

Public Hearing & Regular Meeting of the Town Board
November 1, 2023 7:00 PM
Town of Windsor Town Hall
124 Main Streets, Windsor, NY 13865

MEETING CALLED TO ORDER: by Supervisor Mark Odell, at 7:00 PM

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
Councilman Daniel R. Price: Present
Code Enforcement Officer Richard Osbourne: Present
Highway Superintendent Michael Kithcart: Present
Attorney Mark Spinner: Present

Also, present were: Khristine Breeding, Route 79; Renee Conklin, Broome EMS; Christopher Zacharias, Broome EMS; Gail Bagg, Shedd Road; John Mastronardi, Griffiths Engineering; David Brown, Ostrander Road; Ruth Seward, Main Street; Kathy Babcock, Cemetery Group; John Knapp, Cemetery Group; Gregg & Lorrie Bronson, Buell Road; Nancy Bowman, Blatchley Road; Sara Manning, Trim Street

RECOGNITION: The Town Board recognized volunteers that have been working in the various cemeteries around the Town; Jeremie Rounds, Joe & Laura Fiore, Kathy Babcock, Gail Bagg, Rita Saunders, and Jason Lehr. The Board also recognized residents that have come forward to maintain the Mountainview Cemetery on Trim Street; Gregg & Lorrie Bronson, Sara Bowman and John Hawley. Supervisor Odell said he commended everyone for their efforts and is grateful for the work of the volunteers.

Joe Fiore gave the Town Board a short report on what these volunteers have accomplished over the summer months and what their plans are for over the winter in order to prepare for warmer weather to return. They have worked to identify every veteran burial to ensure that each veteran has a headstone, there are still some veteran burials in the Town without headstones. Joe will also be reaching out the New York State Division of Cemeteries for more information on any assistance they can provide for what they are doing. The group will also be exploring the possibility of forming a 501(c)3.

PUBLIC HEARING:

The Public Hearing for The Hills of Windsor Project was reopened at 7:10 P.M., no representatives were present and there were no public comments. John Mastronardi from Griffiths Engineering stated that he received the updated SWPP report last week but has not finished looking over the changes yet. Attorney Spinner said that he feels by next month the Public Hearing will be able to close next month. The Public Hearing was held open at 7:11 P.M. until the December 13, 2023 Regular Board Meeting.

The Public Hearing for 2024 Fire Contracts was opened at 7:11 P.M. there were no public comments, the hearing was closed at 7:12 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 #30-2023

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: Councilman Hupman
Seconded By: Deputy Supervisor Colwell

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

Supervisor Mark Odell – Aye
Deputy Supervisor Daniel Colwell - Aye
Councilman Gary M. Hupman – Aye
Councilman Timothy Harting - Aye
Councilman Daniel R. Price - Aye

Motion Approved

Resolution Adopted: November 1, 2023

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk of the 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 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 1st day of November, 2023, 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 2024 \$137,609.26

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. 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.

5. 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.

6. 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.

7. 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.

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 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

SCHEDULE "A"

SCHEDULE "B"

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 John West, 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 West Windsor Fire Company., Inc., the corporation described in and which executed the above instrument; that he/she 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 Board of Directors of said corporation.

Notary Public

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
AUTHORIZING A FIRE PROTECTION CONTRACT WITH THE WINDSOR FIRE
COMPANY, INC. RESOLUTION #31-2023**

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: Councilman Harting
Seconded By: Councilman Hupman

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

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Councilman Gary Hupman	Voted - Aye
Councilman Timothy Harting	Voted - Aye
Councilman Daniel R. Price	Voted - Aye

Motion Approved
Resolution Adopted: November 1, 2023

[Town of Windsor Seal]

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

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

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

The year 2024..... \$137,509.00

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. 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.

5. 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.

6. 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.

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 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."

8. 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.

9. This agreement shall continue for a period of one year, from January 1, 2024 through December 31, 2024.

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.

SCHEDULE "B"

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 Windsor Fire Company Inc., 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 Board of Directors of said corporation.

Notary Public

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

Motion Approved
Resolution Adopted: November 1, 2023

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.

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

The Public Hearing for the 2024 Sewer Rates was opened at 7:13 P.M. there were no public comments, the hearing was closed at 7:13 P.M.

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK A RESOLUTION
ADOPTING THE 2024 SEWER BILLING RATES FOR MUNICIPAL SEWER USERS IN THE
TOWN OF WINDSOR RESOLUTION #33-2023**

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

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 1st day of November, 2023, the following resolution was

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

Whereas, the Town Board (hereinafter “Town Board”) of the Town of Windsor (hereinafter “Town”), on the 1st day of November, 2023, commencing at 7:00 PM at the Windsor Town Hall, duly held a public hearing on the Year 2024 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:

2024 Quarterly fee (Occupied): \$ 225.50
2024 Quarterly fee (Vacant): \$ 138.50
2024 Quarterly fee (Government/School): \$ 220.14
This billing will become effective with the first billing of the year 2024; March 2024.

