

Options Report Village of Medina and Towns of Ridgeway and Shelby

**Report to the Community by the Medina-
Ridgeway-Shelby Shared Services, Town
Merger and Village Dissolution Feasibility
Study Committee**

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TABLE OF CONTENTS

Table of Contents..... **ii**

Executive Summary..... **1**

 Background 1

 Efficiency Opportunities 3

 A Special Issue for the Community 4

How This Report is Structured..... **5**

Part A..... **8**

 Study Committee Baseline Recommendations 8

 Additional suggestions from the sub-committees..... 30

 Other Fiscal Impacts of Consolidating Three Governments into One 30

 Additional Savings 30

 Personnel 31

 Other Miscellaneous Savings 31

 What Would Happen to Village Gross Utilities Revenue? 32

 How Would Consolidation Impact Court Expenditures? 32

 Estimated Legal and Transition Costs 32

 What Would Not Be Affected by Consolidating as a Single Entity? 33

 Projected Additional Revenues Due to State’s “New AIM” Incentive 33

Part B..... **34**

 Recommendations for More Aggressive Cost Savings 34

Part C..... **35**

 Fiscal and Tax Impact 35

 Fiscal Impact – Baseline Recommendations 35

 The Process for Calculating Tax Savings 38

 The Fiscal Impact Calculated as a Per Capita Savings 38

 The Impact of Taking Aggressive Approach 40

Part D..... **41**

 Implementation Considerations 41

 Village Dissolution Alone Is Not Recommended 41

 Consolidation of Medina, Ridgeway and Shelby into a Single Town..... 41

 Consolidation of Medina, Ridgeway and Shelby into a City 42

 Having the Village Pursue City Status on Its Own Is Not Recommended 42

 What Is Involved if the 3 Municipalities Jointly Pursue Consolidating into a City?..... 43

 Civil Service Procedures 45

Collective Bargaining Options 46

Codes and Local Laws 46

Real Property and Asset Options 47

Fund Balance 47

Debts 48

 Retiree Obligations 48

Part E 49

 Impact on Regional Fire/EMS/Ambulance Services 49

Appendix A 49

Appendix B 49

Appendix C 49

Appendix D 49

Appendix E..... 49

EXECUTIVE SUMMARY

Background

In early 2010, officials in the Village of Medina and the Towns of Ridgeway and Shelby jointly received New York State Local Government Efficiency (LGE) grants to study ways the governments could streamline operations through shared services and/or consolidation opportunities¹. This report presents the findings and recommendations developed as a result of the project funded by these grants.

This report outlines alternatives for delivering services and functions as identified by the Medina-Ridgeway-Shelby Shared Services, Town Merger and Village Dissolution Feasibility Study Committee. The Study Committee was assisted by the study consultant, the Center for Governmental Research.

This Options Report builds upon the earlier “What Exists Report,” issued in fall 2010, which describes how the Village and Towns currently provide municipal services. It also builds upon extensive work by five sub-committees, which met many times between fall 2010 and winter 2011 to examine key areas in greater detail. Sub-committees were established in five areas:

- DPW/Highway
- Fire and Ambulance
- Economic Development / Water / Sewer
- Police
- Building Usage

As a result of the sub-committee process, the Study Committee reached the following major conclusions:

1. *It does not make sense to consider dissolving the Village while leaving the two Towns intact.*

¹ Throughout this Options Report the term “sub-region” will frequently be used to refer to the area that encompasses the Village of Medina and Towns of Ridgeway and Shelby. In western Orleans County the word “region” generally refers to the area of the County encompassing not only Medina, Ridgeway and Shelby, but also the Town of Yates.

The Village of Medina is divided approximately in half by the two towns. Accordingly, dissolving the Village would split Village operations between the Town governments. Splitting operations (e.g., police, ambulance, street maintenance, water maintenance, sewage treatment, etc.) would be an inefficient way to serve the sub-region's urban core. If, alternatively, one Town or the other annexed the portion of the Village that is outside its current boundaries in order to keep Village municipal operations from being split, this would have a serious fiscal impact on the other Town. The Town of Shelby would lose 42% of its taxable assessed valuation if it no longer included its portion of the Village. Conversely, if Ridgeway's portion of the Village were to be annexed by Shelby, then Ridgeway would lose 44% of its taxable assessed valuation. The results of such a change would be dramatic cost and tax shifts and changes in operations that would likely harm the community rather than improve it.

2. *It does not make sense to consolidate the two Towns and keep the Village intact in the middle.*

Doing so would not allow the overall community to make significant efficiency gains in operations. There would be some benefit by consolidating the Towns, primarily from combining the town boards, and town zoning boards and planning boards. However, combining just the Towns would forgo scale and other efficiencies inherent in including the much larger Village government. Put another way, merging only the Towns would miss the opportunity to incorporate Village operations that serve the 52% of the area's population that resides within Village boundaries.

3. *Study Committee members do not recommend, at this point in time, changing the boundaries defining the areas served by the four existing fire services.*

The Committee's conclusion is that there would be little benefit to changing existing fire service boundaries at this time. Some equipment and service efficiencies can occur by increasing, over time, a shared services approach for fire services, but the major opportunities for streamlining local governments exist in other operations and services as identified in this report.

