

**Public Hearing & Regular Meeting of the Town Board
January 10, 2024 7:00 PM
Town of Windsor Town Hall
124 Main Streets, Windsor, NY 13865**

Supervisor Odell pointed out the exits in the room.

MEETING CALLED TO ORDER: by Supervisor Mark Odell, at 7:00 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 (Arrived to meeting, 7:07 P.M.)

Highway Superintendent Michael Kithcart: Present

Attorney Mark Spinner: Present

Also, present were: Kristine Breeding, Route 79; John McNulty, Locust Street; Mark Bailey, Main Street; David Brown, Ostrander Road; Fred Barrett, Blatchley Road; Fran Barrett, Blatchley Road; John Gollogly, Dodd Road; Patti Harting, Pine Street

PUBLIC HEARING:

Supervisor Odell opened the Public Hearing for the 2024 Revised Fire Contracts at 7:01 P.M. there were no Public Comments the Public Hearing was closed at 7:02 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 #1-2024**

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 10th day of January, 2024, there were:

Offered By: Councilman Hupman

Seconded By: Councilman Harting

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 10th day of January, 2024, 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.

RESOLVED, that the Town Board, having passed Resolution number 30-2023 on November 1, 2023 authorizing and directing the supervisor 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, and said contract having subsequently been amended prior to its execution, said Resolution number 30-2023 is hereby repealed and revoked.

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 10th day of January, 2024. 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: January 10, 2024

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk of the Town of Windsor

AGREEMENT

AGREEMENT, made this 10th day of January 2024, 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 10th day of January, 2024, 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 an annual basis 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.
- b. 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 _____, 2024 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 _____, 2024 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

Discussion: Councilman Harting asked if the Fire Companies were aware of the changes in the contract and had received them, the Clerk confirmed she had notified all parties. John McNulty and Mark Bailey requested that the Board include them in budget talk and contract negotiations going forward. They were never made aware of any meetings about the contracts and felt that what was being requested in the original contracts was restrictive and was the reason they did not sign original contracts. Supervisor Odell & Deputy Supervisor Colwell stated that they had reached out to the Chief, Craig Terrell and that members of West Windsor Fire Department were present for budget discussions. Secretary to the Supervisor Khristine Breeding asked for the Fire Department to send her a list of the contacts and contact information for next year.

John McNulty wanted to recognize Craig Terrell & Jerry Launt for receiving grants to replace \$300,000.00 of equipment for both departments. Advised that it is time for the Windsor Fire Department to replace their 54-year-old building and they are working with the Village on grants.

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
AUTHORIZING A FIRE PROTECTION CONTRACT WITH THE WINDSOR
FIRE COMPANY, INC. RESOLUTION #2-2024**

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 Harting**

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

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

WHEREAS, the Town of Windsor has contracts for the furnishing of fire protection to Windsor Fire Protection Districts No. 3 and 5 which contracts expire December 31, 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 10th day of January, 2024, 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.

RESOLVED, that the Town Board, having passed Resolution number 31-2023 on November 1, 2023 authorizing and directing the supervisor to execute and enter into such a contract with the Windsor Fire Company, Inc., for the furnishing of fire protection and general EMS service 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, and said contract having subsequently been amended prior to its execution, said Resolution number 31-2023 is hereby repealed and revoked.

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 10th day of January, 2024. Said resolution was adopted by the following roll call vote:

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

Motion Approved

Resolution Adopted: January 10, 2024

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk of the Town of Windsor

AGREEMENT

Agreement made this 10th day of January, 2024, 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 an annual basis 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.
- b. 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 southwest 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 southwest 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 _____, 2024 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 _____, 2024 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/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 WINDSOR
FIRE COMPANY, INC. RESOLUTION #3-2024**

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 10th day of January 2024, there were:

OFFERED BY: Councilman Hupman
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 10th day of January 2024, 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.