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

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Councilman Gary Hupman	Voted - Aye
Councilman Timothy Harting	Voted - Aye
Councilman Daniel R. Price	Voted - Aye

Motion Approved
Resolution Adopted: November 1, 2023

[Town of Windsor Seal]

Elizabeth Pfister,
Town Clerk of the Town of Windsor

The Public Hearing for 2024 Eastern Broome EMS was opened at 7:13 P.M. there were no public comments, the hearing was closed at 7:13 P.M.

TOWN OF WINDSOR, COUNTY OF BROOME STATE OF NEW YORK
AUTHORIZING AN AMBULANCE SERVICE AGREEMENT WITH WINDSOR EMERGENCY SERVICES, INC. RESOLUTION #34-2023

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

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 1st day of November, 2023, the following resolution was

Offered by: Councilman Harting
Seconded by: Deputy Supervisor Colwell

WHEREAS, the Town Board duly held a public hearing on November 1st, 2023 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, 2024 and ending December 31, 2024; 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, 2024 and ending December 31, 2024 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 1st day of November, 2023. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Councilman Gary Hupman	Voted - Aye
Councilman Timothy Harting	Voted - Aye
Councilman Daniel R. Price	Voted - Aye

Motion Approved

Resolution Adopted: November 1, 2023

[Town of Windsor Seal]

Elizabeth Pfister, Town Clerk
Town of Windsor

AGREEMENT FOR AMBULANCE SERVICES

AGREEMENT made this 1st day of November, 2023 by and between the Town of Windsor, a New York municipal corporation with offices and a principal place of business at the Town of Windsor Town Hall, 124 Main Street, Windsor, New York 13865 (hereinafter referred to as the “Town”), and the Windsor Emergency Services, Inc., a New York not-for-profit corporation, having its principal office at 4 Academy Street, Windsor, New York 13865 (hereinafter referred to as “Squad”).

WITNESSETH

WHEREAS, at a meeting of the Town Board (hereinafter “Town Board”) of the Town held in Windsor, New York at the Town of Windsor Town Hall, the Town Board (1) determined that it was in the public interest for the Town to enter into an agreement with the Squad to furnish emergency medical ambulance services for persons in the Town, and (2) authorized the Supervisor of the Town to sign this Agreement on behalf of the Town, and

WHEREAS, at a meeting of the Board of Directors of the Squad held in Windsor, New York prior hereto, Squad: (1) agreed to furnish such emergency medical ambulance services, and (2) authorized its president to sign this Agreement on behalf of Squad, and

WHEREAS, this agreement is authorized by General Municipal Law § 122-b and other applicable provisions of law.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. SERVICE TO BE PROVIDED

(a) Squad shall provide emergency medical ambulance service, which shall include advanced life support (hereinafter “ALS”) service, in the Town 12 hours per day from 7:00 a.m. to 7:00 p.m. 7 days per week, unless the Town has been notified of a change in hours. Such service shall be provided for persons in the Town requiring such service, and shall include pre-hospital emergency medical treatment and transport of sick or injured persons found within the boundaries of the Town to a hospital or other health care facility for treatment of such illness or injury. During the time period that Squad is required to provide ALS service in the Town, it shall house at least one ambulance it owns or leases in a suitable facility within the Village of Windsor and shall maintain other suitable equipment which is used in connection with this Agreement.

(b) Squad shall provide emergency medical ambulance service, which shall include basic life support (hereinafter “BLS”) service, in the Town 12 hours per day from 7:00 p.m. to 7:00 a.m. 7 days per week. Such service shall be provided for persons in the Town requiring such service, and shall include pre-hospital emergency medical treatment and transport of sick or injured persons found within the boundaries of the Town to a hospital or other health care facility for treatment of such illness or injury. During the time period that Squad is required

to provide BLS service in the Town, it shall house at least one ambulance it owns or leases in a suitable facility in the Village of Windsor, or another suitable facility no further than the Village of Windsor, and shall maintain other suitable equipment which is used in connection with this Agreement.

(c) Squad warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the service provided herein.

