PROPOSAL TO ESTABLISH THE WHEATLAND-SCOTTVILLE JOINT FIRE DISTRICT

INTRODUCTION

This proposal is to establish the Wheatland-Scottsville Joint Fire District. This Fire District will encompass the geographic area of Village of Scottsville (Village) and the Wheatland Fire Protection District. The Wheatland Fire Protection District is the area approximately east and north of Wheatland Center Road, bounded by the eastern boundary of the Mumford Fire District, bounded on the north by the Town of Chili, on the east by the Town of Henrietta and on the south by the Monroe County Line. See attached map exhibit A.

In accordance with the determination by the Town Board of the Town of Wheatland (Town Board) and the Village Board of the Village of Scottsville (Village Board) that the establishment of a Joint Fire District is in the public interest, this proposal will be discussed for the purpose of jointly proposing the establishment of a Joint Fire District. The joint meeting is to be held on July 16th, 2020 at 7:30 p.m., either via video conferencing in accordance with Executive Orders 202.1 and 202.15 or in person at the Wheatland Town Hall. In any event, both boards must be in one location as per the statute for this public hearing.

If at the joint meeting it is determined by a majority vote of each board to make this proposal, both the Village Board of Scottsville and the Town Board of Wheatland must each approve this proposal and resolve to hold a joint public hearing to receive public comment on the proposal. This resolution to hold the public hearing needs to be made and approved by both the Village Board of Scottsville and the Town Board of Wheatland.

The notice of the public hearing shall be published and posted in accordance with Town Law § 189-a(b) and held in accordance with the Executive Orders 202.1 and 202.15. In any event, both boards must be in one location as per the statute for this public hearing.

HISTORY

The Scottsville Fire Company, Inc. was established December 1, 1941 under the Membership Corporation Law. On June 19, 1992, the Board of Trustees of the Village of Scottsville as commissioners (Village Law Art 10), authorized creating an emergency relief and rescue squad to furnish ambulance services under GML 209-b 1, and on July 19, 2002 the certificate of incorporation of the Scottsville Fire Company, Inc. was amended, to allow between 3 to 15 directors, and to grant tax exempt status under IRC 501 (c)(3). On June 19, 2002, a corporate DBA was filed same date to allow use of the name Scottsville Volunteer Fire Department.

The Wheatland Fire Protection District

The Wheatland Fire Protection District was formed by the Wheatland Town Board prior to October 1938, and has paid the Village of Scottsville, under a fire protection contract, for the provision of fire protection within the fire protection district. The Wheatland Fire Protection District currently pays the Village of Scottsville an annual contract fee for fire protection. This fee for the calendar year (1/1/2020 to 12/31/2020.) is approximately $140,000.00.

MANAGEMENT OF THE JOINT FIRE DISTRICT

The Wheatland-Scottsville Joint Fire District encompassing the Wheatland Fire Protection District, and the Village of Scottsville, which Village is wholly incorporated within the Town of Wheatland, will be governed by a board of five fire commissioners. The commissioners shall be selected in accordance with Article 11 of the Town Law.
The powers of this new board of five (5) fire commissioners will be as prescribed by law, regarding their establishment, operation and management. These powers are set in the Statutes of New York.

The Fire District is to be established effective September 1, 2020. At that time the property and affairs of the Wheatland-Scottsville Joint Fire District will be under the management and control of a board of five fire commissioners, appointed by a majority vote of the members of the Town of Wheatland Board upon consultation with the Village Board of Trustees. The appointed commissioners shall be comprised such that the number that are residents of the Village of Scottsville shall be three and the number that are residents of the Town of Wheatland Fire Protection District shall be two. The Fire Commissioners shall hold their respective office until December 31, 2020. At the first meeting of the Board of five commissioners a secretary and treasurer will be appointed to serve until December 31, 2020.

The first election of the Wheatland-Scottsville Joint Fire District Board of Fire Commissioners is to be held on December 8, 2020, at which election five fire district commissioners and a treasurer of the Wheatland-Scottsville Joint Fire District shall be elected by the residents of the Wheatland-Scottsville Joint Fire District. At that election, should the Board of Fire Commissioners decide, there will be other matters on the ballot such as creation of capital reserve funds under General Municipal Law §6-g, and a public referendum on the borrowing of funds in order to pay for the fire facility, the tanker fire vehicle and the communication equipment.

At the election in December 2020, the person receiving the greatest number of votes for the office of fire district commissioner shall be elected for a term of five years; the person receiving the second highest number of votes shall be elected for a term of four years; the person receiving the third highest number of votes shall be elected for a term of three years; the person receiving the fourth highest number of votes shall be elected for a term of two years; and the person receiving the fifth highest number of votes shall be elected for a term of one year. The candidates for office of Fire District Commissioners must be residents of the newly formed district. At each subsequent annual election, a commissioner will be elected for the full term of five years. Under current law, the commissioners shall receive no compensation for their services.

