

A Public Meeting for the Town of Constable Board was held on March 28, 2024 at 6:30 PM in the Town Office. Members present were Councilwoman Lemire, Councilmen MacDonald and Wilson, Supervisor Onufer and Town Clerk Prue, Councilman Leahy was absent.

Guests present were Heidi Boshek, Constable Rec Park Director, Constable Residents Tammy Trombley, Mario Lemire, Tina Recore, Susan Dufrane, Helen Shonyo, Jenna Bouissey, Myron Leonard, Lisa Caskinett, Ricky Dupra. Community Liasson for Senator Stec, Andrea Dumas, Constable Firemen Kirk Marlowe James Gavin, Devin Recore, Chris Bouissey, Jason Trombley, Iris Shova, Lukas Kompan, Bruce Johnson and Chad Clement.

The purpose of the public meeting was to explain and discuss the potential contract between the Town of Constable and the Constable Volunteer Fire Department.

The Contract was reviewed and the points that were under scrutiny were reviewed and approved by both sides.

Jim Gavin questioned if we have invested the funds into a separate account to earn interest. It was explained that since they didn't want the Town Board to do this, it was not done.

Helen Shonyo stated that this was not right, since this is what the Board said they would do and it was the Fire Departments money. It was explained to her that it is not the Fire Departments money until it is turned over to them and the Fire Department did not want to the funds invested in the savings (separate) account that the town has.

Tammy Trombley questioned why the taxes went up if they are not getting the interest. It was explained that taxes went up to cover the normal increase in the 2024 Budget. The raise the Fire Department received was taken out of the unexpended balance from the Town budget.

Councilman Wilson questioned why the proof of expenses has not been brought in yet. It was explained that they had everything ready but the person who was going to print them out was out of town.

The Contract was signed by the Town Board and the Fire Department.

Jim Gavin, on behalf of the Constable Fire Department, expressed their thanks for all the work put in by the Town Board in getting the contract signed. Mr. Gavin stated that the department was on the verge of bankruptcy and that these funds will ensure that this has been averted.

Bruce Johnston stated that with or without a contract the Fire Department would always provide services to the residents.

A motion to adjourn was made by Councilman Wilson and seconded by Councilwoman Lemire, motion carried and the meeting was adjourned at 7:30 pm.

The following is the 2024 contract between the Town of Constable and the Constable Volunteer Fire Department.

THIS AGREEMENT, made the 29th day of March, 2024, by and between the Town of Constable, municipality situated in the County of Franklin, State of New York (hereinafter "Town") and the

Constable Volunteer Firemen, Inc., a not-for-profit corporation situated in the Count of Franklin, State of New York (hereinafter “Fire Department”).

WITNESSETH

WHEREAS, there has been duly established in said Town of Constable, County of Franklin and State of New York a fire protection district, known as the “Constable Volunteer Fire Protection District” encompassing all of the territory in the said Town, as such territory is more fully described in the resolution establishing such district and duly adopted by the Town Board of the Town of Constable, New York on or about January 5, 1952;

WHEREAS, Fire Department maintains its headquarters within such fire protection district;

WHEREAS, Town Law Section 184 permits a Town to contract with a fire department maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection and rescue services in such fire protection district; and

WHEREAS, a public hearing has been duly held in accordance with the Town Law on the 29th day of March, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF FIRE PROTECTION SERVICES

Fire Department will provide Town with fire protection services capable of responding to fire related emergencies on an on-going basis within the fire protection district. Fire protection shall include responding to structure fires, wild land fires, fire alarms and carbon monoxide alarms, hazardous materials calls and spills (at an awareness level), assistance on ambulance calls when requested, search and rescue, traffic control at accidents, downed tree & wire calls, gas and other odor calls, and non-emergency assists of homeowners, and fire prevention activities. Fire protection shall not include inspections of buildings and properties in the fire protection district. While the fire department may choose to provide EMS and general ambulance services, this Agreement does not guarantee or cover those services.

2. TERM

The term of this Agreement shall commence on January 1, 2024 and shall continue until December 31, 2024.

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3. COMPENSATION AND VFBL

Town shall remain liable for benefits payable under the Volunteer Firefighters’ Benefit Law (VFBL) as required by Section 30 of the UVBL.

Town shall pay the Fire Department the amount of eighty-two thousand, four hundred, thirty-five dollars (\$82,435). Payment shall be made in two equal payments of forty-one thousand, two hundred seventeen dollars and fifty cents (\$41,217.50) at the Town Board meetings in February

2024 and July 2024. In the event the Fire Department, between February and July feels it necessary to receive an additional payment prior to July, 2024, the Fire Department will provide financial proof to the Town that such an advance payment is needed prior to July, 2024. Upon receipt of such financial proof, the Town will review the same and will, at the Town's discretion, make such an advance payment to the Fire Department.

