



AXLEY BRYNELSON, LLP



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December 21, 2016

Town of Oregon
Attn: Wayne L. Ace, Town Board Chair
1138 Union Road
Oregon, WI 53575

Brooklyn Fire & EMS Protection District Inc.
Attn: Mark O'Brien, District Board President
P.O. Box 250
Brooklyn, WI 53521

Town of Rutland
Attn: Mark Porter, Town Board Chair
4177 Old Stage Road
Brooklyn, WI 53521

Brooklyn Fire & EMS Protection District Inc.
Attn: Joanne Van Norman, Secretary/Treasurer
P.O. Box 250
Brooklyn, WI 53521

Town of Union
Attn: Kendall Schneider, Town Board Chair
13535 W. East Union Road
Brooklyn, WI 53521

Town of Brooklyn
Attn: Garth Langhammer, Town Board Chair
400 W. Main Street
Brooklyn, Wisconsin 53521

Re: Village of Brooklyn
Brooklyn Fire & EMS Protection District Inc.
Our File No. 20079.73658

Dear Chairpersons and Secretary/Treasurer:

The Village of Brooklyn hereby provides Notice of Withdrawal from the Brooklyn Fire & EMS Protection District Inc. as of December 31, 2017. During the year 2017, the Village will contribute \$15 per capita toward EMS services.

Among the reasons for withdrawal are the following:

- (1) The Commission has exceeded its legal authority with regard to borrowing.
 - a. Specifically, the Commission cannot legally engage in any borrowing other than a revenue borrowing.
 - b. Previous borrowing undertaken by the Commission purports to be a general obligation borrowing, which is in violation of applicable law.
- (2) The 2016 Budget moved 50% of the cost of operations from Fire to EMS, without municipal approval.

- (3) In 2016, the Commission proposed an “Amended and Restated Brooklyn Fire and EMS Protection District, Inc. Agreement” (“Amended Agreement-Exhibit 1”).
 - a. The Commission included a substantial change to the payment schedule in the Amended Agreement-Exhibit 1, with no opportunity for the Village to consider whether the schedule is even feasible.
 - b. The ratification of Amended Agreement-Exhibit 1 will result in substantial changes to the rights of all five municipal members, without unanimous consent of all municipal members.
- (4) The Amended Agreement-Exhibit 1 contains numerous provisions which are contrary to law.
 - a. The Amended Agreement-Exhibit 1 purports to authorize general obligation borrowing, contrary to law.
 - b. The Amended Agreement-Exhibit 1 purports to make Commission obligations a joint and several obligation of all municipalities, which may violate constitutional levy limitations applicable to all municipalities.
- (5) The Village has repeatedly asked the Commission and the Municipal members to come to the table to discuss the future of the District.
- (6) The Village requested an audit of the District, at Village expense; and the request was ignored.
- (7) The Village requested detailed expense reports from the Commission; and the request was ignored.
- (8) The Village requested detailed trip reports and income estimates from the Commission; and the request was ignored.
- (9) The Village made numerous requests for changes to Amended Agreement-Exhibit 1, none of which were considered or incorporated.
 - a. The Village proposed a change to the Amended Agreement-Exhibit 1 providing that detailed documentation regarding budget increases over 15% be supplied to the municipalities.

- b. The Village proposed a change to the Amended Agreement-Exhibit 1 regarding representation on the Commission commensurate with the contribution of each municipality.
 - c. The Village proposed municipal approval for expenditures over \$10,000.
- (10) The Village has been advised that four of the five municipalities have approved Amended Agreement-Exhibit 1.
- (11) At its December 19, 2016 meeting, the Village voted against Amended Agreement-Exhibit 1.
- (12) The Village denies Amended Agreement-Exhibit 1 is in force and effect without unanimous approval.

The Village has attempted to negotiate in good faith with the Commission. It also suggested mediation with a neutral third party, the Commission, and all municipalities to work through issues surrounding the Fire/EMS District. It is unfortunate the parties were unable to meet, mediate, and resolve their differences.

Sincerely,

AXLEY BRYNELSON, LLP



Timothy D. Fenner
TDF/GMS/avr

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