Public Hearing & Regular of the Town Board
November 4, 2026 7:00 P.M.
Town of Windsor Town Hall
124 Main Streets, Windsor, NY 13865

MEETING CALLED TO ORDER: by Supervisor Tim Harting, at 7:00 P.M.

PLEDGE OF ALLEGIANCE: was recited.

ROLL CALL by Town Clerk Elizabeth Pfister:
Supervisor Tim Harting: Present
Deputy Supervisor Eric A. Beavers: Present
Council Member Gary M. Hupman: Present
Council Member James Conrad: Present
Council Member Matthew Hartwell: Present
Code Enforcement Officer Richard Osborne: Present
Highway Superintendent Michael Kithcart: Present
Attorney Nick Cortese: Present

Also, present were: Khristine Breeding, Route 79; Diana Isham, Honey Hollow Road; Ann Underwood, Honey Hollow Road; Judy Salton, Route 17; Derek Harvey, Pine Street; Renee Conklin, EBES; Ruth Seward, Main Street; Carolyn Price, Reagan Road; Jim Donohue, Route 79; Katherine Urda, E. Windsor Road; Norman Colwell, Route 79; Lori & Rob Cunnigham, Route 79; Carol Sherwood, Route 79; John McNulty, Locust Street; Jim & Barb Williams, Beaver Lake Road; David Brown, Ostrander Road; Zachary Abbott, Honey Hollow Road; Cassie Robinson, Bell Road; Heather Bidwell, Academy Street; Greg Bronson, Buell Road

PUBLIC HEARING
Supervisor Harting Opened the Public Hearing for the 2027 Fire Contracts at 7:01 p.m.

- Carolyn Price, Reagan Road – Wanted to bring to the Boards attention that one of the Millenium Pipeline parcels, tax map# 148.02-2-5.2, did not pay Fire 2 tax in 2026. Price suggested it be looked into and Millenium billed if it was not paid. Price went on to point out to the Board that currently Millenium should pay the $114,916.00 towards fire budgets and if their tax case gets settled for a reduces assessment there will not be any fund balance to repay Millenium from the fire budgets due to depleting fund balance from those accounts.
- John McNulty, Locust Street – Asked the percentage increase to the fire budgets this year. Supervisor Harting stated it is 2% this year, Harting added he wished it could be more. McNulty shared that the State has passed down more required equipment directives and they have been trying to save for a new building but they have decided it won't happen this year.

The Public Hearing was Closed at 7:07 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 #37-2026

PRESENT: **Supervisor Timothy Harting**
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

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 4th day of November, 2026 , there were

Offered By: Council Member Hupman
Seconded By: Council Member Conrad

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, 2026, 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 4th day of November 2026, 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 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting - Aye
Deputy Supervisor Eric Beavers - Aye
Council Member Gary M. Hupman - Aye
Council Member James Conrad - Aye
Council Member Matthew Hartwell – Aye

Motion Approved
Resolution Adopted: November 4, 2026

[Town of Windsor Seal]

_____
Elizabeth Pfister
Town Clerk of the Town of Windsor

AGREEMENT

AGREEMENT, made this 4th day of November 2026, 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 4th day of November 2026 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 2027 ..…... $148,895.39

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

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

5. It is mutually understood and agreed between the parties hereto that the Town by this contract shall assume no control of and/or responsibility for the members of the Fire Company or any others employed by them carrying out this contract or any terms or provisions thereof and that the Fire Company enters into this agreement and assumes the responsibilities thereunder as an independent contractor retaining at all times full and complete control over its own members, over its own equipment and over any persons employed by the said Fire Company on its behalf in carrying out the terms and obligations of this contract. It is further mutually covenanted and agreed between the parties thereto that the Town assumes no responsibility or liability for any damages to the fire apparatus or other equipment of the Fire Company or for any personal injuries or other injuries which may be suffered by the members of the Fire Company or by any other persons under their direction or employ or for any damages to the property of such members or such persons in the course of carrying out the terms and conditions in this contract, except that, during the existence of the contract, all members of the Fire Company shall be protected under the Volunteer Fireman's Benefit Law of the State of New York and the said members of the Fire Company will engage in the performance of their duties and in answering calls or attending upon or returning from any call provided for under

the terms and provisions of this contract including the providing of the general EMS service pursuant to Section 209-b of the General Municipal Law will have the same rights, privileges, and immunities as volunteer firemen and as provided for in the Volunteer Fireman's Benefit Law of the State of New York. In connection therewith the Fire Company covenants and agrees upon its part that it will file with the Town Clerk of the Town a list containing the names of all its members and that it will keep such list current at all times by informing and advising of any changes in said membership.

