

Public Hearing & Regular Meeting of the Town Board
November 6, 2013 7:00pm
Windsor Town Hall
124 Main Street
Windsor, NY 13865

Supervisor Price pointed out the exits in the room.

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

Also present were: Mark Lippolis, Chris Jones, Domenic Emilio, Cheryl Peet, John M. Troup, Eileen Ruggieri, Fred Stapleton, Sue Rambo, Ron Rambo, Sr., Floyd Bronson, Gary Boyce, Anthony Stracuzzi, Elaine Card, Barton Wolford, Tim Walters, Cathy Hupman, and two others.

PUBLIC HEARING - E. Bosket Rd Tower

Public Hearing Opened: 7:01pm

No public comments.

Public Hearing Closed: 7:02pm

Attorney Sacco mentioned that the neighbor letters were sent, as required; the public hearings were published and posted, as required, the 239 was sent to the County.

Attorney Sacco read a portion of the County's response to the 239.

Attorney Sacco did the long-form SEQRA.

Town of Windsor, County of Broome, State of New York
A RESOLUTION APPROVING THE APPLICATION BY INDUSTRIAL
ELECTRONICS, INC., FOR A TOWER SPECIAL USE PERMIT AND SITE
PLAN APPROVAL TO AUTHORIZE APPLICANT TO CONSTRUCT AND
OPERATE A WIRELESS TELECOMMUNICATIONS FACILITY ON EXISTING
TOWER ON PROPERTY (HEREINAFTER "PROPERTY") OWNED JOHN
TROUP AND LOCATED AT 232 AND 246 E. BOSKET ROAD IN THE TOWN
OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
(TAX MAP NUMBERS 184.00-1-24 AND 184.00-1-23).

Resolution #46-2013

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

At a regular meeting of the Town of Windsor Town Board, held at the

Town Hall on the **6th of November, 2013**, the following resolution was

OFFERED BY: Councilman McIntyre

SECONDED BY: Councilman Bates

The Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town"), duly convened in regular session, does hereby resolve as follows:

Section 1 Pursuant to, and in accordance with, the provisions of Article XV-2 (Telecommunications Tower Siting and Special Use Permit Law) of Chapter 93 of the Town Code, the Town Board of the Town hereby:

A. Finds and determines that Industrial Electronics, Inc., (hereinafter "Applicant") has filed an application (hereinafter "Application") with the Town for a Tower Special Use Permit and Site Plan Approval for Wireless Telecommunications Facilities (hereinafter "Special Use Permit and Site Plan Approval ") to authorize Applicant to construct a 180 foot self-supporting lattice tower equipped with lighting rod, initially with two way radio antennas (transmit and receive), pace for two future co-locates, 10 foot by 12 foot utility shelter, 60 foot by 60 foot fenced (8 foot high chain link) compound with stone surface, power and telecommunications equipment with buried conduits, a 400 foot long gravel access road with drainage ditches and culverts and to and to operate a wireless telecommunications facility (hereinafter "Wireless Facility") on property (hereinafter "Property") owned by John Troup and located at 232 and 246 E. Bosket Road in the Town of Windsor, County of Broome, State of New York (Tax Map Numbers 184.00-1-24 and 184.00-1-23).

B. Finds and determines that the application consists of the application and a site plan (hereinafter referred to in total as "application"), which includes the necessary information and representations required under Article XV-2.

C. Applicant must comply with access road and parking requirements and has provided a Certification that the Tower are designed and constructed ("As Built") to meet all County, State and Federal structural requirements for loads, including wind and ice loads; and other Special Use Permit and Site Plan Approval requirements.

D. Upon the advice of Ronald B. Lake, P.E., the Town's Consultant, the Town waives the following requirements. Good cause has been shown that these waivers are appropriate.

- 1) A pre-application meeting
- 2) Visual Impact Assessment
- 3) Zone of Visibility Map
- 4) Pictorial representations
- 5) Screening requirements

Upon the advice of Ronal B. Lake, P.E., the Town's Consultant, the Town finds the following requirements have been meet:

- 1) Certification of a topographic and geomorphologic study and analysis requirements
- 2) Drainage plan requirements, propagation studies
- 3) The requirement that the applicant disclose any agreement precluding or limiting sharing any new Telecommunications Tower that is constructed
- 4) Shared use plans

- 5) Certification that the tower is designed with a break point that would result in the tower falling or collapsing within the boundaries of the property on which it is placed
- 6) Certification that the tower is grounded and bonded
- 7) Feasibility study for future collocation or sharing
- 8) Lot size and setbacks

E. Finds and determines that the Property is located in an Agricultural (A) zoning district.

F. Finds and determines that the Town Board duly conducted a public hearing on the proposed Wireless Facility at the Windsor Town Hall, 124 Main Street, Windsor, NY, which was opened in and closed on November 6, 2013; notice of the public hearing was duly published in the official newspaper of the Town; and a copy of the notice of public hearing was duly posted on the Town Clerk's signboard.

G. Based on the representations made by the Applicant finds and determines that no existing tall structure can accommodate the antennas proposed to be installed by Applicant; that would result in the provision of the desired coverage. Other collocation is unavailable or would be inadequate. A collocation is preferred by the Town to new construction.

H. Finds and determines that the Town Board has duly considered the environmental significance of the proposed Wireless Facility; and the Town Board has carefully reviewed the Full Environmental Assessment Form, which was filed by the Applicant

I. Finds and determines that the project will not result in any large and important impacts and, therefore, is one, which will not have a significant impact on the environment.

J. Adopts a negative declaration in connection with the project and the underlying action.

K. The Town has requested and received a General Municipal Law Section 239 response from Broome County. Several of the suggestions are incorporated here as conditions. Additionally, the Town has confirmed that the Seismic Zone; as recommended within the 239 response. The Town has also considered and waived the recommendation regarding photographs.

Section 2 The Town Board hereby approves the Application, subject to the provisions and conditions set forth hereinafter. The Town Board hereby authorizes the issuance to Applicant of the requested Special Use Permit and Site Plan Approval, subject to the following provisions and conditions with which Applicant must comply before any building permit shall be issued to Applicant for the Wireless Facility:

A. Applicant must secure and furnish to the Town all of the insurance required to be secured and currently maintained in accordance with the provisions of Section 93-99 of the Town Code, including the appropriate certificates of insurance demonstrating that the insurance coverage of Applicant is currently in full force and effect; and further demonstrating that the insurance carrier of Applicant has specifically included therein the Town and its officers, boards, employees, committee members, attorneys, agents, and consultants as additional named insureds as to said insurance policies.

B. Applicant recognizes, understands and agrees that the Special Use Permit and Site Plan Approval is non-exclusive, cannot be assigned or transferred without the express written consent of the Town Board, that such

consent shall not be unreasonably withheld and that the Special Use Permit and Site Plan Approval may be revoked, canceled or terminated for a violation of the conditions and provisions of the Special Use Permit and Site Plan Approval or for a material violation of the Town Law.

C. Applicant must secure and furnish to the Town a removal bond in the amount of \$75,000.00, the form of which shall be subject to the approval of the Attorney for the Town.

D. Applicant must deposit with the Town, in accordance with the provisions 93-89 of the Town Code, such additional reasonable sums as the Town shall request in order to reimburse the Town for the additional Town Consultant expenses the Town has incurred and will incur in connection with the Town Consultant's review of the Application.

E. The Applicant must reimburse the Town for any expenses incurred by the Town in publishing the original notice of public hearing and in mailing notices to neighboring property owners in connection with the public.

F. Applicant must furnish proof that the project complies with applicable Federal Aviation Administration rules and regulations, which said proof shall be subject to the approval of the Attorney for the Town.