(d) The Town recognizes that Squad has a limited supply of ambulances and is not capable of responding to unlimited emergencies at one time, or while “out of service.” “Out of service” shall mean such times as when the ambulances have arrived at a health care facility with a patient but Squad is either cleaning or restocking the ambulances, or at such times as the ambulances are being routinely serviced and are “out of service” for a temporary short period of time during such routine service. The Town recognizes that Squad has limited manpower and is not capable of responding to an unlimited number of emergencies at one time, or while “out of service”, or while already caring for a patient. Town recognizes that Squad is a combination service, utilizing paid and volunteer staff, which in times of multiple calls may have to rely on volunteer manpower which may not always be able to respond to calls. Squad warrants that it will use its best efforts to respond to calls for assistance.

(e) When notified of the need for ambulance services within the Town, Squad will use its best efforts to respond and attend to any such request without delay. If the Squad is not available, the Town has directed Broome County Department of Emergency Services (hereinafter “BCDES”) to dispatch the nearest, closest, staffed ambulance.

(f) Squad shall employ (or contract with an entity furnishing) a person certified at least as a basic emergency medical technician in New York State, who shall be available to respond to emergencies in the Town twenty-four hours per day and seven days per week.

(g) At periodic intervals Squad shall notify the BCDES if Squad does not then have advanced life support personnel available to furnish such ALS within Town.

(h) Squad shall notify BCDES that in the event Squad does not have ALS capability within the Squad at a time when such capability is required, the nearest, closest, staffed unit providing the appropriate level of care shall be located and dispatched to assist.

2. INSURANCE COVERAGE FOR VOLUNTEERS AND PAID SQUAD EMPLOYEES

The parties agree that members of Squad who provide such services on a volunteer basis shall be covered through the statutory coverage under the Volunteer Ambulance Worker’s Benefit Law (hereinafter “VAWBL”) through the Village of Windsor, as allowed under NYS law. The parties agree that the Squad is “located” in both the Village of Windsor and the Village of Deposit for purposes of VAWBL section 30(2), to the extent applicable. Any claim for benefits under VAWBL shall be divided in accordance with the formula set forth in VAWBL section 30(5), between the two villages.

The parties agree that this Section 2 “Insurance Coverage for Volunteers and Paid Squad Employees” of the contract between Squad and the Town of Windsor and the contracts between Squad and the Village of Deposit and the Village of Windsor shall be identical. Squad shall not agree to any changes to the provisions of Section 2 without providing 90 days advance written notice to the Town of Windsor.

Squad shall obtain and pay for the insurance coverage of Squad’s paid employees.

3. CERTIFIED AMBULANCE SERVICE

(a) Squad agrees that it shall provide an ambulance service (i) with an ambulance or ambulances which meet(s) all applicable statutes, codes, rules and regulations and (ii) with all of the personnel, equipment and supplies required by the New York Public Health Law and the regulations promulgated by the New York State Department of Health (hereinafter “DOH”).

(b) Squad agrees to keep in force its Ambulance Service Statement of Registration, and comply with (i) all the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code (10 NYCRR Part 800), and (ii) all rules and regulations formulated by Town, pursuant to section 122-b of the General Municipal Law, relating to the use of ambulance apparatus and equipment in the provision of the ambulance services hereunder.

(c) Squad shall procure and pay for all permits and licenses necessary for the ambulance services to be rendered hereunder.

(d) Squad shall take appropriate steps to ensure that Squad has a valid certificate of need operating authority authorizing Squad to furnish and provide ambulance service within Town during the term of this Agreement.

(e) Squad agrees that it will operate, maintain and repair any ambulances it owns or leases pursuant to this Agreement in accordance with applicable provisions of law.

4. BILLING; FUND RAISING

(a) The Town hereby authorizes and expects Squad, pursuant to law, including the applicable State Comptroller and Attorney General opinions, and as described in General Municipal Law Section 122(b)(2), to impose the fees or charges for the services it provides to individual patients. The fees that shall be charged to the patients shall be determined by Squad with the Town Board's consent, which it may not unreasonably withhold, as attached hereto as Schedule "A" ("User Fees"). Prior to September 1st of each year, Squad shall submit to the Town its prior year tax returns and a proposed fee schedule applicable for the upcoming term of the Agreement. Squad reserves the right to initiate legal action against any person who does not tender payment for Squad's services without interference from Town.

(b) A copy of the bill for services shall always be sent to the individual who received the services, regardless of whether such services will be entirely or partially covered by insurance. Squad shall keep proper records and account for all User Fees received. Squad shall use its best efforts to diligently collect such User Fees from the patients who have received the services of Squad, or their insurance companies, as the case may be. All User Fees billed are understood by the parties to be the property of the Town, and when collected by Squad (including insurance payments, copayments and deductible amounts), shall be remitted by Squad (or Squad's billing/collection company) to the Town. Notwithstanding anything to the contrary in Section 6, in the event this Agreement is terminated prior to the end of its term, Squad shall continue to collect such User Fees as required herein, but remit to the Town all amounts collected prior to the effective date of termination.

