

The regular meeting for the Town of Constable was held on December 14, 2023 and called to order at 7:00 pm. The members present were Councilwoman Lemire, Councilmen MacDonald and Wilson, Supervisor Onufer, Town Clerk Prue, Code Officer Halley, Highway Superintendent Martin and Dalton Patterson, IT. Councilman Leahy was absent.

The following guests and were present Tammy Trombley, Lukas Kompan, Matus Kompan, Iris Shova, Jason Trombley, David and Amber Phippen, Tom & Helen Shonyo, Matt & Nicole Gonzalez, James Gavin, Tina Recore, Larry Boussey, Chris Boussey, Ryan Recore, Kirk Marlow, Ron Clark, Devin Recore, Mario Lemire, Cheryl R., Jacob Maclin and Dan & Estelle Terrance. Kenneth and Dorothy Buntz were in attendance to discuss a problem they are having with the house being built next door to them and get some help from the Code Officer.

A motion was made by Councilman Wilson and seconded by Councilwoman Lemire to accept the minutes from the November 8, 2023 meeting, motion carried.

A motion was made by Councilwoman Lemire and seconded by Councilman Wilson to have the final meeting of the year on December 27, 2023 at 6:00 pm, motion carried.

A motion was made by Councilman MacDonald and seconded by Councilman Wilson for the Re-Organizational meeting to be on January 11, 2024 at 7:00 pm, motion carried. A public meeting for HUD will follow the re-organizational meeting with the regular meeting following the public meeting.

Supervisor Onufer read the Town Board's response to the Fire Dept. posts that have been on Facebook.

Dear Taxpayers:

Welcome to the December 14, 2024 Regular Monthly Meeting for the Town of Constable. The Constable Fire Dept. has been very vocal on Face Book about their version of what is happening with the 2024 contract negotiations between the department and the town. Below is an outline of the town board's negotiations with the fire department.

In August 2023 the fire department approached the town board with their request for an 8 % increase in their 2024 contract. This is an increase of 6 % over their usual 2 % contract increase. The Constable town board counter offered with a 2 % increase with the offer to make monthly payments to the fire department and invest the balance of the contract amount in a separate NY Class Investment account which is currently paying over 5% interest annually. At current interest rates, this would have yielded the fire department approximately a 6% increase on their contract. During these negotiations, it became clear that the fire department board did not have any of their savings in a high yield interest account nor did they realize that high interest savings accounts were available to them.

The fire department refused the town board's offer and countered with a 7% increase and a 100% payment in February 2024. The Town board counter offered a two-year contract agreement. The first year would provide a 7% increase but with two payments, 50% in February and 50% in July. The two-payment proposal was based on how other towns are currently paying their fire departments. The second contract year was for a 2% increase with the understanding that the Verizon cell tower would be up and operating by 2025 giving the fire department projected revenue of approximately \$8,000.00.

The fire department refused the two-year and two payment proposal and presented the town board with a proposed contract drawn up by their attorney and continued with the same contract demands. To attempt to come to agreement, the town board dropped their two-year contract request and proposed a one-year contract with a 7% increase and two payments. An additional reason why the town board is holding firm to the two payments, is due to the wording in the proposed contract presented by the fire department, drawn up by the fire department's attorney and approved by the fire department.

Within that proposal the following wording appears for Grounds for Termination. Take note of Section B.

#### 6. Grounds for Termination

- A. Fire Department may terminate this Agreement upon the Town's failure to deliver the monies due the Fire Department under this agreement by the date due, so long as Fire Department provides fourteen (14) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Fire Department during this fourteen (14) day notice period, Fire Department shall not terminate services based upon the Town's failure to pay this annual contract payment.
- B. Town may terminate this Agreement upon the loss or suspension of Fire Department's ability to deliver fire protection services.

The fire department and their attorney both felt it was important to include the statement in Section B in their contract, therefore, they feel that there is a probability that something could happen where the fire department could no longer provide fire protection to the town residents. If the town pays the fire department 100% of the fire protection budgeted amount in February and by June or July it is determined that they can no longer provide the fire protection, what funds will the town use to obtain alternative fire protection services to the town?

Most recently the fire department has approached the town board indicating that they need more than 50% of the 2024 contract to pay their bills for the first six months of the year, due to unexpected and recurring expenses. What will happen if there are other unexpected bills in the second half of the year and the fire department has already

spent their total contract amount and can no longer provide services? Again, what will the town use for fire protection services if 100% of the fire protection budget has already been paid to the fire department?