G. The Wireless Facility must be fully operational by one year from the issuance of the building permit. If the Wireless Facility is not fully operational by said date, the Special Use Permit and Site Plan Approval authorized by this resolution shall be null and void. Time is of the essence with respect to said date.

H. Perform all action required by New York State Department of Environmental Conservation, if any.

I. Comply with also requirements of Article XV-2 of the Town Code, unless specifically herein waived, including: security of the applicant's property, applicant's signage requirements, recertification, annual Nier certification, allowing inspections and reimbursing the Town for inspections.

J. Comply with all application, local, state, and federal law, statutes, regulations and requirements. Operate, maintain, repair, modify or restore the permitted collocation in strict compliance with all current technical, safety and safety-related codes adopted by the Town, County, State or United States, including but not limited to the most recent editions of the National Electrical Safety Code and the national Electrical Code, as well as accepted and responsibly workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The code referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health and land use codes.

K. The applicant shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulations or Law, and must maintain the same, in full force and effect, for as long as required by the Town or other governmental entity or agency having jurisdiction over the applicant.

L. In accordance with the recommendations found within the General Municipal Law section 239 responses received from Broome County, the applicant must satisfy the following:

Obtain and supply the Town Code enforcement officer and Town Engineer a Certification that the Tower is designed with a break point that would result in the Tower falling or collapsing within the boundaries of the property on which the Tower is paced.

A copy of the Certification and this Resolution will be placed in the file; so that this requirement and the breakpoint can be referenced when there is a review of the engineering drawings and the application.

M. The applicant, by apply and accepting this approval to the following, as required by Section 93-100:

The applicant, as a holder of a Special Use Permit and Site Plan Approval, to the extent permitted by the law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the Town and its officials, servants, officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of a wireless telecommunications facilities within the Town. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the Town.

Section 3 In accordance with Section 93-84 of the Town Code, the Town Board waives the height requirement, which limits the height of a Wireless Facility to 140 feet. The Applicant is hereby authorized to construct its facility on the existing Telecommunication Tower on 232 and 246 E. Bosket Road in the Town of Windsor, County of Broome, State of New York (Tax Map Numbers 184.00-1-24 and 184.00-1-23) to a maximum height of 180 foot (inclusive of any and all antennae, arrays and existing or after existing hardware).

In view of the fact that applicable sections of Article XV-2 already make provision for the granting of waivers, relief and exemption from any aspect or requirement of Article XV-2, the Town Board finds and determines that the granting of an area variance to the Applicant is not required or necessary in this situation.

Section 4 In no event shall Applicant enlarge the Wireless Facility or add any additional antennas, cabling or related equipment to the Wireless Facility (beyond the number of antennas, cabling and related equipment set forth in the Application) unless and until Applicant has applied for and obtained the express prior written approval therefore from the Town and reimbursed the Town for any reasonable expenses the Town has incurred by having such proposed enlargement reviewed by the Town's Consultant.

Section 5 Town Board shall review all of Town Consultant's invoices to determine whether they are reasonable and consistent with New York State law. Any determination by the Town Board that such invoices are reasonable shall be final and binding on Applicant.

Section 6 The Town Clerk is hereby directed to send certified copies of this resolution to the Applicant.

Section 7 This Resolution shall take effect immediately.

Vote of the Board:

Carolyn W. Price, Supervisor - AYE

George B. West, Councilman - AYE

Timothy J. Bates, Councilman - AYE

Lesa Hawk-Shuler, Councilwoman – AYE

William J. McIntyre, Councilman – AYE

Motion Approved.

Resolution Adopted: November 6, 2013

Public Hearing - Fire

Public Hearing Opened: 7:10pm

**TOWN BOARD OF THE TOWN OF WINDSOR
AUTHORIZING A FIRE PROTECTION CONTRACT WITH
THE WINDSOR FIRE COMPANY, INC.**

RESOLUTION # 37-2013

At a regular meeting of the Town Board of the Town of Windsor, County of Broome, New York, held at the Town Hall, 124 Main Street in the Village of Windsor on the 6th day of November, 2013, there were:

Present: Carolyn W. Price, Supervisor
George B. West, Councilman
Timothy J. Bates, Councilman
Lesa Hawk-Shuler, Councilwoman
William J. McIntyre, Councilman

Councilman West offered the following resolution and moved for its adoption:

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 3 embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor on the 15th day of June, 1948, and

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection district No. 5 embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor on the 3rd. day of June, 1953, and

WHEREAS, the Town of Windsor has contracts for the furnishing of fire protection to Windsor Fire Protection Districts No. 3 and 5 which contracts expire December 31, 2013, and

WHEREAS, said Windsor Fire Company, Inc. now offers and proposes to enter into a new contract with the Town of Windsor for the protection of Fire Protection District No. 5 and Fire Protection District No. 3, with the exception of areas No. 1 and No. 2, a description of which is annexed hereto as Schedule "A", and

WHEREAS, due notice was given that a public hearing was held on the 6th day of November, 2013, in the Town Hall at 124 Main Street in the Village of Windsor, to consider a contract for the furnishing of fire protection to the said fire protection districts, and notice duly specifying the time and place of the hearing as aforesaid and giving in general terms the proposed contract having been duly published and the said hearing having been held at the time and place specified and all persons interested in appearing having been heard, it is hereby

RESOLVED, that this Board contract with the Windsor Fire Company, Inc. for the furnishing of fire protection to Windsor Fire Protection District No. 3 with the exception of Areas No. 1 and 2, as aforesaid, and it is further

RESOLVED, that the Supervisor be and hereby is authorized and directed on behalf of the Town of Windsor to execute and enter into such a contract with the Windsor Fire Company, Inc. for the furnishing of fire protection to Windsor Fire Protection District No. 3, with the exception of Areas No. 1 and 2, as aforesaid, and to Fire Protection District No. 5, which said contract shall be in the form and contain the terms and provisions set forth in the agreement annexed hereto and made a part of this resolution.

Seconded by Councilwoman Hawk-Shuler and duly put to a vote which resulted as follows:

Vote of the Board:

Supervisor Carolyn W. Price - AYE

Councilman George B. West - AYE

Councilman Timothy J. Bates - AYE

Councilwoman Lesa Hawk-Shuler- AYE

Councilman William J. McIntyre - AYE

Motion Approved.

Resolution Adopted: November 6, 2013

AGREEMENT

Agreement made this 6th day of November, 2013, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome and the State of New York, hereinafter called the Town, and the Windsor Fire Company, Inc., a non-profit domestic corporation located in the Town of Windsor, County of Broome and the State of New York, hereinafter called the Fire Company

WITNESSETH THAT:

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 3, embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor on the 15th day of June, 1948, and

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 5, embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor on the 3rd day of June, 1953, and

WHEREAS, the Fire Company has established and maintains a recognized emergency rescue and first aid squad as part of its Fire Company, under Section 209-b of the General Municipal Law, and

WHEREAS, after due notice a public hearing was duly called by the Board of the said Town and following which public hearing the Board of the Town duly adopted a resolution authorizing this contract with the Fire Company for fire protection to and for Windsor Fire Protection Districts No. 3 and 5 upon the terms and provisions herein set forth.

