

**Public Hearing Meeting  
Windsor Town Board  
November 7, 2012  
7:30pm**

**Present were:** Supervisor Randy J. Williams, Councilman LeWayne H. Colwell, Councilman George B. West, Councilman Timothy J. Bates, Councilman Jeff Olin, Attorney Cheryl Sacco, Code Enforcement Officer Dave Brown, Town Engineer Ron Lake, Town Clerk Barbara Rajner Miller and the following guests: Lesa Hawk-Shuler, Carolyn Price, Fred Stapleton, William McIntyre, Bruce Cameron, Jerry Henehan, Barton Wolford, Ron Rambo, Sr, Sue Rambo, Bob Merkel, Eileen Ruggieri, Doris Weaver, Floyd Bronson, John McNulty, and one other.

Supervisor Williams called the meeting to order at 7:30pm, and congratulated the candidates that won at last night's election.

**PUBLIC HEARING: VERIZON WIRELESS – Start time: 7:30pm**

**Public Hearing Ended: 7:33pm**

Attorney Sacco mentioned that the neighbor letters have been sent out, that the 239 is done, and that we got money for the escrow.

Attorney Sacco did the SEQRA.

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

**A Resolution Approving the Application of Binghamton MSA Limited Partnership, a new York Limited Partnership d/b/a Verizon Wireless for a Tower Special Use Permit to authorize Applicant to upgrade and modify a wireless telecommunications facility on property (hereinafter "Property") owned by Weaver Irrevocable Trust and Barbara J. Martin and situated at 599 Ostrander Road in the Town of Windsor, County of Broome, State of New York (Tax Map Number 167.00-1-33.12).**

**Resolution #45-2012**

**PRESENT:** Supervisor Randy J. Williams  
Councilman LeWayne H. Colwell  
Councilman Tim Bates  
Councilman Jeffrey Olin  
Councilman George B. West.

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **7th day of November, 2012**, the following resolution was

**OFFERED BY:** Councilman Jeff Olin

**SECONDED BY:** Councilman Timothy J. Bates

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

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

A. Finds and determines that **Binghamton MSA Limited Partnership, a new York Limited Partnership d/b/a Verizon Wireless** (hereinafter "Applicant") has filed an application (hereinafter "Application") with the Town for a Tower Special Use Permit for Wireless Telecommunications Facilities (hereinafter "Special Use Permit") to authorize Applicant to **upgrade and modify** an existing tower and operate a wireless telecommunications facility (hereinafter "Wireless Facility") on property (hereinafter "Property") owned by **Weaver Irrevocable Trust and Barbara J. Martin** and located at 599 Ostrander Road in the Town of Windsor, County of Broome, State of New York (Tax Map Number 167.00-1-33.12). Applicant desires to add two (2) six foot microwave dishes on the existing 250 foot tower. One microwave dish would be installed at the 98 feet elevation and the second at the 246 foot elevation.

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

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

D. Upon the advice of Ronald B. Lake, P.E., the Town's Consultant, the Town waives the following requirements; as they more appropriately relate to new Telecommunications Tower construction:

A pre-application meeting, Height requirement, Visual Impact Assessment, Zone of Visibility Map, Pictorial representations, Screening requirements, underground utility requirements, Certification of a topographic and geomorphologic study and analysis requirements, drainage plan requirements, propagation studies, the requirement that the applicant disclose any agreement precluding or limiting sharing any new Telecommunications Tower that is constructed, shared use plans, Certification that the tower is designed with a break point that would result in the tower falling or collapsing within the boundaries of the property on which it is placed, Certification that the tower is grounded and bonded, Feasibility study for future collocation or sharing, and Lot size and setbacks.

Good cause has been shown; that this is a collocation on an existing tower and these waivers are appropriate. The Town prefers shared use of existing Telecommunication Towers.

E. Finds and determines that the application would add two (2) six foot microwave dishes on the existing 250 foot tower. One microwave dish would be installed at the 98 feet elevation and the second at the 246 foot elevation.

F. Finds and determines that the Property is located in an Agricultural (A) zoning district. The site is referred to as the Crown Castle "Windsor" Cell Site.

