

**Public Hearing & Regular Meeting of the Town Board
Town of Windsor, New York
November 4, 2015 7:00pm
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
Deputy Supervisor William J. McIntyre: Present
Councilman Timothy J. Bates: Present
Councilwoman Lesa Hawk-Shuler: Present
Councilman Gary M. Hupman: Present
Highway Superintendent Rocky Kohlbach: Present
Attorney Cheryl Sacco: Present
Engineer Ron Lake: Present
Town Clerk Barbara Rajner Miller: Present

Also present were: Shelly Johnson-Bennett, Code Enforcement Officer David Brown, Scott B. Clarke, Craig Terrell, Jerry Launt, John West, Elizabeth Einstein, Don Einstein, Marcella Crawford, Jerry Henehan, Floyd Bronson, Cheryl Bronson and Ron Rambo.

PUBLIC HEARING – FIRE (Advertised for 7:00pm)

Hearing Opened: 7:00pm

No input from public regarding this Hearing.

Hearing Closed: 7:01pm

TOWN BOARD OF THE TOWN OF WINDSOR

AUTHORIZING A FIRE PROTECTION CONTRACT WITH

THE WINDSOR FIRE COMPANY, INC.

RESOLUTION # 18-2015

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 **4th day of November, 2015**, there were:

Present: Carolyn W. Price, Supervisor

William J. McIntyre, Deputy Supervisor

Timothy J. Bates, Councilman

Lesla Hawk-Shuler, Councilwoman

Gary M. Hupman, Councilman

Deputy Supervisor 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, 2015**, 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 **4th day of November, 2015**, 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
- Deputy Supervisor William J. McIntyre - AYE
- Councilman Timothy J. Bates - AYE
- Councilwoman Lesa Hawk-Shuler- AYE
- Councilman Gary M. Hupman - AYE

Motion Approved.

Resolution Adopted: November 4, 2015

CERTIFICATION

I, Barbara Rajner Miller, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on the **4th day of November, 2015**. Said resolution was adopted by the following roll call vote:

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

Dated: _____

[Town of Windsor Seal]

Barbara Rajner Miller

Town Clerk of the Town of Windsor

AGREEMENT

Agreement made this **4th day of November, 2015**, 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

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 with in 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 2016..... \$120,401

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, 2016 through December 31, 2016.**

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.

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

RESOLUTION # 19-2015

At a Public Hearing HearinMeeting 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 4th day of November, 2015, there were:

Present: Carolyn W. Price, Supervisor

William J. McIntyre, Deputy Supervisor

Timothy J. Bates, Councilman

Lesa Hawk-Shuler, Councilwoman

Gary M. Hupman, Councilman

Deputy Supervisor 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, 2015, 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 4th day of November, 2015, 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 Hupman** and duly put to a vote which resulted as follows:

Vote of the Board:

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

Motion Approved.

Resolution Adopted: November 4, 2015

CERTIFICATION

I, Barbara Rajner Miller, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on the **4th day of November, 2015**. Said resolution was adopted by the following roll call vote:

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

Dated: _____

[Town of Windsor Seal]

Barbara Rajner Miller
Town Clerk of the Town of Windsor

AGREEMENT

AGREEMENT, made this 4th day of November, 2015, 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 4th day of November, 2015, 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 2016 \$111,220

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, 2016, and terminating on December 31, 2016.**

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.

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 #20-2015

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 **4th** day of **November, 2015**, at **7:00 PM**, there

were:

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

OFFERED BY: Deputy Supervisor McIntyre

SECONDED BY: Councilwoman Hawk-Shuler

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, 2015, 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

4th day of November, 2015 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, Deputy Supervisor – AYE
- Timothy J. Bates, Councilman - AYE
- Lesa Hawk-Shuler, Councilwoman - AYE
- Gary M. Hupman, Councilman - AYE

Motion Approved.

Resolution Adopted: November 4, 2015

CERTIFICATION

I, Barbara Rajner Miller, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on the 4th day of November, 2015. Said resolution was adopted by the following roll call vote:

- Carolyn W. Price, Supervisor, AYE
- William J. McIntyre, Deputy Supervisor, AYE

Timothy J. Bates, Town Councilman, AYE

Lesa Hawk-Shuler, Town Councilwoman, AYE

Gary M. Hupman, Town Councilman, AYE

Dated: _____

[Town of Windsor Seal]

Barbara Rajner Miller

Town Clerk of the Town of Windsor

AGREEMENT

AGREEMENT, made this **4th** day of **November, 2015** 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 five hundred dollars, **(\$5,500.00), for a period of one year commencing on January 1, 2016, and terminating on December 31, 2016.** 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, 2016**. 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

PUBLIC HEARING – SEWER (Advertised for 7:00pm)

Hearing Opened: 7:01pm

No public input regarding this Hearing.

