

**TOWN OF RIDGEWAY
TOWN BOARD MEETING
DECEMBER 21, 2020, 7 P.M.**

THOSE PRESENT:

Brian Napoli
Jeffrey Toussaint
Mary Woodruff
David Stalker
Duane Payne

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

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

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

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

RESOLUTION NO.113-12/21/2020

RESOLUTION: TO ACCEPT THE
AGENDA FOR THE DECEMBER 21, 2020
MEETING.

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

Adopted:

4 Yes

0 No

Resolved to accept the agenda for the December 21, 2020 Town Board meeting.

RESOLUTION NO.114-12/21/2020

RESOLUTION TO ACCEPT THE MINUTES
OF THE NOVEMBER 16, 2020 TOWN
BOARD MEETING AS PRESENTED.

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

Adopted:

4 Yes

0 No

Resolved to accept the Minutes for the Town Board meeting of November 16, 2020 as presented.

COMMUNICATIONS:

- A. Census: Thank you
- B. Mortgage Tax received: \$19,703.49
- C. NYSDOT: designation of restricted highway (Route 104). Bridge replacement.
- D. DOT denial of speed limit change for 104 (Amish Store)

Date of next meetings:

- End of Year Meeting: December 29, 2020, 2PM, Town Hall.
- Organizational Meeting: January 5, 2021, 2PM, Town Hall.
- Workshop: January 12, 2021, 7PM, Town Hall.
- Board Meeting: January 19, 2021, 7PM, Town Hall.

Old Business:

- Marshall Road Bridge re-open, January, 2021

New Business:

RESOLUTION NO.115-12/21/2020

RESOLUTION: RATIFY ASSESSOR CONTRACT WITH THE TOWNS OF SHELBY AND YATES 2021-2025. AUTHORIZES SUPERVISOR TO SIGN.

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

Adopted:

3 Yes

0 No

Resolved to Ratify Assessor's Contract with the Towns of Shelby and Yates and authorize the Supervisor to sign.

RESOLUTION NO. 116-12/21/2020

RESOLUTION TO RATIFY THE FIRE CONTRACT WITH THE RIDGEWAY VOLUNTEER FIRE COMPANY 2021-2025 AND AUTHORIZE THE SUPERVISOR TO SIGN. THANK YOU TO JEFF, DUANE AND DAVID FOR WORKING ON THIS.

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

Adopted:

4 Yes

0 No

Resolved to Ratify the Ridgeway Volunteer Fire Company Contract for 2021-2025 and authorize the Supervisor to sign.

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**TOWN OF RIDGEWAY
RIDGEWAY VOLUNTEER FIRE COMPANY
AGREEMENT FOR FIRE PROTECTION SERVICES**

THIS AGREEMENT made this day of 2021 by and between the TOWN OF RIDGEWAY, in the County of Orleans and the State of New York, hereinafter referred to as the "Town", and the RIDGEWAY VOLUNTEER FIRE COMPANY, INC. of the Town of Ridgeway, County of Orleans and State of New York hereinafter referred to as the "FIRE COMPANY".

WHEREAS, there has existed, from time to time, various agreements between the TOWN and the FIRE COMPANY providing for fire protection service to the Fire Protection District, embracing all of the territory in the Town of Ridgeway outside the corporate limits of the Village of Medina, and

WHEREAS, upon Resolution of the Town Board, after a Public Hearing duly called and held the following fire protection contract has been approved,

NOW, THEREFORE, parties agree as follows:

1. The TOWN does engage the FIRE COMPANY to furnish fire protection and emergency service in case of accidents, calamities, or other emergencies in connection with which the service of firefighters would be required to the Fire Protection District, and the FIRE COMPANY agrees to furnish such fire protection and emergency services hereinafter provided.
2. The FIRE COMPANY shall, at all time during the period of this agreement, be subject to call for attendance upon any fire or emergency occurring within the Fire Protection District, and when notified by alarm or telephone call from any person within the Fire Protection District, the FIRE COMPANY shall respond and attend upon the fire or emergency without delay, with suitable trucks, ladders, pumps, hoses, and other apparatus, and sufficient members of the FIRE COMPANY to properly operate the same, to extinguish the said fire or deal with such emergency with a minimum of loss.
3. Upon arriving at the scene of the fire or emergency, the firefighters of the FIRE COMPANY shall proceed diligently and in every way reasonably possible to extinguish the fire and/or alleviate or terminate the emergency conditions which exist and to save life and property in connection therewith.



4. In connection with the furnishing of the aid and use of its apparatus as aforesaid, the FIRE COMPANY shall receive from the TOWN, the following:

	2021	2022	2023	2024	2025
Contract Amount	\$184,851.00	\$194,851.00	\$200,696.00	\$206,717.00	\$212,919.00
Paid to Fire Co.	\$184,851.00	\$194,851.00	\$200,696.00	\$206,717.00	\$212,919.00

Payment to be made prior to March 15th of each year upon presentation of a voucher by said FIRE COMPANY to said TOWN. Town will continue to provide snow plowing services to Fire Company.

