

**Special Meeting of the Town Board
Town of Windsor, New York
January 27, 2014 7:00pm
Town of Windsor, Town Hall
124 Main Street, Windsor, NY 13865**

MEETING CALLED TO ORDER by Supervisor Carolyn Price, at 7:00pm.

PLEDGE OF ALLEGIANCE was recited.

ROLL CALL by Clerk:

Supervisor Carolyn Price: Present
Councilman George B. West: Absent
Councilman Timothy J. Bates: Present
Councilwoman Lesa Hawk-Shuler: Present
Councilman William J. McIntyre: Present
Highway Superintendent Rocky Kohlbach: Absent
Attorney Cheryl Sacco: Present
Engineer Ron Lake: Absent
Town Clerk Barbara Rajner Miller: Present

Also present was: Code Enforcement Officer David Brown.

PUBLIC COMMENT:

(Supervisor Price outlined the guidelines of public comment.)

- None.

FINANCIAL REPORT:

Motion By: Councilman McIntyre

Sec. By: Councilwoman Hawk-Shuler

To approve bills for payment:

- General Fund Vouchers #635 through #638, totaling \$1,562.86;
- Trust and Agency Vouchers #89 and #90, totaling \$812.58;

Vote of the Board:

Supervisor Price - AYE

Councilman West - ABSENT

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Resolution To Amend The 2013 Budget To Reflect Actual CHIPS
Revenue**

RESOLUTION #7-2014

PRESENT: Supervisor Carolyn W. Price
Councilman William J. McIntyre
Councilman Timothy J. Bates
Councilwoman Lesa Hawk-Shuler

ABSENT: Councilman George B. West

Offered By: Councilman Bates

Second By: Councilwoman Hawk-Shuler

WHEREAS, the Town has expended a total of \$287,319.46 for CHIPS reimbursements for the year 2013 when \$150,000 was budgeted; therefore

IT IS HEREBY RESOLVED by the Town Board of the Town of Windsor that the following budgetary adjustment be made, effective December 31, 2013:

DB510 – Estimated Revenue..... \$137,319.46
Subaccount: DB3501 – Consolidated Hwy – Gap
DB960 – Estimated Appropriations..... \$137,319.46
Subaccount: 5112.4 – Improvements – CHIPS

Vote of the Board:

AYE - Supervisor Carolyn W. Price
AYE - Councilman William J. McIntyre

AYE - Councilman Timothy J. Bates
 AYE - Councilwoman Lesa Hawk-Shuler
 ABSENT - Councilman George B. West

Motion Approved.

Resolution Adopted: January 27, 2014

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK RESOLUTION TO ACCEPT 2013 YEAR END BUDGET ADJUSTMENTS RESOLUTION #8-2014

PRESENT: Supervisor Carolyn W. Price
 Councilman William J. McIntyre
 Councilman Timothy J. Bates
 Councilwoman Lesa Hawk-Shuler

ABSENT: Councilman George B. West

Offered By: Councilman McIntyre
Second By: Councilwoman Hawk-Shuler

WHEREAS, the 2013 fiscal year has ended; therefore
IT IS HEREBY RESOLVED by the Town Board of the Town of Windsor that the following budgetary amendments be made for the fiscal year 2013:

FUND	Cr	Adjustments	Db	
	To Accounts Acct. No.		Over-expended Amount	
GENERAL-TOWNWIDE	A1410.4	19.28	A1680.4	69.03
	A1420.4	179.12	A1420.41	1,051.33
	A1620.4	49.75		
	A5132.1	206.19	A5132.2	206.19
	A5132.4	872.21		
	A9010.8	4,041.59	A9060.8	4,041.59
TOTAL - A FUND		5,368.14		5,368.14

GENERAL - PARTTOWN	B8010.4	368.57	B9030.8	489.26
	B8010.41	468.40	B1990.4	468.40
	B9010.8	120.69		
TOTAL - B FUND		957.66		957.66

HIGHWAY - PARTTOWN	DB5130.4	701.54	DB5130.2	701.54
	DB5142.1	24,781.07	DB5110.1	13,794.03
	DB5142.11	752.00	DB5142.4	7,219.00
	DB9010.8	10,363.58	DB9060.8	14,879.79
	DB9030.8	748.17	DB9720.7	752.00
	DB5110.4	29,342.79	DB4960	29,342.79
TOTAL - DB FUND		66,689.15		66,689.15

SEWER OPERATING	SS3-8130.2	249.05	SS3-8130.44	249.05
	SS3-8130.4	2,063.66	SS3-8120.4	2,063.66
	SS3-9010.8	1,266.13	SS3-8130.43	1,266.13
TOTAL SS3		3,578.84		3,578.84

Vote of the Board:

AYE - Supervisor Carolyn W. Price
 AYE - Councilman William J. McIntyre
 AYE - Councilman Timothy J. Bates
 AYE - Councilwoman Lesa Hawk-Shuler
 ABSENT - Councilman George B. West

Motion Approved.