It would be irresponsible for the town board to pay the fire department 100% in February, leaving the town no funds to provide fire protection services if the department is unable to complete the contract. The town board is and will be standing firm with the two payments of 50% in February and July for the 2024 contract.

Facts to Remember:

The fire department has not shown a willingness to negotiate or work with the town to come to an agreement. During the five-month negotiation process, the fire department has made only one concession - decreasing their original request of 8% to 7% contract increase.

While the town has paid the full contract amount in February of the contract year in the past, times have changed. In the past the fire department had an abundance of active members and did not have the issues that challenge the fire department today. The fire department is continually commenting on low membership numbers and the inability to get new members. They have commented that their ability to respond to calls and the time it takes to respond is dependent on the time of day and whether the few members they have are working and available. The change in times and challenges the fire department faces affects how the town board is negotiating the new contract. The town board must and will protect against unforeseen issues that could leave the town without fire protection.

Keep in mind, this is a contract for a service between a private business and the Town. When the town board contracted to have the town hall built, we did not pay the contractor 100% up front. When was the last time you contracted for a service and paid the service provider 100% in advance of providing the service?

The fire department has requested your support to obtain their demands from the town board. While claiming a lack of funds to be able to pay their 2024 expenses, the fire department has gone to great lengths and expense to keep you from attending their meetings and learning how the fire department uses your taxpayer dollars. While they will tell you that they "don't have to let you attend their meetings" and while this may or may not be true, one would think that as a sign of good will and appreciation, you would be welcomed at their meetings. If the fire department is so short of funds, why are they spending excessive money on attorney fees to keep you from knowing what they're doing with your money.

Rules of Constable Town Board meeting:

1. Under NYS Law, while the public has the right to attend town board meetings, the public does not have the right to speak. The purpose of the town meeting is

to discuss town business and the public is welcome to attend and listen. While the town board will, upon request, grant permission for a resident to air personal grievances, this is not a public forum for an individual or group to push their own agenda.

2. Side discussions or other disruptions will not be tolerated during the meeting. Anyone who doesn't comply will be asked to leave the meeting. Should the offender (s) refuse to leave, the supervisor will adjourn the meeting and all in attendance will be asked to leave the building. If necessary, the State Police will be called to remove anyone who refuses to leave.

### **FIRE DEPT.**

The cell tower – nothing new to report.

Local Law regarding tax break for fire dept. – tabled.

Supervisor Onufer reported that the video and audio recording are completed and the Fire Dept. Atty. said to wait to send them.

Supervisor Onufer presented a new member application for the fire dept., John Eich. A motion was made by Councilman Wilson and seconded by Councilwoman Lemire to approve this application, motion carried.

### **CODE OFFICER**

Gordie gave his report from 11/07/2023 – 12/11/2023.

Mr. & Mrs. Buntz complained they felt Gordie did not act fast enough with regards to the neighbor's new septic system and leech field being close to their well. Gordie reported that he spoke to the contractor and excavator operator and they stated they did not put in a new leech field. A motion was made by Councilwoman Lemire and seconded by Councilman Wilson to hire someone with a camera that can do into the leech field pipe to see if it is a new line or the existing line, motion carried.

The well that is being used by the Buntz family may not be on their property. There has not been a survey done to prove or disprove who owns the well.

A motion was made by Councilman Wilson and seconded by Councilman MacDonald to start the process to have the property owned by Mr. Jarvis on State Route 30, Constable cleaned up, motion carried.

Gordie turned in \$350.00 for November.

A motion was made by Councilman MacDonald and seconded by Councilwoman Lemire to accept Gordie's report, motion carried.

## **WEB/TECH**

Dalton gave his report for November and December. This was Dalton's last meeting as he is moving out of the area.

Dalton to get all the passwords to Supervisor Onufer before he leaves the area.

The Town Board members all wished Dalton good luck in his future endeavors.

A motion was made by Councilman Wilson and seconded by Councilman MacDonald to accept Dalton's report, motion carried.

## **REC PARK**

A motion was made by Councilwoman Lemire and seconded by Councilman Wilson for Recreation Park Budget Amendment #3-2023, motion carried.

\$760.00 from Acct. #H909 – Capital Projects – Fund Balance  
\$760.00 to Acct.#H7110.4 Rec Park

Update on Community Bank request for funds - nothing new to report.

Update on bench for new pavilion – tabled till spring.

The Fire Department to allow Heidi to use their hall for Food Bingo to benefit the park.