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

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

7. This agreement shall continue for a period of one year commencing on January 1, 2027 and terminating on December 31, 2027.

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 4th day of November, 2026 before me personally came Timothy Harting, 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 _____, 2026 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 #38-2026

PRESENT: **Supervisor Timothy Harting**
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

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 4th day of November, 2026 , there were

OFFERED BY: Council Member Hartwell
SECONDED BY: Deputy Supervisor Beavers

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, 2026, 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 4th day of November, 2026, 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 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted – Aye
Deputy Supervisor Eric Beavers	Voted – Aye
Council Member Gary Hupman	Voted – Aye

Council Member James Conrad Voted – Aye
Council Member Matthew Hartwell Voted – Aye

Motion Approved
Resolution Adopted: November 4, 2026

[Town of Windsor Seal]

_____
Elizabeth Pfister
Town Clerk of the Town of Windsor

AGREEMENT

Agreement made this 4th day of November, 2026, 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 2027……. $148,895.39

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

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

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

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

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

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

8. This agreement shall continue for a period of one year**,** from January 1, 2027 through December 31, 2027.

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 ands 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 4th day of November, 2026 before me personally came Timothy Harting, 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 him name thereto by like order.

_____
Notary Public

STATE OF NEW YORK)
SS:
COUNTY OF BROOME)

On this ____ day of _____ , 2026 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 the Windsor Fire Company, Inc. Resolution #39-2026

PRESENT: **Supervisor Timothy Harting**
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

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 4th day of November, 2026 , there were

OFFERED BY: Deputy Supervisor Beavers
SECONDED BY: Council Member Conrad

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 4th day of November, 2026, 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 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary Hupman	Voted – Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Hartwell	Voted – Aye

Motion Approved
Resolution Adopted: November 4, 2026

[Town of Windsor Seal]

_____
Elizabeth Pfister
Town Clerk of the Town of Windsor

AGREEMENT

Agreement made this 4th day of November, 2026, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome, and the State of New York, hereinafter called the Town, and the Board of the Windsor Fire Company Inc., organized and existing under the laws of the State of New York, and having its principal office in the Windsor, Broome County, State of New York, hereinafter called the Fire Company

WITNESSETH THAT

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 4 embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor, and

WHEREAS, this contract shall be subject to a public hearing which with due notice a public hearing which will be held on 4th day of November, 2026 and following which public hearing the Board of the Town is expected to adopt a resolution authorizing this contract with the Fire Company for fire protection to and for Windsor Fire Protection District No. 4 on the terms and provisions herein set forth.

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

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

2. In consideration for the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive the sum of Ten Thousand Six Hundred Twenty-Six Dollars and Seventy-Two Cents, ($10,626.72) for each year so long as this contract shall be in effect and the Town agrees to pay the same on or about the 1st day of March during each year of the term of this contract.

3. All monies to be paid to the Fire Company

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

5. It is mutually understood and agreed between the parties hereto that the Town by this contract shall assume no control of and or responsibility for the members of the Fire Company or any others employed by them carrying out this contract or any terms or provisions thereof and that the Fire Company enters into this agreement and assumes the responsibilities there under as an independent contractor retaining at all times full and complete control over its own members, over its own equipment and over any other persons employed by the said company on its behalf

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

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

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

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

8. This agreement shall continue for a period from January 1, 2027 until December 31, 2027 and thereafter until terminated by the service of a sixty-day notice in writing by either party hereto upon the other. The notice herein provided shall be served by registered mail.

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

TOWN OF WINDSOR

BY: _____
Supervisor

WINDSOR FIRE COMPANY INC.

BY: _____
President

SCHEDULE "A"

Boundaries of Fire Protection District 4

SCHEDULE “B”

Insurance obligations

STATE OF NEW YORK)
SS:

COUNTY OF BROOME)

On this 4th day of November, 2026 before me personally came Timothy Harting, 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 _____, 2026 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

Supervisor Harting Opened the Public Hearing for the 2027 Eastern Broome Emergency Services Contract at 7:07 p.m. there were no public comments the Public Hearing was Closed at 7:08 p.m.

