

**Regular Meeting of the Town Board
Town of Windsor, New York
January 9, 2013 7:00pm
Town of Windsor, Town Hall
124 Main Street, Windsor, NY 13865**

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

PLEDGE OF ALLEGIANCE was recited.

Supervisor Price acknowledged the presence of County Legislator Scott Baker.

ROLL CALL by Clerk:

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

Also present were: County Legislator Scott Baker, Bob Crowley, Daniel R. Price, Tom Skinner, Cheryl Peet, Becky Ottens, Steve Herz, William Wallick, Ron Harting, Sue Rambo, Ron Rambo, Sr., Bev Foster Bills, Dave Thompson, Fran Stone, Jim Baxter, Eileen Ruggieri, Kelly Pennay, John McNulty, Helen Humphreys, Peter Ruggieri and one other.

PUBLIC COMMENT:

Supervisor Price outlined the guidelines of public comment.

No comments.

RECOGNITION:

* The wrestling program received a \$2,000 donation from Price Gregory. The Price Gregory recipients have moved away, so the recognition certificates for Paul Munn and Terry James will be mailed to them.

* The recipients regarding First Night 2012 were not in attendance tonight, therefore, these will be presented at the February meeting.

* Supervisor Price announced that if anyone knows of someone who should be recognized by the Board, to please refer their name to her.

APPROVAL OF MINUTES:

Motion By: Deputy Supervisor West

Sec. By: Councilman Bates

To approve the minutes of the 12/5/2012 Regular Meeting as submitted.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

It was said at the 12/5/12 meeting that the Consent Order came with a \$6,000 fine. Attorney Sacco stated that we cannot change what was said, but we can note that the fine was \$3,000, and if the Town does not comply with the Consent Order, there would be another \$3,000 added.

Motion By: Councilman McIntyre

Sec. By: Councilwoman Hawk-Shuler

To approve the minutes of the 12/12/2012 Special Meeting/Work Session Meeting as submitted.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

FINANCIAL REPORT:

2012 Budget – Vouchers must be submitted by January 15, 2013.

2013 Budget – All members of the Board received a copy at the December 12, 2012 Transition Meeting.

Motion By: Councilman Bates

Sec. By: Councilwoman Hawk-Shuler

To pay: * General Fund Vouchers #1 through #9 (2013 Payables), totaling \$51,115.78

(With the exception of Voucher #1G-9, for \$1,200); and

- * General Fund Vouchers #594 through #599 (2012 Payables), totaling \$12,655.36; and
- * General Fund Vouchers #600 through #633 (2012 Payables), totaling \$14,232.61; and
- * Highway Fund Vouchers #1 through #2 (2013 Payables), totaling \$82,656.34; and
- * Highway Fund Vouchers #455 through #459 (2012 Payables), totaling \$71,003.64; and
- * Highway Fund Vouchers #460 through #497 (2012 Payables), totaling \$24,165.74; and
- * Highway Fund Vouchers #498 through #503 (2012 Payables), totaling \$39,385.52; and
- * Sewer Operating Fund Voucher #1 and #2 (2013 Payables) totaling \$3,540.55; and
- * Sewer Operating Fund Vouchers #83 and #84, totaling \$2,512.91; and
- * Sewer Operating Fund Vouchers #85 through #93, totaling \$5,577.50; and
- * Trust and Agency Vouchers #68 through #72, totaling \$33,045.24.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

* Discussion on having an audit of Town's internal controls and financials. Supervisor Price spoke with the NYS Comptroller's Office. The Board, under State law, is responsible for an annual audit. Piaker & Lyons was here in 2009 and did a audit. However, an audit of internal controls was not done at that time. Supervisor Price explained to the Board that even though other people are doing the work, the five Board Members are ultimately responsible.

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

To have the Supervisor put bids out for an audit.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Town of Windsor, County of Broome, State of New York
AUTHORIZING THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT
AND THE HIRING OF LEGAL COUNSEL.

Resolution #1-2013

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 9th day of January, 2013, the following resolution was

OFFERED BY: **Deputy Supervisor George B. West**

SECONDED BY: **Councilwoman Lesa Hawk-Shuler**

WHEREAS, the Town Board has determined that it wishes to retain Coughlin & Gerhart LLP to provide its general legal services; and

WHEREAS, a proposed retainer agreement was received by the Town Board; in which the proposed services and fee structure are outlined; and

WHEREAS, the Town Board deems it necessary to secure legal counsel;

NOW, THEREFORE, this 9th day of January, 2013, **BE IT RESOLVED** by the Town Board of the Town of Windsor, as follows:

RESOLVED, that Coughlin & Gerhart, LLP, is hereby retained effective

January 1, 2013 for a term ending on December 31, 2013 and that Supervisor is authorized to execute the retainer agreement.

RESOLVED, this resolution shall take effect immediately.

