

**Public Hearing & Regular Meeting of the Town Board
November 9, 2022 7:00 PM
Town of Windsor Town Hall
124 Main Streets, Windsor, NY 13865**

Supervisor Odell pointed out the exits in the room.

MEETING CALLED TO ORDER: by Supervisor Mark Odell, at 7:01 P.M.

PLEDGE OF ALLEGIANCE: was recited.

ROLL CALL by Town Clerk Elizabeth Pfister:

Supervisor Mark Odell: Present

Deputy Supervisor Daniel Colwell: Present

Councilman Gary M. Hupman: Present

Councilman Timothy Harting: Present

Councilwoman Christine Kennedy-Tierno: Present

Code Enforcement Officer Richard Osbourne: Present

Highway Superintendent Michael Kithcart: Present

Attorney Cheryl Sacco: Present

Also, present were: Don & Elizabeth Einstein, Windsor Standard; Ruth Seward, Main Street, Windsor; John Mastronardi, Griffiths Engineering; Renee Conklin, Eastern Broome EMS; Christopher Zacharias, Eastern Broome EMS; David Brown, Ostrander Road, Windsor; John West, Marys Road, Windsor; Jerry Launt, Buttercup Hill Road, Windsor; John McNulty, Locust Street, Windsor; Mark Bailey, Main Street, Windsor

PUBLIC HEARING:

Supervisor Odell Opened the Public Hearing for the 2023 Fire Contracts at 7:02 P.M. there were no comments the hearing was closed at 7:03 P.M.

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

AUTHORIZING A FIRE PROTECTION CONTRACT WITH THE WEST WINDSOR FIRE
COMPANY, INC. RESOLUTION # 34-2022

PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilwoman Kennedy - Tierno

Offered By: Deputy Supervisor Colwell

Seconded By: Councilwoman Kennedy - Tierno

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 **9th day of November, 2022**, there were:

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, 2022**, 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 **9th day of November, 2022**, to consider a contract for the furnishing of fire protection and general EMS service to the said fire protection district, and notice duly specifying the time and place of the hearing as aforesaid and giving in general terms the proposed contract, having been duly published and the said hearing having been held at the time and place specified and all persons interested in appearing have been heard, it is hereby,

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

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

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on the **9th day of November, 2022**. Said resolution was adopted by the following roll call vote:

Supervisor Mark Odell - Aye

Deputy Supervisor Daniel Colwell - Aye

Councilman Gary M. Hupman - Aye

Councilman Timothy Harting - Aye

Councilwoman Kennedy – Tierno - Aye

Motion Approved

Resolution Adopted: 11/9/2022

[Town of Windsor Seal]

Elizabeth Pfister

Town Clerk of the Town of Windsor

AGREEMENT

AGREEMENT, made this **9th day of November, 2022**, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome and State of New York, hereinafter called the Town, and the West Windsor Fire Company, Inc., a domestic corporation with its principal office located in the Hamlet of West Windsor, Broome County, New York, hereinafter called the Fire Company.

WITNESSETH, that

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

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

WHEREAS, after due notice a public hearing was duly called by the Board of the said Town and following which public hearing the Board of the Town duly adopted, on the **9th day of November, 2022**, 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 **2023** **\$134,913** and the Town covenants and agrees to pay the same on or about the 15th day of February in each and every year of and during the term of this contract.

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

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

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

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

7. This agreement shall continue for a period of one year commencing on January 1, 2023, and terminating on December 31, 2023.

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 CO., INC.

BY: _____
President

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

AUTHORIZING A FIRE PROTECTION CONTRACT WITH THE WINDSOR FIRE
COMPANY, INC. RESOLUTION #35-2022

PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilwoman Kennedy - Tierno

Offered By: Councilman Hupman
Seconded By: Councilman Harting

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, 2022**, 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 **9th day of November, 2022**, 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.

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on the **9th day of November, 2022**. Said resolution was adopted by the following roll call vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Council Member Gary Hupman	Voted - Aye
Council Member Timothy Harting	Voted - Aye
Council Member Christine Kennedy-Tierno	Voted - Aye

Motion Approved

Resolution Adopted: November 9, 2022

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk, Town of Windsor

AGREEMENT

Agreement made this **9th day of November, 2022**, between the Town of Windsor, Broome County,

New York, a municipal corporation located in the County of Broome and the State of New York, hereinafter called the Town, and the Windsor Fire Company, Inc., a non-profit domestic corporation located in the Town of Windsor, County of Broome and the State of New York, hereinafter called the Fire Company

WITNESSETH THAT:

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

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

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

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

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

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

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

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

The year 2023..... \$134,913

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

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

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

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

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

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

8. This agreement shall continue for a period of one year, **from January 1, 2023 through December 31, 2023.**

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

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
AUTHORIZING A FIRE PROTECTION CONTRACT WITH WINDSOR FIRE
COMPANY, INC. RESOLUTION #36-2022

PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilwoman Christine Kennedy – Tierno

OFFERED BY: Councilman Harting

SECONDED BY: Deputy Supervisor Colwell

WHEREAS, there has been duly established in the 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 15th day of June, 1948, and

WHEREAS, due notice was given that a public hearing was held in the Town Hall at 124 Main Street in the Town of Windsor on **9th day of November, 2022**, to consider a contract for the furnishing of fire protection to the aforesaid 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 action is a non-action under the State Environmental Quality Review Act; and thus, no further review is necessary, and it is further,

RESOLVED, that the Town 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 for Fire Protection District No. 4, which said contract shall be in the form and contain the terms and provisions set forth herein and, in the agreement, annexed hereto and made a part of this resolution.

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on the **9th day of November, 2022**. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted – Aye
Deputy Supervisor Daniel Colwell	Voted – Aye
Council Member Gary Hupman	Voted – Aye
Council Member Timothy Harting	Voted – Aye
Council Member Christine Kennedy-Tierno	Voted – Aye

Motion Approved

Resolution Adopted: November 9, 2022

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk of the Town of Windsor

AGREEMENT

Agreement made this **9th day of November, 2022**, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome, and the State of New York, hereinafter called the Town, and the Board of the Windsor Fire Company Inc., organized and existing under the laws of the State of New York, and having its principal office in the Windsor, Broome County, State of New York, hereinafter called the Fire Company

WITNESSETH THAT

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 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, and

WHEREAS, THIS CONTRACT SHALL BE SUBJECT TO A PUBLIC HEARING which with due notice a public hearing which will be held on **9th day of November, 2022** and following which public hearing the Board of the Town is expected to adopt a resolution authorizing this contract with the Fire Company for fire protection to and for Windsor Fire Protection District No. 4 on the terms and provisions herein set forth.

NOW, THEREFORE, the Town does hereby engage the Fire Company to furnish fire protection to and for Windsor Fire Protection Districts No. 4 as more fully described and set forth in Schedule A annexed hereto and the Fire Company agrees to furnish such protection to the said areas in the manner following, to wit:

1. The Fire Company shall at all times during the existence of this contract be subject to call for the attendance upon any fire occurring in the two designated areas of the said district and when notified of a fire within the said areas the Fire Company will respond and attend upon such fire without delay and with suitable apparatus and appliances properly manned. Upon arriving at the scene of the fire, the Fire Company and the firemen thereof shall proceed diligently and, in every way, reasonably possible to the extinguishment of the fire and the saving of life and property in connection therewith. Notwithstanding the foregoing, it is hereby mutually understood and agreed between the two parties hereto that the Fire Company, its officers or members shall not be liable for their failure to answer any such alarm or notice of fire as aforesaid if such failure is due to the impassability of the highways, absence of equipment from the community, breakdown of equipment and/or any other cause not within the control of the said Fire Company. The Fire Company further agrees that it will protect the said Town and/or the said Fire Protection District No. 4 from all liability and responsibility by reason of its own breach of and covenants contained within this paragraph.

2. In consideration for the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive the sum of **Ten Thousand and Eighteen Dollars, (\$10,018.00) for each year** so long as this contract shall be in effect and the Town agrees to pay the same on or about the **1st day of March** during each year of the term of this contract.

3. All monies to be paid to the Fire Company

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

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

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

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

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

8. This agreement shall continue for a period from **January 1, 2023** until **December 31, 2023** and thereafter until terminated by the service of a sixty-day notice in writing by either party hereto

upon the other. The notice herein provided shall be served by registered mail.

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

TOWN OF WINDSOR
BY: _____
Supervisor
WINDSOR FIRE COMPANY INC.
BY: _____
President

Supervisor Odell opened the Public Hearing for 2023 Sewer Rates at 7:03 P.M. there were no comments the hearing was closed at 7:03 P.M.

