

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
AUTHORIZING A FIRE PROTECTION CONTRACT WITH WINDSOR FIRE
COMPANY, INC. RESOLUTION #32-2023**

PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilman Daniel R. Price

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 1st day of November, 2023, there were:

OFFERED BY:
SECONDED BY:

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 1st day of November, 2023, 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 1st day of November, 2023. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted –	
Deputy Supervisor Daniel Colwell	Voted -	[Town of Windsor Seal]
Councilman Gary Hupman	Voted -	
Councilman Timothy Harting	Voted -	
Councilman Daniel R. Price	Voted –	

Motion Approved
Resolution Adopted:

Elizabeth Pfister, Town Clerk
Town of Windsor

AGREEMENT

Agreement made this 1st day of November 2023, 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, 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 Town and following the public hearing, the Board of the Town duly adopted on the 1st day of November, 2023, 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 and general EMS service 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 \$10,018.00 for the year 2024 and the Town agrees to pay the same on or about the 15th day of February, 2024 subject to the terms and conditions of this Agreement.

3. The Parties agree that it is to the interest and benefit of both contracting Parties to operate in a transparent and accountable matter. In further consideration of the compensation set forth in Paragraph three (3) above, the Fire Company agrees to provide the following to the Town:

a. On a quarterly basis, within 20 days subsequent to the following dates: March 1, 2024,

June 1, 2024, September 1, 2024 and January 1, 2025, an itemized summary of revenues and expenditures; a monthly headcount of active, deployable volunteers for the prior three months, and an itemization including the date and address of calls responded to by the Fire Company during the three months immediately preceding the date of the report.

- b. On an annual basis, on or before February 1 of the current calendar year, prior to the release of funds by the Town to the Fire Company pursuant to this contract, the Fire Company shall provide to the Town a year-end financial statement of its operating revenues and expenses for the previous calendar year.
- c. The Fire Company further agrees to provide the Town within 20 days of its completion, a copy of any audit statements and related summary financial statements of any audit: required pursuant to New York State Law including but not limited to New York State Town Law or General Municipal Law; performed by the New York State Comptroller's Office or other New York State Agency; initiated by and performed for the Fire Company. At the Town's discretion, the audit summary and associated financial statements described herein may be substituted for the year-end financial statement set forth in Paragraph 4-b above.

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.

8. 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 commencing on January 1, 2024 and terminating on December 31, 2024.

IN WITNESS WHEREOF, 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

SCHEDULE "A"

Boundaries of Fire Protection District 4

SCHEDULE "B"

Insurance obligations

STATE OF NEW YORK)
 SS:
COUNTY OF BROOME)

On this ___ day of _____, 202_ before me personally came Mark Odell, to me personally known, who, being duly sworn, did depose and say that he resides in the Town of Windsor, New York; that he is the Supervisor of the Town of Windsor, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Windsor and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
 SS:
COUNTY OF BROOME)

On this ___ day of _____ 202_ before me personally came Mark Bailey, to me personally known, who, being duly sworn, did depose and say that he/she resides in the Town of Windsor, New York; that he/she is President of the for the Windsor Fire Company Inc, the corporation described in and which executed the above instrument.

Notary Public