NOW, THEREFORE, the Town does hereby engage the Fire Company to furnish fire protection to and for Windsor Fire Protection Districts No. 3 and 5, excepting and excluding therefrom, however, to small areas District No. 3 thereof, described and set forth in Schedule A annexed hereto, to wit:

1. The Fire Company shall at all times during the existence of this contract be subject to call for the attendance upon any fire occurring in said districts when notified of a fire within the said districts, the Fire Company will respond and attend with suitable apparatus and appliances properly manned including the providing of emergency services, and said company shall be subject to call for attendance upon any fire occurring in said districts except in those areas excluded in Schedule A hereof and when notified of any such fire or emergency call within such districts, the Fire Company will respond and attend upon emergencies with suitable apparatus and appliances properly manned unless such Fire Company be then necessarily engaged in fighting a fire elsewhere in any such event, the Fire Company undertakes to have another fire company on call for such purpose. Upon arriving at the scene of the fire, the Fire Company and firemen thereof shall proceed diligently and in every way reasonably possible to extinguish the fire and save life and property in connection therewith. Notwithstanding the foregoing, it is hereby mutually understood and agreed between the parties that the Fire Company shall not be liable for its failure to respond for any such alarms, including emergency service, or notice of fire as aforesaid if such failure is due to the impassability of highways, absence of equipment from the community or any other cause not within the control of the said Fire Company. The Fire Company, however, agrees that it will protect the said Town and/or the said fire protection districts and hold them harmless from all liability or responsibility by reason of its own breach of any of the covenants contained within this paragraph.

2. The emergency rescue and first aid squad shall, during the existence of this contract, be subject to call for the attendance to the transportation of any sick, injured, or disabled person or persons found within the said Fire Protection Districts No. 3 and 5. Said emergency rescue and first aid squad shall respond to such a call without delay to the extent that and whenever suitable apparatus and properly trained personnel are available. That in addition to such emergency service with the said Fire Protection Districts, the emergency rescue and first aid squad of the Fire Company is authorized, whenever necessary, to answer and respond to emergency calls outside of the said Fire Protection Districts for the transportation of sick, injured, or disabled persons.

3. In consideration for the furnishing of aid and the use of its apparatus and equipment, the Fire Company shall receive the following compensation:

The year **2014..... \$119,401**

and the Town covenants and agrees to pay the same on or about the 15th day of February in each and every year during the term of this contract.

4. All Monies paid to the Fire Company under the terms of this contract shall be a charge upon the said Fire protection districts to be assessed and levied upon the taxable property within the districts and collected with the Town Taxes.

5. It is mutually understood and agreed between the parties hereto that the Town by this contract shall assume no control of and or responsibility for the members of the Fire Company or any others employed by them carrying out this contract or any terms or provisions thereof and that the Fire Company enters into this agreement and assumes the responsibilities thereunder as an independent contractor retaining at all times full and complete control over its own members, over its own equipment and over any other persons employed by the said company on its behalf in carrying out the terms and obligations of this contract. It is further mutually covenanted and agreed between the parties thereto that the Town assumes no responsibility or liability for any damages to the fire apparatus or other equipment of the Fire Company or for any personal injuries or other injuries which may be suffered by the members of the Fire Company or by any other persons under their direction or employ or for any damages to the property of such members or such other persons in the course of carrying out the terms and conditions in this contract, except that, the Town agrees to provide Workers' Compensation Insurance and Volunteer Firemen's Protection in accordance with the New York State Volunteer Firemen's Benefit Law, affording coverage to members of the Windsor Fire Company in the performance of their duties. The Fire Company agrees that it will promptly notify the Town of all additions and deletions to its roll of active members for purposes of coverage. By agreeing to provide this coverage, the Town does not assume any other liability except as specifically provided for in this Agreement.

6. During the existence of this contract, the Fire Company agrees to secure and maintain suitable insurance, at its own expense, protecting the said Town from liability from any personal injury, or property damage. Further, the Fire Company agrees to provide at its own expense and maintain insurance protecting the said Town and the Fire Protection Districts against all liability and damages to members of the general public for injuries and damages to person or property suffered from the motor vehicles of the Fire Company while proceeding to and from calls and fires within the said protection districts. The insurance shall be in these amounts listed in Schedule "B."

7. The Fire Company covenants and agrees to extend to the Town complete and full cooperation in securing any additional insurance to protect and indemnify the Town against claims by members of the Fire Company or their families or any other person against the Town arising out of injuries or damages occasioned by the terms and conditions of this contract.

The Fire Company agrees to indemnify, defend, and hold harmless the Town, its officers, employees, and agents from any and all claims, lawsuits, judgments, decisions, and all other incidents arising from claims under this contract.

8. This agreement shall continue **for a period of one year, from January 1, 2014 through December 31, 2014.**

IN WITNESS HEREOF, the parties hereto have duly executed and delivered this agreement and have caused their corporate seals to be hereunto affixed by their duly authorized officials the day and year first above written.

TOWN OF WINDSOR
BY: _____
Supervisor

WINDSOR FIRE CO., INC.
BY: _____
President

SCHEDULE "A"

AREA NO. 1 - Commencing at the eastern boundary line of the Colesville-Windsor Fire District No. 1 where such line intersects the boundary line between the Town of Windsor and Colesville; thence in an easterly direction along the boundary line between said Towns to the westerly boundary line of the Town of Sanford; thence in a southerly direction along the westerly boundary line of the Town of Sanford to the northerly boundary line of lands now or formerly of A.C. Crossley & Sons; thence in a westerly and southerly direction along said Crossley lands to the south-easterly corner of lands now or formerly of Norman Slater, Jr., thence in a westerly direction along the southerly boundary of said Slater lands and along the southerly boundary of lands now or formerly of William Ostrander to the southwesterly corner of said Ostrander lands; thence in a northerly direction along the westerly boundary of said Ostrander lands to the southerly boundary of Colesville-Windsor Fire District No. 1; thence in a northerly direction along the southerly and easterly boundary of Colesville-Windsor Fire District No. 1 to the point of beginning.

AREA NO. 2 - Commencing at a point where the westerly boundary line of Colesville-Windsor Fire District No. 1 intersects the boundary line between the Towns of Windsor and Colesville; thence in a general southerly direction along the westerly boundary of said fire district to the northerly line of lands now or formerly of Clara Lindsay; thence in a general westerly direction along said Lindsay lands to the southwesterly

corner of lands now or formerly of Franklin and Larette Borden; thence in a northerly direction along the westerly boundary of said Borden lands to the southerly boundary of lands now or formerly of Edith B. Anthony; thence in a westerly direction along the southerly boundary of said Anthony lands and along the southerly boundary of lands now or formerly of A.C. Crossley & Sons, Inc., to the easterly boundary of Windsor Fire Protection District No. 2; thence in a general northerly direction along the easterly boundary of said fire protection district to the southerly boundary line of the Town of Colesville; thence in a general easterly direction along the southerly boundary line of the Town of Colesville to the point of beginning.

SCHEDULE B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LITTLE & NELSON, INC. 1304 Main Street Suite 2 Susquehanna PA 18847- WINDSOR NY 13865-043	CONTACT NAME PHONE (A/C No. Ext): (570) 853-3144 FAX (A/C No.): (570) 853-9067 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: AMERICAN ALTERNATIVE INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		VFIS-TR-2062423-05	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		VFIS-CM-1059419-01	03/05/2013	03/05/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		VFIS-CU-5056314-05	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 VOLUNTEER FIRE CO
 FIRE CO PROVIDES SERVICES TO TOWN OF WINDSOR

RECEIVED
10.22.13

CERTIFICATE HOLDER () - () - TOWN OF WINDSOR 124 MAIN ST WINDSOR NY 13865-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Town Clerk mentioned that no Certificate of Liability was submitted to the Town of Windsor by the West Windsor Fire Company, therefore "Schedule B" is currently blank.