(c) Notwithstanding anything to the contrary, Squad shall not, under any circumstances, provide any protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), to Town or provide any other information to Town that would subject Town to the requirements of HIPAA.

(d) Squad shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.

(e) Nothing herein shall be construed to prevent Squad from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expenses.

(f) Squad shall ensure that it has a bank account that is capable of making and receiving electronic transfers from the Town. All information regarding this account which is necessary for the Town to make electronic payments as described herein shall be provided to the Town upon request.

5. TERM

(a) The term of this Agreement shall be for a period of one year commencing on January 1, 2024 and ending on December 31, 2024

(b) This Agreement may be terminated by the Town for cause. Cause shall be limited to the following:

(1) Loss or suspension of Squad's ability to provide ambulance services to the Town.

(2) Refusal of the Squad to provide continuous ambulance services to the Town. However, the Squad's inability to respond to a call due to its involvement with another emergency call within or without the Town, or due to being "out of service" shall not constitute a failure to provide continuous ambulance services.

(3) The failure of the Squad to respond to emergencies in the Town for the period of five days. However, the Squad's inability to respond to emergencies as a result of all of Squad's ambulances being "out of service" for maintenance shall not constitute a failure of the Squad to respond to emergencies.

(4) The failure of the Squad to provide or employ an emergency medical technician in accordance with this Agreement.

(5) The failure of the Squad to contract or arrange for advanced life support services in accordance with this Agreement.

(6) The failure of the Squad to obtain proper insurance in accordance with this Agreement.

(7) The failure of the Squad to respond to an average of at least seventy-five percent (75%) of the emergencies to which Squad is dispatched in the Town, over any consecutive three-month period, or if Squad does not respond to an average of at least sixty percent (60%) of the emergencies to which Squad is dispatched in the Town, in any thirty (30) day period. However, included in these averages shall not be those emergencies not responded to by Squad due to Squad's involvement with another emergency within or without the Town, or for those occasions when Squad's ambulance vehicle is undergoing maintenance.

(c) This Agreement may be terminated by the Squad for cause. Cause shall be limited to the following: Town's failure to pay funds due to Squad when payable under this Agreement, but only after written notice has been provided by the Squad of such failure, and the passage of more than thirty days for the Town to cure without such payment having been made to the Squad.

(d) If either party elects to exercise its right to terminate this Agreement for cause, it may only do so by sending to the other party hereto written notice that it intends to terminate the Agreement as of an effective date which is at least 30 days subsequent to the date that the party sends such notice of intended termination. Any such notice must have been approved in advance by Town Board (in the case of a notice sent by Town) or by the Board of Directors of Squad (in the case of a notice sent by Squad). If such notice of intended termination is sent by either party hereto, Squad shall (within 30 days following the effective date of such termination) refund to Town the sum representing the prorated portion of the payment made by Town to Squad hereunder for the period commencing on the effective date of such termination, and ending at the end of the contract term for the year of such termination. On and after the date that Squad refunds such sum to Town, neither party hereto shall have any further rights as against the other party hereto by virtue of this Agreement, except for the Town's rights to defense, indemnity and being held harmless which shall survive any termination of this Agreement.

6. PAYMENTS

(a) For the services to be performed by Squad hereunder, the total compensation value of this contract shall not exceed \$208,437.00. The Town shall compensate Squad as follows: (1) by paying Squad the amount of \$8,500.00 to be raised from real estate taxes and paid to the Squad no later than June 30, 2024; and (2) by paying to Squad an amount not to exceed \$199,937.00 ("Billing Fee") which shall be paid to the Squad from the User Fees collected pursuant to Squad's billing as described in Section 4 and not collected from taxes. The Billing Fee is an amount determined by the Town Board based on the User Fees the Squad has reasonably estimated it will collect from patients during the term of this Agreement. Squad shall provide its reasonable estimate for next year to the Town no later than September 1st of each year. The Billing Fee shall be paid by Town in regular monthly installments in the form of a check from a Town account dedicated solely for the receipt of User Fees and the payment of Billing Fees. Each monthly installment shall be in an amount equal to the User Fees remitted to the Town since the prior monthly installment. Payment of the Billing Fee to the Squad is subject to the following conditions: (i) Squad has remitted all of the User Fees it has collected as required by Section 4, (ii) Squad maintaining the records as required by Section 4, and (iii) Squad's billing and collection records from the previous three (3) years, and any other financial, accounting, and business records related thereto, shall be subject to audit and review by the Town Board (but only to the extent such records, or a summary thereof, can be provided to the Town free of individually identifiable health information, as defined by HIPAA, and otherwise in compliance with HIPAA). As required by law, in the event that Squad, during the term of this Agreement, collects User Fees from its billing of patients, as described in Section 4, above the Billing Fee amount, Town shall retain such overages. In the event Squad collects User Fees less than the Billing Fee during the term of this Agreement, the Town shall be relieved from paying the difference between the User Fees actually collected by Squad and the Billing Fee. Any User Fees collected in the next contract year shall be applied to that year's contract funds. Nothing herein shall require Squad to spend or otherwise use funds raised by real estate taxes prior to receiving Billing Fees.