All monies charged hereunder shall be a charge upon the taxable property located in the fire protection district.

4. HOLD HARMLESS

Town recognizes that Fire Department is staffed by volunteers and that the Fire Department can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Fire Department harmless for Fire Department's failure to provide sufficient manpower at any single incident.

The Town shall not be held responsible for any losses or damages to the fire apparatus of the Fire Department sustained in answering such calls.

5. INSURANCE

- A. Fire Department shall at all times during the period of this Agreement maintain and keep in force a public liability insurance policy for injury to persons and property, including wrongful death, with a combined single limit of at least \$2,000,000 representing both property damage and bodily injury coverage, with said policy of insurance naming the Town of Constable as an additional insured on a primary and non-contributory basis. The limit on Automobile Liability Coverage shall be no less than \$1,000,000 with an umbrella of at least \$2,000,000, for coverage in total of no less than \$3,000,000.
- B. Town shall make arrangements for VFBL coverage and benefits through the County of Franklin and cancer insurance as required by law.
- C. Fire Department shall provide the Town with certificates of insurance evidencing the aforementioned coverages on an annual basis and/or as may be requested by the Town. Fire Department shall name the Town as additional insured in the Fire Department's insurance policy. Fire Department shall ensure that the Town receives notices of any termination or suspension of such insurance or change of insurance carrier.

- D. Fire Department agrees to defend, indemnify and hold harmless the Town from any and all claims, liability, causes of action and damages, losses or expenses arising out of operation of, and services performed by, Fire Department pursuant to the terms of this Agreement, except for any such obligations imposed upon the Town by law which are or may be deemed non-delegable, including but not limited to VFBL.

6. REPORTING REQUIREMENTS

- A. At the February Town Board meeting, the Fire Department will present to the Town an accounting of all actual expenditures and revenues against the budget amounts for the prior year.
- B. Fire Department shall on a quarterly basis submit to the Town Board and accounting of the expenditures from the Town funds. This shall include but not be limited to invoices, copies of cancelled checks, receipts and bank statements.
- C. Fire Department shall, in person, at the August Town Board meeting, present a proposed budget request for the following year. At that time the Fire Department will provide the Town with the following required reporting as outlined in Section 184 of the NYS Town Manual.
 - 1. Fire Department's most recent annual report of directors pursuant to section five hundred nineteen of the not-for-profit corporation law.
 - 2. Fire Department's most recent verified certificate pursuant to subdivision (f) of section 1400 of the not-for-profit corporation law.
 - 3. Fire Department's most recent IRS Form 990.
 - 4. Fire Department's most recent annual report pursuant to section 30-a of the general municipal law.

7. GROUNDINGS FOR TERMINATION

- A. Fire Department may terminate this Agreement upon the Town's failure to deliver the monies due Fire Department under this Agreement by the date due, so long as Fire Department provides fourteen (14) days written notice delivered registered or certified mail, return receipt requested, 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.
- B. Town may terminate this Agreement upon the loss or suspension of Fire Department's ability to deliver fire protection services. Within fourteen (14) days written notice of termination of services, delivered registered or certified mail, return receipt requested, to the Fire Department from the Town, Fire Department will reimburse the Town the pro-rated balance of taxpayer funds based on date of

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notice receipt. Fire Department will ensure that they retain sufficient taxpayer funds to reimburse the Town for the pro-rated balance of the terminated Agreement period.

9. NOTICES

Except where specifically outlined in other sections of this Agreement, all notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered by hand or mail by registered or certified mail, return receipt requested, to the parties at the following address:

Town of Constable
Attn: Supervisor
PO Box 39
15964 State Route 30-N
Constable, NY 12926

Constable Volunteer Fire Department, Inc.
Attn: President
1136 State Route 122
Constable, NY 12926

10. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require of provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

11. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, or shall in affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

12. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provision hereof.

13. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear

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from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

14. BINDING EFFECT

In the event that this Agreement expires before the next Agreement can be negotiated, the terms and provisions of this Agreement will remain in full force and effect only upon written agreement of both parties.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. NO ASSIGNMENT

Neither party may assign, transfer, convey or otherwise dispose of the Agreement without the written consent of the other party.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties, and shall not be changed, except by a writing, signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first written above.

Town of Constable

Constable Volunteer Firemen, Inc.

By: _____
Supervisor

By: _____
President

Councilperson

Director

Attested by the Town Clerk of the
Town of Constable, New York

