

**Public Hearing & Regular Meeting of the Town Board  
Town of Windsor, New York  
November 12, 2014 7:00pm  
Town of 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 Timothy J. Bates: Present  
Councilwoman Lesa Hawk-Shuler: Present  
Councilman William J. McIntyre: Present  
Councilman Gary M. Hupman: Present  
Highway Superintendent Rocky Kohlbach: Present  
Attorney Cheryl Sacco: Present  
Engineer Ron Lake: Absent  
Town Clerk Barbara Rajner Miller: Present

Also present were: Jerry Henehan, Mark Lippolis, Scott B. Clarke, Rebecca Reed, Matt Seward, Ruth Seward, Frank Shaw, Loretta Shaw, Marcy Crawford, Dell Boyle, Jean Worden, Fred Stapleton, Hal Smith, Hazel Brandt, Scott Baker, Gary Hupman, Rick Cunningham, John Donaldson, Barton Wolford, Sue Kohlbach, Don Einstein, Elizabeth Einstein, Ron Rambo, Sr., Sue Rambo, Floyd Bronson, Cheryl Bronson, LeWayne H. Colwell, Craig Terrell, Peter Ruggieri, Alex Urda, Lou Ford and John McNulty.

Supervisor Price acknowledged and welcomed County Legislator Scott Baker.

**PUBLIC HEARING – APPROVING AN AMENDMENT TO THE CERTIFICATE OF INCORPORATION OF THE WINDSOR FIRE COMPANY – Advertised for 7:00pm:**

Attorney Sacco gave a brief overview of this Public Hearing.

Hearing Opened: 7:01pm

Hearing Closed: 7:02pm

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK  
Resolution Approving an Amendment to the Certificate of  
Incorporation of the Windsor Fire Company Inc.  
RESOLUTION # 43-2014**

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **12<sup>th</sup> day of November, 2014**, the following resolution was

**Offered By: Councilwoman Hawk-Shuler**

**Sec. By: Councilman Bates**

**WHEREAS**, a resolution was duly adopted by the Town Board of the Town of Windsor for a public hearing to be held by said Board at the Town Hall, 124 Main Street, Windsor, New York to hear all interested parties on a proposed Certificate of Amendment to the Certificate of Incorporation of The Windsor Fire Company Inc., a copy of which is attached hereto and incorporated herein; and

**WHEREAS**, the Certificate of Amendment of the Certificate of Incorporation would enable The Windsor Fire Company Inc. to obtain tax-exempt recognition from the Internal Revenue Service and receive a Determination Letter of the same; and

**WHEREAS**, the Town Board of the Town of Windsor, after due deliberation, finds it in the best interest of the Town and the Windsor Fire Company Inc. to adopt said Certificate of Amendment of the Certificate of Incorporation;

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Windsor hereby approves the Certificate of Amendment of the Certificate of Incorporation of The Windsor Fire Company Inc.;

**BE IT FURTHER RESOLVED**, the Supervisor of the Town of Windsor is hereby authorized to execute any such agreements, documents or papers as may be necessary to implement the intent and purpose of this Resolution; and **BE IT FURTHER RESOLVED**, the Town Clerk of the Town of Windsor be and hereby is directed to give due notice of the approval of the Certificate of Amendment of the Certificate of Incorporation.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

**Vote of the Board:**

Supervisor Price- AYE

Councilman McIntyre- AYE

Councilman Bates- AYE

Councilwoman Hawk-Shuler – AYE  
Vacant Council Seat  
Motion Approved.  
**Resolution Adopted: November 12, 2014**

**PUBLIC HEARING – SITE PLAN REVIEW TO PERMIT THE EXTENSION OF KNOX CEMETERY – Advertised for 7:05pm:**

Code Enforcement Officer Dave Brown gave a brief overview of this Public Hearing.  
Attorney Sacco did the SEQRA.  
Hearing Opened: 7:05pm  
Hearing Closed: 7:13pm