Vote of the Board:

Supervisor Carolyn W. Price – AYE

Deputy Supervisor George B. West – AYE

Councilman Timothy Bates – AYE

Councilwoman Lesa Hawk-Shuler – AYE

Councilman William McIntyre – AYE

Motion Approved.

Resolution Adopted: January 9, 2013

AGREEMENT

THIS AGREEMENT, made and entered into this **9th day of January, 2013**, between Town of Windsor, a municipal subdivision of the State of New York situate in the Town of Windsor, County of Broome, State of New York, with its offices at Town of Windsor, Windsor Town Hall, 124 Main Street, Windsor, NY 13865 party of the first part (hereinafter referred to as "Town"), and Coughlin & Gerhart, L.L.P., a New York limited liability partnership engaged in the practice of law with its offices at Coughlin & Gerhart, L.L.P., Box 2039, Binghamton, NY 13902-2039, party of the second part (hereinafter referred to as "Law Firm"),

WITNESSETH:

WHEREAS, the Town desires to retain the Law Firm to furnish and perform legal services for the Town, and
WHEREAS, the Law Firm has offered to provide legal services to the Town, and
WHEREAS, the Law Firm has agreed to assign **Cheryl I. Sacco** (hereinafter referred to as "Attorney", a partner in the Law Firm) as the lead attorney to furnish and perform the legal services which are the subject of this agreement.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1. Subject to, and in accordance with, the terms, conditions and provisions of this agreement: the Town hereby retains the Law Firm to furnish and perform legal services for the Town; the Law Firm hereby agrees to furnish and perform legal services for the Town; and the Law Firm hereby agrees to assign the Attorney as the lead attorney to furnish and perform the legal services which are the subject of this agreement.
2. For the fixed payment referred to in paragraph 3 of this agreement, the Law Firm shall furnish and perform the following legal services for the Town:
 - A. Attend all regular and special meetings of the Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town").
 - B. Attend, as requested, workshop meetings of the Windsor Town Board.
 - C. Prepare and /or review notices, local laws, ordinances, and resolutions.
 - D. Furnish legal advice to Town officers, Town Board members, and Town boards.
 - E. Consult, as may be required, with Town officers and Town employees regarding legal matters involving the Town
 - F. Furnish legal interpretations and opinions concerning the Town local laws, ordinances and resolutions; and contracts or agreements to which the Town is a party.
 - G. Prosecution of alleged violations of Town ordinances and local laws; including dog and code matters.
3. For the legal services described in paragraph 3 hereof, the Law Firm shall be paid the **sum of \$2,472 per month** plus disbursements (photocopying, mileage reimbursement, long distance telephone charges, etc.), payable after the fact, and pro-rated beginning the date **January 1, 2013 for the 2013** fiscal year.
4. The Law Firm shall be compensated at the hourly rate of **\$165.00** for the performance by the Law Firm of the following legal services which do not occur on a regular basis but for which the Town Board expressly authorizes and requests the Attorney's assistance:
 - A. Furnishing legal services in connection with litigation commenced by the Town.
 - B. Furnishing legal services in connection with litigation commenced against the Town where there is no insurance coverage providing the cost of defense to the Town.
 - C. Representing the Town in connection with employee discipline matters, grievances, impasse proceedings, mediation sessions, arbitration proceedings, and/ or hearings or proceedings before the New York State Public Employment Relations Board or a Court.
 - D. Creation, establishment, and/ or extension of any Town water districts, Town sewer districts and/ or other Town special districts now existing or hereafter created in the Town of Windsor.
 - E. Drafting bond resolutions, note resolutions and other resolutions relating to the borrowing of funds by the Town; drafting of the related bonds, notes and other obligations; preparation of related legal opinions; and drafting of other documents relating to the borrowing of funds by the Town.
 - F. Representing the Town in eminent domain proceedings in which the Town seeks to acquire real estate needed by the Town for Town purposes.
 - G. Participate in contract negotiations with any employee groups (such as Teamsters), including acting as chief negotiator (if requested by Town Board); furnish legal advice to, and consultation with, the Town Board with regard thereto; and draft of contract proposals and the final contract, mediation, fact finding or improper practices and arbitration.
 - H. Review all substance abuse claims and sexual harassment claims; and assist with disability claims or disputes.
 - I. Any and all other matter agreed to by the parties.
5. No payments described in paragraphs 3 and 4 hereof shall be due and owing until the Law Firm has submitted to the Town Board a detailed signed voucher, and such voucher has been audited and approved for payment by the Town Board. It is understood that any such payments shall be made directly to the Law Firm and shall not be paid to the Attorney. It is further understood that any forms 1099 issued by the Town with respect to such payments shall show the Law Firm as the recipient of the payments.
6. It is understood that the Attorney will be furnishing and providing the legal services described herein on a part-time basis, and the Attorney will have a private practice. However, the Attorney shall give reasonable priority to Town legal matters so that

the Town's legal needs are properly and promptly attended to.