RESOLVED, that the Town Board, having passed Resolution number 32-2023 on November 1, 2023 authorizing and directing the supervisor to execute and enter into such a contract with the Windsor Fire Company, Inc., for the furnishing of fire protection and general EMS service to Windsor Fire Protection District No. 4, and said contract having subsequently been amended prior to its execution, said Resolution number 32-2023 is hereby repealed and revoked.

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 10th day of January 2024. Said resolution was adopted by the following vote:

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

Motion Approved
Resolution Adopted: January 10, 2024

[Town of Windsor Seal]

Elizabeth Pfister, Town Clerk
Town of Windsor

AGREEMENT

Agreement made this 10th day of January 2024, 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 10th day of January 2024, 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 \$10,218.00 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 an annual basis, 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.
- b. 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.

9. 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 _____, 2024 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 _____ 2024 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

PUBLIC COMMENTS: None

APPROVAL OF MINUTES:

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

Motion to approve the minutes of the December 13, 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

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

Motion to approve the minutes of the December 21, 2023 Special Meeting as submitted.

Vote of the Board:

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

Motion Passed

FINANCIAL REPORT:

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

Motion to Recess for Executive Session for Matters Regarding the Employment of Particular Persons and Legal advice at 7:13 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 Harting

Motion to Return from Executive Session for Matters Regarding the Employment of Particular Persons and Legal advice at 7:27 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 approve Remaining 2023 Bills for Payment. Abstract 13 - A Fund - \$56,266.46 Voucher # 1103 - 1126; B Fund - \$158.24 Voucher #1124; DB Fund \$26,526.05 Voucher # 375 - 400; H Fund \$2,978.00 Voucher # 27; SS Fund \$886.03 Voucher # 156 - 160; TA Fund \$4.56 Voucher # 92

Vote of the Board:

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

Motion Passed

Motion By: Councilman Price Sec. By: Councilman Harting

Motion to approve January 2024 Bills for Payment. Abstract 1 - A Fund \$8,694.54 Voucher # 1 - 21; DB Fund \$16,037.14 Voucher # 1 - 6; H Fund \$908,007.00 Voucher # 1 - 3; TA Fund \$961.69 Voucher # 1

Vote of the Board:

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

Motion Passed

The December 2023 Financials were distributed to the Board, there was no discussion.

COMMITTEE REPORTS:

ASSESSOR: None

CEMETERIES: None

DOG CONTROL:

The Board received the Municipal Shelter Inspection Report from NYS Ag & Markets, Councilman Price asked what the Town is paying for the shelter. Supervisor Odell asked Code Enforcement Officer Osborne about the fees charged at the shelter, he explained that Ag & Markets stated the shelter should be charging different amounts and did not feel the current fees were steep enough. Dog Control Officer has always let the shelter decide what they are charging for holding dogs.

ECONOMIC DEVELOPMENT: None

ENERGY:

The Board received letter stating that as of October 31, 2023 the wind turbines are operational.

The Board received notification that Bluestone Wind, LLC updated their letter of credit with the Town due to a name change to Bluestone Ball Hill Class B, LLC

ENGINEER:

Supervisor Odell shared that he spoke with John Mastronardi on the phone and everything is running on schedule and there are no changes to report. Highway Superintendent Kithcart shared that the wall panels are scheduled for delivery January 18, 2024 and the roof panels scheduled January 23, 2024. Deputy Supervisor Colwell asked if photos were being taken to document the process for historical purposes, Highway Superintendent Kithcart and Code Officer Osborne said the foreman had been taking photos right along and they will ask for copies to give to the History room.

HIGHWAY:

Highway Superintendent Kithcart reported there were no issues with the last major storm over the weekend. Highway crews have spent a lot of time the last few days cleaning up trees from the roadways.

HISTORY:

The History volunteers are recipients of an award from the Jeffers Fund

SENIOR CITIZENS:

TOWN CLERK/REGISTRAR:

The Board reviewed the Town Clerks December 2023 Report, Clerk Pfister reported a quiet month aside from working with the County on getting tax bills correct.

