

REGULAR MEETING, TOWN OF WELLSVILLE, June 10, 2020

The Regular Meeting of the Town of Wellsville, County of Allegany and the State of New York was held at the Wellsville Municipal Airport 2600 Tarantine Blvd on the 10th day of June 2020.

PRESENT: Shad Alsworth, Supervisor
Patricia Graves, Council Member
Jesse Case, Council Member
Mike Miller, Council Member
Dean Arnold, Highway Superintendent
Willis Shutt, Airport Manager
Michelle Dunbar, Bookkeeper
Rob Marsh, Code Enforcement

ABSENT: Bill Fish, Council Member, Michael Finn, Town Attorney

OTHERS PRESENT: Mike Roeske, Village Trustee; Chris Martelle, Doug Majot, Wesley Fortney

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

MINUTES: Accepted as written with a motion made by Case, seconded by Graves. Carried.

Community Comment: Wesley Fortney, member of the planning board wanted to address the board in regards to the Solar Farm project on Lewis Road that was discussed at the planning board meeting. He stated that our county is already provided with green energy from Niagara Falls Power Station. He stated he is concerned with overburdening our local community/county and this would not be a fiscal reality. He also stated that the company proposing to bring the solar farm here is backed by Chinese funding. He personally disagrees with Americans supporting Chinese Companies with tax dollars. He stated that the construction services will be coming from outside the county. He stated this project will provide little to no long-term job opportunity for any locals.

FINANCIAL REPORT: Accepted as presented

DEPARTMENTAL REPORTS: Accepted as presented

SOLAR LAW/SOLAR PERMIT:

Alsworth wanted to start out by saying thank you to all of the planning board and Craig Clark from the IDA for all their hard work in regards to the Solar Farm discussions.

Council Member, Mike Miller pointed out that the town does not currently have in place a Solar Law and/or Permit. After a lengthy discussion, it was decided by the board members that a local law be put into place. There will have to be a public hearing with 30-day notice given.

A Motion was made by Miller, seconded by Case to send the local law to the town Attorney for review, adding into the local law that Town be the lead agent on any PILOT agreements and lead agent on all SEQR'S. Motion was Carried.

Moved that the following resolution be adopted:

The Town of Wellsville agrees to be the lead agent on current solar project from Omni Navitas-Solar Fields: Wellsville, NY. Project location at 2495 Lewis Road Wellsville, NY.

Such motion was seconded by Councilman Case and following a discussion of the proposal, the Supervisor instructed the Town Clerk to call the roll of the Town Board, which was done with the following results:

Supervisor Alsworth	Aye
Councilman Case	Aye
Councilman Miller	Aye
Councilman Graves	Abstained
Councilman Fish	Absent

A motion was made by Miller, seconded by Case by to submit Part 1 of SEQR for project at 2495 Lewis Road Wellsville, NY 14895 to the Allegany County Planning Board for comment. Motion was carried.

A motion was made by Alsworth, seconded by Case to create a “Solar SEQR Committee” to work on these projects. Appointing Jesse Case as Chair and Mike Miller as second seat. Motion was carried.

PARK: Dean Arnold stated the park personnel have started working again for the year. They have managed to get the park and all the ball fields mowed and everything is in good shape. Also, stated that daily sanitation will be put in place. JJH Power Wash came in and power washed and sanitized everything to prepare for reopening.

A motion was made by Alsworth; seconded by Graves for the bathrooms and playgrounds to be sanitized daily. Motion was carried with one objection from Miller.

Emergency Management Coordinator, Christ Martelle said he had no issues to report.

AIRPORT:

A. **A motion** was made by Miller; seconded by Case to purchase a zero turn Exmark 96 in Diesel Mower using half of the \$30,000 stimulus money to cover a portion of this purchase. Willis Shutt is to notify the town board via email if there is any change in model for approval. Motion was Carried.

A motion was made by Miller; seconded by Case to take \$4,075.00 from NY -01-0706-0004 Equipment Reserve for a portion of the Exmark Zero turn mower, monies from selling the old snowblower.

A Motion was made by Miller; seconded by Case to use money from the County. This money was originally planned for runway project and a tow bar, which is no longer needed because the runway project is now covered at 100%. Monies to be taken from NY-01-0706-0046. Motion was carried.

