

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Authorizing a Fire Protection Contract with the Board of Fire Commissioners for the
Windsor-Colesville Fire District
Resolution #9-2024

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 13th day of March 2024 there were:

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

OFFERED BY:
SEC BY:

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, the Town of Windsor has a contract with the Board of Fire Commissioners for the Windsor-Colesville Fire District, for the furnishing of fire protection two certain areas of Fire Protection District No. 3, a description of which areas is annexed hereto, which contract expires on December 31, 2028, and

WHEREAS, the said Board of Fire Commissioners for the Windsor-Colesville Fire District, now offers and proposes to enter into a new contract with the Town of Windsor for the protection of the aforesaid portion of Fire Protection District No. 3., and

WHEREAS, due notice was given that a public hearing was held in the Town Hall at 124 Main Street in the Village of Windsor, on the 13th day of March 2024, to consider a contract for the furnishing of fire protection, to the aforesaid portions of said fire protection district, and notice duly specifying the time and place of the hearing as aforesaid and giving in general terms, the proposed contract having been duly published, and the said hearing having been held at the time and place specified and all persons interested in appearing having been heard, it is hereby

RESOLVED, that this Board contract with the Board of Fire Commissioners for the Windsor-Colesville Fire District, Inc., for the furnishing of fire protection to the aforesaid portions of Fire Protection District No. 3 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 Board of Fire Commissioners for the Windsor-Colesville Fire District, for the furnishing of fire protection to the aforesaid portions of Fire Protection District No. 3, 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 13th day of March 2024. Said resolution was adopted by the following vote:

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

[Town of Windsor Seal]

Elizabeth Pfister
Town Clerk, Town of Windsor

AGREEMENT

This Agreement shall be effective as of the date signed by the parties hereto, the Town of Windsor a municipal corporation located in the County of Broome, and the State of New York, ("Town"), and the Board of Fire Commissioners for the Windsor-Colesville Fire District, organized and existing under the laws of the State of New York, and having its principal office in the Hamlet of Ouaquaga, County of Broome and State of New York ("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, 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 Agreement with the Fire Company for fire protection to and for Windsor Fire Protection District No. 3 pursuant to the terms and provisions herein set forth.

NOW, THEREFORE, the Town does hereby engage Fire Company to furnish fire protection to and for Windsor Fire Protection District No. 3 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 Agreement be subject to call for the attendance upon any fire occurring in the two designated areas of said district and when notified of a fire within 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, Fire Company and the firefighters thereof shall proceed diligently and, in every way, reasonably practicable to extinguish the fire and safeguard life and property in connection therewith. Notwithstanding the foregoing, it is hereby mutually understood and agreed between the two parties hereto that 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. Fire Company further agrees that it will protect the said Town and/or the said Fire Protection District No. 3 from all liability and responsibility by reason of its own breach of and covenants contained within this Agreement.

2. In consideration for the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive the sum of Five Thousand Five Hundred Dollars, (\$5,500.00) for each year so long as this Agreement shall be in effect, and the Town agrees to pay the same on or about the 1st day of March, or as soon thereafter as reasonably practicable during each year of the term of this Agreement.

3. All Monies paid to the Fire Company under the terms of this Agreement shall be a charge upon the said Fire protection districts to be assessed and levied upon the taxable property within the districts and collected through the assessment and payment of Town taxes.

4. It is mutually understood and agreed between the parties hereto that the Town by this Agreement shall assume no control of, and or responsibility for the members of the Fire Company or any others employed by them carrying out this Agreement 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 or contracted by said company on its behalf in carrying out the terms and obligations of this Agreement. It is

further mutually covenanted and agreed between the parties hereto 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 sustained by the members or agents 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 of this Agreement. During the term of this Agreement, 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 Agreement, 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 set forth in the Volunteer Firemen's Law of the State of New York. In connection hereto, the Fire Company covenants and agrees to 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 promptly advising of any changes in said membership.

5. During the term of this Agreement, Fire Company agrees to secure and maintain suitable insurance, at its own expense, naming said Town as an additional insured and protecting Town from liability from any personal injury, or property damage incurred during Fire Company's performance of its duties under this Agreement. 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" and documentation of which shall be provided by the Fire Company to the Town promptly upon request.

6. 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 Agreement.

7. 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 related to Fire Company's performance of its duties under this Agreement.

8. This agreement shall continue for a period of five years from January 1, 2024, and thereafter until terminated by the service of a sixty-day notice in writing by either party hereto upon the other but in any event this Agreement, and all terms and provisions thereunder shall terminate on December 31, 2028. The notice herein provided shall be served by registered mail.

IN WITNESS HERETO, 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 as of the date and year indicated thereto.

TOWN OF WINDSOR

BY: _____
Supervisor

**BOARD OF FIRE COMMISSIONERS FOR
THE WINDSOR-COLESVILLE FIRE DISTRICT**

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 13th day of March, 2024 before me personally came Mark Odell, to me personally known, who, being duly sworn, did depose and say that she resides in the Town of Windsor, New York; that she is the Supervisor of the Town of Windsor, the corporation described in and which executed the above instrument; that 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 Town Board of the Town of Windsor and that she signed her name thereto by like order.

Notary Public

STATE OF NEW YORK)
 SS:
COUNTY OF BROOME)

On this ____ day of March, 2024 before me personally came Jerry Clarke, 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 Board of Fire Commissioners for the Windsor-Colesville Fire District, 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