The Clerk explained about the delay with the tax warrant with the County and made the Board aware that the penalty free due date this year is February 7, 2024.

TOWN HALL:

The gutter system on the Town Hall was replaced Monday January 8th with the funds received from Broome County Small Communities Grant. Code Officer Osborne stated the company did a nice job and routed all downspouts for drainage to the rear of the building since it is unknown for certain if the drainage in place is in working order or not.

WASTEWATER TREATMENT PLANT:

Supervisor Odell reported that he had spoken with John Mastronardi and the lab results came back favorable for the reed bed removal.

YOUTH & RECREATION:

Motion By: Councilman Harting Sec. By: No Second

Motion to postpone vote on Youth Agreement until WYSR gives their report to the Board. Since there was no second the motion died.

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

To Accept And To Authorize The Supervisor To Execute The Attached Agreement With Windsor Youth Sports & Recreation, Inc.

Resolution #4-2024

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 10th day of January, 2024, the following resolution was

OFFERED BY: Deputy Supervisor Colwell
SECONDED BY: Councilman Price

WHEREAS, the Town of Windsor had a Youth Board and Director, which previously ran the Town’s Youth programs; and

WHEREAS, in an attempt to better run the Town’s Youth Programs, members of the community incorporated a not for profit, 501(c)(3), entity called “Windsor Youth Sports & Recreation Inc. (“WYS&R”); and

WHEREAS, the attached Agreement between the Town of Windsor (“Town”) and the and WYS&R, and would allow WYS&R to continue the Town’s Youth programs; and

WHEREAS, the Town, after discussion believes that the attached Agreement and the relationship between the Town and WYS&R is good for all residents of the Town and especially the youth of the Town; and

NOW THEREFORE, BE IT RESOLVED, the Town Board of the Town of Windsor, after review and discussion, hereby approves the attached Agreement; and be it

FURTHER RESOLVED, the Supervisor is hereby authorized to sign and deliver any documents necessary to effectuate the terms and conditions of this Resolution and implement same on behalf of the Town; and be it

FURTHER RESOLVED, this resolution shall take effect immediately

Vote of the Board:

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: January 10, 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 the 10th day of January, 2024.

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk, Town of Windsor

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of January, 2024 between the Town of Windsor, a municipal subdivision of the State of New York situated in the Town of Windsor, County of Broome, State of New York, with its offices at Windsor Town Hall, 124 Main Street, Windsor, NY 13865, party of the first part (hereinafter referred to as "Town"), and Windsor Youth Sports & Recreation Inc., a 501(c)(3) not for profit organization with a mailing address of: P.O. Box 412, Windsor NY 13865, party of the second part (hereinafter referred to as "Contractor"),

WITNESSETH, that the Town and Contractor, in consideration of the promises and the mutual covenants and agreements contained herein, do hereby mutually agree as follows:

1. Services.

Contractor agrees to provide those services previously provided by the Windsor Youth Board. More specifically, Contractor agrees to conduct youth sports and youth recreation in the Town of Windsor, in same type and number; as has conducted in the prior years. No child will be discriminated against or refused enrollment without just cause. The Contractor is authorized to conduct these activities; and shall do so in conformance with all relevant laws, rules and regulations.

2. Term.

This Agreement shall begin January 1, 2024 and end December 31, 2024. This contract may be renewed upon mutual consent.

3. Payment.

Contractor shall receive payment from the Town in the total amount of \$23,100. The Contractor may receive partial payments for Contractor's services on a bi-annual basis. Contractor shall send to the Town a signed voucher for the amount of \$11,550, to be paid to the Contractor in February and August. No sum described shall be due and payable by the Town until the Town has received a voucher and has audited and approved for payment the signed voucher to be submitted by the Contractor at a regularly scheduled Town Board Meeting. The Town Board shall process any vouchers received from Contractor as expeditiously as possible. Vouchers shall be presented to the Town Clerk no later than the Monday, which proceeds the date of the February 14, 2024 and August 14, 2024 Town Board Meetings at which such vouchers are to be audited.