Motion By: Councilman McIntyre Sec. By: Councilman Bates

To approve the below resolution, subject to receipt of a "Schedule B," sufficient for legal council.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

**RESOLUTION OF THE TOWN BOARD OF THE
TOWN OF WINDSOR
AUTHORIZING A FIRE PROTECTION CONTRACT WITH
THE WEST WINDSOR FIRE COMPANY, INC.**

RESOLUTION # 38-2013

At a Public Hearing Meeting of the Town Board of the Town of Windsor, County of Broome, New York, held at the Town Hall, 124 Main Street, in the Village of Windsor on the 6th day of November, 2013, there were:

Present: Carolyn W. Price, Supervisor
 George B. West, Councilman
 Timothy J. Bates, Councilman
 Lesa Hawk-Shuler, Councilwoman
 William J. McIntyre, Councilman

Councilman McIntyre offered the following resolution and moved for its adoption:

WHEREAS, there has been duly established in the said Town of Windsor, a fire protection district No. 2 embracing territory in said Town as is more fully described in the resolution establishing such district and duly adopted by the Town Board of the said Town on the 8th. day of June, 1948, and;

WHEREAS, the West Windsor Fire Company, Inc. has established and maintains a recognized emergency rescue and first aid squad as part of its fire company under Section 209-b of the General Municipal Law, and;

WHEREAS, the Town of Windsor has a contract with the West Windsor Fire Company, Inc., for the furnishing of fire protection and general EMS service to Windsor Fire Protection District No. 2, which contract expires on December 31, 2013, and;

WHEREAS, the said West Windsor Fire Company, Inc., now offers and proposes to enter into a new contract with the Town of Windsor for the protection of said Fire Protection District No. 2, and;

WHEREAS, due notice was given that a public hearing was held in the Town Hall, at 124 Main Street, on the 6th day of November, 2013, to consider a contract for the furnishing of fire protection and general EMS service to the said fire protection district, and notice duly specifying the time and place of the hearing as aforesaid and giving in general terms the proposed contract, having been duly published and the said hearing having been held at the time and place specified and all persons interested in appearing have been heard, it is hereby,

RESOLVED, that this Town Board contract with the West Windsor Fire Company, Inc., for the furnishing of fire protection and general EMS service to the Windsor Fire Protection District No. 2, and it is further,

RESOLVED, that the Supervisor be and he hereby is, authorized and directed on behalf of the Town of Windsor to execute and enter into such a contract with the West Windsor Fire Company, Inc., for the furnishing of fire protection and general EMS service to Windsor Fire Protection District No. 2, which said contract shall be in the form and contain the terms and provisions set forth in the agreement annexed hereto and made a part of this Resolution.

Seconded by Councilman Bates and duly put to a vote which resulted as follows:

Vote of the Board:

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

Motion Approved.

Resolution Adopted: November 6, 2013

AGREEMENT

AGREEMENT, made this 6th day of November, 2013, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome and State of New York, hereinafter called the Town, and the West Windsor Fire Company, Inc., a domestic corporation with its principal office located in the Hamlet of West Windsor, Broome County, New York, hereinafter called the Fire Company.

WITNESSETH, that

WHEREAS, there has been duly established in the said Town of Windsor, a fire protection district known as Windsor Fire Protection District No. 2, embracing territory in the said Town as is more fully described in the resolution establishing such district and duly adopted by the Town Board of the said Town of Windsor, on the 8th day of June, 1948, and

WHEREAS, the Fire Company has established and maintains a recognized emergency rescue and first aid squad as part of its Fire Company under Section 209-b of the General Municipal Law, and

WHEREAS, after due notice a public hearing was duly called by the Board of the said Town and following which public hearing the Board of the Town duly adopted, on the 6th day of November, 2013, a resolution authorizing the modification of this contract with the Fire Company for the fire protection and general EMS service to and for Windsor Fire Protection District No. 2, upon the terms and provisions herein set forth.

NOW, THEREFORE, the Town does hereby engage the Fire Company to furnish fire protection and general EMS service to and for Windsor Fire Protection District No. 2 and the Fire Company hereby agrees to furnish such protection and such EMS service in the manner following, to wit:

1. The Fire Company shall at all times during the existence of the contract be subject to call for attendance upon any fire occurring in said district(s) when notified of a fire within the said district(s), the Fire Company will respond and attend upon such fire without delay and with suitable apparatus and appliances properly manned. Upon arriving at the scene of the fire the Fire Company and the firemen thereof shall proceed diligently in every way reasonably possible to extinguish the fire and saving of life and property in connection therewith. Notwithstanding the foregoing, it is hereby mutually understood and agreed between the parties hereto that the Fire Company, its officers or members, shall not be liable for their failure to answer any such alarm of notice of fire as aforesaid if such failure is due to impassability of the highways, absence of equipment from the community, breakdown of equipment and/or any other causes not within the control of the said Fire Company.

2. That the emergency rescue and first aid squad shall, during the existence of this contract, be subject to call to the attendance of any sick, injured or disabled person found within the said Fire Protection District No. 2. Said emergency rescue and first aid squad shall respond to such a call without delay to the extent that and whenever suitable apparatus and properly trained personnel are available. That in addition to such general EMS service within the Fire Protection District No. 2, the emergency rescue and first aid squad of the Fire Company is authorized to answer and respond to emergency calls outside of the Fire Protection District No. 2 for treatment of sick, injured, or disabled persons.

3. In consideration for the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive the following consideration:

The year 2014 \$109,220

and the Town covenants and agrees to pay the same on or about the 15th day of February in each and every year of and during the term of this contract.

4. All monies to be paid to the Fire Company under the terms and provisions of this contract to be a charge upon the said fire protection district to be assessed and levied upon the taxable property within said district and collected with the Town taxes.

5. It is mutually understood and agreed between the parties hereto that the Town by this contract shall assume no control of and/or responsibility for the members of the Fire Company or any others employed by them carrying out this contract or any terms or provisions thereof and that the Fire Company enters into this agreement and assumes the responsibilities thereunder as an independent contractor retaining at all times full

and complete control over its own members, over its own equipment and over any persons employed by the said Fire Company on its behalf in carrying out the terms and obligations of this contract. It is further mutually covenanted and agreed between the parties thereto that the Town assumes no responsibility or liability for any damages to the fire apparatus or other equipment of the Fire Company or for any personal injuries or other injuries which may be suffered by the members of the Fire Company or by any other persons under their direction or employ or for any damages to the property of such members or such persons in the course of carrying out the terms and conditions in this contract, except that, during the existence of the contract, all members of the Fire Company shall be protected under the Volunteer Fireman's Benefit Law of the State of New York and the said members of the Fire Company will engage in the performance of their duties and in answering calls or attending upon or returning from any call provided for under the terms and provisions of this contract including the providing of the general EMS service pursuant to Section 209-b of the General Municipal Law will have the same rights, privileges, and immunities as volunteer firemen and as provided for in the Volunteer Fireman's Benefit Law of the State of New York. In connection therewith the Fire Company covenants and agrees upon its part that it will file with the Town Clerk of the Town a list containing the names of all its members and that it will keep such list current at all times by informing and advising of any changes in said membership.

6. The Fire Company shall during the existence of this contract secure and maintain suitable insurance protecting the Town from liability for any personal injury or property damage occasioned by the Fire Company's motor vehicles of the emergency and first aid squad while on their way to and from fires and EMS calls within the said District. The insurance shall be in these amounts listed in Schedule "B."

The Fire Company agrees to indemnify, defend, and hold harmless the Town, it's officers, employees, and agents from any and all claims, lawsuits, judgments, decisions, and all other incidents arising from claims under this contract.