G. Finds and determines that the Town Board duly conducted a public hearing on the proposed Wireless Facility at the Windsor Town Hall, 124 Main Street, Windsor, NY, which was opened in and closed on November 7, 2012; 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.

H. Based on the representations made by the Applicant, finds and determines that this existing tall structure on the Property can accommodate the antennas proposed to be installed by Applicant; and would result in the provision of the desired coverage. Other collocation is unavailable or would be inadequate. A collocation is preferred by the Town to new construction.

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

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

K. Adopts a negative declaration in connection with the project and the underlying action. Section 2. The Town Board hereby approves the Application, subject to the provisions and conditions set forth hereinafter. The Town Board hereby authorizes the issuance to Applicant of the requested Special Use Permit, subject to the following provisions and conditions with which Applicant must comply before any building permit shall be issued to Applicant for the Wireless Facility:

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

B. Applicant recognizes, understands and agrees that the Special Use Permit is non-exclusive, cannot be assigned or transferred without the express written consent of the Town Board, that such consent shall not be unreasonably withheld and that the Special Use Permit may be revoked, canceled or terminated for a violation of the conditions and provisions of the Special Use Permit or for a material violation of the Town Law.

C. Applicant must secure and furnish to the Town a removal bond in the amount of \$15,000.00, the form of which shall be subject to the approval of the Attorney for the Town. The requirement of a removal bond in the amount of \$75,000 is hereby waived due to the nature and scope of the removal that would be required for this collocation.

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

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

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

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

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

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

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

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

L. The applicant, shall also provide the following, as required by Section 93-100:

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

M. Applicant is responsible to maintain the access road or have the road maintained by the appropriate parties. Lastly, Applicant shall provide to the Town Code Enforcement Officer, an emergency contact name and number, so that any emergency, including those with the access road, can be timely and adequately remedied.

Section 3. In accordance with Section 93-84 of the Town Code, the Town Board waives the height requirement, which limits the height of a Wireless Facility to 140 feet. The Applicant is hereby authorized to collocate its facility on the existing Telecommunication Tower on 599 Ostrander Road in the Town of Windsor, County of Broome, State of New York (Tax Map Number 167.00-1-33.12) owned by Crown Castle Tower, regardless of its existing height..

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

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

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

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

Section 7. This Resolution shall take effect immediately.

**Vote of the Board:**

Supervisor Randy J. Williams - AYE

Councilman LeWayne H. Colwell - AYE

Councilman Tim Bates - AYE

Councilman Jeffrey Olin- AYE

Councilman George B. West. - AYE

Motion Approved.

**Resolution Adopted: November 7, 2012**

**NEW BUSINESS:**

The books of the Justice Office, the Town Clerk’s Office, and the Supervisor’s Office were audited. All okay.

**Town of Windsor, County of Broome, State of New York  
A Resolution acknowledging that an examination of the  
Justice Court’s records was conducted.**

**Resolution #44-2012**

**PRESENT:** Supervisor Randy J. Williams  
Councilman LeWayne H. Colwell  
Councilman Timothy J. Bates  
Councilman Jeffrey Olin  
Councilman George B. West.

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 7th day of November, 2012, the following resolution was

**OFFERED BY:** Councilman George B. West

**SECONDED BY:** Councilman LeWayne H. Colwell

**WHEREAS,** Uniform Justice Court Act Section 2019-a partially sets forth the following:  
“It shall be the duty of every such justice, at least once a year and upon the last audit day of such village or town, to present his records and docket to the auditing board of said village or town, which board shall examine the said records and docket, or cause same to be examined and a report thereon submitted to the board by a certified public accountant, or a public accountant and enter in the minutes of its proceedings the fact that they have been duly examined, and that the fines therein collected have been turned over to the proper officials of the village or town as required by law. Any such justice who shall willfully fail to make and enter in such records and docket forthwith, the entries by this section required to be made or to exhibit such records and docket when reasonably required, or present his records and docket to the auditing board as herein required, shall be guilty of a misdemeanor and shall, upon conviction, in addition to the punishment provided by law for a misdemeanor, forfeit his office.”

**WHEREAS,** On or about the 7th day of November, 2012, the Justice Court of the Town of Windsor presented its records and docket to the auditing board of the Town of Windsor.