4. Termination.

This agreement shall terminate immediately in the event that (a) Contractor files a Petition in Bankruptcy Court or, Petition is filed against Contractor in Bankruptcy Court, or a Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors, or (b) A Receiver or Liquidator is appointed for Contractor and or/ Contractor's Property and is not dismissed within the said 20 days.

In the event that the Contractor refuses or fails to provide the services required with due diligence, or refuses or fails to comply with applicable statutes, laws or ordinances, or is guilty of a substantial violation of any provision of this agreement, Town shall send Contractor written notice that Contractor has 2 days to cure said default; and if at the end of said 2 day period, Contractor has not cured said default, Town may then terminate this agreement on 5 days prior written notice to Contractor.

5. Skills of Contractor.

Contractor represents that Contractor has the requisite skills and experience to perform the services hereunder and shall

6. Independent Contractor Status.

Contractor and Town agree that in performance of Contractor's service hereunder, Contractor is an independent contractor and shall not be deemed to be an employee or agent of the Town for any purpose whatsoever.

7. Prohibition Against Assignment.

Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or Contractor's right, title or interest in this agreement. Contractor is authorized to use employees and volunteers in the manner that it sees fit.

8. Compliance with Statutes.

Contractor agrees that Contractor shall comply with all statutes, ordinances, local law, codes, rules and regulations which are or may be applicable to Contractor's services, activities, and duties set forth in this agreement.

9. Notices.

Any and all notices, vouchers, and payments required hereunder shall be addressed to the parties at their respective addresses set forth on page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

10. Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall 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 expressly include the same.

11. Construction of Agreement.

This agreement shall be constructed and interpreted in accordance with the laws of the State of New York.

12. Completed Agreement; Modification.

There are no terms, conditions or obligations other than those contained herein and there are no written or verbal statements or representations, warranties or agreements with respect to this agreement which have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by all parties.

13. Reimbursement For Damages.

Contractor agrees to reimburse Town for any damage to any real property or personal property of Town that may be caused, directly or indirectly, from the negligence, acts or omissions of Contractor.

14. Insurance

Contractor does hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this agreement during all phases of the performance of the various provisions to be performed herein. And Contractor agrees to name the Town of Windsor and the Village of Windsor as additional insureds (on a primary noncontributory basis) on its insurances.

IN WITNESS WHEREOF, THE TOWN OF WINDSOR has caused its corporate seal to be affixed hereto and these presents to be signed by Mark Odell, Supervisor, duly authorized to do so, and to be attested to by Elizabeth Pfister, Town Clerk, of the Town of Windsor, and the said Contractor has signed this agreement, the day and year first above written.

(SEAL OF THE TOWN OF WINDSOR)

TOWN OF WINDSOR

Attest:

Mark Odell
Supervisor

Elizabeth Pfister, Town Clerk
Town of Windsor

Rhea Deyo,
Treasurer & Secretary, WYS&R

Discussion: The Clerk reported she had been preoccupied with the tax bill issues to contact WYSR to attend the January meeting, but she had touched base and asked them to attend in February and they would be in attendance with a report.

ZONING, PLANNING & CODE ENFORCEMENT:

The Board reviewed the December 2023 Zoning Report, Code Officer Osborne said there was nothing to note.

PUBLIC SAFETY:

The Board received the December 2023 Operational Update and Call Log

UNFINISHED BUSINESS:

One application was received from current Planning Board Alternate, Ryan Glovich

Motion By: Councilman Hupman

Sec. By: Councilman Harting

Motion to Reappoint Ryan Glovich to the Position of Alternate on the Planning Board from January 10, 2024 to January 10, 2025.