TOWN OF WINDSOR, COUNTY OF BROOME STATE OF NEW YORK
Authorizing an Ambulance Service Agreement with Windsor Emergency Services, Inc.
Resolution #40-2026

PRESENT: Supervisor Timothy Harting
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 4th day of November, 2026, the following resolution was

Offered by: Council Member Conrad
Seconded by: Council Member Hupman

WHEREAS, the Town Board duly held a public hearing on November 4th, 2026 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, 2027 and ending December 31, 2027; 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, 2027 and ending December 31, 2027 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 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary Hupman	Voted - Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Hartwell	Voted – Aye

Motion Approved
Resolution Adopted: November 4, 2026

_____
Elizabeth Pfister, Town Clerk Town of Windsor

AGREEMENT FOR AMBULANCE SERVICES

AGREEMENT made this 4th day of November, 2026 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 38 Chapel 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 it 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. <u>INSURANCE COVERAGE FOR VOLUNTEERS AND PAID SQUAD EMPLOYEES</u>

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. <u>CERTIFIED AMBULANCE SERVICE</u>

(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. <u>BILLING; FUND RAISING</u>

(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, 2027 and ending on December 31, 2027

(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 $210,937.00. The Town shall compensate Squad as follows: (1) by paying Squad the amount of $11,000.00 to be raised from real estate taxes and paid to the Squad no later than June 30, 2027; 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
38 Chapel 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: _____
Timothy Harting, 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

Discussion: Supervisor Harting stated this contract had a 4.75% increase; however, it is a much smaller dollar amount than the fire contract that's why the percentage is bigger.

Supervisor Harting Opened the Public Hearing for the 2027 Sewer Rates at 7:08 p.m. there were no public comments the Public Hearing was Closed at 7:08 p.m.

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Adopting the 2027 Sewer Billing Rates for Municipal Sewer Users in the Town of Windsor
Resolution #41-2026

PRESENT: **Supervisor Timothy Harting**
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 4th day of November, 2026, the following resolution was

OFFERED BY: Council Member Conrad
SECONDED BY: Council Member Hupman

WHEREAS, the Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town"), on the 4th day of November, 2026, commencing at 7:00 P.M. at the Windsor Town Hall, duly held a public hearing on the Year 2027 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:

2027 Quarterly fee (Occupied): $255.00
2027 Quarterly fee (Vacant): $150.00
2027 Quarterly fee (Government/School): $260.00/edu

This billing will become effective with the first billing of the year 2027; March 2027.

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 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary M. Hupman	Voted - Aye
Council Member James Conrad	Voted - Aye
Council Member Daniel Colwell	Voted - Aye

Motion Approved
Resolution Adopted: November 4, 2026

[Town of Windsor Seal]

_____
Elizabeth Pfister, Town Clerk of the Town of Windsor

Discussion: Supervisor Harting stated there is no increase to the sewer billing costs this year.

Supervisor Harting Opened the Public Hearing for the 2027 Budget at 7:09 p.m.