**WHEREAS,** On or about the 7th day of November, 2012, the auditing board of the Town of Windsor duly examined all of the Town books; including the records and docket of the Justice Court of the Town of Windsor, the Town Supervisor’s books, and the Town Clerk’s books .

**WHEREAS,** The auditing board of the Town of Windsor found no issues during its examination.

**NOW, THEREFORE,** this 7th day of November, 2012, **BE IT RESOLVED** by the Town Board of the Town of Windsor, as follows:

**RESOLVED,** The Town Board acknowledges that the required examination of the Town books was conducted and that no issues were identified during the examination.

**RESOLVED,** The Town Clerk is asked to send a copy of this resolution to Dennis W. Donnelly, Director of Internal Audit with the NYS Office of Court Administration.

**RESOLVED,** This resolution shall take effect immediately.

**Vote of the Board:**

Supervisor Randy J. Williams - AYE  
Councilman LeWayne H. Colwell - AYE  
Councilman Timothy J. Bates – AYE  
Councilman Jeffrey Olin- AYE  
Councilman George B. West – AYE  
Motion Approved.  
**Resolution Adopted: November 7, 2012**

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK  
RESOLUTION TO REFUND STALE DATED CHECKS  
RESOLUTION #46-2012**

**PRESENT:** Supervisor Randy J. Williams  
Councilman LeWayne H. Colwell  
Councilman George B. West  
Councilman Jeff Olin  
Councilman Timothy J. Bates

**Offered By:** Councilman Jeff Olin

**Second By:** Councilman George B. West

**WHEREAS,** HSBC was bought out by First Niagara and the 3 month grace period of accepting HSBC checks has expired; and

**WHEREAS,** The General Checking account has \$211.50 in outstanding checks over 3 months old; therefore;

**IT IS HEREBY RESOLVED** by the Town Board of the Town of Windsor that these stale dated checks be put back on the Town books through the following financial entry:

A201 – Cash - Savings .....\$211.50  
A2701 – Refund of Prior Years’ Expenditures.....\$211.50

**Vote of the Board:**

- AYE - Supervisor Randy J. Williams
- AYE - Councilman LeWayne H. Colwell
- AYE - Councilman Timothy J. Bates
- AYE - Councilman Jeff Olin
- AYE - Councilman George B. West

**Motion Approved.**

**Resolution Adopted: November 7, 2012**

**Motion By: Councilman George B. West                      Sec. By: Councilman LeWayne H. Colwell**

To set Public Hearing regarding Forest Lake Recreation, LLC (Former Forest Lake Campground) for December 5, 2012 at 7:30pm.

Vote of the Board:

- Supervisor Williams - AYE
- Councilman Colwell - AYE
- Councilman West - AYE
- Councilman Bates - AYE
- Councilman Olin - AYE

**Motion Approved**

239 was sent in today. Recommendation from Planning Board will be submitted to the Town Board by the 12/5/12 Town Board Meeting.

**HIGHWAY:**

- Supervisor Williams looked to Town Engineer Lake for his recommendation on the gravel pit. Lake said he tried to go through it, but doesn't feel that he has enough data to be able to make a recommendation. When we get the Consent Order, we have to know exactly what we want to do. Hwy Superintendent Kohlbach said he will talk with Greg Story and Mr. Verboys, and then contact Attorney Sacco prior to the next Town Board Meeting, regarding the mining pit issues (looking for something in writing).
- Hwy Superintendent Kohlbach wants to order a new spreader. Has a quote of \$13,469 from M&C. Town Board said he needs three quotes in total.
- Supervisor Williams inquired about a few items. Kohlbach updated: Small crusher is on Auctions International. Stairs were supposed to go to Menasse's, but they never got there. The generator and the big crusher are on hold for now. Kohlbach to forward paperwork, regarding new Army procedure, to Supervisor Williams.

**OLD BUSINESS:**

**Motion By: Councilman Jeff Olin                      Sec. By: Councilman Timothy J. Bates**

To approve minutes from the 10/3/12 Regular meeting, as submitted.

Vote of the Board:

- Supervisor Williams - AYE
- Councilman Colwell - AYE
- Councilman West - AYE
- Councilman Bates - AYE
- Councilman Olin - AYE

**Motion Approved**

**Motion By: Councilman LeWayne H. Colwell                      Sec. By: Councilman George B. West**

To approve minutes from the 10/24/12 Special Meeting/Work Session Meeting, as submitted.