7. This agreement shall continue **for a period of one year commencing on January 1, 2014, and terminating on December 31, 2014.**

IN WITNESS WHEREOF, the said parties have duly executed and delivered this agreement and have caused their corporate seals to be hereunto affixed by their duly authorized officers the day and year first above written.

TOWN OF WINDSOR
BY: _____
Supervisor

**WEST WINDSOR FIRE
COMPANY, INC.**
BY: _____
President

SCHEDULE "A"

Fire Protection District #2 was established within the limits of the Town of Windsor on June 8th, 1948, and is more fully described as follows:

Bounded on the north by the Township of Colesville, on the West by the Township of Kirkwood, on the South by the south property lines of real property now or formerly owned by John H. Gorman, Heirs of Jerry L. Doyle, Elta M. Benjamin and Florence Lydia Braman and on the East by the east property lines of real property now owned or formerly by Harry Bowman, Michael and Winifred Hennigan, Walter P. and Doris Bush, Ira Lewis and Minnie Stone, Ellis Gould, Charles A. and Grace B. Root, Thomas A. and Mary E. Beavan, John Mathis, Eleanor O. Dodd, Ellsworth R. and Grace E. Miller, Alice Leonard, Oscar Dodd, Austin and Aletha Barrett, Clara Yonkin, Theodore and Myrtle May Banta and Edward A. and Mildred J. Yeomans.

SCHEDULE "B"

**TOWN OF WINDSOR, COUNTY OF BROOME,
STATE OF NEW YORK
AUTHORIZING A FIRE PROTECTION CONTRACT WITH
THE BOARD OF FIRE COMMISSIONERS FOR THE
WINDSOR-COLESVILLE FIRE DISTRICT**

RESOLUTION # 39-2013

At a Public Hearing Meeting of the Town Board of the Town of Windsor, County of Broome, New York, held at the Town Hall, 124 Main Street in the Village of Windsor on the 6th day of November 2013, at **7:00 PM** there were:

Present: Carolyn W. Price, Supervisor
George B. West, Councilman
Timothy J. Bates, Councilman
Lesa Hawk-Shuler, Councilwoman
William J. McIntyre, Councilman

OFFERED BY: Councilman West

SEC. BY: Councilman Hawk-Shuler

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 3, embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor on the 15th day of June, 1948, and

WHEREAS, the Town of Windsor has a contract with the Board of Fire Commissioners for the Windsor-Colesville Fire District, for the furnishing of fire protection two certain areas of Fire Protection District No. 3, a description of which areas is annexed hereto, which contract expires on December 31, 2013, and

WHEREAS, the said Board of Fire Commissioners for the Windsor-Colesville Fire District, now offers and proposes to enter into a new contract with the Town of Windsor for the protection of the aforesaid portion of Fire Protection District No. 3., and

WHEREAS, due notice was given that a public hearing was held in the Town Hall at 124 Main Street in the Village of Windsor, on the 6th day of November, 2013, at 7:00 p.m. to consider a contract for the furnishing of fire protection, to the aforesaid portions of said fire protection district, and notice duly specifying the time and place of the hearing as aforesaid and giving in general terms, the proposed contract having been duly published, and the said hearing having been held at the time and place specified and all persons interested in appearing having been heard, it is hereby

RESOLVED, that this Board contract with the Board of Fire Commissioners for the Windsor-Colesville Fire District, Inc., for the furnishing of fire protection to the aforesaid portions of Fire Protection District No. 3 as aforesaid, and it is further

RESOLVED, that the Supervisor be and hereby is authorized and directed on behalf of the Town of Windsor to execute and enter into such a contract with the Board of Fire Commissioners for the Windsor-Colesville Fire District, for the furnishing of fire protection to the aforesaid portions of Fire Protection District No. 3, which said contract shall be in the form and contain the terms and provisions set forth in the agreement annexed hereto and made a part of this resolution.

Vote of the Board:

Supervisor Carolyn W. Price - AYE

Councilman George B. West - AYE

Councilman Timothy J. Bates - AYE

Councilwoman Lesa Hawk-Shuler - AYE

Councilman William J. McIntyre - AYE

Motion Approved.

Resolution Adopted: November 6, 2013

AGREEMENT

Agreement made this **6th day of November, 2013**, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome, and the State of New York, hereinafter called the Town, and the Board of Fire Commissioners for the Windsor-Colesville Fire District, organized and existing under the laws of the State of New York, and having its principal office in the Hamlet of Ouaquaga, Broome County, State of New York, hereinafter called the Fire Company

WITNESSETH THAT

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 3 embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor on the 15th day of June, 1948, and

WHEREAS, after due notice a public hearing was duly called by the Board of the said Town and following which public hearing the Board of the Town duly adopted a resolution authorizing this contract with the Fire Company for fire protection to and for Windsor Fire Protection District No. 3 on the terms and provisions herein set forth.

NOW, THEREFORE, the Town does hereby engage the Fire Company to furnish fire protection to and for Windsor Fire Protection Districts No. 3 as more fully described and set forth in Schedule A annexed hereto and the Fire Company agrees to furnish such protection to the said areas in the manner following, to wit:

1. The Fire Company shall at all times during the existence of this contract be subject to call for the attendance upon any fire occurring in the two designated areas of the said district and when notified of a fire within the said areas the Fire Company will respond and attend upon such fire without delay and with suitable apparatus and appliances properly manned. Upon arriving at the scene of the fire, the Fire Company and the firemen thereof shall proceed diligently and in every way reasonably possible to the extinguishment of the fire and the saving of life and property in connection therewith. Notwithstanding the foregoing, it is hereby mutually understood and agreed between the two parties hereto that the Fire Company, its officers or members shall not be liable for their failure to answer any such alarm or notice of fire as aforesaid if such failure is due to the impassability of the highways, absence of equipment from the community, breakdown of equipment and/or any other cause not within the control of the said Fire Company. The Fire Company further agrees that it will protect the said Town and/or the said Fire Protection District No. 3 from all liability and responsibility by reason of its own breach of and covenants contained within this paragraph.

2. In consideration for the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive the sum of **Five Thousand Five Hundred Dollars, (\$5,500.00) for each year** so long as this contract shall be in effect and the Town agrees to pay the same on or about the **1st. day of March** during each year of the term of this contract.

3. All monies to be paid to the Fire Company

4. All Monies paid to the Fire Company under the terms of this contract shall be a charge upon the said Fire protection districts to be assessed and levied upon the taxable property within the districts and collected with the Town Taxes.

5. It is mutually understood and agreed between the parties hereto that the Town by this contract shall assume no control of and or responsibility for the members of the Fire Company or any others employed by them carrying out this contract or any terms or provisions thereof and that the Fire Company enters into this agreement and assumes the responsibilities thereunder as an independent contractor retaining at all times full and complete control over its own members, over its own equipment and over any other persons employed by the said company on its behalf in carrying out the terms and obligations of this contract. It is further mutually covenanted and agreed between the parties thereto that the Town assumes no responsibility or liability for any damages to the fire apparatus or other equipment of the Fire Company or for any personal injuries or other injuries which may be suffered by the members of the Fire Company or by any other persons under their direction or employ or for any damages to the property of such members or such other persons in the course of carrying out the terms and conditions in this contract, except that, during the existence of the contract, all members of the Fire Company shall be protected under the Volunteer Firemen's Benefit Law of the State of New York and the said members of the Fire Company will engage in the performance of their duties and in answering calls or attending upon or returning from any call provided for under the terms and provisions of this contract, including the providing of emergency service pursuant to Section 209-b of the General Municipal Law, will have the same rights, privileges, and immunities as volunteer firemen and as provided for in the Volunteer Firemen's Law of the State of New York. In connection therewith, the Fire Company covenants and agrees upon its part that it will file with the Town Clerk of the Town of Windsor a list containing the names of all its members and that it will keep such list current at all times by informing and advising of any changes in said membership.