7. It is understood that the Attorney has the following qualifications:

- Has completed 4 years of High School
- Has completed 4 years of College
- Has completed 3 years of law school
- Has a knowledge of municipal law
- Has a certificate issued by the Appellate Division of the Supreme Court of the State of New York to practice law.

8. It is understood that the Law Firm is responsible for the Attorney's own workers' compensation and liability insurance; and the Attorney is not eligible for Social Security, Medicare, disability benefits, health insurance benefits, sick leave benefits, vacation benefits, retirement benefits, unemployment insurance benefits or any other benefits through the Town.

9. This agreement shall be for a term beginning **January 1, 2013 and ending December 31, 2013.**

10. In accordance with the provisions of section 109 of the General Municipal Law, the Law Firm is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

11. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

12. The Law Firm is an independent contractor and shall not be deemed to be an officer or employee of the Town for any purpose. It is understood that the Attorney is an independent contractor and shall not be deemed to be an officer or employee of the Town for any purpose. The Law Firm, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status. The Law Firm, the partners and employees of the Law Firm and the Attorney will not hold themselves out as, nor claim to be, an officer or employee of the Town by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

13. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

14. This Agreement constitutes the complete agreement and understanding of the parties hereto with respect to the subject matter hereof.

15. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of New York.

16. The Supervisor of the Town has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Windsor at a meeting thereon held on the

9th day of January, 2013. Carolyn Price, Supervisor of the Town of Windsor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town.

17. This instrument shall be executed in quadruplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Windsor.

IN WITNESS WHEREOF, the Town of Windsor has caused its corporate seal to be affixed hereto and these presents to be signed by Carolyn Price, its Supervisor, duly authorized to do so, and to be attested to by Barbara Miller, its Town Clerk; and Coughlin & Gerhart, L.L.P. (the "Law Firm") has caused these presents to be signed by Mark S. Gorgos, its Managing Partner.

TOWN OF WINDSOR

By: _____
Carolyn Price, Supervisor

TOWN SEAL OF THE TOWN OF WINDSOR

Attest: Barbara Miller, Town Clerk of the Town of Windsor

COUGHLIN & GERHART, L.L.P.

By: _____
Mark S. Gorgos, Managing Partner

COMMITTEE/DEPARTMENT HEAD REPORTS:

DOG CONTROL: none

HIGHWAY: Quotes for stainless steel spreader.

Attorney Sacco mentioned that Supervisor Price has discovered that the Procurement Policy that the Town has may not be the most updated. The Board has the ability to take action on this tonight, as it's an emergency situation.

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

To purchase the spreader from M& C TruckEquipment, Vestal, NY for \$13,469, in this emergency situation.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE
Motion Approved.

Hwy Superintendent Kohlbach will have quotes for the February meeting regarding the excavator, piping, rollers, uniforms, etc. for the year.

HISTORY: Minutes submitted. Didn't meet last week, as it was very cold and close to the Holidays. Organizing in the history room.

YOUTH & RECREATION: Application received from David Decker to be on the Youth Advisory Board.

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

To approve the application from David Decker to be on the Youth Advisory Board.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

**Town of Windsor, County of Broome, State of New York
RESOLUTION TO AMEND THE 2012 BUDGET
FOR THE NYS YOUTH GRANT
Resolution #5-2013**

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

Offered By: Deputy Supervisor George B. West

Second By: Councilman William McIntyre

WHEREAS, the Town has received \$1,221.72 in a NYS Youth Grant; therefore

IT IS HEREBY RESOLVED by the Town Board of the Town of Windsor that the following *budgetary* adjustment be made;

B510 – Estimated Revenues \$1221.72

Subaccount: B3820 – State Aid / Division for Youth

B960 – Estimated Appropriation \$1221.72

Subaccount: B7310.42 – Division of Youth

Vote of the Board:

AYE - Supervisor Carolyn W. Price

AYE – Deputy Supervisor George B. West

AYE - Councilman Timothy J. Bates

AYE - Councilman Lesa Hawk-Shuler

AYE - Councilman William J. McIntyre

Motion Approved.

Resolution Adopted: January 9, 2013

ZONING, PLANNING & CODE ENFORCEMENT: Report submitted.

OTHER: Councilman Bates requested for a general report to be submitted monthly by the Assessor. Agreed to by Assessor Ottens.

UNFINISHED BUSINESS:

Discussion on Resolution #2-2013.