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
A RESOLUTION ADOPTING THE 2023 SEWER BILLING RATES FOR MUNICIPAL
SEWER USERS IN THE TOWN OF WINDSOR RESOLUTION #37-2022

PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilwoman Christine Kennedy - Tierno

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 9th day of November, 2022, the following resolution was

OFFERED BY: Councilwoman Kennedy - Tierno
SECONDED BY: Council Hupman

Whereas, the Town Board (hereinafter “Town Board”) of the Town of Windsor (hereinafter “Town”), on the 9th day of November, 2022, commencing at 7:00 PM at the Windsor Town Hall, duly held a public hearing on the Year 2023 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:

2022 Quarterly fee (Occupied): \$ 218.00
2022 Quarterly fee (Vacant): \$ 138.30
2022 Quarterly fee (Government/School): \$ 212.64
This billing will become effective with the first billing of the year **2023; March 2023.**

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on 9th day of November, 2022. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Council Member Gary Hupman	Voted - Aye
Council Member Timothy Harting	Voted - Aye
Council Member Christine Kennedy-Tierno	Voted - Aye

Motion Approved

Resolution Adopted: November 9, 2022

[Town of Windsor Seal]

Elizabeth Pfister,
Town Clerk of the Town of Windsor

Supervisor Odell opened the Public Hearing for 2023 Eastern Broome EMS at 7:04 P.M. there were no comments the hearing was closed at 7:04 P.M.

TOWN OF WINDSOR, COUNTY OF BROOME STATE OF NEW YORK
AUTHORIZING AN AMBULANCE SERVICE AGREEMENT WITH WINDSOR
EMERGENCY SERVICES, INC. RESOLUTION #38-2022

**PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilwoman Christine Kennedy-Tierno**

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 9th of November, 2022, the following resolution was

**Offered by: Deputy Supervisor Colwell
Seconded by: Councilwoman Kennedy -Tierno**

WHEREAS, the Town Board duly held a public hearing on November 9th, 2022 to consider a proposed agreement between the Town of Windsor and Windsor Emergency Services Inc. to furnish emergency medical ambulance services within the Town of Windsor, for the period beginning on January 1, 2023 and ending December 31, 2023; and

WHEREAS, the Town Board heard all persons desiring to be heard in the matter and the matter was fully discussed and considered by the Town Board.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Windsor hereby resolves as follows:

Section 1. The Supervisor of the Town of Windsor is hereby authorized to sign and deliver on behalf of the Town of Windsor the Agreement for Ambulance Service for the for the period beginning on January 1, 2023 and ending December 31, 2023 between the Town of Windsor and Windsor Emergency Services Inc.; and

Section 2. Said agreement shall be substantially in accordance with the version thereof which is now on file in the office of the Town Clerk of the Town of Windsor, and shall be subject to the approval of the attorney for the Town of Windsor.

Section 3. This resolution shall take effect immediately.

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Town Hall on the 9th day of November, 2023. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Council Member Gary Hupman	Voted - Aye
Council Member Timothy Harting	Voted - Aye
Council Member Christine Kennedy-Tierno	Voted - Aye

Motion Approved

Resolution Adopted: November 9, 2022

[Town of Windsor Seal]

Elizabeth Pfister, Town Clerk
Town of Windsor

Supervisor Odell opened the Public Hearing for 2023 Budget at 7:05 P.M. there were no comments the hearing was closed at 7:05 P.M.

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
RESOLUTION FOR THE APPLICATION OF SALES TAX REVENUES FOR THE TAX
YEAR 2023
RESOLUTION #39-2022**

**PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilwoman Christine Kennedy-Tierno**

OFFERED BY: Councilman Hupman

SECONDED BY: Deputy Supervisor Colwell

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.

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on **9th day of November, 2022**. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Council Member Gary Hupman	Voted - Aye
Council Member Timothy Harting	Voted - Aye
Council Member Christine Kennedy-Tierno	Voted - Aye

Motion Approved

Resolution Adopted: November 9, 2022

EFFECTIVE DATE: JANUARY 1, 2023

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk of the Town of Windsor

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
RESOLUTION EXEMPTING THE VILLAGE OF WINDSOR FROM MACHINERY, SNOW
AND MISC. TAXES FOR 2023 RESOLUTION #40-2022**

**PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilwoman Christine Kennedy-Tierno**

OFFERED BY: Councilwoman Kennedy-Tierno

SECONDED BY: Councilman Harting

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 **2023** Town of Windsor Budget.