On a motion by Councilman MacDonald and seconded by Councilman Wilson to accept the rec park report, motion carried.

## **HIGHWAY**

Highway Superintendent Martin gave his report for October and November.

A motion was made by Councilwoman Lemire and seconded by Councilman Wilson for Resolution #19-2023, motion carried, which reads as follows: The Snow & Ice Contract from Franklin County was received and reads as follows:

This agreement made and entered into the 14<sup>th</sup> day of December, 2023 by and between Edward Adams, Superintendent of Highway for the County of Franklin, hereinafter referred to as "the County" and Larry Martin, Superintendent of Highways for the Town of Constable, hereinafter referred to as "the Town".

Whereas: The Franklin County Board of Legislation did, on the 7<sup>th</sup> day of September, 2023 authorize the Superintendent of Highways for the County of Franklin, pursuant to Section 135-a of the Highway Law of the State of New York, to enter into an agreement with any of the Towns of the County of Franklin for the removal of snow and the sanding

of County Highways within the respective town by any town that desires, and

WHEREAS: The Town Board of the Town of Constable, Franklin County, New York did by Resolution dated the 14<sup>th</sup> day of December, 2023 authorize the Town Superintendent of Highways to enter into such an agreement for the removal of snow and sanding of County highways within the said Town of Constable.

WHEREAS: It is mutually agreed as follows:

1. The Town of Constable has the following miles herein they agree to remove snow from, and to sand, the County highways within said Town whenever snow or ice conditions exist on said highways which warrant the control of snow and ice on the highways for the following years:
  - 2023-2024 – CR 20, 28, 38,40,56 - 10.6 miles - \$63,200.06
  - 2024-2025 – CR 20, 28, 38, 40, 56 - 10.6 miles - \$65,096.06
  - 2025-2026 - CR 20, 28, 38, 40,5 6 - 10.6 miles - \$67,048.95
2. The Town herein agrees to furnish, maintain, and operate their own equipment and supplies for the adequate removal of snow from, or sanding of, said County highways.
3. In case of a difference of opinion between said Town and County as to whether conditions existing necessitate the removal of snow from, or sanding of, said County highways, the County Superintendent of Highways shall be the sole judge.
4. If the Town refuses to remove snow from, or to sand County highways when requested by the County Superintendent of Highways, the County Superintendent may remove said snow from, or sand from said highways and the cost of doing so shall be deducted from any amount of monies due and owing the said Town under this contract.
5. Annual payments shall be made to the Town upon the Town presented a verified voucher to the County Superintendent of Highways who will, in turn, present the same voucher to the County Treasurer for payment. Annual payments will be made in two installments with the first half being paid in February of each respective year and the balance being paid in July of each respective year.
6. That this agreement is effective during the calendar years of 2024, 2025, & 2026.

In Witness Whereof, this agreement has been approved and the parties have executed this Agreement on 14<sup>th</sup> day of December, 2023.

Supervisor Onufer reported the NYS Dept. of Labor will enforce the 50 miles radius

provision on wages for trucking until the court renders its decision on this matter.

Solar Speed Monitoring – for Rec Park Area – tabled. Tina Recore advised that Mike Fleury with Franklin County is the person to contact for information about these signs.

Larry reported that \$52,570.26 CHIPS funds will rollover to 2024.

A motion was made by Councilman Wilson and seconded by Councilman MacDonald to approve Larry's October and November report, motion carried.

A motion was made by Councilman MacDonald and seconded by Councilwoman Lemire to approve Budget Amendment #6-2023, motion carried.

\$5,008.80 from Acct. #DA5140.1 Brush & Weed – Pension serv.  
\$5,008.80 to Acct. #DA5130.1 Machinery

\$460.00 from Acct #DA5140.4 Brush & Weed – Cont. Exp.  
\$460.00 to Acct. #DA514.2.4 Snow Removal – Cont. Exp.

\$612.02 from Acct. #DA5110.4 General Repairs - Cont. Exp.  
\$612.02 to Acct. #DA5148.4 Sev. Other Gov't - Cont. Exp.

Highway Bills were audited and approved. #142 - #160

Supervisor Onufer presented the Highway Fund Monthly Statement for November 2023 for all board members to review. A motion was made by Councilwoman Lemire and seconded by Councilman Wilson to accept the Highway Fund Monthly Statement, motion carried.

### **CAPITAL PROJECTS**

Capital Project. bills were audited and approved Voucher #5.