(b) Squad, for such consideration, shall pay all expenses incurred by the operation of such ambulance service, including, but not limited to all personnel and personnel related expenses, personnel training costs, repairs and maintenance of equipment, supplies including consumables, gas and oil, licensing fees, and insurance premiums for the insurance coverages required by this agreement (other than VAWBL).

7. INSURANCE; HOLD HARMLESS

(a) Squad agrees that it will, at its own cost and expense, insure and keep insured, during the term of this Agreement, its vehicles (including any ambulances owned by or leased by Squad) its equipment and supplies and its members against any and all claims and damages arising from death, personal injury or property damage, with (i) a policy of commercial general liability insurance with \$1,000,000.00/ \$2,000,000.00 limits, (ii) an errors and omissions policy with \$1,000,000.00/ \$2,000,000.00 limits, (iii) vehicle liability insurance with a policy limit of \$1,000,000.00 for each ambulance owned or leased by Squad hereunder, and (iv) collision, fire and theft coverage on its ambulances in the amount of \$40,000.00. Each of those insurance policies shall provide coverage for occurrences within the Town, as well as occurrences outside the Town, even if the Squad does not have a DOH certificate of need or other DOH operating authority for the location outside the Town where the occurrence occurs. The Town shall be named as an additional named insured on a primary and noncontributory basis and a waiver of subrogation shall apply to all policies in favor of the Town.

(b) Squad agrees to defend, indemnify and hold harmless the Town, its officers, agents and/or employees of and from any and all suits, actions, causes of action, claims, judgments, and/ or liability imposed or threatened to be imposed upon the Town, its officers, agents and/or employees arising from Squad's noncompliance with applicable law or the acts of negligence, active or passive, of Squad, its officers, agents and/or employees in providing emergency medical care. This obligation to defend, indemnify and hold harmless shall survive any termination of this Agreement.

8. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of Squad to the services and work performed by it under this Agreement shall be that of an independent contractor. The Town shall not supervise or control the method or manner of Squad providing emergency ambulance services hereunder.

9. PERFORMANCE EVALUATION

Squad shall provide Town a written report, due no later than the last day of month for the preceding month, indicating at least the following:

- (a) The number of emergencies to which Squad was dispatched;
- (b) The number of emergencies to which Squad responded;
- (c) The number of mutual aid calls to which Squad responded;
- (d) The number of emergencies to which Squad did not respond, indicating also those emergencies missed due to Squad's involvement with another emergency, and indicating the name(s) of the ambulance squad or company which did respond to the emergency under a mutual aid arrangement and the amounts (if any) paid by Squad to such other squad or company for such mutual aid coverage;
- (e) The billing and collection activity of the Squad, including User Fees billed, User Fees collected (and remitted to Town), and amounts outstanding for the previous month.
- (f) A list of all of the Squad's directors, officers, volunteers and employees;
- (g) A list of all Squad members who have basic life support (hereinafter "BLS") certification and those Squad members who have ALS certification;

10. MISCELLANEOUS

Squad agrees that in the event that Squad is dissolved or liquidated, all vehicles and equipment owned by the Squad shall be transferred and assigned by Squad to an entity with the same interests and purposes as Squad. Squad agrees that it shall at all times operate as a not-for-profit entity and shall not operate for the purpose of making a profit. The principal goal of Squad shall at all times be to serve the community. The provisions of this paragraph shall survive any termination of this agreement.

11. NO ASSIGNMENT

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

12. COMPLIANCE WITH LAWS

- (a) In accordance with the provisions of Section 108 of the General Municipal Law, this Agreement shall be void and of no effect unless Squad shall secure

compensation for benefit of, and keep insured during the term of this Agreement, such of the employees of the Squad engaged thereon as a required to be insured under the provisions of the Workers' Compensation Law.