6. During the existence of this contract, the Fire Company agrees to secure and maintain suitable insurance, at its own expense, protecting the said Town from liability from any personal injury, or property damage. Further, the Fire Company agrees to provide at its own expense and maintain insurance protecting the said Town and the Fire Protection Districts against all liability and damages to members of the general public for injuries and damages to person or property suffered from the motor vehicles of the Fire Company while proceeding to and from calls and fires within the said protection districts. The insurance shall be in these amounts listed in Schedule "B."

7. The Fire Company covenants and agrees to extend to the Town complete and full cooperation in securing any additional insurance to protect and indemnify the Town against claims by members of the Fire Company or their families or any other person against the Town arising out of injuries or damages occasioned by the terms and conditions of this contract.

The Fire Company agrees to indemnify, defend, and hold harmless the Town, it's officers, employees, and agents from any and all claims, lawsuits, judgments, decisions, and all other incidents arising from claims under this contract.

8. This agreement shall continue for a period of **five years** from **January 1, 2014**, and thereafter until terminated by the service of a sixty-day notice in writing by either party hereto upon the other but in any event this contract and all terms and provisions thereunder shall terminate on

December 31, 2018. The notice herein provided shall be served by registered mail.

IN WITNESS HEREOF, the parties hereto have duly executed and delivered this agreement and have caused their corporate seals to be hereunto affixed by their duly authorized officials the day and year first above written.

TOWN OF WINDSOR

BY:

Supervisor

**BOARD OF FIRE COMMISSIONERS FOR
THE WINDSOR-COLESVILLE FIRE DISTRICT**

BY:

President

SCHEDULE "A"

AREA NO. 1 - Commencing at the eastern boundary line of the Colesville-Windsor Fire District No. 1 where such line intersects the boundary line between the Town of Windsor and Colesville; thence in an easterly direction along the boundary line between said Towns to the westerly boundary line of the Town of Sanford; thence in a southerly direction along the westerly boundary line of the Town of Sanford to the northerly boundary line of lands now or formerly of A.C. Crossley & Sons; thence in a westerly and southerly direction along said Crossley lands to the south-easterly corner of lands now or formerly of Norman Slater, Jr., thence in a westerly direction along the southerly boundary of said Slater lands and along the southerly boundary of lands now or formerly of William Ostrander to the southwesterly corner of said Ostrander lands; thence in a northerly direction along the westerly boundary of said Ostrander lands to the southerly boundary of Colesville-Windsor Fire District No. 1; thence in a northerly direction along the southerly and easterly boundary of Colesville-Windsor Fire District No. 1 to the point of beginning.

AREA NO. 2 - Commencing at a point where the westerly boundary line of Colesville-Windsor Fire District No. 1 intersects the boundary line between the Towns of Windsor and Colesville; thence in a general southerly direction along the westerly boundary of said fire district to the northerly line of lands now or formerly of Clara Lindsay; thence in a general westerly direction along said Lindsay lands to the southwesterly corner of lands now or formerly of Franklin and Larette Borden; thence in a northerly direction along the westerly boundary of said Borden lands to the southerly boundary of lands now or formerly of Edith B. Anthony; thence in a westerly direction along the southerly boundary of said Anthony lands and along the southerly boundary of lands now or formerly of A.C. Crossley & Sons, Inc., to the easterly boundary of Windsor Fire Protection District No. 2; thence in a general northerly direction along the easterly boundary of said fire protection district to the southerly boundary line of the Town of Colesville; thence in a general easterly direction along the southerly boundary line of the Town of Colesville to the point of beginning.

SCHEDULE "B"



OUAQFIR-02 MCCALLL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mang Ins Agency LLC 66 South Broad Street Norwich, NY 13815	CONTACT NAME: PHONE (A/C, No, Ext): (800) 965-6264 2577		FAX (A/C, No): (607) 334-4162
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE INSURER A : Graphic Arts Mutual Ins Co			NAIC # 25984
INSURED Ouaquaga Fire Dept PO Box 5 Windsor, NY 13865	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			1697837	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY			1697837	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Town of Windsor 124 Main St Windsor, NY 13865	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Public Hearing - Sewer

(Supervisor Price mentioned that postcard notification was sent to all users regarding tonight's public hearing, and it was also advertised.)

Opened At: 7:15pm.

Town Clerk noted that there was one written comment, from John & Loretta Decker, North Rd., which was received through the mail. She then read all of the enclosures.

* Gary Boyce, expressed concern about having a bond which exceeds the length of the facility. He asked if this could be looked into. Town Engineer Lake mentioned that the funding would not have been received if this was not shown. Mr. Boyce is concerned that a lot of his neighbors can not afford the sewer tax.

Supervisor Price mentioned that she called the Governor's Office, wanting to make an appointment for Councilman Bates and her to meet with a representative regarding this waste water treatment plant financial situation. She was told that she has to make the request online, which she did, and has not heard back yet. She is wondering if there is any assistance the state can give. Mr. Boyce asked the Board to consider mandating a dye test for any house that is sold in the Town of Windsor.

* Mark Lippolis, Dunbar Rd., expressed that he was astonished upon hearing that, even if a homeowner had an up-to-date septic, they were forced to be part of the system. He wondered if there could be a waiver for those that have an approved system already. Attorney Sacco mentioned that one can't be in a district, and not be part of the district.

* Tim Walters, Buttercup Hill Rd, mentioned that he, too, feels that the rising cost of the sewer bill is a huge burden.

* Tony Stracuzzi, Riley Rd, wanted assurance that when people aren't paying the sewer bill within the given timeframe, that we are, in fact, collecting a penalty. Supervisor Price answered in the affirmative.

Public Hearing Closed At: 8:03pm

**Town of Windsor, County of Broome, State of New York
A RESOLUTION ADOPTING THE 2014 SEWER BILLING RATES
FOR MUNICIPAL SEWER USERS IN THE TOWN OF WINDSOR**

Resolution # 40-2013

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

At a Public Hearing/Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 6th day of November, 2013, the following resolution was

OFFERED BY: Councilman Bates

SECONDED BY: Councilwoman Hawk-Shuler

Whereas, the Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town"), on the 6th day of November, 2013, commencing at 7:00 PM at the Windsor Town Hall, duly held a public hearing on the Year 2014 sewer billing rates for municipal sewer users, and

Whereas, the Town Board heard all persons desiring to be heard in the matter of sewer rates, and this topic was fully discussed and considered by the Town Board,

NOW, THEREFORE, the Town Board of the Town of Windsor, duly convened in special session, does hereby resolve as follows:

- 2014 Quarterly fee (Occupied): \$ 222.84
- 2014 Quarterly fee (Vacant): \$ 141.38
- 2014 Quarterly fee (Government/School): \$ 217.36

This billing change will become effective with the first billing of the year 2014; March 2014.

Vote of the Board:

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

Resolution Adopted: November 6, 2013

Public Hearing - Budget

Opened At: 8:04pm

No written comments.

Supervisor Price reported that the total budget increase is 3.22%, and that the tax levy increase is 1.92%.

The tax levy limit, set by the State of New York, is \$1,254,416. Our actual tax levy (without the fire districts) is \$1,089,525. We are below the tax cap by \$164,891.

No public comments regarding the budget.