Motion By: Councilman McIntyre

Sec. By: Councilman Timothy J. Bates

To table Resolution #2-2013.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Town of Windsor, County of Broome, State of New York
RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE
THE ATTACHED CONSENT ORDER
AND TO PROCEED WITH PERMIT RENEWAL AND APPLICATION
Resolution #3-2013

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 9th day of January, 2013, the following resolution was

OFFERED BY: Councilman William McIntyre

SECONDED BY: Deputy Supervisor George B. West

WHEREAS, the Town of Windsor has been in contact with New York State Department of Environmental Conservation regarding the Town owned quarry, and

WHEREAS, the Town Board of the Town of Windsor must make a determination as whether it wishes to close the quarry or renew its application to mine, and

WHEREAS, the Town Board has researched the matter, and discussed the matter with the highway superintendent, town engineer and attorney for the town and after discussions it has determined that it is in the best interest of the Town of Windsor to renew the mine application and to continue mining, and

WHEREAS, the Town has received the attached proposed consent order from New York State Department of Environmental Conservation, and has determined that it is in the best interest of the Town of Windsor to execute the Consent Order and

WHEREAS, the decision to renew the permit is a type II action under 6 NYCRR 617.5(26), as it is 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

WHEREAS, in accordance with SEQRA and the Mined Land Reclamation Law (MLRL) and its amendments, only New York State can regulate mining operations under the MLRL; and as such DEC has principal environmental review responsibility for any mining activity and application;

WHEREAS, the Town's approval of the Consent Order and the town's authorization of the Supervisor to execute the Consent Order is a type II action under 6 NYCRR 617.5(20), as it is "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby makes a determination that the Project is Type II action as indicated above and/or that such a review is under the jurisdiction of New York State; and no further analysis is necessary and further

RESOLVED, the Town authorizes the Supervisor to execute the attached consent order and further

RESOLVED, the Town authorized the Supervisor to renew the mining permit, submit an application and take any other administrative actions necessary to proceed with the mining permit and application and further

RESOLVED, this resolution shall take effect immediately.

Vote of the Board:

Supervisor Carolyn W. Price - AYE

Deputy Supervisor George B. West - AYE

Councilman Timothy Bates - AYE

Councilwoman Lesa Hawk-Shuler - AYE

Councilman William McIntyre - AYE

Motion Approved.

Resolution Adopted: January 9, 2013

The Board received from the Hwy Dept, the financials on what it would be to close the pit and also numbers on keeping it open. What is more fiscally responsible for the Town of Windsor? The cost of closing the gravel pit would be \$100,000 (a lot of that would be due to the fact that the Town would then have to go out and purchase gravel, and transport it). Then subtracted the sale of equipment, which was estimated at \$37,500. [for a bottom-line pit-closing figure of approximately \$62,500. (bracketed statement was added after the meeting)]

The cost to keep the gravel pit open, including the survey, the fuel to run the pit, and the maintenance/repairs, is approximately \$21,000.

Attorney Sacco brought two resolutions regarding the gravel pit. The Story's have agreed to allow us to use material from their side to reclaim our side. When everything is said and done, and have reached our elevation, they can come back on our side to reclaim their material. The Rails-to-Trails agreement addresses several things: They agree to be part of our life-of-mine, there will be no compensation for material removed from their property prior to the date of agreement, it sets the cost for future removal of property at .50 cents per cubic yard.

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Resolution Authorizing Supervisor to Execute Attached Agreement
RESOLUTION #6-2013

PRESENT: Supervisor Carolyn W. Price
Deputy Supervisor George B. West
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 9TH day of January, 2013, the following resolution was

OFFERED BY: Councilman Timothy J. Bates

SECONDED BY: Deputy Supervisor George B. West

WHEREAS, the Town has been in discussions with the NYS DEC and Gregg E. Story and Alice F. Story regarding the attached agreement,

WHEREAS, pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) ("SEQRA"), this entering into this agreement is Unlisted action under 6 NYCRR 617.2;

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby makes a determination that this agreement is an Unlisted action under 6 NYCRR 617.2; and further

RESOLVED, that the Town Board hereby declares itself lead agency pursuant to SEQRA for the environmental review of said agreement; and further

RESOLVED, that the review will be not be a coordinated review.

RESOLVED, that, based upon on the information and analysis in the short environmental assessment form that the proposed action does not result in any significant adverse environmental impacts.

RESOLVED, the Windsor Town Board, after due deliberation, finds it in the best interest of the Town to proceed with the attached agreement.

RESOLVED, that the Supervisor is expressly authorized to execute the attached agreement.

RESOLVED, this resolution shall take effect immediately

Vote of the Board:

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

Motion Approved.

Resolution Adopted: January 9, 2013

AGREEMENT

THIS AGREEMENT is made this **9th day of January, 2013**, between **GREGG E. STORY AND ALICE F. STORY**, residing at Rd 1, Brackney, PA. 18812 (the "Owners"), and **THE TOWN OF WINDSOR**, a municipal corporation, with offices located at 124 Main Street, Windsor, NY 13865 ("Town").

