

The Regular Meeting of the Town of Wellsville, County of Allegany and the State of New York was held at the Town Hall, 156 N Main Street on the 10th day July of 2013.

PRESENT: Darwin Fanton, Supervisor
Timothy McNulty, Council Member
Ronald Taylor, Council Member
Steve Havey, Council Member
Dean Arnold, Highway Superintendent
Mike Finn, Attorney

ABSENT: Shad Alsworth, Council Member

VILLAGE: Pete Cook, Trustee

OTHERS PRESENT: Christopher Martelle; Fire Prevention Committee

Fanton opened the meeting at 7:00 pm and led the pledge to the Flag.

MINUTES: Accepted as presented

FINANCIAL REPORT: Accepted as presented

COMMUNITY COMMENT:

Wellsville fire Department Fire Prevention Committee:

Christopher Martelle, Fire Prevention Coordinator, was present to inform the Board that over the past few years the Fire Prevention Committee has been doing fundraiser so that they could purchase a Robotronics, "Pluggie", for the purpose of educating children about fire protection. Pluggie is a robot that is operated by remote control, his eyes light up, his cap rises and he moves around the room carrying on conversations and playing music. Through donation, fundraisers and budget they have raised \$3,500.00, another \$3,204.00 needs to be raised for the purchase, they are asking the Board to help with the remaining funds. Fanton states that the Board will discuss the quest and make a decision at the August board meeting.

DEPARTMENTAL REPORTS: Accepted as presented

Park:

Gazebo Bids: Arnold states that he sent out for request to five different contractors for bids for the finishing of the gazebo in Island Park, he received two responses:

1. Babcock Enterprises Ltd. - \$21,575.00
2. Ronald Kile contractor - \$14,086.00

Motion: A motion was made by McNulty to contract with Ronald Kile Contractor, 18 Loring Ave, Wellsville, NY 14895 in the amount of \$14,086.00 to finish the gazebo in Island Park, seconded by Havey.

LAGOON 2:

Sign: A motion was made by Fanton for the LaChance Family to hang a sign on the Lagoon 2 back stop fence in memory of George LaChance, the field is to remain named Lagoon 2 Field, seconded by McNulty/carried.

HIGHWAY: Arnold reports that he is getting the closing information around for the Madison Hill Project as it will be completed next month.

AIRPORT:*Bid Protest Procedure:*

The following resolution was offered by Council Member Ronald Taylor who moved its adoption and was seconded by Council Member Timothy McNulty

RESOLUTION NO 15
WELLSVILLE MUNICIPAL AIRPORT BID PROTEST PROCEDURES

The following procedures apply to any bidder, proposer or other respondent (a "Bidder") desiring to protest any advertisement for bids or other solicitation for construction and related goods, equipment and other services (each "Solicitation") by the Wellsville Town Board ("Wellsville") for a contract at the Wellsville Municipal Airport.

PRIOR TO BID OPENING

Any Bidder or potential Bidder desiring to file a protest concerning alleged improprieties in a Solicitation (e.g., as a result of improper or incomplete specifications) must submit the protest in writing to Wellsville's Town Supervisor not less than five (5) business days prior to the deadline established for the receipt of bids (the "Bid Deadline"). The protest must be in writing, signed by or on behalf of the Bidder or potential Bidder making the protest, and must:

1. Identify the Bidder or potential Bidder submitting the protest;
2. Identify the project by project name;
3. Clearly state the factual and legal grounds for the protest; and
4. Include any supporting information necessary or appropriate for Wellsville to make a determination whether the protest has merit.

The Town Supervisor shall review the protest and, if any modifications to the Solicitation (including any plans or specifications) are necessary, The Town Supervisor will issue one or more addenda setting forth any changes, which addenda will be sent to each Bidder or potential Bidder that has been identified to Wellsville. The Town Supervisor will further, if the Town Supervisor determines necessary or appropriate, extend the Bid Deadline for Bidders to incorporate the modifications into their bids. If the Town Supervisor determines that no modifications are required, the Town Supervisor will notify the protestor of the decision with a response to each substantive issue raised by the protestor. The decision of the Town Supervisor on this type protest is final.

AFTER BID OPENING

Any Bidder desiring to file a protest concerning alleged improprieties in sealed bid opening procedures or a Bidder's compliance with Solicitation requirements must be delivered to and actually received by Wellsville's Town Supervisor within ten (10) calendar days of the date the protestor first knew or should have known of the "basis for the protest, but in any event prior to award of a contract under the Solicitation by Wellsville's Town Board. The protest must be in writing, signed by or on behalf of the Bidder making the protest, and must:

1. Identify the Bidder making the protest;
2. Identify the project by project name;
3. Clearly state the factual and legal grounds for the protest; and

4. Include any supporting information necessary or appropriate for Wellsville to make a determination whether the protest has merit.