B. Miller stated that Willis Shutt will be getting quotes to add some lighting outside the buildings.

C. A motion was made by Miller, seconded by Graves to add Doug Majot to the Airport Committee. Motion was carried.

Transfer Clarifications:

- A. **A motion** was made by Michelle Dunbar on behalf of Alsworth, Seconded by Graves to do an interfund transfer from NY-07-0706-0046 A to EA Reserve for \$100,133.22.
- B. **A motion** was made by Michelle Dunbar on behalf of Alsworth, Seconded by Graves to close Cemetery Reserve Acct 1291996 and move monies into NY-0706-0008
- C. **A motion** was made by Michelle Dunbar on behalf of Alsworth, Seconded by Graves to close Airport Construction Acct 1260738 and move into A391.
- D. **A motion** was made Alsworth; seconded by Case to create a line item in park for any covid-19 purchases. Carried

FIRE PROTECTION POICY: Supervisor Alsworth stated a fire contract has been reached between the Town and Village. He also wanted to thank everyone for all their hard work and a special thank you to Ed Fahs and Jeff Monroe for making this happen. This contract supersedes any other laws/contracts on the books. Clearly states there are town accounts/village accounts, as well as town assets/village assets that exist within the “Wellsville Fire Department.”

The Following resolution was offered by Shad Alsworth, Supervisor who moved its adoption, seconded by Graves, Council Member:

Resolution No 7

FIRE PROTECTION CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the following:

TOWN OF WELLSVILLE, a Municipal Corporation, with offices located at Wellsville Municipal Airport Wellsville, NY 14895, hereinafter referred to as the “Town”, and

VILLAGE OF WELLSVILLE, a Municipal Corporation, with offices located at 23 North Main Street, Wellsville, NY 14895, hereinafter referred to as the “Village”.

WITNESSETH

WHEREAS, there has been duly established in the Town of Wellsville, County of Allegany and State of New York, a Fire Protection District known as “FIRE PROTECTION DISTRICT NO. 1, TOWN OF WELLSVILLE”, as such territory is more fully described in the Resolution establishing such district and as duly adopted by the Town Board of the Town of Wellsville, on the 16th day of August, 1938, and

WHEREAS, the contract entered into between the parties hereto, dated June___ 2020, shall terminate, by its terms, as of December 31, 2020, and

WHEREAS, following a public hearing duly called before said Town, on the 15th day of November 2019, said Town duly authorized the annual Fire Department Budget for 2020 with the Village, for fire protection to said Fire Protection District, upon the terms and conditions hereinafter set forth, and

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WHEREAS, this contract has been duly authorized and approved by the Board of Trustees and Mayor of the Village and consented to by Duke Hose Co. #1, Dyke St. Engine Co. #2, Emerald H&L Co. #3, and the Wellsville Volunteer Fire Co. Inc.

NOW, THEREFORE, the Town does hereby engage the Village and the Fire Department to furnish fire protection to said Fire Protection District; and the Village and the Fire Department agree to furnish protection in the manner following, to wit:

- (1) This agreement shall cover the period beginning January 1, 2020 through December 31, 2020.
- (2) Yearly, during the term of this contract, during the month of September, the parties shall be free to renegotiate the appropriation to the Village for fire protection services. Such agreed upon appropriation shall be appended to this agreement. Beginning in September, the parties shall commence good faith negotiations to agree upon an appropriation to the Village for fire protection services with a deadline to come to an agreement no later than November 1. In the event an agreement is not finalized by December 31, 2020, the amount of consideration shall increase by zero (0) percent and all other terms of this agreement shall continue to be in effect until December 31, 2021 or until a new agreement is executed, whichever date shall come first.
- (3) The Fire Department shall, at all times during the period of this agreement, be subject to call for attendance at any fire occurring in the Fire Protection District, and when notified by alarm, dispatch or telephone call from any person of any a fire within the Fire Protection District; the Fire Department shall respond and attend upon the fire without delay, with one or more companies and with suitable equipment, ladders, pumping and hose apparatus of the Fire Department. Upon arriving at the scene of the fire, the firefighters shall proceed diligently and, in every way, reasonably suggested, to the extinguishment of the fire, and the saving of life and property in connection therewith.
- (4) All monies paid under this agreement shall be a charge upon the Fire Protection District to be assessed and levied upon the taxable property in the Fire Protection District and collected with the Town taxes.
 - a. For the term January 1, 2020 – December 31, 2020, the Town of Wellsville agrees to provide the amount of \$125,000.00 to the Village of Wellsville.
 - b. The Town of Wellsville will share half the cost of the mandated cancer insurance with the Village of Wellsville.
 - c. Upon execution of this Contract, the Village of Wellsville will pay each Company, upon receipt of a voucher signed by the designated Company officer, the Company and Turnout Gear Appropriations according to ‘Appendix A’. The remaining balance of ‘Appendix A’ shall be distributed to the Fire Board upon receipt of a voucher signed by the Fire Board Treasurer.
 - d. Payment will made by March 1st of the Contract year.
- (5) Members of the Fire Department, while engaged in the performance of their duties in answering, attending upon or returning from any call, provided for in this agreement, shall have the same rights, privileges and immunities, as if performing the same in the Village of Wellsville.
- (6) In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York and applicable state law governing public contracts, the undersigned Companies are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, in whole or in part, or its power to execute this Contract, to any other person or corporation or entity, without the previous consent in writing of the Town and Village of Wellsville.

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- (7) Appendix 'A' shall consist of the annual Fire Protection Contract appropriations of the Town of Wellsville.
Appendix 'B' is a Fire Board Summary Report, which details the Reserve accounts and shows a total of all Fire Department Funds.
Appendix 'C' is a listing of the Fire Board sub-accounts.
- (8) It is agreed between the Town of Wellsville and Village of Wellsville, that all existing and future funds (including but not limited to all funds shown in Appendix 'B') appropriated for the purchase of a Tanker Truck/Brush Buggy, shall be held in a Wellsville Fire Department Reserve account entitled '**Town Tanker Truck/Brush Buggy Capital Reserve Account**'. The Town of Wellsville shall be consulted by the Wellsville Fire Department prior to expending monies from said Reserve Account. However, the Village Board of Trustees retains its authority under Article 10 of the Village Law.
- (9) It is furthermore agreed that all accounts held by the Wellsville Fire Department which are derived from Town funds (shown in Appendix 'A'), shall be kept separate and distinct, with disbursements accounted for and used as appropriated by the Town. Unexpended fund balances for each line item, shall remain in that line item, as shown in Appendix 'B'. A detailed list of fund balances shall be maintained as outlined in Appendix 'B', and shall be provided to the Town and Village at least semi-annually, or within 45 days of a request by the Town or Village.
- (10) Items in Appendix 'C' are derived from Town and Village funds, and may be modified or transferred with Fire Board approval subject to the Village Board of Trustees authority under Article 10 of the Village Law.

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Village of Wellsville:

Randy Shayler, Mayor

Jeff Monroe, Deputy Mayor

Edward Fahs, Trustee

Michael Roeske, Trustee

Jeremy Cole, Trustee

Town of Wellsville:

Shad Alsworth, Supervisor

Michael Miller, Council Member

Patricia Graves, Council Member

William Fish, Council Member

Jesse Case, Council Member

Consented to by the Volunteer Fire Companies of the Wellsville Fire Department:

Zane Vossler, President, Grant Duke Hose Co. #1

Andrew Gallagher, President, Dyke Street Engine Co. #2

Jim Murphy, President, Emerald Hook & Ladder Co. #3

Chris Martelle, President, Wellsville Volunteer Fire Co. #5

Michael 'Barney' Dillie, Chief, Wellsville Fire Department

Dated this _____ day of June, 2020.