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on **9th day of November, 2022**. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Council Member Gary Hupman	Voted - Aye
Council Member Timothy Harting	Voted - Aye
Council Member Christine Kennedy-Tierno	Voted - Aye

Motion Approved

Resolution Adopted: November 9, 2022

EFFECTIVE DATE: JANUARY 1, 2023

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk of the Town of Windsor

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
A RESOLUTION ADOPTING THE ANNUAL BUDGET OF THE TOWN OF WINDSOR
FOR THE YEAR 2023 RESOLUTION #41-2022**

**PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell**

**Councilman Gary M. Hupman
Councilman Timothy Harting
Councilwoman Kennedy-Tierno**

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 9th day of November, 2022, the following resolution was

**OFFERED BY: Councilman Hupman
SECONDED BY: Deputy Supervisor Colwell**

Whereas, the Town Board (hereinafter “Town Board”) of the Town of Windsor (hereinafter “Town”), on the 9th day of November, 2022, commencing at 7:00 PM at the Windsor Town Hall, duly opened a public hearing on the Town Year 2023 Recommended Final Budget, and closed said public hearing, submitted and approved by the Town Board and filed with the Town Clerk of the Town for the fiscal year commencing January 1, 2023, 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 regular session, does hereby resolve as follows:

Section 1. The said year 2023 Recommended Final Budget of the Town of Windsor submitted, approved, and filed, as aforesaid, be and the same is hereby adopted and established as the year 2023 Annual Budget for the Town of Windsor for the fiscal year beginning January 1, 2023. 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.

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on 9th day of November, 2022. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Council Member Gary Hupman	Voted - Aye
Council Member Timothy Harting	Voted - Aye
Council Member Christine Kennedy-Tierno	Voted – Aye

Motion Approved

Resolution Adopted: November 9, 2022

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk of the Town of Windsor

PUBLIC COMMENTS: None

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

Motion to Recess for Legal advice at 7:06 P.M.

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

Motion By: Deputy Supervisor Colwell Sec. By: Councilwoman Kennedy-Tierno
Motion to Return from Legal advice at 7:40 P.M.

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

APPROVAL OF MINUTES:

Motion By: Councilman Hupman Sec. By: Councilwoman Kennedy-Tierno
Motion to approve the minutes of the October 5, 2022 Regular Meeting as submitted.

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

FINANCIAL REPORT:

Motion By: Deputy Supervisor Colwell Sec. By: Councilman Hupman
Motion to approve November 2022 Bills for Payment.

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

September 2022 and October 2022 Financials distributed to the Board, Supervisor Odell asked if there were any questions. There were none.

COMMITTEE REPORTS:

ASSESSOR:

The Board reviewed the Assessors 2022 report

CEMETERIES:

DOG CONTROL:

Dog Control Officer had his annual Ag & Market inspection today a report will be sent.

ECONOMIC DEVELOPMENT:

ENERGY:

HIGHWAY:

Highway Superintendent Kithcart said the pole barn modification is almost complete, the heat is scheduled to be installed next week.

HISTORY:

Councilman Harting advised that he had come in to Town Hall during the week and ran into the Historian, Rita Saunders and she asked if the history volunteers could use the Planning Board room upstairs so they would have more space. Rita had already spoken with the Planning Board and they do not use the room and do not mind if the history volunteers do. Councilman Harting made the Board aware that the room was storing a lot of old, surplus computer equipment. Councilman Harting verified that all items could be removed for disposal and the Towns I.T. company is willing to recycle them at no charge.

SENIOR CITIZENS:

TOWN CLERK/REGISTRAR:

The Board reviewed the Town Clerk's October 2022 report, the Clerk told the Board she had been in touch with the County regarding tax bills since they will be printed at the Town this year.

TOWN HALL:

Supervisor Odell asked what the contract with Appolo Heating for a 1-year maintenance contract was for. The Clerk explained that it had been 1 year since Appolo had been here to perform the yearly check on the boiler and the Secretary to the Supervisor had called to schedule this year's

maintenance this is the fee for the yearly maintenance of the boiler at the Town Hall. Councilman Harting had come in to look around to get a better idea of where the heat loss issues are that were discussed at the October 5, 2022 Board meeting and would like to reach out to a few places for quotes on insulating the areas, all were agreeable.

WASTEWATER TREATMENT PLANT:

Motion By: Councilwoman Kennedy-Tierno Sec. By: Deputy Supervisor Colwell
Motion to Approve Use of ARPA Funds to Purchase a Submersible Pump at the Wastewater Treatment Plant in the Amount of \$6459.00

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

Discussion: Supervisor Odell stated that Plant Manager Don Sherwood had band aided the current pump as long as he could but it needs to be replaced at this point. Supervisor Odell stated that we will begin to see a lot more parts failing as the 10-year mark approaches, more and more parts will need to be replaced and the Board does everything that it can to keep the costs down for the users but not sure how long it will sustain itself

YOUTH & RECREATION:

ZONING, PLANNING & CODE ENFORCEMENT:

The Board reviewed the October 2022 Zoning report, there were no comments.