**Town of Windsor, County of Broome, State of New York  
A RESOLUTION APPROVING THE APPLICATION BY KNOX CEMETERY CORPORATION  
FOR SITE PLAN APPROVAL TO AUTHORIZE AN EXTENSION OF KNOX CEMETARY  
LOCATED AT 159 MOUNTAIN ROAD IN THE TOWN OF WINDSOR, COUNTY OF BROOME,  
STATE OF NEW YORK  
(TAX MAP NUMBER 150.08-1-20)**

**Resolution #48-2014**

**PRESENT:** Carolyn W. Price, Supervisor  
vacant, Councilman  
Timothy J. Bates, Councilman  
Lesia 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 **12<sup>th</sup> of November, 2014**, 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:

**WHEREAS**, the Town Board of the Town, on the 12<sup>th</sup> day of November, 2014, commencing at 7:05 p.m. at the Windsor Town Hall, 124 Main Street, Windsor, New York, duly held a public hearing to hear all interested parties on an Application for Site Plan Review of the Town of Windsor filed by Knox Cemetery Corporation requesting approval of an extension of Knox Cemetery; and

**WHEREAS**, notice of said public hearing was duly advertised in the official newspaper of the Town, and posted on the Town Clerk’s sign board; and

**WHEREAS**, said public hearing was duly held at the Windsor Town Hall at 7:05 p.m. on November 12, 2014, and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed Site Plan Review, or any part thereof.

**WHEREAS**, the Town of Windsor Planning Board deliberated and reviewed the site plan application; and the Planning Board unanimously recommended that the Town Board approve the Site Plan; and

**WHEREAS**, the Board wishes to fully comply with its obligations under the SEQRA and the regulations thereunder with respect to the proposed action;

**WHEREAS**, the Board, after due deliberation and consideration of the Planning Board’s recommendation, the public health, safety and welfare concerns, finds it in the best interest of the Town to approve said site plan; and

**NOW THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Windsor, Broome County, New York, as follows:

**RESOLVED**, the Board hereby declares itself lead agency pursuant to SEQRA.

**RESOLVED**, that the Board finds and concludes that the proposed action is an action not identified as a Type I or type II action under 6 NYCRR 617 and thus is an Unlisted action within the meaning of 6 NYCRR 617.2(ak) and therefore is subject to review under SEQRA and the regulations thereunder.

**RESOLVED**, based upon an examination of the EAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the Board’s knowledge of the area surrounding the Unlisted Project and such further investigation of the Project and its respective potential environmental impacts as the Board has deemed appropriate, the Board makes the following findings and determinations:

a. No significant adverse environmental impacts are noted in the EAF for the Project and none are known to the Board. Therefore, the Board hereby determines that the Project will not have a significant adverse environmental impact, and the Board will not require preparation of an environmental impact statement with respect to the Project; and

b. As a consequence of the foregoing, the this resolution shall serve as the Negative Declaration for the Project.

**RESOLVED**, that the Town Board does hereby approve the application.

**RESOLVED**, that this resolution will take effect immediately.

**Vote of the Board:**

Carolyn W. Price, Supervisor - AYE  
Vacant, Councilman  
Timothy J. Bates, Councilman - AYE  
Lesa Hawk-Shuler, Councilwoman - AYE  
William J. McIntyre, Councilman - AYE  
Motion Approved.

**Resolution Adopted: November 12, 2014**

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

To adopt Resolution #48-2014 amended to include, that as a condition of approval, the Town Engineer makes sure that the requirements set forth in the 239 from Broome County, be supplied.

Vote of the Board:

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

**Motion Approved.**

**PUBLIC HEARING – SITE PLAN REVIEW TO PERMIT DISCOVERY AUTOMOTIVE TO MOVE TO A LARGER (EXISTING) BUILDING – Advertised for 7:10pm:**

Attorney Sacco did the SEQRA.