Appendix 'A'*Fire Protection Contract for 2020*

		Town Approved 2020	WFD Requested 2020*	Town Approved 2019	WFD Requested 2019*
	Dry Hydrant Connection				
	Ground Equipment Upgrades				
	Large Diameter Hose	\$3,000	\$3,000	\$3,000	\$3,000
	Health & Safety				
	Sub-Total	\$3,000	\$3,000	\$3,000	\$3,000
Company Appropriations					
	Duke Hose Co. #1	\$13,750	\$13,750	\$13,750	\$13,750
	Dyke St. Engine Co. #2	\$13,750	\$13,750	\$13,750	\$13,750
	Emerald H&L Co. #3	\$13,750	\$13,750	\$13,750	\$13,750
	Wlsv. Vol. Fire Co. Inc.	\$13,750	\$13,750	\$13,750	\$13,750
	1 set Turnout gear per Co. (\$4,375/set)	\$17,500	\$17,500	\$17,500	\$17,500
	Sub-Total	\$72,500	\$72,500	\$72,500	\$72,500
Tanker/Brush Buggy					
	Maintenance	\$3,000	\$3,000	\$3,000	\$3,000
	Insurance	\$8,000	\$8,000	\$8,000	\$8,000
	Capital Reserve Acct.	\$16,000	\$16,000	\$16,000	\$16,000
	Sub-Total	\$27,000	\$27,000	\$27,000	\$27,000
Training					
	Training Grounds Maintenance	\$6,000	\$6,000	\$6,000	\$6,000
	Personnel Training	\$3,000	\$3,000	\$3,000	\$3,000
	Sub-Total	\$9,000	\$9,000	\$9,000	\$9,000
Miscellaneous					
	Fuel	\$3,000	\$3,000	\$3,000	\$3,000
	SCBA Upgrade/Testing	\$6,000	\$6,000	\$6,000	\$6,000
	Air System Test/Maintenance	\$2,000	\$2,000	\$2,000	\$2,000
	Fire Prevention	\$2,500	\$2,500	\$2,500	\$2,500
	Sub-Total	\$13,500	\$13,500	\$13,500	\$13,500
Total		\$125,000	\$125,000	\$125,000	\$125,000

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*Please note: The 2019 WFD Requested numbers are from Chief Bill Cavanaugh. These are the same numbers which were used when constructing the 2020 Requested column, as the Town did not receive an updated request for 2020.

Appendix 'B'**FIRE BOARD SUMMARY REPORT****To the Town and Village Boards**

The following is a summary statement of all Fire Board funds as of March 31, 2020

	Main Fire Board Account		Balance 3/31/2020	Balance 4/30/2019
8502	Business Interest Checking (FC)		\$153,868.01	\$174,541.34
	Town Tanker/Brush Buggy Capital Reserve Account	CD Maturity Dates	Balance 3/31/2020	Balance 4/30/2019
4634	66 Month CD (FC)		\$15,363.48	\$15,179.81
4637	66 Month CD (FC)		\$14,238.02	\$14,126.01
4675	66 Month CD (FC)		\$13,920.44	\$13,706.30
4676	66 Month CD (FC)		\$15,204.53	\$14,970.64
4678	66 Month CD (FC)		\$13,167.10	\$12,965.04
4680	66 Month CD (FC)		\$14,314.58	\$14,108.26
4681	66 Month CD (FC)		\$16,852.38	\$16,635.34
4682	66 Month CD (FC)		\$16,735.00	\$16,547.32
4683	60 Month CD (FC)		\$16,568.55	\$16,281.84
4684	30 Month CD (FC)		\$16,281.81	\$16,069.04
4679	72 Month CD (FC)		\$17,243.63	\$16,987.47
	Total		\$169,889.52	\$167,577.07
	Air Systems Account		Balance 3/31/2020	Balance 4/30/2019
8518	Natural Energy Money Market		\$15,083.23	\$15,035.94
	Tanker/Brush Buggy Maint. Fund (Checking)		Balance 3/31/2020	Balance 4/30/2019
8503	Small Business Account (FC)		\$3,373.82	\$3,837.32

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	Training Ground Account		Balance 3/31/2020	Balance 4/30/2019
8504	Small Business Account (FC)		\$35,412.20	\$33,492.68
	County Convention Fund		Balance 3/31/2020	Balance 4/30/2019
8505	Small Business Account (FC)		\$805.00	\$0.00
	Fire Police Account		Balance 3/31/2020	Balance 4/30/2019
6002	Regular Club/Org Account		\$1,429.79	\$1,429.79
			Balance 3/31/2020	Balance 4/30/2019
	Total All Funds		\$379,861.57	\$395,914.14

End of Appendix 'B'