WHEREAS, the Town owns real property located at 496 Mountain Road, Town of Windsor, Broome County, New York with tax number #151.03-1-6 ("Town Property"); and

WHEREAS, the Owners own real property located at 474 Mountain Road, Town of Windsor, Broome County, New York with tax number #151.03-1-7.11 ("Story Property"); and

WHEREAS, the Town Property and Story Property are located adjacent to each other; and

WHEREAS, the Town conducts mining operations on Town Property under a permit issued by the New York Department of Environmental Conservation ("DEC") with mining ID # 70117; and

WHEREAS, the Owners conduct mining operations on Story Property under a permit issued by the DEC with mining ID# 70561; and

WHEREAS, DEC issued a letter to the Towne dated July 20, 2011 stating the Town violated Condition #4 "Minimum 25' Separation From Property Line" when the Town conducted mining activity within 25 feet ("Setback") of an adjacent property line, which is the easterly boundary of Story Property and the westerly boundary of Towns Property ("Westerly Common Boundary Line");

WHEREAS, DEC conducted a site inspection on March 7, 2012 on Town Property and discovered the Town has also conducted mining activity within the Setback of the adjacent property line, which is the southerly boundary of Story Property and the northerly boundary of Towns Property ("Northerly Common Boundary Line");

WHEREAS, the Town and the Owners desired to enter into an agreement and did enter into an agreement dated May 2, 2012, to waive the Setback to address the above violations as well as any possible encroachments by the Town; and such agreement is still in full force and effect; and is attached hereto and incorporated fully herein;

WHEREAS, the Town received a Consent Order from New York State Department of Environmental Conservation and has determined that it is in the best interest of the Town to accept the Consent Order and to renew the mining permit for the Town's subject property;

WHEREAS, the Town and the Owners desire to enter into this agreement to allow for mining restoration by the Town of Windsor on the Owners' subject land.

NOW, THEREFORE, for good and valuable consideration by each to the other paid, the receipt and adequacy of which is hereby acknowledged, the undersigned Town and Owners agree as follows:

1. The agreement, entered into by the Town and the Owners and dated May 2, 2012 remains in full force and effect and is not amended or superseded by this agreement.

2. The town of Windsor and Owners hereby agree to allow the Town of Windsor to restore/close an area adjacent to and/or on Owners' subject property whereby, the Town of Windsor would actually use materials belonging to the Owners for said purpose.

3. For materials removed prior to this agreement, there is to be no compensation to Owners.

4. For materials moved subsequent to this agreement, there will be no compensation to the Owners, but the Owners will be allowed to recover any moved materials which may be on the Town of Windsor's property. It is not the intent of the Town of Windsor to actually remove any material from the site, but only use the material for regrading as needed for reclamation according to the permit. Owners' material will be used by Town for the regrading and reclamation on Town property that borders Owners' subject land.

5. Owners agree to be listed as an entity on the Town of Windsor's mining permit application.

6. The Town will be responsible for the DEC mining permit application, the mining operations, and restoration according to the permit conditions.

7. The Town agrees to be listed as an entity on the Owners' mining permit application, if necessary, to allow the Owners to recover any moved materials from the Owners' property used for regrading and reclamation, as explained in paragraph 4 above.

8. Owners release and discharge the Town, and its applicable successors, assigns, representatives, officers, employees, insurance companies, of and from all, and all manner of action and actions, cause and causes of action, suits, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims for personal injuries and wrongful death, and demands whatsoever, in law or in equity, which against the Town, Owners ever had, now has or which their respective heirs, executors, administrators, successors, and assigns, hereafter can, shall or may hereafter accrue on account of or in any way grow out of any DEC violation or any possible encroachment and mineral removal by the Town on Story Property.

9. This agreement cannot be changed orally, but only by agreement in writing signed by the parties against whom enforcement of the change, modification or discharge is sought or by its duly authorized agent.

10. If any provision of this agreement, or any portion of any provision of this agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this agreement, which shall remain in full force and effect. The waiver by any party hereto of a breach or violation of any term or provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

11. This agreement shall be governed and construed in accordance with the laws of the State of New York.

12. This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

13. The entire agreement of the parties is contained in this agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and offers of judgment or statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date above written.

Town of Windsor ("Town")

L.S.

Carolyn Price, Supervisor

("Owner")

("Owner")

Gregg E. Story

Alice F. Story

Attorney Sacco did the SEQR regarding Resolution #6-2013.

Motion By: Councilwoman Hawk-Shuler Sec. By: Deputy West

To ratify Resolution #6-2013.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Attorney Sacco did the SEQR regarding Resolution #7-2013.

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

Resolution Authorizing Supervisor to Execute Attached Agreement

RESOLUTION #7-2013

- PRESENT:** Supervisor Carolyn W. Price
Deputy Supervisor George B. West
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 9th day of January, 2013, the following resolution was

OFFERED BY: Councilman William J. McIntyre

SECONDED BY: Councilman Timothy J. Bates

WHEREAS, the Town has been in discussions with the New York Rail-Trail Company, LLC regarding the attached agreement,

WHEREAS, pursuant to Part 617 of the implementing regulations pertaining to

Article 8 (State Environmental Quality Review Act) (“SEQRA”), this entering into this agreement is Unlisted action under 6 NYCRR 617.2;

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby makes a determination that this agreement is an Unlisted action under 6 NYCRR 617.2; and further **RESOLVED**, that the Town Board hereby declares itself lead agency pursuant to SEQRA for the environmental review of said agreement; and further

RESOLVED, that the review will be not be a coordinated review.