Hearing Opened: 7:13pm

Hearing Closed: 7:14pm

**Town of Windsor, County of Broome, State of New York  
A RESOLUTION APPROVING THE APPLICATION BY SCOTT PIER FOR  
SITE PLAN APPROVAL TO AUTHORIZE APPLICANT TO MOVE  
DISCOVERY AUTOMOTIVE TO A LARGER (EXISTING) BUILDING  
LOCATED AT 519 OLD ROUTE 17 IN THE TOWN OF WINDSOR,  
COUNTY OF BROOME, STATE OF NEW YORK  
(TAX MAP NUMBER 182.01-1-18.12)**

**Resolution #49-2014**

**PRESENT:** Carolyn W. Price, Supervisor  
Vacant, 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 **12th of November, 2014**, the following Resolution was

**OFFERED BY:** Councilman McIntyre

**SECONDED BY:** Councilwoman Hawk-Shuler

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

WHEREAS, the Town Board of the Town, on the 12<sup>th</sup> day of November, 2014, commencing at 7:10 p.m. at the Windsor Town Hall, 124 Main Street, Windsor, New York, duly held a public hearing to hear all interested parties on an Application for Site Plan Review of the Town of Windsor filed by Scott Pier requesting approval to move Discovery Automotive to a larger (existing) building; and

WHEREAS, notice of said public hearing was duly advertised in the official newspaper of the Town, and posted on the Town Clerk's sign board; and

WHEREAS, said public hearing was duly held at the Windsor Town Hall at 7:10 p.m. on November 12, 2014, and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed Site Plan Review, or any part thereof.

WHEREAS, the Town of Windsor Planning Board deliberated and reviewed the site plan application; and the Planning Board unanimously recommended that the Town Board approve the Site Plan; and

WHEREAS, the Board wishes to fully comply with its obligations under the SEQRA and the regulations thereunder with respect to the proposed action;

WHEREAS, the Board, after due deliberation and consideration of the Planning Board's recommendation, the public health, safety and welfare concerns, finds it in the best interest of the Town to approve said site plan; and

NOW THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Windsor, Broome County, New York, as follows:

RESOLVED, the Board hereby declares itself lead agency pursuant to SEQRA.

RESOLVED, that the Board finds and concludes that the proposed action is an action not identified as a Type I or type II action under 6 NYCRR 617 and thus is an Unlisted action within the meaning of 6 NYCRR 617.2(ak) and therefore is subject to review under SEQRA and the regulations thereunder.

RESOLVED, based upon an examination of the EAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the Board's knowledge of the area surrounding the Unlisted Project and such further investigation of the Project and its respective potential environmental impacts as the Board has deemed appropriate, the Board makes the following findings and determinations:

a. No significant adverse environmental impacts are noted in the EAF for the Project and none are known to the Board. Therefore, the Board hereby determines that the Project will not have a significant adverse environmental impact, and the Board will not require preparation of an environmental impact statement with respect to the Project; and

b. As a consequence of the foregoing, the this resolution shall serve as the Negative Declaration for the Project.

RESOLVED, that the Town Board does hereby approve the application.

RESOLVED, that this resolution will take effect immediately.

**Vote of the Board:**

Carolyn W. Price, Supervisor - AYE

Vacant , Councilman

Timothy J. Bates, Councilman - AYE

Lesa Hawk-Shuler, Councilwoman - AYE

William J. McIntyre, Councilman - AYE

Motion Approved.

**Resolution Adopted: November 12, 2014**

**PUBLIC COMMENT:**

(Supervisor Price outlined the guidelines of public comment.)

- Scott Clarke, Dodd Rd: Read a quote from the Compendium that he submitted to the Town Board during a prior Board Meeting. It is Mr. Clarke's opinion that all Windsor residents should continue to educate themselves about the advantages and disadvantages of high volume horizontal hydrofracking, a relatively new process. He stated that there will be a Compendium update in January, 2015.
- Matt Seward, Haskins Rd, Kirkwood: Stated that he owns land in the Town of Windsor. Stated facts regarding existing vertical fracking wells in NYS. Only 3 out of 15,000 wells suffered problems, due to the age of the wells. Mr. Seward expressed that at such a rate, the benefits far outweigh the costs. He has friends and family in Pennsylvania; none of which have any problems as a result of the fracking.
- Peter Ruggieri, Dire Rd: Wondered if there was going to be a representative from Thoma Consultants speaking in regards to the survey, and if the public was going to be able to pose questions to that person. Supervisor Price mentioned that there is a representative from Thoma here tonight, discussing the results of the survey with the Board, and that the public will not be engaging in that discussion.