Vote of the Board:

Supervisor Odell-Aye

Deputy Supervisor Colwell-Aye

Councilman Hupman-Aye

Councilman Harting-Aye

Councilman Price-Aye

Motion Passed

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
HILLS OF WINDSOR-SEQRA NEGATIVE DECLARATION RESOLUTION #5-2024**

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

At a 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 10th day of January, 2024, there were:

Offered By: Deputy Supervisor Colwell

Seconded By: Councilman Hupman

WHEREAS on May 9, 2023, the Town of Windsor Town Board (Board) passed Resolution

#17-2023, declaring the Board to be Lead Agency for the State Environmental Quality Review Act (SEQRA) review of The Hills of Windsor expansion and site plan application (the Action), and

WHEREAS at the December 13, 2023 regular meeting of the Town Board, said Board undertook a complete review of Parts I and II of the Full Environmental Assessment Form (FEAF) while giving thorough and careful consideration to the potential environmental impacts associated with the Action, and

WHEREAS the Board did not identify any potentially large impacts during their completion and analysis the FEAF, and

WHEREAS the Board has thoroughly and carefully reviewed the attached, completed Part III of the FEAF, and that it accurately reflects the Town Board's determination of environmental non-significance with respect to the Action, and it is further,

RESOLVED that the Board hereby issues a SEQRA Negative Declaration for the Action and authorizes the Town Supervisor to sign the completed FEAF Part III annexed hereto and made a part of this Resolution, documenting the Board's decision to issue their Negative Declaration and to conclude the review of the Action under SEQRA.

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 10th day of January, 2024. 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: January 10, 2024

[Town of Windsor Seal]

Elizabeth Pfister, Town Clerk

Discussion: Attorney Spinner noted that the SEQR negative declaration document the Board received a copy of, would be filed with the DEC by his office once signed.

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK HILLS OF WINDSOR-SITE PLAN APPROVAL RESOLUTION #6-2024

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

At a 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 10th day of January, 2024, there were:

Offered By: Deputy Supervisor Colwell

Seconded By: Councilman Harting

WHEREAS, The Hills at Windsor, Inc. has applied for site plan approval to construct a Christian retreat center including a lodge/worship building with 60 hotel style rooms; 22 recreational vehicle (RV) sites with water, sewer and electric hookups; and recreational facilities including tennis, pickleball, basketball and volleyball courts, soccer fields, playground and zipline at 200 Garrett Road; Tax Parcel 165.02-1-2.2; and

WHEREAS, the Town Planning Board, having considered the application complete and in conformance with the requirements of the Code of the Town of Windsor (Code) §93.21, §93.21.1, referred said application with its recommendation to the Town of Windsor Town Board pursuant to Code §93.21.1(B), and

WHEREAS, a public hearing was held by the Board on August 9, 2023 pursuant to Town Code §93.21.1.C, and thereafter continued to regular Town Board meetings held on September 13, 2023, October 4, 2023, November 1, 2023 and December 13, 2023 with public comments for each public hearing as applicable registered in the meeting minutes and considered by this Board, and

WHEREAS, upon the conclusion of the said public hearing held on December 13, 2023, the Town Board closed the hearing as it relates to the SEQRA review and the site plan application, and

WHEREAS, the Town Board, with the assistance of its technical engineering and legal consultants, engaged in a detailed review of the site plan application materials and the Full Environmental Assessment Form (“FEAF”), and

WHEREAS, The Broome County Planning Department has reviewed the application pursuant §239 –l, -m, and –n of the New York State General Municipal Law and determined that the proposed action will have no significant county-wide or inter-community impacts, and

WHEREAS, Pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations at 6 NYCRR Part 617, the Town Board of the Town of Windsor on December 13, 2023, adopted a written, negative declaration of environmental significance, the specific findings of which as more fully set forth in the Long Environmental Assessment Form Part 3 adopted by the Board on January 10, 2024, and

WHEREAS, the Town Board has thoroughly reviewed and considered all of the information submitted in connection with this Application, including information submitted by the Applicant, the Applicant's consultants, the Board's consultants, the County Planning Board, involved and interested agencies identified as part of the SEQRA process, and members of the public who participated in the public hearings held on August 9, 2023, September 13, 2023, October 4, 2023, November 1, 2023 and December 13, 2023; and

