

TERM SHEET FOR INTERMUNICIPAL AGREEMENTS BETWEEN THE VILLAGE OF
SENECA FALLS (“VILLAGE”) AND TOWN OF SENECA FALLS (“TOWN”)

TOWN'S IMPLEMENTATION OF DISSOLUTION PLAN

This term sheet describes the essential terms to be included in one or more Intermunicipal Agreements (the “IMA”) between the Village and Town relating to implementation of the Village of Seneca Falls Dissolution Plan (the “Dissolution Plan”). The Village and Town will enter into the IMAs before the Village Board votes on submitting the Dissolution Plan to a referendum, so that the Village Board and Village residents know the nature and extent of the Town’s obligation to implement the Dissolution Plan. The IMAs will then become effective only if the Dissolution Plan is submitted to a referendum and the Dissolution Plan is approved by a majority of Village voters. This term sheet is not legally binding on the Town or the Village. All IMAs between the Town and Village shall be subject to approval by the Village Board and by the Town Board after the new Town Board members take office on January 1, 2010.

A. Town’s General Commitment to Implement Dissolution Plan

The Town will implement all aspects of the Dissolution Plan in the manner described in the Dissolution Plan, except as expressly stated in any IMA between the Town and Village.

B. Police Protection

1. The Town will establish a **Special District in the area of the Village. If District is not approved, the Town will establish a Townwide Police Department.**

2. When hiring employees to staff the Town-wide police department, the Town will give preference to current Village police department employees **subject to Civil Service Law requirements.**

C. Fire Protection

The Town will provide fire protection within the boundaries of the former Village in the manner described in the Dissolution Plan. Specifically, and without intending to modify the Dissolution Plan, the parties agree as follows:

1. The Town will dissolve its current fire protection district and the boundaries of the Bridgeport Fire District will be expanded to encompass the entire Town, including the former Village. This Town-wide Fire District would initially be overseen by the then-current Bridgeport Fire District commissioners. As the commissioners' terms of office expire, new commissioners will be elected from throughout the Town to broaden representation on the board of fire commissioners.

2. The outstanding Village debt for the fire truck will be assumed by the Town and debt service will be paid by all taxpayers in the expanded Fire District.

3. The expanded Town-wide Fire District would be serviced by a single fire department consisting of two companies, each working out of the current fire halls. The current Seneca Falls Fire Department ("SFFD") fire fighters will become members of the Red Jacket Volunteer Fire Department and will continue operating out of the current Village fire hall. The Village fire hall and all related property and equipment will transfer to the Bridgeport Fire Department.

4. The Town will terminate its contract with Waterloo Fire Department for coverage of the western portion of the Town.

5. The Bridgeport Fire District and the Red Jacket Volunteer Fire Department must be a party to the IMA regarding fire protection. The terms of the fire protection IMA are subject to the approval and consent of the Red Jacket Volunteer Fire Department at the Bridgeport Fire District commissioners.

D. Water and Sewer Services

1. The Town will provide water and sewer services within the boundaries of the former Village in the manner described in the Dissolution Plan. Specifically, without intending to modify the Dissolution Plan, the parties agree that all Village sewer and water department equipment will transfer to the Town and the Town will provide water and sewer service, through one or more special districts created or extended for this purpose, at rates that are not significantly different than those in effect at the time of dissolution.

2. All Village water and sewer personnel will be employed in comparable positions with the Town, with the following exceptions:

- A currently vacant .75 FTE plant operator position will be eliminated.
- The Superintendent of Public Works position will become a full time position split evenly between the water and sewer department.
- The Deputy Superintendent position will become a full time position split evenly between the water and sewer departments and would assume some plant operation responsibilities.

E. Transportation Services

1. The Town will provide transportation services (e.g., street maintenance, garbage collection, etc.) within the boundaries of the former Village in the manner described in the Dissolution Plan. Specifically, without intending to modify the Dissolution Plan, the parties agree that the Town will establish five new full time **MEO** positions. **Currently employed Village MEO's will be given preference when filling these positions.** One of the new positions created by the Town will be dedicated to refuse collection services and four positions will be dedicated to street maintenance and other functions.

2. The Town will give preference to Village employees when hiring for comparable positions with the Town. The current superintendant and deputy superintendant of the Village Public Works Department will be hired by the Town as full time employees within the water and sewer departments.

3. Until the Town's current contract for refuse removal expires, refuse removal within the area of the Town located outside the Village will be provided pursuant to that contract and refuse removal within the boundaries of the former Village will be handled as a Town function using assets and employees transferred from the Village. When the Town's contract for refuse removal expires, the Town will consider providing Town-wide refuse removal service **by either utilizing Town employees to be funded as a Townwide charge and not through any special district or by contract, whichever is best for the residents.**

F. Disposition of Village Assets

Ownership of all Village assets will transfer to the Town upon Village dissolution. The Village fund balance will be used to reduce Village debt upon dissolution. The Village Hall building will be sold by the Town as soon as possible after dissolution, and all proceeds from the sale will be applied to repay Village debt. Any other Village property or equipment that the Village or Town determines to be surplus or otherwise unnecessary will be sold and the proceeds used to repay Village debt.

G. Village Codes and Ordinances

All local laws, Village codes, zoning laws and other ordinances will continue for at least two years after the Village dissolves, as if they had been duly adopted by the Town. The Town will adopt all Village codes, zoning laws and other ordinances as soon as practical after dissolution. Prior to dissolution, the Town and Village will work together to create a unified

zoning code. The Town will also consider establishing a zoning district comprised of the former Village.

H. Code Enforcement Officer

The Town will establish a second part-time Code Enforcement Officer position. **Current Code Enforcement Officer will be given preference when filling the position.** The Town may, in the future, merge the two part-time positions into a single full time position.

I. Town Administrative Staffing

To fulfill the duties performed by the Village treasurer/clerk/administrator, deputy Village clerk/treasurer and accounts clerk, the Town will hire 1.5 FTE employees. The Town will give current Village employees preference when filling these newly created Town positions.

J. Obligations to Retired Village Employees

The Town will continue to provide health insurance to former Village employees in the same **or similar** manner as currently provided by the **Town**.

K. IMA Term

The initial term of the IMAs will be five years **from the date of signing the IMAs which is the maximum allowed by law.**