

In addition, we typically prepare the notice of sale and summary notice of sale in bond transactions, as well as detailed continuing disclosure undertakings (if applicable). We also review and comment on the official statement and other sale documents prepared by the Town's municipal advisor in publicly-offered bond or note sales. Our review is for the limited purpose of ensuring conformity with the described record of proceedings. Except for such limited review of the official statement, we typically assume no responsibility for any disclosure which may be required under state or federal securities laws in connection with the issuance and sale of the obligations (excepting only the description of the obligations and the record of proceedings appearing in the offering documents) or for the accuracy, completeness or fairness of statements, representations, information or financial data supplied by the Town, by its municipal advisor, or by any financial institution providing credit enhancement for the obligations.

Fees and Expenses

Refunding transactions, which involve more participants and are more complex in nature, would be calculated off of a flat fee of \$22,500, plus an additional \$2,500 for each underlying series of bonds or notes being refunded. (For transactions in excess of \$10,000,000, our fee will be subject to negotiation and agreement in light of the total size of the transaction and the savings to be realized by such refunding.) Note that these refunding transaction fees include within them all of our out-of-pocket disbursements (in order to provide for the absolute fee certainty that is necessary in these complicated transactions). Our fees are payable on closing and will be factored into the cost of issuance calculations for payment out of the transaction proceeds--the Town would not typically pay them separately. These refunding transaction quotes assume the absence of any unusual complicating factors.

For projects or financings other than refundings, our fees will be based primarily on the billing rate for each attorney and legal assistant devoting time to this matter. Our billing rates for attorneys currently range from \$235 per hour for new associates to \$645 per hour for senior partners. My current hourly rate is \$350. The hourly rates of other attorneys that may become involved in this transaction generally fall in the range from \$280 to \$480. Paralegal rates average approximately \$185 per hour. Except as noted, you will be charged at the current hourly rate for any attorney or paralegal working on this matter, which will be disclosed to you at your request. We will utilize paralegals and associate attorneys (at relatively lower rates) where appropriate. We review our rates annually, and we make changes where appropriate. Other factors may be taken into consideration in determining our fees including the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by the client or the matter, the benefit resulting to the client, and any unforeseen circumstances arising in the course of our representation.

We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees. Fees and expenses of others (such as consultants) generally will not be paid by us, but will be billed directly to you.

Statements normally (but not always) will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. If payment is overdue by more than 45 days, we will impose a late payment fee calculated at the rate of 1½% per month on the outstanding amount, unless some other arrangement has been made.

The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Client Information

In performing our services as bond counsel to the Town, our client is the Town, and we represent its interests in connection with the issuance of the obligations. While the Town Board is the finance board of the Town under the New York Local Finance Law, the Town Board will usually delegate to the Town Supervisor the responsibility of overseeing projects and providing for the issuance of the obligations necessary to fund those projects. We anticipate that the majority of our conversations and discussions will be with the Town Attorney, the Town Supervisor, the Town Clerk, other appropriate officials of the Town, and other officers having responsibility for the projects and the issuance of the necessary obligations. By acceptance of this letter, the Town Board agrees that communications with such persons will fulfill our professional duty as bond counsel to communicate with the Town.

We will work cooperatively with the Attorney for the Town, and will rely on such other counsel to address matters falling outside the scope of our traditional bond counsel services (unless we are specifically requested to perform such services). Examples of such matters may include issues involving architectural, engineering and construction contracts, SEQRA work (unless undertaken by us, with the Town's approval, in connection with our work as bond counsel), and matters relating to litigation, public bidding and the general municipal laws governing the project(s) to be financed. To the extent that we are asked to perform any of these related (but "non-core") services, we will normally bill for our additional work on a monthly

basis as described above. We believe that this approach best enables the Town to conveniently keep track of all project related legal costs. We assume that any other parties involved in the issuance of the obligations will retain such counsel as they deem necessary and appropriate to represent their respective interests. Our representation of the Town will not alter our responsibility to render an objective opinion as bond counsel.

During the course of this engagement, the firm may collect certain personal information relating to the services contemplated by this letter. When we do so, we require that clients provide the minimum amount of personal information necessary for us to perform our legal services. The collection of any such personal information will be governed by, and such personal information will be processed in accordance with, the firm's Privacy Policy, as well as any applicable privacy laws and codes of professional conduct. You can obtain a copy of the firm's Privacy Policy on our website at www.hodgsonruss.com or by requesting one from us.

Conflicts of Interest

The Lawyer's Code of Professional Responsibility prohibits representation of multiple clients if the exercise of independent professional judgment on behalf of a client will be or is likely to be adversely affected by such multiple representation. As described above, in connection with the issuance of the obligations by the Town, the Town will be our client. We will not represent any other party involved in the issuance of the obligations on any substantially related matter.

As a matter of course, our firm regularly represents public authorities (such as NYS Environmental Facilities Corporation), banks, investment bankers and other corporate clients in public finance and other matters. Any one or more of these clients might become involved in the issuance of the obligations.

Our representation of these clients has occurred in the past, is presently ongoing, and we hope will continue in the future. Our conflicts partner has indicated to us that, if we represent a regular client in matters not related to the issuance of the obligations, a "potential" conflict of interest may arise if such client subsequently becomes a party to this transaction (by, for example, being the lowest bidder for the obligations), even if we are not representing such client in that particular transaction. Acceptance of this proposal will constitute a waiver by the Town of all such "potential" conflicts of interest, but will not constitute a waiver of an "actual" conflict of interest. An "actual" conflict of interest would exist in a situation where this firm represents the Town and another client in the same matter, such as representing a potential purchaser of the obligations in preparing its bid for the sale of the obligations by the Town. However, as noted above, we will not represent any bank, investment banker or other client in any matter related to the issuance of the obligations by the Town.