- Norman Colwell, Route 79 – Stated that spending the fund he doesn't feel is a good idea since the State has given the Town a rating of 6.8, which he doesn't feel is very good. Colwell then asked the cost for maintaining 1 mile of black top road and 1 mile of gravel road. Highway Supervisor Kithcart said it would depend on what the maintenance of the road is. Colwell stated raising the highway budget $500,000.00 is a lot of money and the Board should try to keep the budget lower. Colwell asked what the percentage of increase will be to his tax bill for Fire 3 tax, Supervisor Harting stated it will be 2%. Colwell asked about the Secretary to the Supervisor now having the title "Manager" Colwell thought managers were in charge of running businesses and thought that was what the Supervisors job was. Supervisor Harting explained that this position is a "Business Manager" and the role has evolved and taken on a lot more responsibility over the last five years.
- Carolyn Price, Reagan Road – Wanted to point out to the Board the cost differences in the budget from 2026 to 2027 the A Fund increasing $2,317.00, the B Fund increasing $15,037.00, the DA Fund decreasing $5,130.00, the DB Fund increasing $581,680.00 making the total budget increase $593,904.00 or 13.98%. Price asked the Board if they asked questions when going over the budget and look at alternative options. Price prepared examples of impacts to taxes of various properties. Property valued at $64,825.00 will see a $54.55 increase in taxes, a property assessed at $108,840.00 will increase $91.94, property assessed at $171,850.00 will increase $145.77, property assessed at $200,950.00 will increase $169.49, property assessed at $446,553.00 will increase $377.22. Price pointed out that when the budget calendar was introduced in July there was potential to not pass this budget tonight and a tentative was set for a second meeting, Price urged the Board to reconsider this budget before passing it and hold the second meeting. Supervisor Harting stated that Price had pointed out the minimal increases to a majority of the funds Harting explained that is where the cuts were made to keep those funds down. Harting pointed out that the increase of expenditures in the DB fund of $551,000.00 that Price pointed out is being partially offset by increases that were made to revenues in that fund. Price pointed out the decrease in the legal fees line for 2027 which had been in the current budget for the Millenium Pipeline proceedings asked on behalf of residents where the money will come from if Millenium gets a settlement in their favor and reduces their contribution to the tax roll.

The Public Hearing was Closed at 7:25 p.m.

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Exempting the Village of Windsor from Machinery, Snow and Misc. Taxes for 2027
Resolution #42-2026

PRESENT: Supervisor Timothy Harting
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 4th day of November, 2026, the following resolution was

OFFERED BY: Council Member Hartwell
SECONDED BY: Council Member Hupman

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 2027 Town of Windsor Budget.

RESOLVED, this Resolution shall take effect January 1, 2027.

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 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary M. Hupman	Voted - Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Odell	Voted – Aye

Motion Approved
Resolution Adopted: November 4, 2026

_____
Elizabeth Pfister
Town Clerk of the Town of Windsor

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Application Of Sales Tax Revenues For The Tax Year 2027 Resolution #43-2026

PRESENT: Supervisor Timothy Harting
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 4th day of November, 2026, the following resolution was

OFFERED BY: Council Member Hupman
SECONDED BY: Council Member Conrad

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**.**

RESOLVED, this Resolution shall take effect January 1, 2027.

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 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary M. Hupman	Voted - Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Hartwell	Voted - Aye

Motion Approved
Resolution Adopted: November 4, 2026

[Town of Windsor Seal]

_____
Elizabeth Pfister
Town Clerk of the Town of Windsor

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Adopting the Annual Budget of the Town of Windsor for the Year 2027 Resolution #44-2026

PRESENT: Supervisor Timothy Harting
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

At a Public Hearing & Regular Meeting of the Town of Windsor Town Board, held at the Town Hall on the 4th day of November, 2026, the following resolution was

OFFERED BY: Council Member Conrad
SECONDED BY: Deputy Supervisor Beavers

WHEREAS, the Town Board (hereinafter "Town Board") of the Town of Windsor (hereinafter "Town"), on the 4th day of November, 2026, commencing at 7:00 P.M. at the Windsor Town Hall, duly opened a public hearing on the Town Year 2027 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, 2027, 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 2027 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 2027 Annual Budget for the Town of Windsor for the fiscal year beginning January 1, 2027. 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 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary M. Hupman	Voted - Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Hartwell	Voted - Aye

Motion Approved
Resolution Adopted: November 4, 2026

[Town of Windsor Seal]

_____
Elizabeth Pfister
Town Clerk of the Town of Windsor

Discussion: Supervisor Harting pointed out that the increase of fuel costs and the materials that effects alone is a large reason for the increases in the 2027 budget. Harting shared that one of the fuel bills that was signed this evening was $14,000.00 when it is normally less than $6,000.00. The cost of doing business is the bottom line for the increases to the budget and realistically the Town will be providing less services than they currently do, Harting added it was a hard decision and no one likes to increase taxes. Council Member Hupman said he feels this is a good budget he has gone through it many times but the other option is to stop providing services. Council Member Conrad said that the majority of the increase is going to the highway budget so that they can continue to at least maintain roads in the same condition they are now. The other option is that the roads fall into disrepair and the Town then has to pay for the complete rebuild of the roads which will be far more expensive. Council Member Hartwell said he doesn't want to see taxes increase either but everyone's taxes increase and roads are essential and every person in the Town uses roads every day. Hartwell reminded residents that Board Members are residents too and they don't like having to increase budgets like this but they have no choice.