**APPROVAL OF MINUTES:**

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

To approve the minutes of the October 1, 2014 Regular Meeting, as submitted.

Vote of the Board:

Supervisor Price - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

**Motion Approved.**

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

To approve the minutes of the October 6, 2014 Public Hearing Meeting, as submitted.

Vote of the Board:

Supervisor Price - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

**Motion Approved.**

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

To approve the minutes of the October 29, 2014 Special Meeting, as submitted.

Vote of the Board:

Supervisor Price - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

**Motion Approved.**

**FINANCIAL REPORT:**

\* October, 2014 Financial Report distributed.

**Motion By: Councilman McIntyre**

**Sec. By: Councilwoman Hawk-Shuler**

To approve bills for payment:

- General Fund Vouchers #470 through #530, totaling \$25,899.97;
- Sewer O&M Vouchers #70 through #75, totaling \$4,048.06;
- Highway Fund Vouchers #365 through #415, totaling \$40,562.24;
- Trust and Agency Vouchers #55 through #63, totaling \$343,215.27.

Vote of the Board:

Supervisor Price - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

**Motion Approved.**

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

**\*RESOLUTION # 36-2014\***

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 12th day of November, 2014, there were:

- Present:
- Carolyn W. Price, Supervisor
  - Timothy J. Bates, Councilman
  - Lesa Hawk-Shuler, Councilwoman
  - William J. McIntyre, Councilman
  - Vacant Council Seat

**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 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, 2014, 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 29th day of October, 2014, 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 **Councilman Bates** and duly put to a vote which resulted as follows:

**Vote of the Board:**

Supervisor Carolyn W. Price - AYE

Councilman Timothy J. Bates - AYE

Councilwoman Lesa Hawk-Shuler- AYE

Councilman William J. McIntyre - AYE

Vacant Council Seat

**Motion Approved.**

**Resolution Adopted: November 12, 2014**

## AGREEMENT

Agreement made this 12<sup>th</sup> day of November, 2014, 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 **2015..... \$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, 2015 through December 31, 2015.

**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

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.

**RESOLUTION OF THE TOWN BOARD OF THE  
TOWN OF WINDSOR  
AUTHORIZING A FIRE PROTECTION CONTRACT WITH  
THE WEST WINDSOR FIRE COMPANY, INC.  
\*RESOLUTION # 37-2014\***

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 12<sup>th</sup> day of November, 2014, there were:

- Present: Carolyn W. Price, Supervisor
- Timothy J. Bates, Councilman
- Lesa Hawk-Shuler, Councilwoman
- William J. McIntyre, Councilman
- Vacant Council Seat

Councilman Bates 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, 2014, 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 29th day of October, 2014, 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 Councilwoman Hawk-Shuler and duly put to a vote which resulted as follows:

**Vote of the Board:**

- Supervisor Carolyn W. Price - AYE
- Councilman Timothy J. Bates - AYE
- Councilwoman Lesa Hawk-Shuler- AYE
- Councilman William J. McIntyre - AYE
- Vacant Council Seat

**Motion Approved.**

**Resolution Adopted: November 12, 2014**

**AGREEMENT**

**AGREEMENT**, made this 12<sup>th</sup> day of November, 2014, 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 12<sup>th</sup> day of November, 2014, 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 **2015** ..... **\$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, 2015, and terminating on December 31, 2015.

**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 8<sup>th</sup>, 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.