Appendix 'C'*Fire Board Sub-accounts*

	Balance 3/31/2020	Balance 4/30/2019
Health & Safety	\$1000.00	\$0.00
Dry Hydrant (Town)	\$1,622.93	\$4,000.00
Fast Team	\$1,260.41	\$1,260.41
Fuel (Town)	\$29,498.50	\$43,968.25
Fire Prevention (Town)	\$1,481.61	\$2,981.61
Ground Equipment Upgrade	\$0.00	\$0.00
Large Diameter Hose (Town)	\$22,617.63	\$23,306.63
Personnel Training (Town)	\$13,617.70	\$13,617.00
SCBA Testing/Upgrade (Town)	\$56,325.54	\$56,325.54
Memorials	\$795.00	\$795.00
Uniforms	\$36.94	\$36.94
Training Equipment (Village)	\$1,193.88	\$3,885.95
Radios (Village)	\$2,135.79	\$4,135.79
Air Bottles (Village)	\$14,688.72	\$14,688.72
PPE (Village)	\$6,250.00	\$0.00
Bowling Tournament	\$0.00	\$2,390.50
Turn-out Gear (Village)	\$0.00	\$3,149.00
Total	\$152,524.65	\$174,541.34

This Resolution shall take effect immediately.

Vote: Shad Alsworth, Supervisor voting aye

Jesse Case, Council Member voting aye

Mike Miller, Council Member voting aye

Patty Graves, Council Member voting aye

Bill Fish, Council Member – absent

Bookkeeper: Michelle Dunbar had provided the board members with an account transfer sheet at last month's meeting. After further discussion about the transfers, all confusion is now cleared up. A motion was made by Alsworth; seconded by Case to allow these transfers as presented. Motion was carried.

TO: Shad Alsworth, Danielle Osgood

DATE: April 28, 2020

CC: Will Shutt

RE: Transfers from the County Money received for the Airport

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The following expenses should be paid from the County Money. Please authorize a transfer from the NY Class Account.

McFarland Johnson – Runway Design	\$15,423.00
Loader/Snow Blower	\$10,000.00
Reed Electric LED Lighting Upgrade	\$ 6,400.00
Fuel Monitoring System	\$ 5,769.00
Security Camera System	\$ 13,586.00
GPU Power Unit	\$ 4,230.00
Man Lift	\$ 6,300.00
Total	\$61,708.00

You will also need to authorize an inter-fund transfer for the total. The money was deposited into the General Account in 2019.

Thank you

Michelle L Dunbar

VILLAGE: Water Front Revitalization Grant

A motion was made by Alsworth; seconded by Case to pay the \$5,000 invoice sent from the village for town contributions to the water front project. Motion was not denied due to lack of information. With further discussion inquiring more about how this project/grant is moving forward. The board asked Mike Roeske, Village Liaison to look into this and report back.

Committee:

Graves reported that she had contacted Mr. Barry and Mr. Stevens on the progress on the Proctor road property transfer and new building. She received a return email from Mr. Barry stating he has moved and is no longer involved in the project. Mr. Joyce will be the new point of contact for this project with the Education Foundation.

SUPERVISOR/COUNCIL MEMBER REPORTS: None

AUDIT/PAYMENT OF BILLS –

Motion: A motion was made by Case to accept and pay Abstract #06 of 2020, seconded by Miller/carried

A – General Fund – Vouchers 137-161, \$12,051.22

B – Outside Village – Vouchers 151 & 158 – 127, \$141.68

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DA –Highway Town wide – Vouchers 119-139 \$10,206.86
DB – Highway Outside – Vouchers 123-138 \$88,068.71
EA – Airport – Vouchers 95-109 - \$3,629.67
ESA – Assessor – Vouchers 13-19 \$1,769.55
SL – Hillcrest Lighting District – Voucher 11 \$11.65
SS2 - Special District Sinclair – Voucher 12 \$121.08

Total \$116,000.42

EXECUTIVE SESSION: A motion was made by Case; seconded by Miller to enter executive session to discuss possible legal mater. Carried

REGULAR SESSION: A motion to enter regular session was made by Case seconded by Miller. Carried.

ADJOURN: Case /Graves / Carried

Respectfully Submitted,

Danielle Osgood
Town Clerk