Heather Bidwell from Windsor Youth Sports & Recreation gave an update on the program. WYSR continues to offer 10 league sports. Fall sports wrapped up on Halloween with a new Fall Fling event. The youth sports programs continue to partner with the Varsity athletes which has been a great mentoring and growth opportunity for youth. They will be starting a youth volley ball program after the basketball program wraps up. Klumpp Park is being used all summer with the return of baseball tournaments this past summer. They were able to have the high school trades class build a couple picnic tables for the park for around the concession stand. They are looking into purchasing a new shed for equipment storage because they are running out of room in the rear of the concession stand. They are also looking into renovations of the announcer booth on the baseball field and upgrading the playground equipment through grants.

Renee Conklin, Director of Operation for Eastern Broome Emergency Services gave an update on the agency. Conklin explained that financial struggles are increasing for them, some challenges they have are - staffing, increasing supply costs and increased maintenance costs. They currently work hard to raise their needed funds by fundraising, donations and community support. Conklin stated that they need the Town to recognize that maintaining a reliable medical service is a shared community responsibility. EBES needs reliable funding and needs to be recognized as an essential service by their community and supported accordingly. Conklin shared that the Department of Health sent notification that specific medical supplies and devices that protect their crews are now required for them to have. They purchased the medical supplies

at a cost of approximately $8,000.00 and still need to purchase CO monitors for staff and dash cameras. They have a department of health inspection next month and they will be cited with violations for not having this equipment but they simply cannot afford it. Conklin is concerned how they will continue to operate. Conklin stated that living in a rural area and having an ambulance service is a luxury at this point and it could come to a point where when an ambulance is called it might be over an hour wait for a response. Conklin said she would like to know how neighboring towns are supporting their ambulance service pointing out that Hancock Ambulance receives $350,000.00, Broome Ambulance receives $475,000.00 and Maine Ambulance receives $375,000.00. Conklin stated that EBES appreciates the $8,500.00 the Town of Windsor gives to support their agency but it simply is not enough to cover expenses and feels a serious discussion needs to happen over the next year. Supervisor Harting recalled two years ago where he figured that the amount if the Town was to pay their fair share towards the ambulance would be approximately $72,000.00 which is a far from where we are. Harting pointed out that the current situation in the Town is that we are raising taxes just to keep services that we have and he would very much like to be at a point where the Board can look at ways to increase contributions to emergency services both fire and ambulance. Conklin shared this is the first year she is concerned for their finances, she has written to every philanthropist and charity that donates to these types of things over the last three years and received $100.00. Conklin pointed out that other ambulances in the area are under staffed and they are often called to the City of Binghamton for calls that she will turn down in order to make sure there is an ambulance available in the towns that support their services so tax payers are not left in the lurch. Harting pointed out that legislation has been in the works for a few years to make ambulance an essential service like fire and when it passes the bill to the municipality will be large. Conklin reiterated her appreciation of the support from the Town but she wants people to hear and understand that it is coming to a critical point where without funding ambulance service will not survive. Carolyn Price spoke up stating that as part of the Upstate Association of Towns she had lobbied for ambulances to receive the reimbursements for Medicaid and Medicare directly instead of them going to the patients. Price offered that if necessary they would be willing to lobby on the ambulances behalf again for the Medicaid and Medicare reimbursement amounts to be increased to a realistic amount. John McNulty recognized Conklin's dedication to the ambulance pointing out that she responds to every EMS call and also responds to every fire call he receives to make sure the fire department volunteers are safe.

PUBLIC COMMENTS:

Greg Bronson, Buell Road – Asked why the highway department did not repair Frost Road or fill the pot holes on Buell Road when they were doing work on Fairview Drive. Bronson said he will sawcut and repair the holes on Buell Road. Highway Supervisor Kithcart stated that there are a lot of roads that they didn't get taken care of they have been working on the worst roads with the material they have.

John McNulty, Locust Street – Gave the Town Board kudos for the work they have done on the budget, he knows it takes countless hours and you get beat up but he wanted to thank the Board for the work they have done.