**Town of Windsor, County of Broome, State of New York**  
**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WINDSOR**  
**AUTHORIZING A FIRE PROTECTION CONTRACT WITH**  
**GREAT BEND HOSE CO. No. 1, INC.**  
**Resolution #38-2014**

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 12<sup>th</sup> day of November, 2014, at 7:00 PM, there were:

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

**OFFERED BY:** Councilwoman Hawk-Shuler

**SECONDED BY:** Councilman Bates

**WHEREAS**, there has been duly established in the said Town of Windsor, a fire protection district No. 4 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 12th. Day of May, 1953, and;

**WHEREAS**, the Town of Windsor has a contract with the Great Bend Hose Co. No. 1, Inc. for the furnishing of fire protection to Windsor Fire Protection District No. 4, which contract expires on December 31, 2014, and;

**WHEREAS**, the said Great Bend Hose Co. No. 1, 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. 4, and;

**WHEREAS**, due notice was given that a public hearing was held in the Town Hall, at 124 Main Street, on the 29<sup>th</sup> day of October, 2014 at 7:00 PM, to consider a contract for the furnishing of fire protection 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 Great Bend Hose Co. No. 1, Inc., for the furnishing of fire protection to the Windsor Fire Protection District No. 4, 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 Great Bend Hose Co. No., Inc., for the furnishing of fire protection to Windsor Fire Protection District No. 4, 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:

Carolyn W. Price, Supervisor - AYE  
William J. McIntyre, Councilman - AYE  
Timothy J. Bates, Councilman - AYE  
Lesla Hawk-Shuler, Councilwoman - AYE  
Vacant Council Seat

Motion Approved.

**Resolution Adopted: November 12, 2014**

**AGREEMENT**

**AGREEMENT**, made this 12<sup>th</sup> day of November, 2014 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 Great Bend Hose Co. No. 1, Inc., a non-profit corporation organized and existing under the laws of the State of Pennsylvania, with its principal office located in the Borough of Great Bend, Susquehanna County, Pennsylvania, 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. 4, 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 12th day of May, 1953, 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 the fire protection to and for Windsor Fire Protection District No. 4, upon the terms and provisions herein set forth.

**NOW, THEREFORE**, the Town does hereby engage the Fire Company to furnish fire protection for Windsor Fire Protection District No. 4 and the Fire Company hereby agrees to furnish such protection 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 when notified of a fire within the said district, 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 the 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. 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 dollars, (\$5,000.00), for a period of one year commencing on January 1, 2015, and terminating on

December 31, 2015. The Town covenants and agrees to pay the same on or about the 1st day of March during the term of this contract.

3. 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.

4. 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,

5. The Fire Company covenants and agrees that if during the existence of this contract the laws of the State of Pennsylvania shall be so changed, amended or altered that volunteer firemen, fire departments and/or fire companies of New York State rendering service in the State of Pennsylvania are granted benefits which are substantially equivalent and similar to those granted by the Volunteer Firemen’s Benefit Law of New York to volunteer firemen, fire departments and companies of other states, the Fire Company will promptly notify the Town by written notice directed to the Supervisor of said Town by registered mail and further, in the event of any such change, the Fire Company covenants and agrees to extend to the Town complete and full cooperation in securing 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 in connection with fires in the Windsor Fire Protection District No. 4. In the event that such insurance shall become necessary, the cost thereof, whether obtained by the Town or the Fire Company, shall be borne by said Fire Protection District No. 4.

6. This agreement shall be a one year contract, commencing on **January 1, 2015**. No changes will be made in this contract unless mutually agreed upon by both the Town and the Fire Company.

**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

**Great Bend Hose Co. No. 1, Inc.**

**BY:** \_\_\_\_\_  
President

**Town of Windsor, County of Broome, State of New York  
A RESOLUTION ADOPTING THE 2015 SEWER BILLING RATES  
FOR MUNICIPAL SEWER USERS IN THE TOWN OF WINDSOR  
Resolution # 39-2014**

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

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the **12th day of November, 2014**, 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 **29th day of October, 2014**, commencing at 7:00 PM at the Windsor Town Hall, duly held a public hearing on the Year **2015 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:

- 2015 Quarterly fee (Occupied): \$ 222.84
- 2015 Quarterly fee (Vacant): \$ 141.38
- 2015 Quarterly fee (Government/School): \$ 217.36

This billing change will become effective with the first billing of the year 2015; March 2015.