Hearing Closed: 7:02pm

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

**A RESOLUTION ADOPTING THE 2016 SEWER BILLING RATES
FOR MUNICIPAL SEWER USERS IN THE TOWN OF WINDSOR**

Resolution # 21-2015

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

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the **4th day of November, 2015**, 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 **4th day of November, 2015**, commencing at 7:00 PM at the Windsor Town Hall, duly held a public hearing on the Year **2016 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:

- 2016 Quarterly fee (Occupied): \$ 218.00
- 2016 Quarterly fee (Vacant): \$ 138.30
- 2016 Quarterly fee (Government/School): \$ 212.64

This billing change will become effective with the first billing of the year 2016; March 2016.

Vote of the Board:

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

Motion Approved.

Resolution Adopted: November 4, 2015

PUBLIC HEARING – BUDGET (Advertised for 7:00pm)

Hearing Opened: 7:03pm

No public input regarding this Public Hearing.

Hearing Closed: 7:03pm

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK

RESOLUTION # 22-2015

PRESENT: Supervisor Carolyn W. Price

Deputy Supervisor William J. McIntyre

Councilman Timothy J. Bates

Councilwoman Lesa Hawk-Shuler

Councilman Gary M. Hupman

TITLE: Resolution to exempt the Village of Windsor from Machinery, Snow, and Misc
Taxes for the 2016 Budget Year

OFFERED BY: Councilwoman Hawk-Shuler

SEC. BY: Councilman Bates

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 2016 Town of Windsor Budget.

Vote of the Board:

Supervisor Carolyn W. Price – AYE

Deputy Supervisor William J. McIntyre- AYE

Councilman Timothy J. Bates - AYE

Councilwoman Lesa Hawk-Shuler - AYE

Councilman Gary M. Hupman - AYE

Date Adopted: November 4, 2015

Effective Date: January 1, 2016

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK

RESOLUTION # 23-2015

PRESENT: Supervisor Carolyn W. Price

Deputy Supervisor William J. McIntyre

Councilman Timothy J. Bates

Councilwoman Lesa Hawk-Shuler

Councilman Gary M. Hupman

Title: Resolution for the application of Sales Tax Revenues for the tax year 2016.

OFFERED BY: Councilman Bates

SEC. BY: Councilman Hupman

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

Deputy Supervisor William J. McIntyre - AYE

Councilman Timothy J. Bates - AYE

Councilwoman Lesa Hawk-Shuler - AYE

Councilman Gary M. Hupman - AYE

DATE ADOPTED: November 4, 2015

EFFECTIVE DATE: JANUARY 1, 2016

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

A RESOLUTION ADOPTING THE ANNUAL BUDGET OF THE TOWN OF WINDSOR FOR THE YEAR 2016

Resolution # 24-2015

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

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the **4th day of November, 2015**, the following resolution was

OFFERED BY: Deputy Supervisor McIntyre

SECONDED BY: Councilman Hupman

Whereas, the Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town"), on the **4th day of November, 2015**, commencing at **7:00 PM** at the Windsor Town Hall, duly held a public hearing on the Town Year **2016 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, 2016**, 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 **2016 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 **2016 annual budget** for the Town of Windsor for the fiscal year beginning **January 1, 2016**. 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
- Deputy Supervisor William J. McIntyre - AYE
- Councilman Timothy J. Bates – AYE
- Councilwoman Lesa Hawk-Shuler – AYE
- Councilman Gary M. Hupman – AYE

Motion Approved.

Resolution Adopted: November 4, 2015

PUBLIC HEARING – TRAILER PARK CREEKSIDE (Advertised for 7:05pm)

Public Hearing Opened: 7:07pm

Attorney Sacco gave the background on this Public Hearing. Code Enforcement Officer Dave Brown spoke regarding specifics on this trailer park. Attorney Sacco also read through the 239, as returned from County.