APPROVAL OF MINUTES:

Motion By: Council Member Hartwell **Sec. By: Deputy Supervisor Beavers**

Motion to Approve the Minutes of the October 7, 2026 Regular Meeting as submitted.

Vote of the Board:

Supervisor Harting - Aye
Deputy Supervisor Beavers - Aye
Council Member Hupman - Aye
Council Member Conrad - Aye
Council Member Hartwell - Aye
Motion Passed

FINANCIAL REPORT:

Motion By: Council Member Hupman **Sec. By: Council Member Conrad**

Motion to Approve the November, 2026 for payment.

Vouchers for Payment

A & B Fund# 424 - 461	$ 41,386.66
DA Fund# 11	$ 2,802.60

DB Fund# 286 – 307	$313,712.43
SS3 Fund# 75 – 81	$ 4,197.93
TA Fund# 20 – 21	$ 1,214.04
Total	**$ 363,313.66**

Vote of the Board:
Supervisor Harting - Aye
Deputy Supervisor Beavers - Aye
Council Member Hupman - Aye
Council Member Conrad - Aye
Council Member Hartwell - Aye
Motion Passed

The Board received the October 2026 Financials, there were no comments.

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Resolution to Amend 2026 DB Highway Budget Unemployment Insurance Resolution #45-2026

PRESENT: Supervisor Timothy Harting
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

At a Regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 4th day of November, 2026, the following resolution was

Offered By: Council Member Hupman
Seconded By: Council Member Conrad

WHEREAS, the Town of Windsor will transfer out unexpended appropriations in the medical insurance account to fund the Department of Labor unemployment reimbursement invoice.

IT IS HEREBY RESOLVED, by the Town Board of the Town of Windsor that the following budgetary adjustments be made in the 2026 Budget to expend these monies

ACCOUNT	*ACCOUNT NAME*	DEBIT	CREDIT
	BUDGET JOURNAL ENTRIES:		
DB9060.8	Medical Insurance	$6,074.28	
DB9050.8	Unemployment Insurance		$6,074.28

BE IT FURTHER RESOLVED that this resolution 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 on the 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary M. Hupman	Voted - Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Hartwell	Voted – Aye

Motion Approved
Resolution Adopted: November 4, 2026

_____
Elizabeth Pfister, Town Clerk, Town of Windsor
Discussion: Supervisor Harting explained this is for a medical claim and they are moving money from the unemployment insurance fund which had extra in it.

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

Amend 2026 Highway DB Fund Budget Modification for CHIPs Resolution #46-2026

PRESENT: **Supervisor Timothy Harting**
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

Offered By: Deputy Supervisor Beavers
Seconded By: Council Member Hupman

WHEREAS the town's adopted 2026 part-town highway fund budget included an estimated revenue of $400,000.00 and corresponding appropriation of $400,000.00 pertaining to CHIPs moneys; and

WHEREAS the State budget has set the Town's share of CHIPs funding for 2026 at $738,000.55; as follows:

• CHIPS Capital	$500,733.12
• Winter Recovery	$81,144.43
• PAVE-NY	$93,673.80
• Pothole Aid	$62,449.20
	$738,000.55

NOW, THEREFORE BE IT RESOLVED, the highway fund budget be modified to increase both the CHIPs Improvement line (DB5112.4) and the CHIPs State Aid revenue line (DB3501) from $400,000.00 to the approved State amount of $738,000.55

BE IT FURTHER RESOLVED that 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 the 4th day of November 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary Hupman	Voted – Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Hartwell	Voted – Aye

Motion Approved
Resolution Adopted: November 4, 2026

_____
Elizabeth Pfister, Town Clerk
Town of Windsor

Discussion: Supervisor Harting explained that this is an annual movement of funds for road paving work. CHIPS gives the highway an amount that they will reimburse up to at the beginning of the year and as the work is completed it is submitted to the state and they send the reimbursement.

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Resolution to Amend 2026 DB Highway Budget for Temporary Help Resolution #47-2026

PRESENT: Supervisor Timothy Harting
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

At a Regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 4th day of November, 2026, the following resolution was

Offered By: Council Member Conrad
Seconded By: Deputy Supervisor Beavers

WHEREAS, the Town of Windsor will transfer out unexpended appropriations in the General Repairs, Personal Services account to add fund to the Temporary PT Help account, due to using part time help to cover staffing shortages.