Public Hearing Closed At: 8:06pm

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
RESOLUTION # 41-2013**

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

TITLE: Resolution to exempt the Village of Windsor from Machinery, Snow, and Misc Taxes for the 2014 Budget Year

OFFERED BY: Councilman McIntyre

SEC. BY: Councilman West

IT IS HEREBY RESOLVED, by the Town Board of the Town of Windsor, New York that the Village of Windsor is exempt from Machinery, Snow, and Misc. Taxes in the 2014 Town of Windsor Budget.

Vote of the Board:

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

Date Adopted: November 6, 2013

Effective Date: January 1, 2014

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
RESOLUTION # 42-2013**

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

Title: Resolution for the application of Sales Tax Revenues for the tax year 2014

OFFERED BY: Councilman West

SEC. BY: Councilwoman Hawk-Shuler

IT IS HEREBY RESOLVED, by the Town Board of The Town of Windsor, Broome County, New York, that the Town of Windsor elects Not To reduce the County Tax Levy by the application of sales tax revenues.

Vote of the Board:

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

DATE ADOPTED: November 6, 2013

EFFECTIVE DATE: JANUARY 1, 2014

Town of Windsor, County of Broome, State of New York
**A RESOLUTION ADOPTING THE ANNUAL BUDGET OF THE TOWN OF WINDSOR FOR THE YEAR 2014
Resolution # 43-2013**

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 6th day of November, 2013, the following resolution was

OFFERED BY: Councilman McIntyre

SECONDED BY: Councilman Bates

Whereas, the Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town"), on the 6th day of November, 2013, commencing at 7:00 PM at the Windsor Town Hall, duly held a public hearing on the Town Year 2014 recommended final budget submitted and approved by the Town Board and filed with the Town Clerk of the Town for the fiscal year commencing January 1, 2014, and

Whereas, the Town Board heard all persons desiring to be heard in the matter, and the matter of the said budget for the Town for such fiscal year was fully discussed and considered by the Town Board,

NOW, THEREFORE, the Town Board of the Town, duly convened in special session, does hereby resolve as follows:

Section 1. The said year 2014 recommended final budget of the Town of Windsor submitted, approved, and filed, as aforesaid, be and the same is hereby adopted and established as the year 2014 annual budget for the Town of Windsor for the fiscal year beginning January 1, 2014. Said annual budget as so adopted and established shall be entered in detail in the minutes of the proceedings of the Town Board.

Section 2. The Town Clerk of the Town shall prepare and certify, as provided by law, duplicate copies of the said Town annual budget hereby adopted and established, and shall deliver one of such copies to the Supervisor of the Town; and the said Supervisor of the Town shall present such copy to the Board of Legislators of the County of Broome as required by law.

Section 3. This resolution shall take effect immediately.

Vote of the Board:

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

Motion Approved.

Resolution Adopted: November 6, 2013

PUBLIC COMMENT:

(Supervisor Price outlined the guidelines of public comment.)

None.

RECOGNITION:

Supervisor Price recognized/thanked the Window on the Arts "team" for providing an outstanding festival and celebrating the arts.

APPROVAL OF MINUTES:

Motion By: Councilman McIntyre Sec. By: Councilwoman Hawk-Shuler

To approve the minutes of the 10/2/2013 Public Hearing & Regular Meeting as submitted.

Vote of the Board:

- Supervisor Price - AYE
- Councilman West - AYE
- Councilman Bates - AYE
- Councilwoman Hawk-Shuler - AYE
- Councilman McIntyre - AYE

Motion Approved.

FINANCIAL REPORT:

Motion By: Councilman West Sec. By: Councilman Bates

- To pay: * General Fund Vouchers #504 through #551, totaling \$18,731.17 (Voucher #541, in the amount of \$37,000 was pulled prior to the Board Meeting); and
- * Highway Fund Vouchers #448 through #483, totaling \$110,319.08; and
 - * Sewer Operating Fund Vouchers #76 through #85, totaling \$4,638.14; and
 - * Trust and Agency Vouchers #64 through #75, totaling \$317,668.55;
 - * Seward Road Project Voucher #15, totaling \$2,414.00. (Voucher #16, in the amount of \$122,616 was pulled by Supervisor Price prior to the Board Meeting.)

Vote of the Board:

- Supervisor Price - AYE
- Councilman West - AYE
- Councilman Bates - AYE
- Councilwoman Hawk-Shuler - AYE
- Councilman McIntyre - AYE

Motion Approved.

Supervisor Price and Councilwoman Hawk-Shuler spoke regarding election costs/chargebacks. Price referenced a letter from John Bernardo, Deputy County Executive. Hawk-Shuler spoke on an e-mail which she wrote to Bernardo. Discussion about number of polling places.

COMMITTEE/DEPARTMENT HEAD REPORTS:

ASSESSOR: Report submitted.

DOG CONTROL:

Motion By: Councilman Bates Sec. By: Councilwoman Hawk-Shuler

To adopt Resolution #44-2013, as amended (removing the word "Reserve" from the account description).

Vote of the Board:

- Supervisor Price - AYE
- Councilman West - AYE
- Councilman Bates - AYE
- Councilwoman Hawk-Shuler - AYE
- Councilman McIntyre - AYE

Motion Approved.

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
RESOLUTION #44-2013**

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

At a Regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 6th day of November, 2013, the following resolution was

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

IT IS HEREBY RESOLVED by the Town Board of the Town of Windsor that an Account for Dog Enumeration be established

Vote of the Board:
AYE - Supervisor Carolyn W. Price
AYE - Councilman George B. West
AYE - Councilman Timothy J. Bates
AYE - Councilwoman Lesa Hawk-Shuler
AYE - Councilman William J. McIntyre

Motion Approved.
Resolution Adopted: November 6, 2013

DCO Bronson reported that, just as the 90-day warranty expired on the newly purchased (used) dog van, there was work that needed to be done (two calipers, two rotars, the sets of pads), which totaled \$322 (\$117 labor & \$205). The work was done by Dependable Auto (where the van was purchased), and the amount due was written off.

HIGHWAY:

Hwy Superintendent Kohlbach reported that there is a set of stairs that can be sold.

Motion By: Councilman West **Sec. By: Councilman Bates**

To declare the mentioned set of stairs as surplus.

Vote of the Board:
Supervisor Price - AYE
Councilman West - AYE
Councilman Bates - AYE
Councilwoman Hawk-Shuler - AYE
Councilman McIntyre - AYE

Motion Approved.

Motion By: Councilman West **Sec. By: Councilwoman Hawk-Shuler**

To advertise the stairs in the legal newspaper, with no minimum.

Vote of the Board:
Supervisor Price - AYE
Councilman West - AYE
Councilman Bates - AYE
Councilwoman Hawk-Shuler - AYE
Councilman McIntyre - AYE

Motion Approved.

Bids to be opened/reviewed at the next Town Board Meeting.

Engineer Lake mentioned that he has all of the slips for Seward Rd that were brought in. He asked Supervisor Price if she would like for him to hold onto them, or if she wants them. Price said that she would like them to be at the Town Hall.

HISTORY:

Meeting here tomorrow night. Will be working on a project regarding the namesake of C.R.Weeks. Working on a fundraiser. Minutes were received from the 10-3-13 History Meeting.

