

Town of Constable

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Dear Town Resident,

Welcome to the December 14, 2023, Board Meeting for the Town of Constable. The Constable Fire Department has been very vocal on Facebook 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 high yield interest accounts 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 of 2024. The town board counter offered a two-year contract agreement. The first year would provide for 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.

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

their same contract demands. To attempt to come to an 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's membership.

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 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 fire protection, what funds will the town use to obtain alternative fire protection services for 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 that 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 how they’re spending your tax dollars? They want your help and support to gain your tax dollars, but they don’t want you to know what they’re doing with your money.