Vote of the Board:

- Supervisor Williams - AYE
- Councilman Colwell - AYE
- Councilman West - AYE
- Councilman Bates - AYE
- Councilman Olin - AYE

**Motion Approved**

**Supervisor Williams requests a report from each committee monthly:**

- **Highway**-Regarding Cintas: Councilmen Colwell and Bates will meet with Hwy Superintendent Kohlbach, to discuss specs for upcoming bids.
- **Zoning/Planning**-possible development interest in West Windsor area.
- **Code Enforcement**-CEO Brown reported types/quantities of permits issued.
- **Town Hall**-none.
- **Youth/Recreation**-basketball program under way.
- **Cemetery**- none.
- **Dog Control**-DCO will talk with dog committee.
- **Sewer**-none.

- **Historical-meeting** tomorrow night at 7:00pm.
- **Natural Gas-Drilling, Pipeline, etc.-** at compressor station: working on stacks – somewhat delayed with the recent storm.

**PUBLIC HEARING: FIRE/AMBULANCE CONTRACTS FOR 2013 – Start time: 8:38pm**  
**Public Hearing Ended: 8:39pm**

**RESOLUTION OF THE TOWN BOARD OF THE  
TOWN OF WINDSOR  
AUTHORIZING A FIRE PROTECTION CONTRACT WITH  
THE WEST WINDSOR FIRE CO., INC.  
#37-2012**

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 7<sup>th</sup> day of November, 2012, there were:

**PRESENT: Randy Williams, Supervisor**  
**Timothy J. Bates, Councilman**  
**George B. West, Councilman**  
**LeWayne H. Colwell, Councilman**  
**Jeff Olin, Councilman**

Councilman Timothy J. Bates offered the following resolution and moved 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, 2012, 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 7<sup>th</sup> day of November, 2012, 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 Co., 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 Jeff Olin and duly put to a vote which resulted as follows:

**Vote of the Board:**

Supervisor Randy J. Williams - AYE  
Councilman LeWayne H. Colwell - AYE  
Councilman Timothy J. Bates – AYE  
Councilman Jeffrey Olin- AYE  
Councilman George B. West. – AYE  
Motion Approved.

**Resolution Adopted: November 7, 2012**

**AGREEMENT**

**AGREEMENT**, made this 7<sup>th</sup> day of November, 2012, 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 8<sup>th</sup> 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 7<sup>th</sup> day of November, 2012, 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 2013 ..... \$ 109,220**

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

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

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

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

7. This agreement shall continue **for a period of one year commencing on January 1, 2013, and terminating on December 31, 2013.**

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

**TOWN OF WINDSOR**

**BY:** \_\_\_\_\_  
Supervisor

**WEST WINDSOR FIRE COMPANY, INC.**

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

**SCHEDULE "A"**

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

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

**TOWN BOARD OF THE TOWN OF WINDSOR  
AUTHORIZING A FIRE PROTECTION CONTRACT WITH  
THE WINDSOR FIRE COMPANY, INC.  
RESOLUTION #38-2012**

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 **7th day of November, 2012**, there were:

- Present: Randy J. Williams, Supervisor
- Timothy J. Bates, Councilman
- George B. West, Councilman
- Jeff Olin, Councilman
- LeWayne H. Colwell, Councilman

**Councilman LeWayne H. Colwell** offered the following resolution and moved 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, 2012**, 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 7th day of November, 2012**, 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 George B. West** and duly put to a vote which resulted as follows:

**Vote of the Board:**

- Supervisor Randy J. Williams - AYE
- Councilman LeWayne H. Colwell - AYE
- Councilman Timothy J. Bates – AYE
- Councilman Jeffrey Olin- AYE
- Councilman George B. West – AYE

Motion Approved.