**Vote of the Board:**

Supervisor Carolyn W. Price – AYE  
Councilman Timothy J. Bates – AYE  
Councilwoman Lesa Hawk-Shuler – AYE  
Councilman William J. McIntyre – AYE  
Vacant Council Seat

Motion Approved.

**Resolution Adopted: November 12, 2014**

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK  
RESOLUTION # 40-2014**

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

**TITLE:** Resolution to exempt the Village of Windsor from Machinery, Snow, and Misc Taxes for the **2015** Budget Year

**OFFERED BY: Councilman McIntyre**  
**SEC. BY: Councilwoman Hawk-Shuler**

**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 2015 Town of Windsor Budget.

**Vote of the Board:**

Supervisor Carolyn W. Price - AYE  
Councilman Timothy J. Bates - AYE  
Councilwoman Lesa Hawk-Shuler - AYE  
Councilman William J. McIntyre - AYE  
Vacant Council Seat

**Date Adopted: November 12, 2014**

**Effective Date: January 1, 2015**

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK**  
**RESOLUTION # 41-2014**

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

**Title: Resolution for the application of Sales Tax Revenues for the tax year 2015.**

**OFFERED BY: Councilman Bates**

**SEC. BY: Councilman McIntyre**

**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 - AYE  
Councilman Timothy J. Bates - AYE  
Councilwoman Lesa Hawk-Shuler - AYE  
Councilman William J. McIntyre - AYE  
Vacant Council Seat

**DATE ADOPTED: November 12, 2014**

**EFFECTIVE DATE: JANUARY 1, 2015**

**Town of Windsor, County of Broome, State of New York**  
**A RESOLUTION ADOPTING THE ANNUAL BUDGET OF THE TOWN OF WINDSOR FOR THE YEAR 2015**  
**Resolution # 42-2014**

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

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 12<sup>th</sup> day of November, 2014, 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 29<sup>th</sup> day of October, 2014, commencing at 7:00 PM at the Windsor Town Hall, duly held a public hearing on the Town Year 2015 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, 2015, 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 2015 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 2015 annual budget for the Town of Windsor for the fiscal year beginning January 1, 2015. 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 Timothy J. Bates – AYE  
Councilwoman Lesa Hawk-Shuler – AYE  
Councilman William J. McIntyre – AYE  
Vacant Council Seat



- Engineer Alex Urda gave an update on the Ostrander Road Project.

**NEW BUSINESS:**

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

**APPOINT GARY HUPMAN TO A VACANT POSITION ON THE TOWN BOARD, ENDING ON DECEMBER 31, 2014**

**Resolution #46-2014**

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **12<sup>th</sup> day of November, 2014**, the following resolution was

**OFFERED BY:** Councilman McIntyre

**SECONDED BY:** Councilwoman Hawk-Shuler

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. The Town Board of the Town of Windsor currently has a vacant seat.

Section 2. At the November 2014 election, the people of the Town of Windsor voted for Gary Hupman, who is not currently on the Town Board; the other victorious Town Board candidate currently sits on the Board.

Section 3. As the Board currently has a vacant seat until December 31, 2014, the Town finds it in the best interest to appoint Gary Hupman to the vacant seat on the Town Board.

Section 4. The Clerk is respectfully asked to administer the oath of office for Gary Hupman.

Section 5. This Resolution shall take effect immediately.

**Vote of the Board:**

Supervisor Carolyn W. Price - AYE  
 Councilman vacant  
 Councilman Timothy Bates - AYE  
 Councilman Lesa Hawk-Shuler - AYE  
 Councilman William McIntyre - AYE

Motion Approved.

**Resolution Adopted: November 12, 2014**

Oath of Office administered to Councilman Gary Hupman, by Town Clerk Barbara Rajner Miller.  
 Councilman Hupman extended his thanks for support during the election.