PUBLIC SAFETY:

Supervisor Odell read the “Thank You” note sent from Eastern Broome EMS for the pediatric bags the Town purchased for the ambulance.

The Board reviewed the EMS September and October 2022 profit/loss reports and call volume reports.

UNFINISHED BUSINESS:

New York State D.O.T. will perform a Traffic Safety and Mobility Office will perform a review of Ostrander Road in response to the Town’s request to reduce the speed limit.

NEW BUSINESS:

Annual Audit of Justice Court Records for December 1, 2021 – November 30, 2022 will be done by Councilman Harting and Supervisor Odell by December 13, 2022

Annual Audit of Town Clerk/Tax Collector Records for December 1, 2021 – November 30, 2022 by Deputy Supervisor Colwell and Councilman Hupman by December 13, 2022

Annual Audit of Chief Fiscal Officers Records for December 1, 2021 – November 30, 2022 Councilman Hupman and Councilman Harting by December 13, 2022

Annual Audit of Tax Collectors Records for January 1, 2022 – October 30, 2022 Councilwoman Kennedy – Tierno and Deputy Supervisor Colwell by December 13, 2022

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

Motion to Approve the Supervisor or his Designee to Sign a Contract with Griffiths Engineering, LLC. to be Lead Agency for the Windsor Highway Department Maintenance Garage in the Amount of \$434,000.00

Motion Retracted

Discussion: Councilman Harting questioned if we had compared cost with other engineers and asked what services does that fee include. His concern is that previously there was an error with the engineering fee and when it was researched there was a \$500,000 error. John Mastronardi explained that the engineering fee includes Griffiths preparing the design and construction administration on the highway garage on top of the design and lead agency for the project. Attorney Sacco advised that this is something the Board wants otherwise someone would have to be found to write an RFP to go out and hire a different engineer and also someone to handle all of the administration which will be difficult to find. Deputy Supervisor Colwell said the Board already thought enough of Griffiths to hire them as the engineer for the Town and to look at comparing engineering firms would set this project back months and all Board members agreed. Councilman Harting just wanted the point made that no one on the Board knows what these costs typically are more research should be done moving forward.

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

Motion to Authorize the Supervisor or His Designee to Sign a Contract with Griffiths Engineering to Design and for Construction Management Administration on the Windsor Highway Department Maintenance Garage for 5.5% of Total Project Costs, or an Amount Not to Exceed \$434,000.00

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

Discussion: Attorney Sacco requested that John Mastronardi from Griffiths send her a corrected copy of the contract so she can make sure it is accurate and then the Town will sign.

Motion By: Councilman Harting Sec. By: Councilman Hupman

Motion to Authorize the Supervisor or His Designee to Send a Letter to Broome County to Request Mobile DMV Services at the Town Hall for 2023

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

Motion By: Councilman Hupman Sec. By: Councilwoman Kennedy-Tierno

Motion to Approve the Supervisor or His Designee to Sign a Letter of Support for the Town Clerk to Apply for a Preservation Survey from Documentary Heritage & Preservation Services of NY at No Cost to the Town for the History Room

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell-Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

Discussion: The Clerk explained this was to have someone come in from the Documentary Heritage & Preservation at no charge and do an assessment of the History room and provide an outlined plan for preserving the records and items that they have.

Motion By: Supervisor Odell Sec. By: Councilman Harting

With Deep Regret to Accept the Resignation of Annika Polhamus Effective November 10, 2022 as Part-Time Clerk

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

Discussion: Supervisor Odell thanked Annika for all her help with the budget and said that the Town wishes her well with her future.

UPCOMING MEETING: December 14, 2022 7:00 P.M. Windsor Town Hall

PUBLIC COMMENTS:

Dave Brown-Ostrander Road, Windsor-Asked if the Mobile DMV would be available without appointments being required, as the newspaper still says it's required. the Town Clerk informed that they have not required appointments for a few months now.

Motion By: Deputy Supervisor Colwell Sec. By: Councilman Harting

Motion to Recess for Executive Session for Matters Regarding the Employment of Particular Persons and Legal advice at 8:08 P.M.

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

Motion By: Deputy Supervisor Colwell Sec. By: Councilwoman Kennedy-Tierno

Motion to Return from Executive Session for Matters Regarding the Employment of Particular Persons and Legal advice at 8:22 P.M.

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

ADJOURNMENT:

Motion By: Deputy Supervisor Colwell Sec. By: Councilwoman Kennedy - Tierno

Motion to Adjourn Meeting at 8:22 P.M.

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilwoman Kennedy-Tierno- Aye

Motion Passed

Respectfully Submitted,

Elizabeth Pfister
Town Clerk