**Resolution Adopted: November 7, 2012.**

**AGREEMENT**

Agreement made this **7<sup>th</sup> day of November, 2012**, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome and the State of New York, hereinafter called the Town, and the Windsor Fire Company, Inc., a non-profit domestic corporation located in the Town of Windsor, County of Broome and the State of New York, hereinafter called the Fire Company

**WITNESSETH THAT:**

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

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

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

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

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

**NOW, THEREFORE**, the Town does hereby engage the Fire Company to furnish fire protection and emergency ambulance service to and for Windsor Fire Protection Districts No. 3 and 5, and the Fire Company hereby agrees to furnish such protection and such ambulance service in the manner following, to wit:

1. The Fire Company shall at all times during the existence of this contract be subject to call for the attendance upon any fire occurring in 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 ambulance service, 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 ambulance 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 ambulance 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 ambulance 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 **2013..... \$ 119,401**

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

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

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

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

7. 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 by the terms and conditions of this contract.

8. This agreement shall continue for a period of one year, from January 1, 2013 through December 31, 2013.

**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.

## **TOWN BOARD OF THE TOWN OF WINDSOR AUTHORIZING AN AMBULANCE SERVICE CONTRACT WITH THE WINDSOR FIRE COMPANY, INC. RESOLUTION #39-2012**

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 7<sup>th</sup> day of November, 2012, there were:

Present: Randy J. Williams, Supervisor  
LeWayne H. Colwell, Councilman  
Timothy J. Bates, Councilman  
George B. West, Councilman  
Jeff Olin, Councilman

**Councilman LeWayne H. Colwell** offered the following resolution and moved 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. 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 of Windsor on the 12<sup>th</sup> day of May, 1953, and

**WHEREAS**, the Town of Windsor has a contract with the Windsor Fire Company, Inc. for the furnishing of emergency ambulance service to and for Windsor Fire Protection district No. 4 **which contract expires December 31, 2012**, and

**WHEREAS**, said Windsor Fire Company, Inc. now offers and proposes to enter into a new contract with the Town of Windsor for the emergency ambulance service for said Fire Protection District No. 4, and

**WHEREAS**, due notice was given that a public hearing was held **on the 7<sup>th</sup> day of November, 2012**, in the Town Hall at 124 Main Street in the Village of Windsor, to consider a contract for the furnishing of emergency ambulance 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 having been heard, it is hereby,

**RESOLVED**, that this Board contract with the Windsor Fire Company, Inc. for the furnishing of emergency ambulance service to and for Windsor Fire Protection District No. 4, 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 emergency ambulance service to and for Windsor Fire Protection District No. 4, which said contract shall be in the form and contain the terms and provisions set forth in Schedule A annexed hereto and made a part of this resolution.

Seconded by **Councilman George B. West** and duly put to a vote which resulted as follows:

**Vote of the Board:**

Supervisor Randy J. Williams - AYE

Councilman LeWayne H. Colwell - AYE

Councilman Timothy J. Bates - AYE

Councilman Jeffrey Olin - AYE

Councilman George B. West. - AYE

Motion Approved.

**Resolution Adopted: November 7, 2012**

**AGREEMENT**

Agreement made this **7<sup>th</sup> day of November, 2012**, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome and the State of New York, hereinafter called the Town, and the Windsor Fire Company, Inc., a non-profit domestic corporation located in the Town of Windsor, County of Broome and the State of New York, hereinafter called the Fire Company,

**WITNESSETH THAT:**

**WHEREAS**, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 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 of Windsor on the 12<sup>th</sup> day of May, 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 emergency ambulance service to and for Windsor Fire Protection Districts No. 4 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 in District No. 3 thereof, described and set forth in Schedule A annexed hereto, to wit:

**NOW, THEREFORE**, the Town does hereby engage the Fire Company to furnish fire protection and emergency ambulance service to and for Windsor Fire Protection Districts No. 4 and the Fire Company hereby agrees to furnish such in the manner following, to wit:

1. The Fire Company shall at all times during the existence of this contract be subject to call for the attendance for the transportation of any sick, injured or disabled person or persons found within the said Fire Protection District No. 4. The emergency rescue and first aid squad shall respond to such a call without delay to the extent that, and whenever suitable apparatus and trained personnel are available. That in addition to such emergency ambulance service with the said Fire Protection District, whenever necessary, to respond to emergency calls outside of the said Fire Protection District for the transportation of sick, injured, and disabled persons.
2. Upon arriving at the scene of the emergency, the emergency and first aid squad of the Fire Co. will proceed diligently and in every way reasonably possible to the attendance of the emergency and the saving of life and the transportation of the sick, disabled, and injured persons 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 emergency 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 control of the said Fire Company.
3. In consideration for the furnishing of aid and the use of its apparatus and equipment, the Fire Company shall receive the sum of :

**The year 2013 .... \$2,122**

and the Town covenants and agrees to pay the same on or about the 1<sup>st</sup> day of March in each and every year of the contract as aforesaid.