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

**AUTHORIZING THE SUPERVISOR TO HIRE BOND COUNSEL**

**Resolution #44-2014**

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **12<sup>th</sup> day of November, 2014**, 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:

**WHEREAS**, the Town of Windsor requires the professional services of bond counsel for certain projects; and

**WHEREAS**, the services do not require competitive bidding as they are professional services and are necessary for the project; and

**WHEREAS**, the action contemplated by this Resolution is a type II action under the State Environmental Quality Review Act, 6 NYCRR Section 617.5 (21 and 23) and no environmental review is necessary; and

**NOW THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Windsor, after review and discussion, hereby authorizes the Supervisor of the Town to retain Hawkins Delafield & Wood LLP to act as outside bond counsel and to prepare documents necessary to achieve a restructuring existing borrowing with and through the Environmental Facilities Corporation.

**FURTHER RESOLVED**, this resolution shall take effect immediately

**Vote of the Board:**

AYE - Supervisor Carolyn W. Price  
 Councilman vacant  
 AYE - Councilman Timothy Bates  
 AYE - Councilman Lesa Hawk-Shuler  
 AYE - Councilman William McIntyre

Motion Approved.

**Resolution Adopted: November 12, 2014**

**Motion By: Councilman McIntyre**

**Sec. By: Councilman Bates**

To table Resolution #45-2014 (Hire and Authorize the Supervisor to Sign the Attached Agreement for Fiscal Advisors).

Vote of the Board:

Supervisor Price - AYE

Councilman Hupman -AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

**Motion Approved.**

**Town of Windsor, County of Broome, State of New York  
RESOLUTION APPOINTING THE CONRAD AGENCY, IN WINDSOR, NY  
AS BROKER FOR RETIREE HEALTH INSURANCE**

**Resolution #47-2014**

**PRESENT:** Supervisor Carolyn W. Price  
Councilman Gary M. Hupman  
Councilman Timothy Bates  
Councilman Lesa Hawk-Shuler  
Councilman William McIntyre

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 12<sup>th</sup> day of November, 2014, the following resolution was

**OFFERED BY:** Councilwoman Hawk-Shuler

**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. The Town Board of the Town of Windsor needs to find appropriate and cost effective insurance for those eligible for insurance.

Section 2. The Town hereby finds that it is in the Town's best interest to appoint the Conrad Agency located in Windsor, NY as Broker for retiree health insurance.

Section 3. This Resolution shall take effect immediately.

**Vote of the Board:**

Supervisor Carolyn W. Price - AYE  
Councilman Gary M. Hupman -AYE  
Councilman Timothy Bates - AYE  
Councilman Lesa Hawk-Shuler - AYE  
Councilman William McIntyre - AYE

Motion Approved.

**Resolution Adopted: November 12, 2014**

**Town of Windsor, County of Broome, State of New York  
RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH  
BROOME COUNTY – INFORMATION TECHNOLOGY SERVICES**

**Resolution #50-2014**

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 12<sup>TH</sup> day of November, 2014, the following resolution was

**OFFERED BY:** Councilperson McIntyre

**SECONDED BY:** Councilperson Bates

This agreement is between Broome County Division of Information Technology and Town of Windsor for the year 2014-2015

**Introduction:**

The purpose of this service agreement is to define the service expectations for maintenance and support for the *Town of Windsor*. This service agreement is intended to document the understanding between the *Town of Windsor* and Broome County regarding the type and level of services that the Broome County Division of Information Technology will provide.

**Summary of Services:**

Broome County IT will provide support for *Town of Windsor* for the following *services* according to the responsibilities, performance measurements and costs listed below.

**Terms of Agreement:**

This service agreement is for minimum of one (1) year, starting **January 1, 2014** (or upon this agreement being signed by both parties) and ending **December 31, 2015**. This agreement may be renewed at the end of this term by agreement of both the *Town of Windsor* and Broome County IT.

In cases of disasters due to the "acts of god" or other *Town of Windsor* system or equipment failure, Broome County IT is not financially responsible for the replacement of components or time and materials associated with this agreement.

All changes to this agreement must be authorized in writing by both the *Town of Windsor* and Broome County. If Broome County finds it necessary to alter this agreement due to a change in network and/or Internet connectivity, it will notify *Town of Windsor* ninety (90) days in advance.