The Town Supervisor shall make a determination on the protest based on the information provided and such other investigation as the Town Supervisor deems appropriate. The Town Supervisor shall inform the protestor in writing of the Town Supervisor's determination with respect to each substantive issue identified in the written protest.

AFTER AWARD

Any Bidder may protest an award made by the Wellsville Town Board for a contract of the Wellsville Municipal Airport under any Solicitation on the basis of Wellsville making award to other than to the lowest and best bidder (or, for federally assisted contracts, to the lowest responsible bidder), or that the award does not otherwise comply with the terms of the Solicitation, by filing a protest within three (3) business days after award. The protest must be submitted in writing to Wellsville's Town Supervisor, signed by or on behalf of the Bidder making the protest, and must:

1. Identify the Bidder making the protest;
2. Identify the project by project name;
3. Clearly state the factual and legal grounds for the protest; and
4. Include any supporting information necessary or appropriate for Wellsville to make a determination whether the protest has merit

The Wellsville Town Board shall make a determination on the protest based on the information provided and such other investigation as Wellsville deems appropriate. The Town Board shall inform the protestor in writing of the board's determination with respect to each substantive issued identified in the written protest.

UNTIMELY PROTESTS

Any protest which is not submitted to Wellsville in a timely manner or otherwise in accordance with these procedures will be deemed invalid. The decision of the Town Supervisor that a protest has not been timely filed is final and cannot be appealed.

APPEALS

Any protestor that is aggrieved by any decision of the Town Supervisor may appeal the Town Supervisor's decision to The Wellsville Town Board. Any appeal of a decision of the Town Supervisor must be made in writing delivered to the Town Clerk within three (3) business days of receipt of notice of the decision of the Town Supervisor. The notice of appeal shall be in writing, signed by or on behalf of the Bidder or potential Bidder making the protest, and must:

1. Clearly identify the decision being appealed, including identifying the project by project name;
2. Clearly state the factual and legal grounds for the appeal; and
3. Include any supporting information necessary or appropriate for the Town Board to make a determination whether the appeal has merit

The Wellsville Town Board may request the parties affected by the appeal to provide such additional information as necessary to make a decision on the appeal. Following a determination on the appeal by the Town Board, Wellsville shall notify the party

making the appeal of the determination of the Town Board with respect to each substantive issue raised in the appeal. Any appeal from an action of the Town Board in connection with any protest shall be made to a court of competent jurisdiction in accordance with applicable New York State law. A decision by the Town Board to reject all bids may not be the subject of a protest and is not appealable.

FEDERAL AVIATION ADMINISTRATION REVIEW

In the event some or all of the cost of the contract will be paid or reimbursed by the Federal Aviation Administration ("FAA"), a protestor may further submit protests that involve violation of federal laws or regulations (including a protest that Wellsville did not follow its established protest procedures), to the FAA for consideration.

NO AWARD DURING PENDENCY OF PROTEST

Wellsville will not make any award under any Solicitation during the pendency of any protest.

VOTE: Darwin L Fanton, Supervisor voting aye
Timothy McNulty, Council Member voting aye
Ronald Taylor, Council Member voting aye
Steve Havey, Council Member voting aye

Absent: Shad Alsworth, Council Member

PILOT:

Wellsville Woods:

The following resolution was offered by Council Member Timothy McNulty who moved its adoption and was seconded by Council Member Steve Havey

**RESOLUTION NO 16
AMENDMENT TO AGREEMENT
WELLSVILLE WOODS**

THIS AMENDMENT TO AGREEMENT (the "Amendment") is executed this 10th day of July, 2013, ("Execution Date") and is to be deemed effective as of July 10, 2013 by and between Allegany Housing Company I, L.P., a Redevelopment Company formed as a Limited Partnership under the Laws of the State of New York, with a principal place of business at 6320 Fly Road, East Syracuse, New York 13057 (the "Company") and the governing bodies of the Village of Wellsville (the "Village") and the Town of Wellsville (the "Town").