RESOLVED, that, based upon on the information and analysis in the short environmental assessment form that the proposed action does not result in any significant adverse environmental impacts.

RESOLVED, the Windsor Town Board, after due deliberation, finds it in the best interest of the Town to proceed with the attached agreement.

RESOLVED, that the Supervisor is expressly authorized to execute the attached agreement.

RESOLVED, this resolution shall take effect immediately

Vote of the Board:

Supervisor Carolyn W. Price - AYE

Deputy Supervisor George B. West - AYE

Councilman Timothy Bates - AYE

Councilman Lesa Hawk-Shuler - AYE

Councilman William McIntyre - AYE

Motion Approved.

Resolution Adopted: January 9, 2013

AGREEMENT

THIS AGREEMENT is made this **9th day of January, 2013**, between **New York Rail-Trail Company, LLC**, with a mailing address of One Dunham Drive, Dunmore, PA 18512-2664, (the "Owners"), and **THE TOWN OF WINDSOR**, a municipal corporation, with offices located at 124 Main Street, Windsor, NY 13865 ("Town").

WHEREAS, the Town owns real property located at 496 Mountain Road, Town of Windsor, Broome County, New York with tax number #151.03-1-6 ("Town Property"); and

WHEREAS, the Owners own real property located on Mountain Road, Town of Windsor, Broome County, New York without a tax number, which was previously owned by a railroad ("Owners' Property" and/or "old railroad property"); and

WHEREAS, the Owners' property is depicted on the attached map and is located directly between the Town's property and property owned by Francis P. Mallon with a tax number of #151.03-1-10.11; and

WHEREAS, the Town Property and Owners' Property are located adjacent to each other; and

WHEREAS, the Town conducts mining operations on Town Property under a permit issued by the New York Department of Environmental Conservation ("DEC") with mining ID # 70117; and

WHEREAS, the Owners are not currently conducting any mining activity on their property; and

WHEREAS, the Town received a Consent Order from New York State Department of Environmental Conservation and has determined that it is in the best interest of the Town to accept the Consent Order and to renew the mining permit for the Town's property;

WHEREAS, the Town and the Owners desire to enter into this agreement to allow continued mining and/or restoration by the Town of Windsor on lands owned by Owners.

NOW, THEREFORE, for good and valuable consideration by each to the other paid, the receipt and adequacy of which is hereby acknowledged, the undersigned Town and Owners agree as follows:

1. The Owners represent that they own the old railroad property and have the authority to enter into this agreement.
2. The Town and Owners hereby agree to allow the Town to continue to mine and/or provide restoration on the old railroad property.
3. For materials removed from the old railroad property prior to this agreement, there is to be no compensation to Owners.
4. For materials removed, after the date of execution of this agreement, Owners will be compensated at \$.50 cents per cubic yard of material for materials actually removed by the Town.
5. Owners agree to be listed as an entity on the Town's mining permit application.
6. The Town will be responsible for the DEC mining permit application, the mining operations, and restoration according to the permit conditions.
7. The Town and Owners hereby agree to allow the Town to restore/close an area adjacent to and/or on Owners' property whereby, the Town would actually use materials belonging to the Owners for said purpose.
8. Owners release and discharge the Town, and its applicable successors, assigns, representatives, officers, employees, insurance companies, of and from all, and all manner of action and actions, cause and causes of action, suits, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims for personal injuries and wrongful death, and demands whatsoever, in law or in equity, which against the Town, Owners ever had, now has or which their respective heirs, executors, administrators, successors, and assigns, hereafter can, shall or may hereafter accrue on account of or in any way grow out of any DEC violation or any possible encroachment and mineral removal by the Town on Owners' Property.
9. This agreement cannot be changed orally, but only by agreement in writing signed by the parties against whom enforcement of the change, modification or discharge is sought or by its duly authorized agent.
10. If any provision of this agreement, or any portion of any provision of this agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this agreement, which shall remain in full force and effect. The waiver by any party hereto of a breach or violation of any term or provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation.
11. This agreement shall be governed and construed in accordance with the laws of the State of New York.
12. This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

13. The entire agreement of the parties is contained in this agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and offers of judgment or statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date above written.
Town of Windsor ("Town")

Carolyn Price, Supervisor L.S.