IT IS HEREBY RESOLVED, by the Town Board of the Town of Windsor that the following budgetary adjustments be made in the 2026 Budget to expend these monies

ACCOUNT	*ACCOUNT NAME*	DEBIT	CREDIT
	BUDGET JOURNAL ENTRIES:		
DB5110.1	General Repairs – Personal Services	$5,000.00	
DB5142.11	Temporary Seasonal PT Help		$5,000.00

BE IT FURTHER RESOLVED that this resolution 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 on the 4th day of November, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary M. Hupman	Voted - Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Hartwell	Voted - Aye

Motion Approved
Resolution Adopted: November 4, 2026

_____

Elizabeth Pfister, Town Clerk, Town of Windsor

OFFICIALS/DEPARTMENT REPORTS:

Supervisor

Highway Superintendent

Motion By: Council Member Hupman **Sec. By: Council Member Conrad**
Motion to Ratify the Appointment of Dominic Kostun as Motor Equipment Operator at a Rate of $21.50/hr. in the Highway Department Effective November 2, 2026

Vote of the Board:
Supervisor Harting - Aye
Deputy Supervisor Beavers - Aye
Council Member Hupman - Aye
Council Member Conrad - Aye
Council Member Hartwell - Aye
Motion Passed

Town Clerk/Registrar

The Board received the Town Clerk's October 2026 report, Clerk Pfister said there was nothing out of the ordinary just preparing the office for next year. Clerk Pfister pointed out that she will be out Monday December 7th for NYSTCA regional training. Clerk Pfister said she was very happy that there was an applicant for the Deputy Clerk position that she feels will work out well.

Motion By: Council Member Hartwell **Sec. By: Deputy Supervisor Beavers**
Motion to Appoint Susanna Brown as Deputy Town Clerk at a Rate of $18.38/hr. Effective November 9, 2026

Vote of the Board:
Supervisor Harting - Aye
Deputy Supervisor Beavers - Aye
Council Member Hupman - Aye
Council Member Conrad - Aye

Council Member Hartwell - Aye
Motion Passed

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Authorizing Town of Windsor Representatives as Signers Regarding Bank Accounts Resolution #48-2026

PRESENT: **Supervisor Timothy Harting**
Deputy Supervisor Eric Beavers
Council Member Gary M. Hupman
Council Member James Conrad
Council Member Matthew Hartwell

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 4th day of November 2026, the following resolution was

Offered By: **Council Member Hupman**
Second By: Deputy Supervisor Beavers

IT IS HEREBY RESOLVED by the Town Board of the Town of Windsor that the following individuals are authorized parties/signers for the following Bank Accounts, **effective 11/9/2026:**

Chemung Canal Trust Company (Town Clerk Checking Account(s)):
Elizabeth Pfister, Town Clerk
OR
Susanna Brown, Deputy Town Clerk
OR
Richard Sands, 2nd Deputy Town Clerk

Chemung Canal Trust Company (DEC – Hunting/Fishing Checking Account):
Elizabeth Pfister, Town Clerk
OR
Susanna Brown, Deputy Town Clerk
OR
Richard Sands, 2nd Deputy Town Clerk

Chemung Canal Trust Company (Tax Collection Account):
Elizabeth Pfister, Town Clerk
OR
Susanna Brown, Deputy Town Clerk
OR
Richard Sands, 2nd 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 on November 4, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted - Aye
Deputy Supervisor Eric Beavers	Voted - Aye
Council Member Gary Hupman	Voted – Aye
Council Member James Conrad	Voted - Aye
Council Member Matthew Hartwell	Voted – Aye

Motion Approved
Resolution Adopted: November 4, 2026

_____
Elizabeth Pfister, Town Clerk
Town of Windsor

Code Enforcement

The Board received Code Officer's October 2026 report, Code Officer Osborne said it was a busy month issuing 13 permits. Still working on property violations two of which are advancing through the system and he is starting the next batch. There are two solar projects that will be coming in front of the Planning Board. There is a brewery that has been working on permitting for a couple of years and looks like it might be coming to an end. Osborne met with them over the weekend and got them heading in the right direction to finish up the project. Osborne said he had a resident from Rockwell Road come into his office this week with an idea for putting in a

hotel/motel type building but it is in the very beginning stages.