4. All Monies paid to the Fire Company under the terms and provisions of the contract shall be a charge upon the said Fire Protection Districts 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 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 vehicles, 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.

6. During the existence of this contract, all members of the Fire Company and its emergency and rescue squad shall be protected under the Volunteer Firemen's Benefit Law of the State of New York and the said members of the Fire Company will engage in the performance of their duties and in answering calls or attending upon or returning from any call provided for under the terms and provisions of this contract and in the providing of emergency ambulance service pursuant to Section 109-b of the General Municipal Law, will have the same rights, privileges and immunities as volunteer firemen as provided for in the Volunteer Firemen's Law of the State of New York in connection there with, 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.

7. 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 for any personal injury or property damage. Further, the Fire Company agrees to provide at its own expense and maintain insurance protecting the Town and the Fire Protection District against all liability and damage to members of the general public or property that might be occasioned by the vehicles, apparatus or equipment of the Fire Company and its rescue and first aid squad while on their way to and from calls within the district.

8. 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 emergency ambulance service in the Windsor Fire Protection District No. 4.

9. This agreement shall continue for a period of one year commencing on January 1, 2013 and terminating on December 31, 2013.

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 COMPANY, INC.**

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

**PUBLIC HEARING: 2013 SEWER RATES – Start time: 8:42pm  
Public Hearing Ended: 8:43pm**

**Town of Windsor, County of Broome, State of New York  
A RESOLUTION ADOPTING THE 2013 SEWER BILLING RATES  
FOR MUNICIPAL SEWER USERS IN THE TOWN OF WINDSOR  
Resolution # 40-2012**

**PRESENT:** Supervisor Randy J. Williams  
Councilman LeWayne H. Colwell  
Councilman Timothy J. Bates  
Councilman Jeff Olin  
Councilman George B. West.

At a Public Hearing/Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 7th day of November, 2012, the following resolution was

**OFFERED BY: Councilman Timothy J. Bates  
SECONDED BY: Councilman LeWayne H. Colwell**

**Whereas**, the Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town"), on the 7<sup>th</sup> day of November, 2012, commencing at 7:30 PM at the Windsor Town Hall, duly held a public hearing on the Year 2013 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:

2013 Quarterly fee (Occupied): \$216.35  
2013 Quarterly fee (Vacant): \$137.26  
2013 Quarterly fee (Government/School): \$211.03

This billing change will become effective with the first billing of the year 2013; March 2013.

**Vote of the Board:**

Supervisor Randy J. Williams – AYE  
Councilman LeWayne H. Colwell – AYE  
Councilman Timothy J. Bates – AYE  
Councilman Jeff Olin – AYE  
Councilman George B. West – AYE  
Motion Approved.

**Resolution Adopted: November 7, 2012**

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK  
RESOLUTION #41-2012**

**PRESENT:** Supervisor Randy J. Williams  
Councilman George B. West  
Councilman Timothy J. Bates  
Councilman LeWayne H. Colwell  
Councilman Jeff Olin

**Title: Resolution for the application of Sales Tax Revenues for the tax year 2013.**

**OFFERED BY: Councilman George B. West  
SEC. BY: Councilman Timothy J. Bates**

**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 Randy J. Williams - AYE
- Councilman George B. West - AYE
- Councilman Timothy J. Bates - AYE
- Councilman LeWayne H. Colwell - AYE
- Councilman Jeff Olin - AYE

**DATE ADOPTED:** **November 7, 2012**

**EFFECTIVE DATE:** **JANUARY 1, 2013**

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK  
RESOLUTION # 42-2012**

**PRESENT:** Supervisor Randy J. Williams  
Councilman Timothy J. Bates  
Councilman LeWayne H. Colwell  
Councilman Jeff Olin  
Councilman George B. West