5. The TOWN shall pay all claims authorized by law for medical expenses, loss of wages compensation benefits, and other claims arising by reason of injury to, or on behalf of, a firefighter or member of the Fire Company, Emergency Squad, Fire Patrol, or similar group of the FIRE COMPANY, sustained while answering, attending, or upon returning from any proper fire call or emergency service call. The FIRE COMPANY will not allow any member currently receiving compensation benefits to be an active fire fighter at a fire call or emergency service call.
6. All monies to be paid under the provisions of this agreement shall be assessed and levied upon the taxable property in the said Fire Protection District and collected with the Town taxes.
7. This agreement shall continue for a period of five (5) years, commencing January 1st, 2021 and terminating December 31st, 2025, thereafter for a further term of one (1) full calendar year without any further public hearing unless one of the contracting parties shall notify the other, in writing, on or before the 20th day of July, that it elects to terminate the contract on December 31st of that year.

IN WITNESS THEREOF, the parties have set their hands and seal the day and year first written above.

TOWN OF RIDGEWAY

BY: 
Brian P. Napoli, Supervisor

RIDGEWAY VOLUNTEER FIRE COMPANY

BY: 
PRESIDENT

RESOLUTION NO.117 12/21/2020

RESOLUTION: RESOLUTION OF SUPPORT
WITH YATES AND OTHER TOWNS
CONCERNING PROPOSED CHANGES TO
WIND ENERGY LAW. SECTION 94-C

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

Adopted:

4 yes

0 No

Resolved to support the Town of Yates and other Towns concerning proposed changes to wind energy law section 94-C.

RESOLUTION NO.118-12/21/2020

RESOLUTION: APPROVE MUNICIPAL SOLUTIONS
CONTRACTS FOR SEC FILINGS.

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

Adopted:

4 Yes

0 No

Resolved to approve contracts for SEC filings with Municipal Solutions.

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

January 18, 2021

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

Dear Supervisor Napoli:

When the Town of Ridgeway issued certain bonds and notes with an Official Statement, it agreed to disclose information on a periodic and continuing basis to the investing public for the life of the issue, pursuant to the provisions of Securities and Exchange Commission (SEC) Rule 15c2-12, as amended (the "Rule"). This information is described in the Disclosure Undertaking section of the issue's Official Statement.

Municipal Solutions, Inc. is submitting this proposal to the Town to assist with Continuing Disclosure filings and regulations pursuant to the Rule, which supersedes any prior disclosure filing currently in place. This information must be disclosed through filings on the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system, the Nationally Recognized Municipal Securities Information Repository (NRMSIR), in the following manners:

- **Limited Disclosure** – Annual Financial Statement filings are required for original Serial Bond issues over \$1,000,000 sold with an Official Statement.
- **Material Event Notice** – Filings are required anytime a material event occurs for any Bond Anticipation Note or Serial Bond issue sold with an Official Statement, whether over or under \$1,000,000. A listing of such Material Events can be found in each issue's Official Statement. These filings MUST occur with ten (10) days of such event per the Rule.
- **Full Disclosure** – Statements of Annual Financial Information and Operating Data are required to be prepared and filed for original bond issues over \$1,000,000 prepared with an Official Statement, if at the time of issuance, the Town had \$10,000,000 or more of outstanding debt.

If a municipality fails to complete the required filings on the MSRB EMMA website, it is very unlikely that underwriters will bid on any future borrowings due to potential fines by the Securities Exchange Commission.

The following filings can be completed by Municipal Solutions, Inc. as needed. Please review and indicate your preferences as to whether or not you wish Municipal Solutions, Inc. to post the required filings to EMMA on your behalf.

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

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



I. Transmission and electronic filing in a word searchable pdf format of the Town's Limited Disclosure of Annual Financial Statements and adopted budgets to EMMA.

The Town will provide full and complete copies of the annual adopted budget, annual update documents and/or audited annual financial statements to Municipal Solutions, Inc. within six (6) months of the subsequent fiscal year. If audited financial statements are prepared, but not available within the six (6) month period, the Town agrees to provide a copy of the annual update document to be filed within the six (6) month period, and to provide a copy of the audit within sixty days from the date of its receipt, but in no event, not later than the end of its next fiscal year.

The filing fee is \$225 per filing.

Yes, please file Annual Financial Statements and budgets on EMMA on our behalf.

No, we will file our own Annual Financial Statements on EMMA.

II. Preparation and filing of Material Event Notices on the MSRB EMMA website, including bond insurer downgrades, will be filed within 10 days of each event per the Rule.

The Town will notify Municipal Solutions, Inc. immediately upon the occurrence or immediately upon the Town's knowledge of an occurrence of each Event or noncompliance with the Rule, and will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.

The Town shall review and provide approval of the content and form of all material event notices, with the exception of the following: bond or note calls, defeasances, rating changes and other required material event notices required to meet timely notice requirements. These exceptions will be filed automatically on the Town's behalf, unless the Town has notified Municipal Solutions, Inc. otherwise in writing.

The filing fee is \$225 per filing.

Yes, please prepare and file Material Event Notices on EMMA on our behalf.

No, we will file our own Material Event Notice on EMMA.

