

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) made in triplicate on the _____ day of _____, 2011, by and between the incorporated VILLAGE OF BROCKPORT, COUNTY OF MONROE, STATE OF NEW YORK, by and through its Board of Trustees (hereinafter referred to as BROCKPORT), THE TOWN OF SWEDEN, COUNTY OF MONROE, STATE OF NEW YORK, by and through its Town Board (hereinafter referred to as SWEDEN) and THE TOWN OF CLARKSON, COUNTY OF MONROE, STATE OF NEW YORK, by and through its Town Board (hereinafter referred to as CLARKSON), collectively the parties.

WHEREAS BROCKPORT and SWEDEN did execute an Agreement entitled Brockport/Sweden Fire Protection Contract for the year January 1, 2011 through December 31, 2011, (a copy of which is attached hereto as Exhibit “ A “), and

WHEREAS BROCKPORT and CLARKSON did execute an Agreement entitled Brockport/Clarkson Fire Protection Contract for the year January 1, 2011 through December 31, 2011, (a copy of which is attached hereto as Exhibit “ B “), and

WHEREAS the parties herein acknowledge that ongoing negotiations have taken place relating to the formation of a joint fire district involving all parties resulting in both the immediate MOU and also a certain Modification and Extension Agreement relating to the aforesaid agreements, (a copy of which is attached hereto as Exhibit “ C “) and

WHEREAS this MOU having been executed by all parties after resolutions approving the same from their respective governing Boards, and

WHEREAS the parties are desirous of preserving all of their legal and equitable rights under their agreements hereinbefore identified and the execution of this MOU is done without prejudice to the rights of any party hereto.

NOW THEREFORE upon the mutual covenants, agreements and consideration contained herein, the parties do hereby agree as follows:

1. The parties agree to the formation of a joint fire district pursuant to New York Town Law and pursuant to the proposal and timeline attached hereto as Exhibit "D". The parties further agree to schedule meetings and agree to exercise good faith to proceed in a timely fashion to create the joint fire district. Furthermore, the parties agree to execute any documents necessary to the formation of the joint fire district and to cooperate with one another in said formation. In the event action by the Office of the New York State Comptroller (OSC) is necessary to the formation of the joint fire district, or if special legislation is required in the formation of same, the parties agree to cooperate with one another to achieve consent by the OSC or to contact their state representatives to achieve successful passage of such special legislation.

2. CLARKSON and SWEDEN agree to continue payments under their respective Agreements and as per the Modification and Extension Agreement.

3. Contingent upon the successful establishment of the joint fire district, SWEDEN and CLARKSON will forgive the debt repayment in the original amount of \$175,000.00, pursuant to the Memorandum of Understanding last executed on September 14, 2010.

4. CLARKSON and SWEDEN will waive any revenues exceeding expenditures for dispatch in the 2011 calendar year, and any such revenues will be utilized

for fire-related services as determined by the current fire chiefs of the Brockport Fire Department.

5. SWEDEN and CLARKSON agree to waive any claims to the Brockport's 2010 fire budget surplus, contingent upon the successful establishment of the joint fire district.

6. With no admission by Brockport as to the accuracy or validity of any such claims, SWEDEN and CLARKSON agree to waive claims to the \$640,000.00 ambulance surpluses used by BROCKPORT in its general fund, said surpluses being separate and distinct from the current reserves addressed in paragraph 13 hereinafter.

7. With no admission by Brockport as to the accuracy or validity of any such claims, SWEDEN and CLARKSON agree to waive claims to the 2010 and 2011 workers' compensation program refunds that should have been credited to the fire budget or placed in a reserve for future fire department workers' compensation premiums.

8. BROCKPORT will provide a report of fire department expenses through June 30, 2011 to be reviewed by SWEDEN and CLARKSON within 60 days after the execution of this MOU.

9. BROCKPORT will provide an estimate of the year-end budget on or before October 1, 2011. It will be reconciled in January 2012 and any surplus will be applied proportionately to the payments of all parties under their respective agreements and the Modification and Extension Agreement.

10. Contingent upon the successful establishment of the joint fire district, CLARKSON agrees to transfer to the joint fire district the real property located at 3653

Lake Road (including a portion of the plot of land on which the building is situated) to the joint fire district for no consideration.

11. Contingent upon the successful establishment of a joint fire district, SWEDEN agrees, at its sole expense, to transfer to the joint fire district a building, the location to be determined, for no consideration. The construction and acquisition costs of the location and building will have a minimum value of \$125,000.00.

12. Contingent upon the successful establishment of the joint fire district, BROCKPORT agrees to turn over all assets of the BROCKPORT FIRE DEPARTMENT to the joint fire district, including the transfer of the firehouses on West Avenue and on Market Street (including the plots of land on which the buildings are situated), together with all of the fire apparatus and fire equipment owned by BROCKPORT with the exception of the antique 1877 Silsby Steamer and 1845 Hand Pumper.

13. Contingent upon the successful establishment of the joint fire district, BROCKPORT agrees to use all existing or future funds in the truck replacement, fire communications equipment and fire chief vehicle reserve funds of the BROCKPORT as a down payment on a piece of fire fighting equipment, which equipment will be determined by the current fire chiefs of the BROCKPORT FIRE DEPARTMENT (for example a new fire truck).

IN WITNESS WHEREOF, BROCKPORT has caused this MOU (in triplicate) to be signed by the Mayor of the Village of Brockport, and the official seal to be hereunto affixed, CLARKSON has caused this MOU (in triplicate) to be signed by the Clarkson Town Supervisor, and the official seal to be hereunto affixed and SWEDEN has caused

this MOU (in triplicate) to be signed by the Sweden Town Supervisor, and the official seal to be hereunto affixed.

Dated: , 2011 VILLAGE OF BROCKPORT

MAYOR

TOWN OF CLARKSON

Dated: , 2011

SUPERVISOR

Dated: , 2011

TOWN OF SWEDEN

SUPERVISOR