ACQUISITION OF REAL PROPERTY AND EASEMENTS

At the time of the establishment of the Fire District, as part of the resolution establishing the Fire District, a resolution allowing the Board of Fire Commissioners to acquire real property or easements, is to be adopted by the Village and Town Boards.

EMPLOYMENT OF NECESSARY LABOR AND ASSISTANTS

Once the district is established, the Wheatland-Scottsville Joint Fire District may employ necessary labor and assistants, at a compensation rate approved by the Board of Fire Commissioners, as provided in Town Law § 176.

FIRE DISTRICT TREASURER

The initial appointed Board of Fire Commissioners shall appoint, to serve at its pleasure, a District Treasurer. This Fire District Treasurer shall serve until December 31, 2020 at which time this term shall end.

In December, at the annual election, the position of Fire District Treasurer will also be elected. The position of Fire District Treasurer is, at that time, elected for a three-year term. (January 1, 2021 to December 31, 2023). The newly elected members of the Board of Fire Commissioners and the Treasurer will commence their terms on January 1, 2021.

FIRE DISTRICT SECRETARY

The initially appointed board of fire commissioners upon their appointment and at their organizational meeting shall appoint a Fire District Secretary to serve until December 31, 2020. In January annually, the board of Fire Commissioners must hold an organizational meeting. At this organizational meeting, a secretary will be appointed.

Proposal To Establish The Wheatland-Wheatland-Scottsville Joint Fire District 7-8-2020 amended 7-16-2020
FISCAL YEAR

The fiscal year of the Wheatland-Scottsville Joint Fire District shall begin on the first day of January and end on the thirty-first day of December.

TRANSFER OF FIREHOUSES, LAND AND APPARATUS, FORGIVENESS AND WAIVER OF OBLIGATIONS

A. DEBTS OF THE VILLAGE OF SCOTTVILLE RELATED TO THE VILLAGE OF SCOTTVILLE FIRE DEPARTMENT

The Village of Scottville has the following debts and obligations related to the Village of Scottville Fire Department. These debts will be paid by the Village pursuant to a lease agreement to be entered into until such time as these debts are either assumed or discharged after the establishment of the Wheatland-Scottsville Joint Fire District.

THE SCOTTVILLE FIRE DEPARTMENT FACILITY

The Fire Department Facility and the Serial bonds associated therewith

Interest is due November 1, 2020 on these bonds and will be paid by the Village from monies collected in the 2020-2021 Village budget.

On November 1, 2021, and every year thereafter, the Fire District will pay to the Village the amount of the debt obligation until such time as the debt is paid off or discharged. (See Debt Service Schedule for $1,470,000.00 Public Improvement Serials bonds) (currently debt as of July 1, 2020 is $1,100,000.00)

At such time as these serial bonds are paid off or the debt discharged, the Village will transfer to the Fire District the title to the land of the fire facility, the two access roads to the buildings and the parking lot. See attached maps.

Contingent upon the successful establishment of the Wheatland-Scottsville Joint Fire District, the Village of Scottville agrees to lease to the newly created Wheatland-Scottsville Joint Fire District all assets of the Village of Scottsville Fire Department, including the firehouse at 385 Scottsville-Mumford road (including the plots of land on which the building is situated). This includes the land at 383 Scottsville-Mumford Road and the parking lot. See attached map.

The Wheatland-Scottsville Joint Fire District will commence rent payments to the Village for the lease of the above real estate.

The Village of Scottville currently leases land that the pavilion is located on to the Scottsville Fire Company, Inc. It is proposed as follows.

1) The Village will continue to lease the fire facility to the fire department until May 31, 2021. During that time, the Village will pay and provide for all expenses for the facility which were part of the Village’s 2020-2021 budget.

2) Any debt payment that the Village provided for in its 2020-2021 budget regarding the Village Fire Department will be paid to the Village creditors by their due date.

3) The Fire District will enter into a lease with the Village commencing on June 1, 2021, upon such terms and conditions as the Village and Fire District may agree, which will include an amount which will be the monthly equivalent of the debt the Village is paying for the Fire District building facility.
4) This debt payment is part of the Village’s 2020-2021 budget and should be part of the 2021-2022 and subsequent Village budgets as it represents a debt on the books of the Village. The Village will continue to pay the debt regarding the facility from the rent paid by the Fire District until the debt is retired or discharged.

5) As such time as the debt on the facility is discharged by the Village, the Village will transfer the property to the Fire District.