Public Hearing Closed: 7:11pm

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

A Resolution of the Town Board of the Town of Windsor approving the issuance of a license pursuant to Chapter 64 of the Town Code for Maryanne Burke and Creekside Realty Associates LLC for the Shady Rest
 Mobile Home Park,
 at 328 and 336 Old Route 17, Windsor NY 13865
 (Tax Map nos. 181.02-1-27 and 181.02-1-30)

Resolution #25-2015

PRESENT

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **4th day of November, 2015**, the following resolution was

OFFERED BY: Councilman Hupman

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. Pursuant to, and in accordance with Chapter 64 of the Town Code, the Town Board

A. Finds and determines the applicant (Maryanne Burke and Creekside Realty Associates LLC) provided a sufficient written application to seek a license for the Shady Rest Mobile Home Park, at 328 and 336 Old Route 17, Windsor NY 13865 (Tax Map nos. 181.02-1-27 and 181.02-1-30) and the required fee; that the Broome County Health Department has provided requisite approvals; that the Town Code Enforcement officer and Town Planning Board have provided approvals.

B. Finds and determines that the application is

not seeking any material change in the permit conditions or the scope of the permitted activities as compared to the prior year; but rather the only change is the entity seeking the permit; and the permit is not transferable or assignable.

C. Finds and determines that the Town Board duly conducted a public hearing on the proposed application at the Windsor Town Hall, 124 Main Street, Windsor, NY, which was opened in and closed on November 4, 2015, and those wishing to speak were given an opportunity; 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.

D. Finds and determines that the action is a Type II action under 6 NYCRR Section 617.5(c)26, in that it is an action for a license, lease and permit renewals or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities; and thus no further environmental review of the State Environmental Quality Review Act is necessary or warranted.

Section 2. The Town Board hereby approves the Application, subject to the provisions and conditions set forth hereinafter, and as set forth in law and regulations; including but not limited to chapter 64 of the Town Code. The Town Board hereby authorizes the issuance to Applicant of the requested license, subject to the following provisions and conditions with which Applicant must comply:

A. Applicant must renew the license annually as required by law; and must not expend or exceed the scope of the license.

B. Applicant shall obtain, at its own expense, all other 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.

Section 3. The Town Clerk is hereby directed to send certified copies of this resolution to the Applicant.

Section 4. This Resolution shall take effect immediately.

Vote of the Board:

Supervisor Carolyn W. Price - AYE

Deputy Supervisor William J. McIntyre - AYE

Councilman Timothy J. Bates - AYE

Councilwoman Lesa Hawk-Shuler - AYE

Councilman Gary M. Hupman - AYE

Motion Approved.

Resolution Adopted: November 4, 2015

PUBLIC COMMENT:

(Supervisor Price outlined the guidelines of public comment.)

- Floyd Bronson, Thompson Rd: "At 3:38pm, Friday morning there was an issue at the compressor station. All of the safety things worked, and everyone did a good job." Also, "South of Patterson, we have a safety issue with trees. As a taxpayer, I'd like to know when this is going to be taken care of." Attorney Sacco recommended they come down, but explained that it is the decision of the Hwy Superintendent, who said they'll probably take them down and remove the stumps before they blacktop the road.
- Scott Clarke, Dodd Rd: Submitted to the Town Clerk, the Compendium of Scientific, Medical, and Media Findings Demonstrating Risks and Harms of Fracking (Unconventional Gas and Oil Extraction), specifically citing Item 7. He is asking the Town (Board) how they feel about it backing a comprehensive health impact assessment, and shutting down that second pipeline coming in to the Williams compressor station.
- Marcella Crawford, Bennett Rd: "I've read all of the minutes and the Proposed Changes to the Comprehensive Plan. One of the things to remember is to not make it a certain type agenda. When we read the Plan now, it is based on the survey that was done. All of the changes that have been

made have to do with one thing, the natural resource energy. That's not what the Comprehensive Review is for. It's leaving out an awful lot, and very sad to see it used that way. It should have been more of a

complete study and more recommendations for other things in the Town. I'm very disappointed in the way this is being done.”

- Jerry Henehan, Dunbar Rd: The health, safety, noise, odor and road situation with Williams compressor gas station remain unresolved. On October 30th another major disturbance happened at the station. Many residents were awoken at 3:40am, and we have since not had any explanation as to what happened. If there are trees to be removed on Dunbar Rd, south of Patterson, I'm hoping it doesn't involve any in front of my property that we've already reviewed and decided that were not to be cut. Supervisor Price mentioned that there is a report later on tonight's Agenda.

APPROVAL OF MINUTES:

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

To approve the minutes of the October 14, 2015 Regular Meeting, as submitted.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor McIntyre - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Motion Approved.