WHEREAS, The Town Board has reviewed this application relative to the considerations and criteria found in the Town Code, Articles IV (Agriculture District) and Article V (Commercial District) and §93-21.1 for commercial site plan review and approval, and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board, having complied with SEQRA and basing its decision upon Applicant’s request and the entire record of submissions following the application, and having fully and carefully deliberated thereon, hereby approves, with conditions, the sketch plan documents, submitted with the application dated June 6, 2023 and supplemented thereafter as site plan for 200 Garrett Road subject to the following:
 - a. Applicant shall coordinate permitting with the Town of Windsor Code Enforcement Officer and ensure all project permitting obligations are met, and applicable permits obtained prior to the commencement of construction of the permitted action. Applicant further agrees to provide copies of all project permits to the Code Enforcement Officer on an ongoing basis, and
 - b. Applicant will advise the Code Enforcement Officer of any proposed changes or modifications of the Site Plan documents as approved, and agrees that any modifications deemed material by the Code Enforcement Officer may be subject to review and approval by the Town Planning Board and Town Board, and
 - c. Applicant shall comply with all applicable Town Code provisions and local laws including but not limited to property maintenance and noise control both during construction and operation of the proposed action, and
 - d. Applicant agrees to consult with the Town Code Enforcement officer with respect to the installation of adequate signage at the Garrett Road entrance to the site advising said entrance is for emergency entrance and exit only, and further to ensure that

- subsequent to the completion of construction, and during operation, that said entrance will be used solely for emergency purposes, and
2. The Town Board hereby finds that the Applicant's site plan is compatible with (1) the Town's Comprehensive Plan, (2) the permitted uses in the Zoning and Agriculture Districts, (3) adjoining properties and the natural environment of the parcel and surrounding parcels; and furthermore, that the project complies with the requirements for site plan approval as set forth in the Town Code, and it is further

RESOLVED, that the Applicant's site plan for the development of The Hills at Windsor Project at 200 Garrett Road, Windsor New York is hereby approved subject to the conditions set forth herein.

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 10th day of January 2024. 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: January 10, 2024

[Town of Windsor Seal]

Elizabeth Pfister, Town Clerk Town of Windsor

Discussion: Deputy Supervisor Colwell verified with Attorney Spinner that this is just the formal paperwork for what the Board approved last month. Attorney Spinner confirmed that this is all conditions of the approval that were discussed at last month's public hearing.

NEW BUSINESS:

Motion By: Deputy Supervisor Colwell

Sec. By: Councilman Hupman

Motion to Approve 2024 Supervisor Appointments

Vote of the Board:

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

Motion Passed

Deputy Supervisor – Daniel Colwell
Budget Officer – Khristine Breeding
Historian – Rita Saunders

Motion By: Councilman Hupman

Sec. By: Councilman Price

Motion to Approve 2024 Board Appointments

Vote of the Board:

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

Motion Passed

Discussion: Councilman Harting asked about replacing Griffiths Engineering as the Town Engineer, he feels a Town engineer should work to represent the Town and their best interests, he does not feel Griffiths has done that. Supervisor Odell and Deputy Supervisor Colwell stated that at any time the Board can use other engineers for projects if they choose to, having them assigned as the Town Engineer does not limit them from looking at other engineers. Attorney Spinner reiterated that professional services have different criteria than goods for soliciting bids, etc.