Dog Control

Supervisor Harting stated the position is still open for new Dog Control Officer. Harting told the Board he has reached out to City of Binghamton and Town of Union Dog Control to see if they would be available to assist us because they have staff to do so. Harting explained that most other Towns also have part-time DCO and don't want to take on anymore. Harting said long term Union and Binghamton DCO are not the solution but they can assist for now.

Assessor's Office

The Board received the Assessor's October 2026 report, Supervisor Harting pointed out this is the first month the report hasn't started with "it's been busy."

Wastewater Treatment Plant

The Board received the Statement of Unpaid, Delinquent 2026 Sewer Charges, the Clerk explained these will be re-levied onto tax bills. Supervisor Harting said the plant as a whole he is looking forward to 2027 and looking at the financial situation with the Board and finding some solutions for relief to users.

Court

COMMITTEE REPORTS:

History & Cemeteries

Economic Development

Supervisor Harting shared that he met with a developer about West Windsor and also spoke with Town of Kirkwood about municipal water. They are currently dealing with a failing water system and contaminated water so they are not interested in talking with us currently. Harting said he is excited to see what can be done with NYS and the developer for West Windsor.

Public Safety

The Board received the October 2026 Operation Update & Call Log.

Town Hall

Supervisor Harting shared that the Village received a grant from Assemblyman Joe Angelino's office for $50,000.00 and they graciously decided to share it with the Town by replacing the front door on Town Hall. It will have a drop box for residents, key card access and be handicapped accessible.

Youth and Recreation

Zoning/Planning

The Board received the October 2026 ZBA minutes

UNFINISHED BUSINESS:

NEW BUSINESS:

Motion By: Council Member Hupman **Sec. By: Council Member Conrad**
Motion to Schedule an Examination of the Justice Court Records for 11/1/2025 - 10/31/2026

Vote of the Board:
Supervisor Harting - Aye
Deputy Supervisor Beavers - Aye
Council Member Hupman - Aye
Council Member Conrad - Aye
Council Member Hartwell - Aye
Motion Passed
Discussion: Council Member Hupman and Council Member Hartwell will schedule with court.

Motion By: Deputy Supervisor Beavers **Sec. By: Council Member Conrad**
Motion to Schedule an Examination of the Town Clerk Records for 12/1/2025 - 10/31/2026

Vote of the Board:
Supervisor Harting - Aye
Deputy Supervisor Beavers - Aye
Council Member Hupman - Aye
Council Member Conrad - Aye
Council Member Hartwell - Aye
Motion Passed
Discussion: Council Member Conrad and Supervisor Harting will schedule with Clerk

Motion By: Deputy Supervisor Beavers **Sec. By: Council Member Hupman**
Motion to Schedule an Examination of the Tax Collector Records for 12/1/2025 - 10/31/2026

Vote of the Board:
Supervisor Harting - Aye
Deputy Supervisor Beavers - Aye
Council Member Hupman - Aye
Council Member Conrad - Aye
Council Member Hartwell - Aye
Motion Passed
Discussion: Council Member Conrad and Supervisor Harting will schedule with Clerk

The Board received information for the upcoming Santa Parade, Clerk Pfister announced the dates for the parade December 11th at 6:30p.m. in the Village and December 12th at 11 a.m. in West Windsor and invited all elected officials to participate.

UPCOMING MEETING:
Zoning Board Meeting November 10, 2026 6:30 P.M. Windsor Town Hall
Planning Board Meeting *To Be Announced* 7:30 P.M. Windsor Town Hall
Public Hearing & Regular Meeting December 9, 2026 7:00 P.M. Windsor Town Hall

PUBLIC COMMENTS:
Supervisor Harting publicly thanked former Deputy Clerk Lori Hunt who was in attendance on behalf of the Board members for serving the community in the Clerk's office.

ADJOURNMENT:
Motion By: Council Member Hartwell **Sec. By: Council Member Hupman**
Motion to Adjourn Meeting at 8:21 P.M.

Vote of the Board:
Supervisor Harting - Aye
Deputy Supervisor Beavers - Aye
Council Member Hupman - Aye
Council Member Conrad - Aye
Council Member Hartwell - Aye
Motion Passed

Respectfully Submitted,

_____
Elizabeth Pfister
Town Clerk