FINANCIAL REPORT:

Motion By: Deputy Supervisor McIntyre Sec. By: Councilman Bates

To approve bills for payment:

- General Fund Vouchers #469 through #504, totaling \$8,319.82 (however, not paying the \$21.15 part of Voucher number 497);
- Sewer Operating Vouchers #66 through #71, totaling \$1,118.10;
- Highway Fund Vouchers #346 through #365, totaling \$47,009.60;
- Trust and Agency Vouchers #59 through #62, totaling \$25,911.86;

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor McIntyre - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Motion Approved.

COMMITTEE REPORTS:

ASSESSOR: Report submitted.

DOG CONTROL: No report.

ECONOMIC DEVELOPMENT:

Motion By: Deputy Supervisor McIntyre Sec. By: Councilman Hupman

The Town Board of the Town of Windsor, in response to the 239, supports retail store development in the Village, at 21-23 Main Street in the Village of Windsor.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor McIntyre - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Motion Approved.

Since this motion was not on the Agenda, Supervisor Price asked the public if there was any input regarding this motion. There was not.

HIGHWAY: Auctions International came and took pictures of the grader. Will be finishing up on Mt. Carmel, putting the spreaders on the trucks and start cutting trees.

HISTORY:

NATURAL GAS: Supervisor Price highlighted a few things:

- State of New York Public Service Commission Case 13-T-0538 and Case 10-T-0350, Order Regarding Certificate of Environmental Compatibility and Public Need, October 16, 2015
- New York State Public Service Commission Water Quality Certification Case 13-T-0538, October 21, 2015
- Status Report for Case 15-G-0098
- Report on Dunbar Compressor Station, October 30, 2015, which Supervisor Price read aloud:

Early on Friday morning on October 30, 2015, pressure began rising on the Millennium Pipeline, as a result of downstream maintenance activities being performed at the Algonquin Pipeline interconnect. When Millennium's pressure increased and backed into the Dunbar Rd compressor station, the

pressure safety valve lifted at the lower end of the tolerance level, and created a very loud sound. Gas control received a high db meter alarm as a result of the pressure safety valve lift, and related sound and

initiated its call-out protocol to the operational technicians on the night shift. Subsequent to the gas control alarms and call-out protocols being initiated, calls were placed from various residents to 911. 911 dispatchers contacted Williams and Fire Chief Launt to advise them of the event. Chief Launt and Williams technicians went to the compressor station. Williams technicians shut the unit down. The response by Williams, first responders and residents was appropriate.

TOWN CLERK/TAX COLLECTOR/REGISTRAR: Report submitted.

TOWN HALL: No report.

WASTEWATER TREATMENT PLANT: No report.

YOUTH & RECREATION: No report.

ZONING, PLANNING & CODE ENFORCEMENT:

- Code Enforcement Monthly Report submitted.

UNFINISHED BUSINESS:

- The Informational Presentation and Public Hearing on Amending the 2006 Comprehensive Plan will be on November 17, 2015 at the Windsor High School. The informational portion will begin at 6:45pm, followed by the Public Hearing at 7:00pm.

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

RECOMMENDATION TO IMPROVE TRAFFIC SAFETY BY REDUCING THE SPEED LIMIT and POSTING SPEED LIMIT SIGNS on BLATCHLEY ROAD IN THE TOWN OF WINDSOR

RESOLUTION #26-2015

PRESENT: Supervisor Carolyn W. Price

Deputy Supervisor William J. McIntyre

Councilman Timothy J. Bates

Councilwoman Lesa Hawk-Shuler

Councilman Gary M. Hupman

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **4th day of November, 2015**, the following resolution was

OFFERED BY: Deputy Supervisor McIntyre

SECONDED BY: Councilperson Bates

WHEREAS, the community and the Town of Windsor are concerned about traffic safety and the safety of residents;

WHEREAS, a petition, with 38 signatures, was presented to the Town of Windsor, Town Board, alleging that speed limit signs and a reduction in the speed limit was necessary for Blatchley Road;

WHEREAS, currently the road is unposted and has a speed limit of 55 mph; and the petition requests that the speed limit should be reduced to 35 miles per hour in the area and this should run the entire length of the road.

WHEREAS, the community and the Town of Windsor want appropriate action taken to mitigate the life-threatening risk posed by current conditions.

NOW, THEREFORE, the Town Board of the Town of Windsor resolves to recommend to the County of Broome and the New York State Department of Transportation that, for those reasons outlined in the attached petition: 1) the speed limit on Blatchley Road be reduced to 45 miles per hour and 2) that the speed limit be clearly posted by Town of Windsor.