NATURAL GAS:

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

**A RESOLUTION AUTHORIZING THE AMENDMENT AND ASSIGNMENT OF A ROAD
USE AGREEMENT AND ADDRESSING SEQRA**

Resolution # 47-2013

PRESENT:
Supervisor Carolyn W. Price
Councilman Timothy J. Bates

Councilman George B. West
Councilman William J. McIntyre
Councilwoman Lesa Hawk-Shuler

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on 6th day of November 2013, the following resolution was

OFFERED BY: Councilman McIntyre
SECONDED BY: Councilwoman Hawk-Shuler

WHEREAS, in the summer of 2010 the Town of Windsor Town Board (“Town Board”) discussed and authorized a road use agreement with Laser Northeast Gathering Company LLC; such agreement contained specific conditions – including but not limited to a \$2,000,000 bond, consideration and an obligation by Laser to repair;

WHEREAS, during that discussion and ultimate approval, the Town reviewed the action under the State Environmental Quality Review Act; finding it to be an unlisted action under 6 NYCRR 617.2 and finding the action did not result in any significant adverse environmental impacts;

WHEREAS, Laser Northeast Gathering Company LLC is now a subsidiary of Williams Field Services Company, LLC;

WHEREAS, Williams Field Service Company, LLC has expressed the need to amend the Road Use agreement to more clearly reflect the more limited; but inclusive road usage needs of the company and to properly reflect their involvement;

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby makes a determination that the road use agreement is an Type II action under 6 NYCRR 617.5 (26); thus requiring no further analysis under SEQRA; and further

RESOLVED, that the Town Board authorizes Town’s Legal Counsel to prepare an amendment and assignment of the road use agreement;

RESOLVED, the assignment and amendment to the road use agreement shall be in a form approved by Town’s Legal Counsel and contain compensation for the assignment and amendment in amount approved by the Town Board;

RESOLVED, the assignment and amendment to the road use agreement shall also require a new bond in the amount of \$2,000,000 to provide coverage during the 12 month post repair/construction period - as stated in the original road use agreement; this bond is to provide coverage for the road repairs just completed and is to replace the current bond in the Town’s possession; such current bond can be surrendered upon receipt of a satisfactory new bond;

RESOLVED, the assignment and amendment to the road use agreement shall also require an additional new bond; in an amount to be set by the Town Engineer; based upon the proposed more limited road usage; and that such new additional bond shall also remain in effect for 12 months post any construction, repair or rehabilitation;

RESOLVED, that any changes in road usage due to any cause including but not limited to modifications to the compressor station and/or pipeline, the addition of new compressors, the addition of any pipeline(s) and the change in capacity in said pipeline(s) shall require that Williams Field Services Company, LLC; (or any successor, assign or related applicant) to contact the Town and seek that the road use agreement be properly amended to reflect changes in road use; including but not limited to potential changes in road use agreement terms, consideration and bond coverage;

RESOLVED, that any modifications in corporate structure, changes in owner, or assignment of ownership of the facilities or those uses covered by or which affect the road use agreement(s) or road usage; be relayed, as soon as possible, to the Town; and that Williams Field Service Company, LLC and/or any successor assigned or related applicant properly seek the amendment or assignment of the road use agreement so that the proper party be named;

RESOLVED, that this resolution will take effect immediately.

Vote of the Board:

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

Resolution Adopted: November 6, 2013

TOWN CLERK/TAX COLLECTOR/REGISTRAR: Report submitted.

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
RESOLUTION #45-2013**

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

At a Regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **6th day of November, 2013**, the following resolution was

Offered By: Councilman Bates

Second By: Councilman West

IT IS HEREBY RESOLVED that the Town Board of the Town of Windsor authorizes the Supervisor to enter into and sign a License Issuing Agent Agreement with New York State Department of Environmental Conservation for the issuance of hunting and fishing licenses and other licenses. A copy of the proposed agreement is attached hereto.

Vote of the Board:

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

Motion Approved.

Resolution Adopted: November 6, 2013

TOWN HALL:

Councilman McIntyre reported that we've had heating issues in the Town Hall building for many years. Work was done on the furnace, and it was cleaned.

McIntyre also reported that the men's bathroom in the Town Hall will soon be remodeled. (Labor and most of the materials will be done/donated by Code Enforcement Officer David Brown and Councilman McIntyre.)

WASTEWATER TREATMENT PLANT:

At the last meeting, discussion was had regarding a grace period for paying the sewer bill. Attorney Sacco reviewed the law, and it states that the bill should be paid within 35 days, so there's already a 5-day grace period built into the law.

An audit was done to determine if the 10% penalty was charged against any account that fell within that 5-day grace period. The Town Clerk reported that the audit was done (March, 2010 to present), and that just under \$1,500 was charged in penalties for payments which were paid within the grace period.

Motion By: Councilman Bates Sec. By: Councilman McIntyre

(Per the audit) To issue a one-time credit for payments charged with a penalty, which fell within the 5-day grace period.

Vote of the Board:

Supervisor Price - AYE
Councilman West - AYE
Councilman Bates - AYE
Councilwoman Hawk-Shuler - AYE
Councilman McIntyre - AYE

Motion Approved.

Motion By: Councilman Bates

Sec. By: Councilman McIntyre

To schedule a Public Hearing for amending the Local Law regarding sewer payment dates and changing the verbiage on the grace period.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Supervisor Price mentioned that the pumping station across the street from the school had issues with a check-valve.

YOUTH & RECREATION: Report submitted.

ZONING, PLANNING & CODE ENFORCEMENT:

* ZBA minutes from 9-18-13 were submitted.

* No Planning Board minutes were submitted.

* Code Enforcement monthly report submitted.

* Building Permit Fee Schedule Report (with other Town's info for comparison) submitted for Board review. Discussion was had regarding the fee schedule. Tabled until next Board Meeting.

* Discussion regarding Public Hearing to be held on 12-4-13, regarding Tower at 190 Cresson Hill Rd.

UNFINISHED BUSINESS:

none.

NEW BUSINESS:

Motion By: Councilman McIntyre

Sec. By: Councilman Bates

To add Francis Stone, Code Enforcement, to the Roll of Honor plaque.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

UPCOMING MEETINGS:

- 12/4/13 at Windsor Town Hall, 7:00pm. Assemblyman Crouch will be here at 6:00pm to address any public concerns/questions. He will then address the Town Board at the 7:00pm meeting.

PUBLIC COMMENTS:

(Supervisor Price reminded the public about the guidelines, as read earlier.)

Mark Lippolis, Dunbar Rd., mentioned that now there is machinery working on upgrading the piping going to the Millennium line. Discussion on Road Use Agreement, with clarification/explanations by Attorney Sacco.

At 9:15pm:

Motion By: Councilman McIntyre

Sec. By: Councilman Bates

To recess for legal advice.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

At 9:16pm:

Motion By: Councilwoman Hawk-Shuler

Sec. By: Councilman McIntyre

To enter into Executive Session to discuss Collective Negotiations Pursuant to Article 14 of the Civil Service Law, and to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation, and to invite David Brown, then Rocky Kohlbach into the Executive Session.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

At 10:28 pm:

Motion By: Councilman McIntyre

Sec. By: Councilman Bates

To come out of Executive Session.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Motion By: Councilman McIntyre

Sec. By: Councilwoman Hawk-Shuler

To approve Alex Urda as Engineer for the Ostrander Road project, due to an emergency situation.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Motion By: Councilman McIntyre

Sec. By: Councilman Bates

To authorize the Supervisor to enter into a Memorandum of Agreement between the Town and the International Brotherhood of Teamsters, Local 693, regarding the use of donated sick-time for a particular employee.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

ADJOURNMENT:

Motion By: Councilman McIntyre

Sec. By: Councilwoman Hawk-Shuler

To adjourn the meeting at 10:31pm.

Vote of the Board:

Supervisor Price - AYE

Councilman West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Respectfully Submitted,

Barbara Rajner Miller, Windsor Town Clerk