(b) To the extent that section 220 of the Labor Law is applicable to this agreement, in accordance with the provisions of section 220 of the Labor Law, no laborer, workman or mechanic in the employ of the Squad or other person doing or contracting to do work contemplated by this Agreement shall be permitted or required to work more than what is allowed by that statute.

(c) The Squad agrees to comply with the provisions of Article 15 (Human Rights Law) of the Executive Law, the Civil Rights Law and any and all regulations issued pursuant thereto. Squad shall at all times comply with all applicable laws, statutes, local laws, ordinances codes, rules and regulations (hereinafter collectively referred to as "Laws").

13. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

14. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other addresses as may hereafter be designated in writing by either party hereto:

To Town: Town of Windsor
 Attention: Town Supervisor
 Town Hall
 124 Main Street
 Windsor, NY 13865

To Squad: Windsor Emergency Services, Inc.
 Attention: President
 4 Academy Street
 Windsor, NY 13856

15. WAIVER

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

16. COMPLETE AGREEMENT; MODIFICATION

This Agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

TOWN OF WINDSOR

By: _____
Mark Odell, Supervisor

WINDSOR EMERGENCY SERVICES, INC.

By: _____
Christopher Zacharias, President



**Eastern Broome Emergency Services
Schedule – A**

SERVICE LEVEL NAME	CHARGE
ALS NON - EMERGENCY	\$ 900.00
ALS NON - EMERGENCY O2 EKG	\$ 1,080.00
ALS NON - EMERGENCY EKG	\$ 1,000.00
ALS NON - EMERGENCY O2	\$ 980.00
ALS 2	\$ 1,700.00
ALS 2 W/ EKG	\$ 1,800.00
ALS 2 W/ O2	\$ 1,780.00
ALS 2 W/ O2 AND EKG	\$ 1,880.00
ALS EMERGENCY	\$ 1,400.00
ALS EMERGENCY W/ EKG	\$ 1,500.00
ALS EMERGENCY W/ O2	\$ 1,480.00
ALS EMERGENCY W/ O2 AND EKG	\$ 1,580.00
ALS WITH CPAP AND EKG	\$ 1,580.00
BASIC LIFE SUPPORT EMERGENCY	\$ 1,200.00
BASIC LIFE SUPPORT W/ O2	\$ 1,280.00
BASIC NON - EMERGENCY O2	\$ 830.00
BASIC NON EMERGENCY TRANSPORT	\$ 750.00
LIFT ASSIST	\$ 50.00
MILEAGE - ALS	\$ 28.00
MILEAGE - BLS	\$ 28.00
PARAMEDIC INTERCEPT	\$ 650.00
TREATMENT NO TRANSPORT	\$ 400.00

Eastern Broome Emergency Services is a recognized not-for-profit 501(c)(3) charitable organization and maintains a Charitable Care Policy.

Absolute Ambulance Billing
49 Oak Street, Binghamton N.Y. 13905

The Public Hearing for the 2024 Budget was opened at 7:14 P.M. there were no comments, the public hearing was closed at 7:14 P.M.

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
RESOLUTION FOR THE APPLICATION OF SALES TAX REVENUES FOR THE TAX YEAR
2024 RESOLUTION #35-2023**

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

OFFERED BY: Deputy Supervisor Colwell
SECONDED BY: Councilman Hupman

IT IS HEREBY RESOLVED, by the Town Board of The Town of Windsor, Broome County, New York, that the Town of Windsor elects **Not To** reduce the County Tax Levy by the application of sales tax revenues.

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

Supervisor Mark Odell

Voted - Aye

Deputy Supervisor Daniel Colwell	Voted - Aye
Councilman Gary Hupman	Voted - Aye
Councilman Timothy Harting	Voted - Aye
Councilman Daniel R. Price	Voted - Aye

Motion Approved

Resolution Adopted: November 1, 2023

EFFECTIVE DATE: JANUARY 1, 2024

[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 #36-2023**

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

OFFERED BY: Councilman Harting

SECONDED BY: Councilman Price

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 2024 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 1st day of November, 2023. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Councilman Gary Hupman	Voted - Aye
Councilman Timothy Harting	Voted - Aye
Councilman Daniel R. Price	Voted - Aye

Motion Approved

Resolution Adopted: November 1, 2023

EFFECTIVE DATE: JANUARY 1, 2024

[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 2024 RESOLUTION #37-2023**

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

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 1st day of November, 2023, 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 1st day of November, 2023, commencing at 7:00 P.M. at the Windsor Town Hall, duly opened a public hearing on the Town Year 2024 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, 2024, 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 2024 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 2024 Annual Budget for the Town of Windsor for the fiscal year beginning January 1, 2024. 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 1st day of November, 2023. Said resolution was adopted by the following vote:

Supervisor Mark Odell	Voted - Aye
Deputy Supervisor Daniel Colwell	Voted - Aye
Councilman Gary Hupman	Voted - Aye
Councilman Timothy Harting	Voted - Aye
Councilman Daniel R. Price	Voted – Aye

Motion Approved

Resolution Adopted: November 1, 2023

[Town of Windsor Seal]

Elizabeth Pfister Town Clerk of the Town of Windsor

PUBLIC COMMENTS: None

John Mastronardi, from Griffith’s Engineering gave an update on the Highway Garage Construction. Per the foreman the project is running on schedule, footings were poured this week and the steel has been tied to reinforce the walls. The building is scheduled for delivery in December and right now the item with the longest lead time is the main electrical panel. John provided the Board with quotes for two Third Party Inspectors; Atlantic Testing Laboratories and Advance Testing for the Board to choose one as the Inspector for the project, John recommended Atlantic Testing Laboratories since their fees were less expensive. Councilman Harting asked if this was an additional cost for the project and John explained that this was built into the original cost estimate, since it had to be planned for. Supervisor Odell asked John if he was keeping tabs on the spending for this project because Supervisor Odell feels he does not know what some of the bills are that are coming across. John said all bills being submitted are legitimate.

Motion By: Deputy Supervisor Colwell

Sec. By: Councilman Hupman

Motion for the Supervisor or his Designee to Sign an Agreement with Atlantic Testing Laboratories for Inspections of New Highway Construction

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye

Councilman Price - Aye

Motion Passed

Discussion: Supervisor Odell asked for any Public Comments since the item was not on the agenda at 7:27 P.M.

- Jeremie Rounds, Route 79, stated that his company would choose Advanced Testing in his opinion.
- Dave Brown, Ostrander Road, asked if the Inspector should have already been setup since the project is underway. John Mastronardi stated that Griffiths has handled any inspections to this point but it is in the best interest of the Town to hire a professional service.

Supervisor Odell closed the Public Comments at 7:30 P.M.

Motion By: Councilman Hupman

Sec. By: Councilman Harting

Motion to Recess for Legal advice at 7:30 PM

Vote of the Board:

Supervisor Odell- Aye

Deputy Supervisor Colwell- Aye

Councilman Hupman- Aye

Councilman Harting- Aye

Councilman Price - Aye

Motion Passed

Motion By: Deputy Supervisor Colwell

Sec. By: Councilman Hupman

Motion to Return from Executive Session at 7:50 PM

Vote of the Board:

Supervisor Odell- Aye

Deputy Supervisor Colwell- Aye

Councilman Hupman- Aye

Councilman Harting- Aye

Councilman Price - Aye

Motion Passed

APPROVAL OF MINUTES:

Motion By: Deputy Supervisor Colwell

Sec. By: Councilman Hupman

Motion to approve the minutes of the October 4, 2023 Public Hearing & Regular Meeting as submitted.

Vote of the Board:

Supervisor Odell- Aye

Deputy Supervisor Colwell- Aye

Councilman Hupman- Aye

Councilman Harting- Aye

Councilman Price - Aye

Motion Passed

FINANCIAL REPORT:

Motion By: Councilman Harting

Sec. By: Deputy Supervisor Colwell

Motion to approve November 2023 Bills for Payment.

Vote of the Board:

Supervisor Odell- Aye

Deputy Supervisor Colwell- Aye

Councilman Hupman- Aye

Councilman Harting- Aye

Councilman Price - Aye

Motion Passed

The Board received the September 2023 Financials, there was no discussion.

COMMITTEE REPORTS:

ASSESSOR:

The Board received the Assessor's October 2023 Report,

CEMETERIES: None

DOG CONTROL: None

ECONOMIC DEVELOPMENT:

Resident Jeffrey McLaughlin brought a letter from Southern Tier CO2 Clean Energy Solutions to the Town Clerk. The letter was received by landowners in the area. Supervisor Odell and the other Board members agreed that it is not a Town issue, land owners are free to do as they choose.

Bluestone Wind, LLC sent a letter stating that the wind turbines should be operational by October 31, 2023; Code Enforcement Officer Osborne stated that they are currently shut down and he is unaware of the reason.

ENERGY: None

ENGINEER: None

HIGHWAY:

Highway Superintendent Kithcart said the highway department is done with paving for the year and is getting ready for snow. Highway Superintendent Kithcart estimated that approximately \$200,000.00 was done in paving this year.