Registrar of Vital Statistics
Dog Control Officer
Deputy Dog Control Officer
Bingo Inspector
Upstate New York Towns Association
Newspaper
Attorney for The Town
Engineer for The Town
Games of Chance, Multiple Residence
Inspector & Zoning Enforcement Officer

Elizabeth Pfister
Floyd Bronson
Richard Osborne
Richard Osborne
All Board Members
The Windsor Standard
Coughlin & Gerhart
Griffiths Engineering
Richard Osborne

Bank:

The Town of Windsor is authorized to utilize the banking services from any bank authorized to do business in and having offices in the State of NY (Resolution 1995-3)

Monthly Town Board Meeting:

2nd Wednesday of the Month* 7:00 P.M. Windsor Town Hall

*Except for the Months of October & November, meetings are the 1st Wednesday to meet state budget deadlines

Special Meeting:

As needed with Notice in the Windsor Standard

Planning Board Meeting:

Last Wednesday of Month 7:30 P.M. Windsor Town Hall

Zoning Board:

Meets as needed with Notice in the Windsor Standard

Motion By: Deputy Supervisor Colwell

Sec. By: Councilman Harting

Motion to Approve 2024 Federal Holidays

Vote of the Board:

Supervisor Odell- Aye

Deputy Supervisor Colwell- Aye

Councilman Hupman- Aye

Councilman Harting- Aye

Councilman Price - Aye

Motion Passed

Monday, January 15 Martin Luther King Day

Monday, February 19 President's Day

Monday, May 27** Memorial Day

Thursday, July 4** Independence Day

***The Town Clerk's Office Will be Closed Friday 7/5 & Saturday 7/6*

Monday, September 2** Labor Day

Monday, October 14 Columbus Day

Monday, November 11 Veterans Day

Thursday, November 28** Thanksgiving Day

***The Town Clerk's Office Will be Closed Friday 11/29 & Saturday 11/30*

Wednesday, December 25 Christmas Day

Wednesday, January 1, 2025 New Year's Day

***The Town Clerk's Office will be Closed the Saturday of Holiday weekends*

The Board received certification for Justice Colpitts completing Judicial Training, Supervisor Odell stated the Town is very appreciative of Justice Colpitts for stepping up for this position.

Motion By: Councilman Hupman

Sec. By: Councilman Price

Motion to Schedule a Public Hearing for the Expansion of Pine Crest Campground for February 14, 2023 7:05 P.M.

Vote of the Board:

Supervisor Odell- Aye

Deputy Supervisor Colwell- Aye

Councilman Hupman- Aye

Councilman Harting- Aye

Councilman Price - Aye

Motion Passed

UPCOMING MEETING:

Planning Board Meeting January 31, 2024 7:30 PM Windsor Town Hall

Public Hearing & Regular Meeting February 14, 2023 7:00 P.M.

OTHER:

Deputy Supervisor Colwell wanted to thank Town Clerk, Liz Pfister and former Town Supervisor Carolyn Price for all their hard work organizing the Santa Parade, stating it was a really fun event and he was glad his family participated this year. The Deputy Supervisor also recognized the Windsor Partnership and all the volunteers that helped make the First Knight, New Years event possible also.

Code Officer Osborne questioned the meeting of the Zoning Board on a regular basis, stating the Town Code needs a lot of work and earlier this year Supervisor Odell had requested that the Planning and Zoning Boards work together on this so that necessary changes and updates could be made. Board members were in agreeance that this should be a priority.

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

Motion for the Zoning Board to Schedule Regular Monthly Meetings in 2024 and Submit a Monthly Report to the Clerk.

Vote of the Board:

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

Motion Passed

Discussion: Since this was not on the agenda it was opened for Public Comments.

John Gollogly, Dodd Road – Stated he is on the Zoning Board and would like to know what their responsibilities are as there has not been a meeting since his appointment. Code Officer Osborne stated they are to make decisions when a resident applies to do something on their property that does not conform to the Town Code and decide if a variance is allowed or not.

Dave Brown, Ostrander Road – Stated that currently when the Zoning Board meets a Public Notice has to be issued, he asked if that will be how the meetings are noticed each month.

Attorney Spinner stated it will be until they establish a regular meeting date and it is announced.

PUBLIC COMMENTS: None

ADJOURNMENT:

Motion By: Councilman Harting

Sec. By: Councilman Hupman

Motion to Adjourn Meeting at 8:02 PM

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