Resolution Adopted: January 27, 2014

Supervisor Price reviewed/highlighted portions of the Final December 2013 Report.

UPCOMING MEETINGS:

- Regular Meeting: Wednesday, February 12th, at 7:00pm, in the Town Hall.

Motion By: Councilwoman Hawk-Shuler

Sec. By: Councilman Bates

To hold the April Town Board meeting on 4/2/14, not 4/9/14.

Vote of the Board:

Supervisor Price - AYE

Councilman West - ABSENT

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

PUBLIC COMMENTS:

- None.

At 7:14pm:

Motion By: Councilman McIntyre

Sec. By: Councilman Bates

To enter into Executive Session to discuss Collective Negotiations Pursuant to Article Fourteen of the Civil Service Law and the Proposed Acquisition, Sale or Lease of Real Property in Accordance with Public Officers Law Section 105 (h).

Vote of the Board:

Supervisor Price - AYE

Councilman West - ABSENT

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

At 8:12pm:

Motion By: Councilman Bates

Sec. By: Councilwoman Hawk-Shuler

To come out of Executive Session.

Vote of the Board:

Supervisor Price - AYE

Councilman West - ABSENT

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Town of Windsor, County of Broome, State of New York

Resolution authorizing to Supervisor to execute the attached lease agreement, subject to permissive referendum.

Resolution #9-2014

PRESENT: Supervisor Carolyn W. Price
Councilperson Timothy Bates
Councilperson Lesa Hawk-Shuler
Councilperson William McIntyre

ABSENT: Councilperson George B. West

At a **Special Meeting** of the Town of Windsor Town Board, held at the Town Hall on the **27th day of January, 2014**, the following resolution was

OFFERED BY: Councilperson McIntyre

SECONDED BY: Councilperson Bates

WHEREAS, the Town has certain radio communications equipment (transmitter, receiver and accessories), which has been located on a property on Piper Hill Road in the Town of Windsor,

WHEREAS, such radio communications equipment is used for a municipal purposes,

WHEREAS, the town has been asked to enter into a new lease agreement, which is attached,

WHEREAS, pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) (“SEQRA”), this entering into this agreement is a type II action under 6 NYCRR 617.5(26);

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby makes a determination that this agreement is a Type II action under 6 NYCRR 617.5(26) and that no further environmental review is necessary, and further

RESOLVED, the Windsor Town Board, after due deliberation, finds it in the best interest of the

Town to proceed with the attached agreement.

RESOLVED, that subject to the successful completion of the permissive referendum requirements, that the Supervisor is expressly authorized to execute the attached agreement.

RESOLVED, this resolution shall take effect immediately following the successful completion of the permissive referendum requirements.

Vote of the Board:

Supervisor Carolyn W. Price - AYE
Councilperson George B. West - ABSENT
Councilperson Timothy Bates - AYE
Councilperson Lesa Hawk-Shuler - AYE
Councilperson William McIntyre - AYE

Motion Approved.

Resolution Adopted: January 27, 2014

LEASE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between THE TOWN OF WINDSOR, having an office and place of business at 124 Main Street WINDSOR, County of Broome and State of New York, 13865, (hereinafter referred to as the "Lessee") and Colwell Brothers Construction, LLC having an office at 375 NYS Route 79, Windsor, County of Broome and State of New York 13865 (hereinafter referred to as the "Lessor").

Lessor hereby grants the Lessee the right to install and operate at the Lessee's expense the following facilities on or in the Lessor's property located on Piper Hill Road in the Town of Windsor, Broome County, New York at approximately 42-02-39.9 latitude and 075-39-04.0 w longitude.

1. Equipment:

- A. One antenna to be located on the "Lessor's" radio tower at the level that it currently is mounted.
- B. Radio communications equipment, consisting of a transmitter, receiver and accessories to be installed in Lessor's building (aforementioned equipment is currently in the Lessor's building). Area to be occupied not to exceed 9 square feet.
- C. Flexible coax transmission line between the antenna and the radio communications equipment and to be firmly anchored to the tower and grounded in accordance with the Lessor's specifications.
- D. Connections to 115 volt AC power, and associated equipment.

Lessor reserves the right to approve the placement of any antenna or equipment, which approval shall not be unreasonably upheld.