We represent many other clients in numerous and diverse matters. It is possible that, during the time that we are representing the Town as bond counsel, some of our past, present or future clients may have transactions with the Town. The Town agrees that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work as bond counsel for the Town (even if the interests of such clients in those other matters are directly adverse to the interests of the Town); however, we agree that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of the Town, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the Town's material disadvantage.

We have historically had, currently have, and expect in the future will continue to have a wide range of clients who are market participants in the wind, solar, energy storage and related energy industries who are or may be planning projects in the Town. Consequently, conflicts of interest may arise from our clients' contractual and other business relationships with the Town and its affiliates. Based on the foregoing, you agree that our representation of the Town as bond counsel will not disqualify our firm from opposing the Town, or any of its affiliates, in any other matters, including litigation and transactions, (including, but not limited to, filing and prosecuting applications with the Town and negotiating PILOT agreements with the Town) that are unrelated to the bond counsel financing work, and you expressly waive any objection with respect to those representations on the basis of any conflict of interest. We agree, however, not to use any proprietary or other confidential information of a non-public nature concerning the Town or its affiliates acquired as a result of this representation to your material disadvantage in connection with any litigation, transaction or other matter in which we are opposed to you.

Acceptance of this proposal further constitutes authorization by the Town to permit the Supervisor, or other authorized Town officials, to execute any writing required by our conflicts partner to resolve any such "potential" conflicts of interest that may arise in the future.

Arbitration

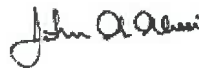
In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Conclusion

We hope that the information set out above will be helpful to you. If this arrangement is satisfactory to the Town, please date and sign two copies of this agreement where indicated and return one to me by e-mail. Please retain an original for the Town's records.

In closing, we look forward to the opportunity to be of service to the Town as bond counsel.

Very truly yours,



John A. Alessi

JAA/rlo

cc: Katherine Kersch Bogan, Esq. (kthelawoffice@rochester.rr.com)

ACCEPTED AND AGREED ON JANUARY 18, 2022
TOWN OF RIDGEWAY, ORLEANS COUNTY, NEW YORK

By:  Name/Title: Brian P. Napoli, Town Supervisor

RESOLUTION NO. 27 - 1/18/2022

RESOLUTION: AUTHORIZE HIGHWAY SUPERINTENDENT TO SELL, AT AUCTION, PICKUP TRUCK AND VARIOUS LAWN EQUIPMENT

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

Adopted: 5 Ayes 0 Nays

Resolved to authorize Highway Superintendent to sell, at auction, pickup truck and various lawn ' equipment.

OTHER BUSINESS:

- A. Fire Company Report, read by Councilman Payne.

RIDGEWAY VOLUNTEER FIRE CO. INC



11392 Ridge Road
PO Box 816
Medina, NY 14103-0816
ridgeway@rcvfire.org



END OF YEAR 2021 REPORT

EMS	204
HAZARDOUS CONDITIONS	50
MOTOR VEHICLE ACCIDENTS	27
MUTUAL AID	21
STRUCTURE FIRES	8
REKINDLE	1
VEHICLE FIRES	2
AUTOMATIC ALARMS	7
TRAFFIC CONTROL	1
GRASS/BRUSH FIRES	2
EQUIPMENT FIRES	4
MERCY FLIGHT LANDING	1
RESCUE	2
OTHER	1

TOTAL CALLS FOR YEAR 331

TOTAL HOURS ON CALLS FOR YEAR - 1,592.6

AVERAGE FIREFIGHTER PER CALL - 6.9

- B. Department and County Legislator Report

Town Clerk: Clerk Hill said the office is busy with taking payments for taxes. She thanked Deputy Laurie Kilburn for all her help.

Assessor: none

Town Attorney: Kathy Bogan thanked Trisha for her help with the intermunicipal agreement for the new CEO. She also wanted all to be aware that a Notice of Intent to Seek a Pilot will always need to be sent to her in a timely manner. She updated the board on behalf of the county about an opioid settlement litigation fund that can be used for treatment and prevention programs to help the opioid crisis in Orleans County.

Highway Superintendent: Superintendent Olinger said that the Highway is busy with shop work, plowing, flushing hydrants, and quarterly water samples. He said he has a meeting Thursday about a potential new meter system, Zenner, which would do all radio reads and replace an older system. This could possibly be covered with grant money.

C. Councilman Reports

Councilman Payne: nothing to report

Councilman Toussaint: nothing to report

Councilwoman Woodruff: Woodruff distributed the meeting agenda for the Medina Ambulance Board and said she would be at their next meeting on January 26.

Councilman Barber: nothing to report

D. Pay Bills: Supervisor asked for a motion to pay the bills as presented.

Total Abstract: \$194,625.02

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

QUESTIONS/CONCERNS:

Councilwoman Woodruff commented that there was talk on Facebook about the wonderful job the Ridgeway Highway Department did plowing during the recent snowstorm.

As there was no other business, Supervisor Napoli asked for a motion to adjourn.

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

Motion carried: 5 Ayes 0 Nays.

The meeting was adjourned at 7:22pm.

Respectfully submitted,

Hannah Hill
Ridgeway Town Clerk