HISTORY: None

SENIOR CITIZENS: None

TOWN CLERK/REGISTRAR:

The Board reviewed the October 2023 Town Clerk's Report, Councilman Harting asked what portion of the D.E.C. monies the Town receives and the Clerk informed him the "Commissions" were the Town portion, its about .5% of the sales.

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Authorizing Town of Windsor Representatives as Signers Regarding Bank Accounts
RESOLUTION #38-2023

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

Offered By: Councilman Harting

Second By: Deputy Supervisor Colwell

IT IS HEREBY RESOLVED by the Town Board of the Town of Windsor that the following individuals are authorized parties/signers for the following Banks/Accounts, **effective 11/1/2023:**

Chemung Canal Trust Company (Town Clerk Checking Account):

Elizabeth Pfister, Town Clerk

OR

Nicole Theleman, Deputy Town Clerk

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

Supervisor Mark Odell - Aye
Deputy Supervisor Daniel Colwell - Aye
Councilman Gary M. Hupman - Aye
Councilman Timothy Harting - Aye
Councilman Daniel R. Price - Aye

Motion Approved

Resolution Adopted: November 1, 2023

Elizabeth Pfister,

Town Clerk Town of Windsor

TOWN HALL:

Opening of bids for Gutters and Downspouts for the Town Hall Building, no bids were received. Code Officer Osborne and Town Clerk Pfister said they would solicit a few companies for quotes. Councilman Harting suggested checking with the Village and Kevin Rollo to see who just had done their buildings.

WASTEWATER TREATMENT PLANT:

Supervisor Odell asked John Mastronardi about the status of the sample testing for the cleaning of the reed beds. John shared that Plant Operator Sherwood had sent the samples to Microbac Testing and they are awaiting the results to see where the waste will need to be hauled to then Griffiths will be able to quote the project.

YOUTH & RECREATION: None

ZONING, PLANNING & CODE ENFORCEMENT:

The Board reviewed the October 2023 Code Report, nothing to note.

Councilman Hupman asked what was going on with the quarries on Beaver Lake and McAllister Road, Code Officer Osborne said due to the weather they are slowing down now. McAllister Road is at a standstill but he thinks something is getting ready to come through from the D.E.C. Code Officer Osborne is working with the Attorney to do everything he can to have the quarry compensate the Town for road use.

PUBLIC SAFETY:

The Board reviewed the September and October 2023 Operational Updates and Call Logs.

UNFINISHED BUSINESS:

Attorney Spinner made the Board aware that he is in the process of reviewing the proposed Mining Law that Planning Board Chair Bennett submitted, he said that it is pretty good he is just fine tuning some language he will have his comments on it and email to be the Board by Friday. Code Officer Osborne stated that the Planning & Zoning Boards plan to meet jointly on November 29, 2023 at 7:00 P.M. at Town Hall to go over this and begin the review of the Town Code for update.

NEW BUSINESS:

Councilman Harting and Councilman Hupman will conduct an examination of the Court records from December 1, 2022 – November 30, 2023

Supervisor Odell and Deputy Supervisor Colwell will conduct an Examination of Town Clerk Records for December 1, 2022 – November 30, 2023

Councilman Price and Councilman Hupman will conduct an Examination of Chief Fiscal Officers Records for December 1, 2022 – November 30, 2023

Supervisor Odell and Deputy Supervisor Colwell will conduct an Examination of Tax Collectors Records for December 1, 2022 – November 30, 2023

Councilmen will contact department heads to schedule after December 1, 2023 and before the December 13, 2023 meeting.

Motion By: Councilman Price 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 2024

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilman Price - Aye

Motion Passed

Discussion: Councilman Price asked if a request can be made to extend the hours the D.M.V. is at the Town Hall. Supervisor Odell and the Board asked the Clerk to attach a supplemental letter with the request asking if hours can be extended for the upcoming year.

UPCOMING MEETING: Planning & Zoning Board Meeting November 29, 2023 7:00 P.M. Town Hall
Regular Meeting December 13, 2023 7:00 PM Windsor Town Hall

PUBLIC COMMENTS:

Ruth Seward – Main Street –Thanked the Highway Department for the great job they did on Beaver Lake Road, the residents are very happy. She asked if the mining law could stop these large quarry trucks from driving on the road and ruining it again, Code Officer Osborne stated there is a specific haul route.

ADJOURNMENT:

Motion By: Deputy Supervisor Colwell
Motion to Adjourn Meeting at 8:15 PM

Sec. By: Councilman Price

Vote of the Board:

Supervisor Odell- Aye
Deputy Supervisor Colwell- Aye
Councilman Hupman- Aye
Councilman Harting- Aye
Councilman Price - Aye

Motion Passed

Respectfully Submitted,

Elizabeth Pfister, Town Clerk