Supervisor Onufer presented the Capital Projects Fund Monthly Statement for November 2023 for all board members to review. A motion was made by Councilman Wilson and seconded by Councilwoman Lemire to accept the General Fund Monthly Statement, motion carried.

### **HUD**

Monthly status report presented to board members.

2 projects completed and 2 being worked on.

A public hearing will be held at the January 2024 meeting. F.O.T.N.C. to put the notice in the Telegram

A motion was made by Councilman MacDonald and seconded by Councilman Wilson

for Resolution #20-2023 which reads as follows:

At a regular meeting of the Town of Constable, a Municipality with offices at 15964 State Route 30, Constable, New York, duly called (a quorum being present) and held at the Town Hall, located in the Town of Constable, County of Franklin, State of New York, on December 14, 2023, the following Resolution was duly adopted and is not in full force and effect.

A motion was made by Councilman MacDonald, seconded by Councilman Wilson to authorize the capital expenditure of \$6,500.00 plus administrative, project delivery, and other soft costs, in accordance with the Town of Constable Housing Rehabilitation Program for project #CON-20-04.

Motion carried.

In witness whereof, I have hereto set my hand as Town Clerk of the Town of Constable, on this 14<sup>th</sup> day of December, in the year of 2023.

On a motion by Councilwoman Lemire and seconded by Councilman Wilson to accept the HUD report, motion carried.

### **SOLAR**

Community Solar – nothing new to report.

Solar Project at Old Town Landfill – nothing new to report.

### **TOWN JUSTICE**

October funds collected were \$318.00 a voucher has been received and the town's share is \$150.00

November funds collected were \$935.00 and no voucher has been received.

### **TOWN CLERK**

Town Clerk turned funds in the amount of \$143.00 for the month of November.

On a motion by Councilman MacDonald and seconded by Councilman Wilson to accept the Town Clerk's report, motion carried.

### **ASSESSOR**

Discussion on tax break for seniors – tabled



## **General**

Update on broadband – nothing new to report

Employees handbook – being worked on.

A motion was made by Councilman Wilson and seconded by Councilwoman Lemire for Resolution #21-2023 for the North Country Life Flight Contract. The resolution reads as follows:

WHEREAS: North Country Life Flight, Inc. is a not-for-profit, tax-exempt corporation which is responsible for all aspects of patient care by providing medical equipment, State Police helicopter based in Saranac Lake; and

WHEREAS: The New York State Police aviation resources do not provide a medically trained team or medical equipment for patient transports; and

WHEREAS: The people of Clinton, Essex, Franklin, Hamilton and St. Lawrence Counties receive a vital emergency medical service which is free of charge to critically ill and seriously injured patients, and, therefore municipal governments are asked to pledge monies for this worthwhile program;

NOW, THEREFORE, BE IT RESOLVED; That the Town Board of the Town of Constable hereby authorizes the Supervisor to enter into a contract with North Country Life Flight, Inc. for the purpose of operating the medical component of the medevac program, which will serve its residents and visitors, and paying the amount of \$500.00 which represents the Town's share for 2024; and be it

FURTHER RESOLVED: That the sum of \$500.00 is hereby appropriated to Account No. A4540.4 for payment to North Country Life Flight, Inc,

Supervisor Onufer reported receipt of a check in the amount of \$7,152.95 from Franklin Country Mortgage Tax.

Supervisor Onufer reported receipt of signed contracts from the Constable Food Pantry and the North Country Animal Shelter.

Supervisor Onufer reported that we must notify Franklin County via written notice of eligibility for unemployment benefits on any employee that is temp., separated, has hours reduced or any other reduction of continued employment.

A motion was made by Councilwoman Lemire and seconded by Councilman Wilson General Fund Budget Amendment #4-2023, motion carried.

\$700.00 from Acct. #A1990.4 Contingency  
\$700.00 to Acct. #A1420.4 Attorney

Commented [SP1]:

\$260.00 from Acct. #A1680.4 Computer – Maintenance Support  
\$260.00 to Acct. #A1420.4 Attorney

Supervisor Onufer presented the General Fund Monthly Statement for November 2023 for all board members to review. A motion was made by Councilman MacDonald and seconded by Councilwoman Lemire to accept the General Fund Monthly Statement, motion carried.

General Bills were audited and approved. #225- #243

A motion to adjourn was made by Councilman Wilson seconded by Councilman MacDonald, motion carried. Meeting was adjourned at 8:40 pm.

Susan Prue, Constable Town Clerk