RESOLVED, that copies of this resolution and the completed attached NYS DOT form shall be forwarded to the offices of Senator District 52, Assemblyman Gary D. Finch, Broome County Executive Debra Preston and Jack Williams, (NYS DOT REGION 9 Director at 44 Hawley Street Binghamton, NY 13901) ; and it further is

RESOLVED, that this resolution shall take effect immediately.

Vote of the Board:

Supervisor Carolyn W. Price - AYE

Deputy Supervisor William J. McIntyre - AYE

Councilman Timothy J. Bates - AYE

Councilwoman Lesa Hawk-Shuler - AYE

Councilman Gary M. Hupman - AYE

Motion Approved.

Resolution Adopted: November 4, 2015

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

RECOMMENDATION TO IMPROVE TRAFFIC SAFETY

BY REDUCING THE SPEED LIMIT and POSTING SPEED LIMIT SIGNS

ON TRIM STREET AND KENT STREET TO THE VILLAGE LINE

IN THE TOWN OF WINDSOR

RESOLUTION #27-2015

PRESENT: Supervisor Carolyn W. Price

Deputy Supervisor William J. McIntyre

Councilman Timothy J. Bates

Councilwoman Lesa Hawk-Shuler

Councilman Gary M. Hupman

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **4th day of November, 2015**, the following resolution was

OFFERED BY: Deputy Supervisor McIntyre

SECONDED BY: Councilperson Bates

WHEREAS, the community and the Town of Windsor are concerned about traffic safety and the safety of residents;

WHEREAS, a petition, with 25 signatures, was presented to the Town of Windsor, Town Board, alleging that speed limit signs and a reduction in the speed limit was necessary for Trim Street;

WHEREAS, currently the road is unposted and has a speed limit of 55 mph; and the petition requests that the speed limit should be reduced to 30 miles per hour in the area and this should run the entire length of the road.

WHEREAS, the community and the Town of Windsor want appropriate action taken to mitigate the life-threatening risk posed by current conditions.

NOW, THEREFORE, the Town Board of the Town of Windsor resolves to recommend to the County of Broome and the New York State Department of Transportation that, for those reasons outlined in the attached petition: 1) the speed limit on Trim Street and Kent Street to the Village line be reduced to 45 miles per hour and 2) that the speed limit be clearly posted by County.

RESOLVED, that copies of this resolution and the completed attached NYS DOT form shall be forwarded to the offices of Senator District 52, Assemblyman Gary D. Finch, Broome County Executive Debra Preston and Jack Williams, (NYS DOT REGION 9 Director at 44 Hawley Street Binghamton, NY

13901) ; and it further is

RESOLVED, that this resolution shall take

effect immediately.

Vote of the Board:

Supervisor Carolyn W. Price - AYE

Deputy Supervisor William J. McIntyre - AYE

Councilman Timothy J. Bates - AYE

Councilwoman Lesa Hawk-Shuler - AYE

Councilman Gary M. Hupman - AYE

Motion Approved.

Resolution Adopted: November 4, 2015

NEW BUSINESS:

Motion By: Deputy Supervisor McIntyre Sec. By: Councilman Bates

To advertise for Annual Contracts (Baseball/softball, Engineer, Youth Director) and Appointments (Planning Board and Zoning Board of Appeals).

Vote of the Board:

Supervisor Price – AYE

Deputy Supervisor McIntyre - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Motion Approved.

UPCOMING MEETINGS:

- Special Meeting on November 23, 2015, at 7:00pm, at the Windsor Town Hall.
- Regular Meeting on December 9, 2015, at 7:00pm, at the Windsor Town Hall.

PUBLIC COMMENTS:

- Jerry Henehan, Dunbar Rd: After observing the Town Highway Department working throughout the summer, he put a list of procedural concerns together and handed a packet to the Board members.
- Scott Clarke, Dodd Rd: Asked for clarification on the number of compressors that were approved. Are they going from four to six? Or are they doing a swap-out? Attorney Sacco responded that it is an expansion, but would have to reference the document for specifics. Pages 12 and 13 seem to be the discussion on it.

ADJOURNMENT:

At 8:09pm:

Motion By: Deputy Supervisor McIntyre

Sec. By: Councilman Hupman

To adjourn the meeting.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor McIntyre - AYE

Councilman Hupman - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Motion Approved.

Respectfully Submitted,
Barbara Rajner Miller, Windsor Town Clerk