2. Ingress/Egress

Lessor agrees that Lessee shall have access to and egress from its building and tower on reasonable notice to the Lessor. Lessor reserves the right to be present when Lessee enters the premises. Lessee shall not enter the premises without prior notice and opportunity to be present by Lessor. Lessee agrees that only authorized, experienced technical and repair personnel shall be permitted to enter in or on the building or tower.

3. Non Interference

Lessee further agrees that the previously mentioned equipment, its installation and its operation will not in any way damage Lessor's building or tower structure, or in any way interfere with operation of Lessor's radio systems or the system of other users of said premises. In the event interference does occur, the Lessee shall take all steps

necessary to eliminate interference upon written notice from the Lessor. If interference is not removed within sixty (60) days, the Lessor has the right to immediately terminate the lease and to have the Lessee remove its equipment from Lessor's property.

During the term of this lease, Lessor will not grant a radio lease to any additional lessees not currently present, if such grant would in any way affect or interfere with Lessee's reasonable use.

4. Terms

This lease shall commence on the _____ day of January, 2014 and shall be for a one year term. Upon mutual consent, the parties may agree to renew this agreement for another one (1) year term.

5. Cancellation

This lease may be cancelled by either party upon sixty (60) days written notice to the other at any time after six (6) months. Should either party cancel this lease, Lessee agrees that within the sixty (60) day period after written notice of cancellation, it will remove all properties installed on Lessor's premises and leave said premises in substantially the same condition existing as of the date of this agreement. Lessee shall not damage the Lessor's premises during the term of this lease, or during the removal of equipment.

6. Rent

The Lessee agrees to pay a rental fee of Two Hundred dollars (\$ 200.00) monthly. Payment to be sent to Colwell Brothers Construction, LLC, 375 NYS Route 79 Windsor, New York 13865. After one year from the date hereof, Lessor shall have the right, on thirty (30) days written notice to Lessee, to raise the rent not to exceed five percent (5%) increase from the prior year's rent.

7. Additional Fees.

Lessee agrees to pay any additional cost incurred by Colwell Brothers Construction, LLC directly related to any of Lessee's equipment upgrades or removal. If Lessee causes damage to Lessor's premises during the term of the lease, or during the removal; if such damage occurs and is caused by the Lessee or Lessee's agents, Lessee shall correct such damage or shall be responsible for the reasonable cost to repair such damage.

8. Insurance

The Lessee agrees to carry during the term of this lease or any renewal thereof, a comprehensive public bodily injury liability insurance policy with limits of at least \$ 1,000,000.00 and comprehensive public property damage liability insurance with limit of at least \$ 1,000,000.00 and to furnish the Lessor a certificate of insurance signed by insurers acceptable to the Lessor, indicating that the aforementioned insurance is in full force and effect and that the Lessor is named as an "Additional Insured" on the policy, and that the Lessor will receive at 375 NYS Route 79, Windsor, New York 13865, at least ten (10) days prior written notice of the cancellation or any modification of the insurance as herein required. The insurance certificate required must be received by Colwell Brothers Construction, LLC at 375 NYS Route 79, Windsor, New York 13865 no later than ten (10) days after this lease takes effect, and be renewed annually.

9. Indemnification

The Lessee will indemnify, hold harmless and defend the Lessor from and against any and all liability for loss, cost, damage or expense which the Lessor may suffer or for which the Lessor may be held liable by reason of bodily injury including death, to any person, or persons, or by reason of damage to, theft of or destruction of any property, including loss of use thereof, arising out of or in any manner connected with use of said premises or the erection or maintenance of its facilities thereon by the Lessee.

10. Non Assignability

This agreement may not be assigned by either party without the prior written consent of the other party.

11. No Warranties

Lessor makes no warranties to Lessee regarding suitability for use.

12. Destruction/Significant Damage

In the event of significant damage to or destruction of the tower or building, either party may at it's option immediately terminate this agreement.

13. Writing Required

This agreement may not be modified except in writing signed by both parties.

14. Binding Effect

This agreement contains the entire agreement of the parties and shall be binding on the heirs, successors and assigns of the parties.

15. Permissive Referendum

This agreement is subject to permissive referendum.

COLWELL BROTHERS CONSTRUCTION, LLC

BY: Roger E. Colwell

TOWN OF WINDSOR

BY: Carolyn Price, Supervisor

ADJOURNMENT:

Motion By: Councilwoman Hawk-Shuler

Sec. By: Councilman Bates

To adjourn the meeting at 8:13pm.

Vote of the Board:

Supervisor Price - AYE

Councilman West - ABSENT

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Respectfully Submitted,

Barbara Rajner Miller, Windsor Town Clerk