The Fire District has the option of seeking approval to borrow up to $1,100,000.00 and use such to purchase the facility from the Village by retiring the debt. Since this is subject to a mandatory referendum, the district residents may reject this referendum. If so, the Village and the Fire District will continue as per #4 above. (See attached Bond payment schedule)

**The Pavilion**

The pavilion is currently on land owned by the Village, and leased to the Scottsville Fire Company Inc. On or before March 31, 2021, the land which houses the pavilion shall be transferred to the Scottsville Fire Company Inc. for nominal consideration. (See map)

**COMMUNICATION EQUIPMENT**

1. The Village has a Bond Anticipation Note (BAN) for the acquisition of certain communication equipment. The original debt amount was $254,000, issued on December 13, 2018.

2. This BAN will continue to be paid by the Village until the end of the 2020-2021 Village fiscal year. (Keep in mind that this debt payment is part of the Villages 2020-2021 budget). The Fire District will be able to utilize this communication equipment rent free during this time.

3. Starting 6-1-2021, the Village will lease this equipment to the Fire District at the monthly equivalent based upon the annual debt of the debt service on the communication equipment. This debt is related to the Village’s acquisition of communication equipment used by the Scottville Fire Department, Inc.

4. The Fire District will lease the communication equipment commencing 6-1-2021 for the equivalent amount owed for the debt service.

5. This debt payment is part of the Villages 2020-2021 budget and should be part of the 2021-2022 and subsequent Village budgets as it represents a debt on the books of the Village. The Village will continue to pay the debt regarding this equipment from the rent paid by the Fire District until the debt is retired or discharged.

6. As such time as the BAN debt is discharged, the Village will transfer the communication equipment to the Fire District.

7. The Fire District will seek approval, subject to a mandatory referendum, to borrow an amount to retire the Village BAN related to the communication equipment. Since this is subject to mandatory referendum, the district residents may reject this referendum. If so, the Village and the Fire District will continue as per #3 above. (See attached Bond payment schedule)

**EXPENSES IN CONNECTION WITH THIS PROPOSAL**
All expenses necessary to transfer the properties, equipment, apparatus, vehicles and land shall be borne by the Wheatland-Scottsville Joint Fire District, including but not limited to instrument survey, document recording costs, redacted abstracts and other miscellaneous expenses.

FIRE FIGHTING EQUIPMENT AND VEHICLES

1. The Village will transfer all coats, helmets, boots, hoses, and other firefighting equipment, apparatus, and vehicles to the fire district as of 9-1-2020 for no consideration with the exemption of the E-One tanker which is leased by the Village.

2. The Fire District will apply to assume the lease obligation on the E-One Tanker.

3. This tanker lease payment for 2020 is part of the Villages 2020-2021 budget and should be part of the 2021-2022 and subsequent Village budgets as it represents a debt on the books of the Village. The Village will continue to pay the debt regarding the E-One tanker from the rent paid by the Fire District until the debt is retired or discharged.

4. When the debt is discharged, the Village will transfer the E-One tanker to the Fire district.

5. The Fire District will seek approval to borrow up to the amount needed to discharge the Village debt associated with the tanker. Since this is subject to mandatory referendum, the district residents may reject this referendum. If so, the Village and the fire district will continue as per #3 above. (See debt schedule)

6. Fire District will sublease the E-One Tanker from the Village paying to the Village the lease amount to the Village. The Village will transfer its interest in the E-One Tanker to the Fire District so long as the debt associated therewith is discharged or paid off. (See attached E-One Tanker Lease payment schedule)

FIRE DEPARTMENT RESERVES

The Village of Scottsville agrees that all existing or future funds in the Villages Reserve fund earmarked for the Village of Scottsville Fire Department will be used to reduce the debt for the fire station prior to the transfer of title to the Wheatland-Scottsville Fire District. The Village will use all reserved funds allocated for fire service to reduce the amount of the above debt. The reserve fund will then be closed. The approximate value in the reserves as of July 1, 2020 are as follows; Building Reserve 35,064.00, Equipment Reserves $4,532 and Truck Reserve of $12,614.

LABOR FOR THE FIRE DISTRICT

The Board of Fire Commissioners of the Wheatland-Scottsville Joint Fire District shall accept the services of the Scottsville Fire Company, Inc., d/b/a/ Scottsville Fire Department, the current volunteer fire organization department organized and operating within the area encompassing the Wheatland-Scottsville Joint Fire District for the provision of fire protection within the Wheatland-Scottsville Joint Fire District.
The commissioners of the Wheatland-Scottsville Joint Fire District, if unable to provide such fire protection by volunteer service may employ and fix the compensation of such firefighters as may be necessary to provide such protection. Moneys, if any, paid to firefighters shall be deemed a part of the cost of maintenance and operation of the Fire District.

**BUDGET OF JOINT FIRE DISTRICT**

After the adoption of the annual budget of the Wheatland-Scottsville Joint Fire District, the Fire District Secretary shall prepare and deliver to the Town Clerk a certified copy of the annual budget all in accordance with Town Law. Neither the Town Board, Town Supervisor, Town Clerk or any other officer or employee of any such Town, shall make any change to this annual budget of the Fire District.