("Owner")

New York Rail-Trail Company, LLC

By:_____

**Town of Windsor, County of Broome, State of New York
RESOLUTION AUTHORIZING SUPERVISOR
TO HIRE PAUL B. KOERTS FOR SURVEY WORK
Resolution #2-2013**

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 9th day of January, 2013, the following resolution was

OFFERED BY: Deputy Supervisor George B. West
SECONDED BY: Councilman William J. McIntyre

WHEREAS, the Town of Windsor has been in contact with New York State Department of Environmental Conservation regarding the Town owned quarry, and

WHEREAS, the Town Board of the Town of Windsor must make a determination as whether it wishes to close the quarry or renew its application to mine, and

WHEREAS, the Town Board has researched the matter, and discussed the matter with the highway superintendent, town engineer and attorney for the town and after discussions it has determined that it is in the best interest of the Town of Windsor to renew the mine application, and

WHEREAS, in order to renew the mine application, it is necessary for the town to have certain survey work done, and **WHEREAS**, surveys are a professional service, but in the interest of obtaining the lowest responsible quote, the Town Engineer sought quotes, and

WHEREAS, a quote from Professional Land Surveyor Paul B Koerts for \$9,000 for the subject work, which is attached, is the lowest responsible quote received, and

WHEREAS, a survey is a type II action under 6 NYCRR 617.5(17), as it is "mapping of existing roads, streets, highways, natural resources, land uses and ownership patterns", and

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby makes a determination that the Project is Type II action under 6 NYCRR 617.5(17); and no further analysis is necessary and further

RESOLVED, the Town authorizes the Supervisor the hire Paul B. Koerts, for the survey work as outlined in the attached Work Order.

RESOLVED, this resolution shall take effect immediately.

Vote of the Board:

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

Motion Approved.

Resolution Adopted: January 9, 2013

Williams representatives, Helen Humphreys and Dave Thompson, Operations Supervisor, were present to address two subjects:

- The progress made regarding sound at the station, as trying to comply with both NYS regulations and Town of Windsor's Ordinance. "Installed an exhaust silencer, did another sound survey. The sound survey identified the coolers as being the source of most of the sound. Will be swapping-out three of the coolers, replacing them with horizontal coolers that run on electricity, and are ultra quiet."
- The December 16, 2012, incident: A dehydrator overheated, it automatically shut down, automatically notified staff in the field/gas control. There was a malfunction in the dehydrator; glycol, which contained a few flames, dripped out into the cement containment area, staff extinguished the flames and with an abundance of caution shut down the station. When the station was shut down, the natural gases vented into the air and created a loud sound, which was the disturbance in the neighborhood. Have a silencer on order.

More tours will be given in the Spring, as now it is a construction zone.

Williams reps. Humphreys and Thompson submitted a copy of a letter regarding sound mitigation. Code Enforcement Officer Brown expressed concern with the wording and information in the second page, third paragraph, of that letter, from Williams, dated January 2, 2013.

Kelly Pennay wanted clarification on specifics regarding the compressor station.

Supervisor Price mentioned that she will be exploring the possibility of having a couple representatives from Williams, a couple Town Board members, and a couple representatives from "the neighborhood" form a group to discuss issues. Humphreys said Williams would be very receptive to the idea.

NEW BUSINESS:

Supervisor Price announced the

TOWN OF WINDSOR GOVERNMENT FOR 2013 / 2013 SUPERVISOR APPOINTMENTS

TOWN BOARD COMMITTEES:

COUNCIL OF GOVERNMENT	ALL BOARD MEMBERS
BANKING	PRICE & BATES
DOG CONTROL	WEST & HAWK-SHULER
HIGHWAY	BATES & MCINTYRE
HISTORY & CEMETERY	PRICE & HAWK-SHULER
INSURANCE	WEST & BATES
NATURAL GAS	WEST & HAWK-SHULER
PERSONNEL	WEST & PRICE
SEWER	PRICE & BATES
TOWN HALL	PRICE & MCINTYRE
YOUTH & RECREATION	BATES & HAWK-SHULER
ZONING/PLANNING/CODE ENF.	WEST & MCINTYRE

APPOINTMENTS:

DEPUTY TOWN SUPERVISOR	GEORGE B. WEST
HISTORIAN	LUELLA ENGLISH
REGISTRAR OF VITAL STATISTICS	BARBARA MILLER
DOG CONTROL OFFICER	FLOYD BRONSON
DEPUTY DOG CONTROL OFFICER	DAVID BROWN
BINGO INSPECTOR	DAVID BROWN
YOUTH DIRECTOR	BOB CROWLEY
BASEBALL / SOFTBALL	KARL HOWARD
TOWN HALL CUSTODIAN	JAMES ANDERSON
ASSOCIATION OF TOWNS	ALL BOARD MEMBERS
BANK - THE TOWN OF WINDSOR IS AUTHORIZED TO UTILIZE THE BANKING SERVICES FROM ANY BANK AUTHORIZED TO DO BUSINESS IN AND HAVING OFFICES IN THE STATE OF NEW YORK. (Resolution 1995-3)	
NEWSPAPER - THE WINDSOR STANDARD	
REGULAR MONTHLY MEETING - THE FIRST WEDNESDAY OF THE MONTH AT 7:00 PM.	
SPECIAL MEETINGS - AS NEEDED WITH NOTICE IN THE WINDSOR STANDARD.	
MILEAGE - \$.50	
ASSESSOR	BECKY OTTENS
GAMES OF CHANCE, MULTIPLE RESIDENCE INSPECTOR & ZONING ENFORCEMENT OFFICER	
	DAVID BROWN
ATTORNEY FOR THE TOWN	CHERYL SACCO
ENGINEER FOR THE TOWN	RONALD LAKE