**TITLE:** Resolution to exempt the Village of Windsor from Machinery, Snow, and Misc Taxes for the **2013** Budget Year

**OFFERED BY:** Councilman George B. West

**SEC. BY:** Councilman Jeff Olin

**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 **2013** Town of Windsor Budget.

**Vote of the Board:**

- Supervisor Randy J. Williams - AYE
- Councilman Timothy J. Bates - AYE
- Councilman LeWayne H. Colwell - AYE
- Councilman Jeff Olin - AYE
- Councilman George B. West - AYE

**Date Adopted:** **November 7, 2012**

**Effective Date:** **January 1, 2013**

**PUBLIC HEARING: 2013 BUDGET – Start time: 8:44pm**

Supervisor Williams read through the 2013 Budget.

**Public Hearing Ended: 9:23pm**

**Town of Windsor, County of Broome, State of New York  
A RESOLUTION ADOPTING THE ANNUAL BUDGET OF THE TOWN OF WINDSOR FOR THE YEAR 2013  
Resolution # 43-2012**

**PRESENT:** Supervisor Randy J. Williams  
Councilman LeWayne H. Colwell  
Councilman Timothy J. Bates  
Councilman Jeff Olin  
Councilman George B. West.

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the **7<sup>th</sup> day of November, 2012**, the following resolution was

**OFFERED BY:** Councilman LeWayne H. Colwell

**SECONDED BY:** Councilman Jeff Olin

**Whereas**, the Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town"), on the **7<sup>th</sup> day of November, 2012**, commencing at 7:30 PM at the Windsor Town Hall, duly held a public hearing on the Town Year **2013** preliminary budget submitted and approved by the Town Board and filed with the Town Clerk of the Town for the fiscal year commencing **January 1, 2013**, 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 **2013 preliminary budget** of the Town of Windsor submitted, approved, and filed, as aforesaid, be and the same is hereby adopted and established as the year **2013 annual budget** for the Town of Windsor for the fiscal year beginning **January 1, 2013**. 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 Randy J. Williams – AYE  
Councilman LeWayne H. Colwell – AYE  
Councilman Timothy J. Bates – AYE  
Councilman Jeff Olin – AYE  
Councilman George B. West – AYE  
Motion Approved.

**Resolution Adopted: November 7, 2012.**

**PUBLIC COMMENT:**

- Carolyn Price wanted explanation of fund equity vs. fund balance. Prior Town Accountant, Al Reeve, clarified.

**Motion By: Councilman George B. West                      Sec. By: Councilman LeWayne H. Colwell**

To pay: \* General Fund Vouchers #491 through #538, totaling \$17,365.95; and  
\* Highway Fund Vouchers #372 through #418, totaling \$89,427.93; and  
\* Sewer Operating Fund Vouchers #64 through #74, totaling \$4,322.79; and  
\* Trust and Agency Vouchers #54 through #61, totaling \$85,527.50.

Vote of the Board:  
Supervisor Williams - AYE  
Councilman Colwell - AYE  
Councilman West - AYE  
Councilman Bates – AYE  
Councilman Olin - AYE

**Motion Approved**

**At 9:25 Motion By: Councilman Jeff Olin                      Sec. By: Councilman LeWayne H. Colwell**

To enter into Executive Session.

Vote of the Board:  
Supervisor Williams - AYE  
Councilman Colwell - AYE  
Councilman West - AYE  
Councilman Bates – AYE  
Councilman Olin - AYE

**Motion Approved**

Returned from Executive Session: 9:33pm

**Motion By: Councilman LeWayne H. Colwell                      Sec. By: Councilman George B. West**

To pay the bills.

Vote of the Board:  
Supervisor Williams - AYE  
Councilman Colwell - AYE  
Councilman West - AYE  
Councilman Bates – AYE  
Councilman Olin - AYE

**Motion Approved**

**Motion By: Councilman LeWayne H. Colwell                      Sec. By: Councilman George B. West**

To adjourn the meeting at 9:35pm.

Vote of the Board:  
Supervisor Williams - AYE  
Councilman Colwell - AYE  
Councilman West - AYE  
Councilman Bates – AYE  
Councilman Olin - AYE

**Motion Approved**

Respectfully Submitted,  
Barbara Rajner Miller, Windsor Town Clerk