Responsibilities:

**Broome County, through its Division of Information Technology:**

- 1. Will maintain and support the mobile data environment for *Town of Windsor*.

***Town of Windsor* :**

- 1. Provide Broome County IT telephone and e-mail contact information with a representative of the *Town of Windsor* or their agent. This person must be available to work with Broome County IT when necessary to help resolve any issues.

Performance Measurements:

**Support and Maintenance:**

Broome County IT will respond within one (1) business day to all problems associated with the services provided and will schedule a time to fix the problem based on its severity and impact to daily functions. Broome County IT will provide Helpdesk support at (607) 778-2483 from 8:00am to 5:00pm Monday through Friday, excluding holidays.

- Network and Desktop support will be billed at \$50.00/hour. One hour minimum charged.

Indemnification:

The *Town of Windsor* and County each agree as follows:

- 1. The *Town of Windsor* shall not be liable or financially responsible, in any way, for County hardware, software, peripheries, equipment, supplies, etc. located at County sites.
- 2. Likewise, the County shall not be liable or financially responsible, in any way for *Town of Windsor* hardware, software, peripheries, equipment, supplies, etc. located at *Town of Windsor* sites.
- 3. The *Town of Windsor* shall defend, indemnify, and save and hold harmless the County and any of its officers, agents, and employees from and against any and all losses, claims, damages, costs, judgments, lawsuits, expenses, risks of loss or liability of whatever nature arising out of injuries to persons or property of whatever kind or nature as a result of negligence on the part of the *Town of Windsor* as the County provides services pursuant to this agreement.
- 4. The County shall defend, indemnify, and save and hold harmless the *Town of Windsor* and any of its officers, members, agents, and employees from and against any and all losses, claims, damages, costs, judgments, lawsuits, expenses, risks of loss or liability of whatever nature arising out of injuries to persons or property of whatever kind or nature as a result of negligence on the part of the County as the County provides services pursuant to this agreement.

Liability:

In cases of disasters due to the "acts of god" or other *Town of Windsor* system or equipment failure, Broome County IT is not financially responsible for the loss of data, replacement of components, or time and materials associated with this agreement.

Broome County IT will make every effort to maintain and have the services available to the *Town of Windsor*, but is not financially responsible for any lost time due to system unavailability or outages.

Authorizations:

By signing below, the parties enter into full agreement with this SLA (Service Level Agreement). The signing Parties affirm that they are authorized agents for their respective agencies and are entitled to enter into such an agreement.

Broome County : Signature:	<i>Town of Windsor</i> Signature:
Print Name:	Print Name:
Date:	Date:

**Vote of the Board:**

- Supervisor Carolyn W. Price - AYE
- Councilman Timothy J. Bates - AYE
- Councilwoman Lesa Hawk-Shuler - AYE
- Councilman William J. McIntyre- AYE
- Councilman Gary M. Hupman - AYE

**DATE ADOPTED: November 12, 2014**

**UPCOMING MEETINGS:**

- Regular Meeting: Wednesday, December 10, 2014, at 7:00pm, at the Windsor Town Hall.

**PUBLIC COMMENTS:**

- Mark Lippolis, 330 Dunbar Rd: wondered about the status of the speed limit reduction request that was submitted. Town Clerk Miller stated that the Town of Windsor received notification that it was forwarded on to the State level.
- Mark Lippolis: wanted to know how dog control worked after hours. DCO Bronson reviewed the appropriate phone numbers to call.

**Motion By: Councilman McIntyre**

**Sec. By: Councilman Bates**

To enter into Executive Session for matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or persons.

Vote of the Board:

Supervisor Price - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

**Motion Approved.**

**Motion By: Councilman McIntyre**

**Sec. By: Councilman Bates**

To return from Executive Session.

Vote of the Board:

Supervisor Price - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

**Motion Approved.**

**ADJOURNMENT:**

**Motion By: Councilman Bates**

**Sec. By: Councilman Hupman**

To adjourn the meeting.

Vote of the Board:

Supervisor Price - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

**Motion Approved.**

Respectfully Submitted,  
Barbara Rajner Miller, Windsor Town Clerk