WITNESSETH:

WHEREAS, the parties entered into an agreement dated February 26, 1996, concerning the tax exempt status of a certain low income senior citizens housing project (locally known as "Wellsville Woods") developed for the purpose of and pursuant to Article 5 of the Private Housing Finance Law of the State of New York, and which agreement is generally known as a payment in lieu of tax (PILOT) agreement (the "Agreement"); and

WHEREAS, the term of the Agreement commenced on the date of the acquisition of the land by the Company, and the Agreement provided that it would remain in effect for so long as the federally-aided mortgage of the United States of America, acting through Rural Economic and Community Development, now the Farmers

Home Administration, and the state- aided mortgage through Housing Trust Fund Corporation were outstanding, not to exceed forty (40) years, unless terminated earlier as a result of an event of default as provided in Section 8 of the Agreement; and

WHEREAS, both of said mortgages are outstanding and neither has been terminated; and

WHEREAS, Section 5 of the Agreement provided that the Company would make specified Annual Pilot Payments for calendar years 1997 through 2013, and that for the balance of the term, 2014 through 2037, the amount of the annual Pilot Payments would be re-negotiated between parties, contingent upon the continuation of rental assistance for the Project; and

WHEREAS, rental assistance for the project is continuing; and

WHEREAS, the Company, pursuant to said renegotiation obligation, has proposed the following schedule of annual Pilot Payments ("Modified Payment Schedule"):

2014: \$494.00 per unit x 24 units = \$11,856.00

2015: \$504.00 per unit x 24 units = \$12,096.00

2016: \$514.00 per unit x 24 units = \$12,336.00

2017: \$524.00 per unit x 24 units = \$12,576.00

2018: 2017 amount plus 2%

2019: 2018 amount plus 2%

2020-2037, increasing by 2% of the previous annual amount, each year

NOW, THEREFORE, in consideration of the sum of one and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to amend the Agreement as follows:

1. Section 5 of the Agreement is amended to provide: (a) For calendar year 2014, the Company shall make annual Pilot Payments equal to \$494.00 per apartment unit, for a total of \$11,856.00; (b) for calendar year 2015, the Company shall make annual Pilot Payments equal to \$504.00 per apartment unit, for a total of \$12,096.00; (c) for calendar year 2016, the Company shall make annual Pilot Payments equal to \$514.00 per apartment unit, for a total of \$12,336.00. (d) for calendar year 2017, the Company shall make annual Pilot Payments equal to \$524.00 per apartment unit, for a total of \$12,576.00; and (e) for each calendar year 2018 through 2037, the Company shall pay the amount which is 2% more than the amount for the previous year.
2. All terms and conditions of the Agreement, specifically including the Pilot Payment dates, except for the Pilot Payment amounts established by this Amendment are hereby ratified and confirmed and shall remain in full force and effect.
3. The Agreement, as modified (supplemented) hereby contains the entire agreement of the parties, all other written and verbal representations, understandings, conversations and the like being merged in the Agreement, as so modified (supplemented) hereby.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same agreement, and by facsimile.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto on the day and year first written above.

VOTE: Darwin L Fanton, Supervisor voting aye
Timothy McNulty, Council Member voting aye
Ronald Taylor, Council Member voting aye
Steve Havey, Council Member voting aye

Absent: Shad Alsworth, Council Member

ELECTION SITE:

Hand Guiderail: Fanton reports that a hand guiderail needs to be installed at the polling site at the Christian Missionary Alliance Church in order for it to meet ADA requirements.

Motion: A motion was made by Taylor to purchase the proper supplies to install hand rails at the above poll site from the Contingent Account (A1990.400), not to exceed \$4,000.00, seconded by Havey/carried.

SUPERVISOR/COUNCIL MEMBER REPORTS:

Fanton: Reports that he was approached by a concerned citizen that feels they had observed child endangerment on the playground in Island Park. Fanton had a lengthy conversation with the citizens explaining that we do not have supervision at the park and the next time they see something that may look suspicious they should call the police, they stated that they did not want to get involved.

EXECUTIVE SESSION: A motion was made by Havey to adjourn into executive session to discuss an employee issue, seconded by Taylor/carried.

Fanton left the meeting at 8:00 pm.

AUDIT/PAYMENT OF BILLS – Havey/McNulty/carried

A – General Fund – Vouchers 158-195; \$15,482.30
B – Outside Village – Voucher 1013; \$367.31
DA – Highway Town wide – Vouchers 125-141; \$11,976.25
DB – Highway Outside – Vouchers 1042-1049; \$82,549.75
EA – Airport – Vouchers 33-37; \$969.18
SL – Hillcrest Lighting District – Voucher 7; \$11.55
SS2- - Sinclair Sewer District – Voucher 8; \$140.56
SS4- - Airport Sewer District – Voucher 7; \$1,819.04
Total: \$113,315.94

REGULAR SESSION: Havey/Taylor/carried

ADJOURN: Havey/Taylor/carried

Respectfully Submitted,

Sylvia LaChance
Town Clerk