Since the Village has already taxed the Village residents for the monthly debt associated with the facility, communication equipment and the Tanker, the Fire District agrees in its 2021 budget to reduce its own budget by the amount equivalent to the amount the Village has taxed the Village residents for the fire station debt, the tanker debt and the communication equipment debt. The Fire District will show same in its proposed and actual 2021 budget.

**CONDITIONS**

The proposal to establish the Wheatland-Scottsville Joint Fire District is subject to:

1. A favorable permissive referendum to establish the Wheatland-Scottsville Fire District shall be called for by the Village of Scottsville Board of Trustees and the Town of Wheatland Town Board.
2. The dissolution of the Wheatland Fire Protection District by the Wheatland Town Board.
3. Transfer the operations of the Scottsville Fire Department to the newly established Fire District.
4. Compliance with New York's SEQRA.

**FIRE PROTECTION**

Until December 31, 2020 the Village of Scottsville Fire Department will continue to provide fire protection to the Village of Scottsville and the Wheatland Fire Protection District.

The Scottsville Fire Company, Inc., d/b/the Scottsville Fire Department will commence providing fire protection services to the Wheatland-Scottsville Joint Fire District on the date of establishment which is projected to be September 4, 2020 at 12:00 A.M.
EXHIBIT 1

Property Description and Payment Schedule

Re: Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between Leasing 2, Inc. and Village of Scottsville.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

385 Scottsville-Mumford Rd.

Scottsville, NY 14546

USE: Fire Truck - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides, and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: $498,602.00

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TOTALS: 591,328.44 | 488,602.00 |

Interest Rate: 2.787%

Lessee: Village of Scottsville

By: [Signature]

Name: Paul F. Gee

Title: Mayor
# Debt Service Schedule

**Village of Scottsville**  
**Monroe County, New York**  
**$1,470,000 Public Improvement Special Bonds, 2014**  
**Refunding of $1,470,000 General Obligation Refunding Bonds, 2005**

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**TOTALS**  
$1,470,000  
$225,312.50  
$241,342.50  
$466,655.00  
$1,936,675.00

Bonds Date: September 25, 2014  
Principal Due: May 1, 2035  
Interest Payment: November 1, 2014 and semi-annually thereafter on May 1 and November 1

Call Provision: On or after May 1, 2024

Insured: Municipal Assurance Corporation  
Bonds Payable at The Depository Trust Company  
Purchased By: Roosevelt & Cross Incorporated  
Bond Counsel: Underberg & Kessler  
James Conigli, Esq.

Municipal Solutions, Inc.  
53 Myers Street, Latham, NY 12110  
2228 State Route 21, Camden, NY 14424  
www.municipalsolutions.com
Re: Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between Leasing 2, Inc. and Village of Scottsville.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions, and accessor-ies incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

385 Scottsville-Mumford Rd
Scottsville, NY 14546

USE: Fire Truck - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

<table>
<thead>
<tr>
<th>Payment No.</th>
<th>Due Date</th>
<th>Lease Payment</th>
<th>Principal Portion</th>
<th>Interest Portion</th>
<th>Termination Amount (After Making Payment for said Due Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8/1/2017</td>
<td>49,277.37</td>
<td>37,028.01</td>
<td>12,249.36</td>
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<td>352,692.23</td>
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<tr>
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<td>36,612.19</td>
<td>12,665.18</td>
<td>312,021.67</td>
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<tr>
<td>6</td>
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<td>36,668.14</td>
<td>12,610.23</td>
<td>277,022.26</td>
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</table>

TOTALS: 891,328.44 490,902.00 92,426.44

Interest Rate: 2.767%

Lessee: Village of Scottsville

By: [Signature]

Name: Paul F. Gee

Title: Mayor
**Village of Scottville, IL: Solar Energy System Improvements - Bond Anticipation Notes**

**Consolidated Maturity Schedule (Principal and Interest Paid)**

<table>
<thead>
<tr>
<th>Principal</th>
<th>Rail</th>
<th>10/04/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturity</td>
<td>11/05/18</td>
<td>10 Years</td>
</tr>
<tr>
<td>FPR</td>
<td></td>
<td>5 Yrs</td>
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</tbody>
</table>

| Amount of Principal Reduction | | |
| Date Issuance | Date of Maturity | |
| Days | Amount Issued | Interest Rate | Premium to Apply to Interest | Recovery |
| Days | Amount Issued | Interest Rate | Estimated Interest Days | Premium to Apply to Interest | Recovery |
| | | | | | |
| | | | | | |

- **Estimated Future Principal Payments:**
  - 2023: $14,082.00
  - 2024: $5,000.00
  - 2025: $5,000.00
  - 2026: $5,000.00
  - Total: $317,082.00