BOARD APPOINTMENTS:

<i>ZONING BOARD OF APPEALS</i> - MAHLON GUERNSEY (CHAIR)	1 YEAR
HEATHER GORDON	5 YEARS
DOUGLAS FULLER	2 YEARS
DAVID KOHLBACH	4 YEARS
LISA GOETZ	3 YEARS
<i>PLANNING BOARD</i> - SHELLY JOHNSON BENNETT (CHAIR)	1 YEAR
BRUCE CAMERON	3 YEARS
BRIDGETT VAN NORMAN	2 YEARS
FRANCIS M. STONE	1 YEAR
EVE NEUREUTER	5 YEARS
ALTERNATES DOUG SAUNDERS	1 YEAR APPOINTMENT
PENDING	1 YEAR APPOINTMENT

ASSESSORS BOARD OF REVIEW-

MAHLON GUERNSEY (CHAIR)	9-30-2008	4 YEARS
BRIAN MORRIS	9-30-2011	4 YEARS
DOUGLAS TUCKER	10-1-2011	4 YEARS

Motion By: Deputy West Sec. By: Councilwoman Hawk-Shuler

To advertise for accepting letters of interest regarding position of “Alternate” Planning Board member.

Vote of the Board:

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

Motion Approved

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

To approve the above 2013 Appointments and Committees, as above.

Vote of the Board:

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

Motion Approved.

Supervisor Price mentioned that an upcoming Town Board meeting, possibly one in the Spring, will be held at the West Windsor Fire Hall, and we’ll take a tour of the sewage treatment plant before the meeting. Tour would be open to the public.

Discussion regarding Advisory Committee for Sewage Treatment Plant. Councilman Bates will be on this committee, and will have some additional input for the February meeting.

Motion By: Deputy West Sec. By: Councilman Bates

To approve Autumn Nicole Zeh as a new member of the West Windsor Fire Co.

Vote of the Board:

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

Motion Approved.

Supervisor Price notified the Board of the 2013 Training School and Annual Meeting of the Association of Towns of the State of New York. Must submit the certificate of designation, as to who the Town’s voting delegate will be:

Motion By: Councilman Bates Sec. By: Councilman McIntyre

Supervisor Price be the voting delegate, with Councilwoman Hawk-Shuler as the alternate.

Vote of the Board:

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

Motion Approved.

Town of Windsor, County of Broome, State of New York
RESOLUTION ADOPTING ATTACHED VEHICLE USAGE POLICY
FOR THE TOWN OF WINDSOR

Resolution #4-2013

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 9th day of January.

2013, the following resolution was

OFFERED BY: Councilman McIntyre

SECONDED BY: Deputy West

WHEREAS, the Town of Windsor has been in contact with Department of the Treasury, Internal Revenue Service regarding Employer provided vehicles and the need for a vehicle usage policy, and

WHEREAS, the Town Board has researched the matter, and discussed the matter with the attorney for the town and after discussions it has determined that it is in the best interest of the Town of Windsor to adopt the attached policy, and

WHEREAS, the adoption of a policy is a Type II action under 6 NYCRR 617.5(27) and (20), as it is the adoption of a policy related to routine or continuing agency administration and management, and

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby makes a determination that the Project is Type II action under 6 NYCRR 617.5(27) and (20); and no further analysis is necessary and further

RESOLVED, that the Town Board adopts the attached policy.

RESOLVED, this resolution shall take effect immediately.

Vote of the Board:

Supervisor Carolyn W. Price - AYE

Deputy Supervisor George B. West - AYE

Councilman Timothy Bates - AYE

Councilwoman Lesa Hawk-Shuler - AYE

Councilman William McIntyre - AYE

Motion Approved.

Resolution Adopted: January 9, 2013

Councilman Bates mentioned that he received a letter from the school, inviting the Town Board to the Annual Safety Meeting on February 6, 2013.

Supervisor Price stated that the Town Board Meetings will now be held at 7:00pm, rather than 7:30pm. The July, 2013, Board meeting will be on Wednesday, July 10, 2013.

Motion By: Councilman Bates Sec. By: Councilman McIntyre

To change the July, 2013, Town board meeting to be on the 10th, instead of July 3rd.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Councilman Bates welcomed Supervisor Price, Councilwoman Hawk-Shuler and Councilman McIntyre to the Town Board.

PUBLIC COMMENTS:

None.

ADJOURNMENT:

Motion By: Councilwoman Hawk-Shuler

Sec. By: Councilman Bates

To adjourn the meeting at 8:43pm.

Vote of the Board:

Supervisor Price - AYE

Deputy Supervisor West - AYE

Councilman Bates - AYE

Councilwoman Hawk-Shuler - AYE

Councilman McIntyre - AYE

Motion Approved.

Respectfully Submitted,

Barbara Rajner Miller, Windsor Town Clerk