III. Preparation and filing of Statements of Annual Financial Information and Operating Data for those towns subject to Full Disclosure. The statements will be prepared and filed on EMMA within six (6) months of the end of the fiscal year per the Rule.

In addition to the filings of the Annual Financial Statements included in Section I. above, the Town agrees to provide to Municipal Solutions, Inc. all information required for preparation of each Statement of Annual Financial Information and Operating Data no later than 30 days prior to the due date of each statement.

**Town of Ridgeway, New York
Contract Dated January 18, 2021
MSRB Continuing Disclosure Updates
and EMMA Filings
Accepted by:**

Signature: *Brian Napoli*
Name/Title: BRIAN NAPOLI SUPERVISOR
Date: 12/22/2020

RESOLUTION NO.119-12/21/2020

RESOLUTION: APPROVE PILOT AGREEMENT FOR SWETT ROAD SOLAR FARM. AUTHORIZE THE SUPERVISOR TO SIGN.

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

Adopted:

4 Yes

0 No

Resolved to approve the PILOT Agreement for the Swett Road Solar Farm and authorize the Supervisor to sign.

RESOLUTION NO.120-12/21/2020

RESOLUTION: ALLOW THE ASSESSOR TO AUTHORIZE THE EXTENSION, WITHOUT APPLICATION, OF THE OF THE 2020 PROPERTY TAX EXEMPTIONS ALLOWED UNDER EXECUTIVE ORDER 202.83

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

Adopted:

4 Yes

0 No

RESOLVED, that on the 2021 assessment roll, the assessor is hereby directed to grant exemptions pursuant to Subdivisions 7, 7-a and 8 of section 459-c of the Real Property Tax Law, and subdivisions 5, 5-a, 5-b, 5-c and 6 of section 467 of the Real Property Tax Law, on all property owners who received such exemptions on the 2020 assessment roll, and be it further

RESOLVED, that the requirement for exemption renewal applications from such persons, and the requirement for the assessor to mail such applications to such persons, be and hereby is dispensed with for the 2021 assessment roll.

BE IT ALSO RESOLVED that the Town Assessor may require a renewal application if she believes that an owner that qualified for the 2020 exemption has since changed their primary residence, added another owner to the deed, transferred the property to a new owner, or died.

Other Business:

- Fire Company (not received)

Town Clerk Kaiser-Tax bills have been received and are being processed and getting ready to be mailed. The Deputies and I spent the better part of last week dealing with a death certificate issue which had every member of the family calling us to try and get us to issue death certificates which could not be issued until the funeral director corrected his mistakes. We reached out for help from EDRS and all of the agents in Albany are working from home making it difficult at best. It was finally resolved one week from when it began and the family thanked us for all of our help.

Assessor Laszewski- Laszewski stated that at the beginning of December she had completed her continuing education on Amish Structures & None electric structures. Because it was done remotely, Assessor Trainee Cecchini was able to sit in on the training, even though she will not receive credit at this time. The Assessor's credits are now satisfied for 2020 and 2021. The assessor is currently working on updates and the Ag. renewals are going out.

Highway Superintendent Olinger- Olinger stated that Winter has arrived! The Highway has started plowing, has been reading water meters. The new backhoe has arrived. The Plow truck is in and is in the Southern Tier getting its plow. Waiting for Spring.

Town Attorney Bogan- Bogan asked that the Supervisor give the letter from the DOT to Highway Superintendent to work on the required no parking signs for 104 by the Amish store. Working on the Swett Road crossing agreement.

Councilman Payne- Councilman Payne asked if it would be possible for the Highway Superintendent to post some pictures of the new truck and backhoe on the Town's webpage to show the public. Councilman Payne thought that the Town's people would be very interested.

Code Enforcement Officer Wolfe- Mr. Wolfe stated he was sorry for being late, he was at Shelby's Town Board meeting. Wolfe further stated that Shelby will be working remotely. Wolfe also stated that he had completed his 1hr on-line training on fire code and he is now good until 2022. Wolfe stated that he is having difficulty with the 24hrs of required training as everything has been canceled.

Councilman Stalker -Stalker stated that he was glad that they were able to get the Fire Company contract taken care of.

Councilman Toussaint – Councilman Toussaint stated that he only needed to ask Code Officer Wolfe a question. Toussaint stated that he had been asked by a resident what was required to remove a single trailer from a property. Code Officer Wolfe stated that he would like the resident to come in and pick up a demo permit and there would be no charge and that he would like to have a quick conversation with the resident to make sure that they understand that it cannot be replaced with another single wide trailer prior to them demoing the trailer. Wolfe stated "it just prevents a lot of future problems, when they understand this. "Wolfe also stated that he likes to remind them to speak with the Assessor's office and have it removed from the tax roll.

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 Stalker.
Seconded by Councilman Payne.

Carried to pay the bills as presented:
Abstract: \$425,218.42

Supervisor Napoli asked for a motion to adjourn. The motion was carried unanimously and the meeting was adjourned at 7:30 P.M. Everyone wished each other a Merry Christmas!

Respectfully submitted by,

Karen L. Kaiser
Town Clerk/RMC