With these three conclusions as a background, the sub-committees and the overall Study Committee organized our findings and recommendations by focusing on two approaches:

- Heightened shared services (i.e., going beyond current service sharing while keeping the three existing governments)

- Consolidation of all three governments into a single entity.

Heightened Shared Services

This approach involves retaining the three separate governments but moving forward with consolidating functions or better managing costs and delivery of services as an integrated group. Governments would work together, and where appropriate, would enter into inter-municipal agreements (IMAs) in order to:

- Achieve economies of scale in municipal operations
- Reduce personnel, equipment and facilities costs
- Enhance economic development opportunities through more coordinated planning and by sharing the community's water and sewer infrastructure assets to benefit everyone in the sub-region.

Consolidation into a Single Entity

This approach is based on assuming the three governments are merged into a single government. The two viable options would be to create either a single town or a single city. Either option will require a significant community effort to merge operations, and separate votes in each Town and the Village would have to be taken and approved in order to create a single unified government. However, merging the governments would result in annual efficiency savings of from \$205,000 to \$410,000. Once the state AIM consolidation incentive funding becomes an additional revenue to the community, taxpayers in all three entities would benefit from the consolidation. Additional property tax reductions are projected if the city option is pursued because of additional revenues available to cities under current state law.

Efficiency Opportunities

As the Study Committee was developing the recommendations offered in this report, the Committee tried to identify changes that would clearly improve how services are currently being provided within the three governments. In many cases, it was possible to identify specific cost reductions, tied to efficiencies such as a reduction of personnel, reduction of duplicate equipment and better sharing of facilities. Saving costs, along with increasing revenues, will clearly help reduce the burden of property taxes in the community.

The Committee also identified opportunities to improve how services are delivered or important policy decisions are made and resources allocated, even though it was not possible to identify specific cost reductions at this time. For example, a key recommendation is to create agreements between each Town and the Village for the sharing of water and sewer

infrastructure in ways that would benefit the entire community by improving opportunities for economic development. The Committee could not define a specific cost or revenue benefit at this time, because the specific benefit won't be known until an economic development project actually occurs as a result. However, there was universal agreement among Town and Village leaders and County economic development professionals that creating these inter-municipal agreements would clearly improve the community's ability to attract new business development.

To conclude, the Committee believes that even where it is not possible to quantify cost reduction at this time, that services would be enhanced by implementing the Committee's recommendations.

A Special Issue for the Community

Numerous Study Committee recommendations involve greater use of what is referred to by residents as "City Hall" at 600 Main Street. The building, which serves as the Medina Village Hall, is used for key Village municipal functions. Constructed in 1908, City Hall is a notable building in the Medina historic district and, with the exception of an annex, is constructed of rock-faced Medina sandstone and round-headed arch moldings.

The building is currently underutilized. With the termination of Village court², the entire second floor of the building is empty, and the third floor currently houses only two fulltime and one part-time employee and records storage. There is significant available storage space.

The Study Committee considers City Hall an important community asset and recommends greater use of the building. At the request of the Building Usage sub-committee, local architect Mark D'Alba developed as a community service, a cost estimate and related drawings. The cost estimate is for what the sub-committee deems essential minimal improvements in order to utilize the building more effectively while also meeting requirements for handicapped accessibility (*Appendix A includes the five sub-committee reports. See the Building Usage report for a breakdown of the City Hall cost estimate*).

The proposed improvements:

- Building core improvements – an elevator, stair and entrance built between the main and annex portions of the building. Cost estimate = \$240,900

² Effective mid-April 2011 the Village of Medina court will terminate and court operations become the responsibility of the Ridgeway and Shelby Town Courts.

- Restroom improvements – two handicapped accessible lavatories and associated new corridors. Cost estimate for improvements = \$79,140.

There are various options for the community to seek funding to pay for these improvements:

- 1) The State’s Local Government Efficiency (LGE) program currently awards implementation grants for eligible local governments consolidating operations (but not just for sharing services).³ If full consolidation is the ultimate choice of the community, a grant application could be submitted to the program.
- 2) If the municipalities fully consolidate the community would, under current state legislation, be eligible for additional unrestricted state aid, which would be equivalent to \$622,381 in the first year following consolidation.⁴ A portion of these and future annual AIM funds could be used toward building improvements.
- 3) Local fundraising efforts could also be a source to help offset the cost of improvements.

A combination of the above options might be employed to fund building improvements.

The Study Committee believes the community needs to address the issue of City Hall and its potential role as a part of a municipal campus regardless of whatever recommendations in the report are ultimately implemented.

HOW THIS REPORT IS STRUCTURED

Part A: Study Committee Baseline Recommendations

This section identifies the Study Committee’s baseline recommendations related to areas studied in detail (DPW/highway; fire and ambulance; economic development / water / sewer; police; and building usage). They encompass both heightened shared service and full consolidation options.

³ Sample recent LGE implementation grants: \$396,000 for the Town of Aurora and the Village of East Aurora to consolidate both administrative offices into a consolidated service center with the Aurora Town Public Library; and \$200,000 for the Town and Village of Avon to complete renovations to a new building for a joint court facility.

⁴ For details on consolidation incentives, see Part A of this report - “Projected Additional Revenues Due to State ‘New AIM’ Incentive.”

Baseline recommendations were developed with cost efficiency and benefits to the community in mind. Some cost efficiencies and benefits could be achieved in the near term – some will take time. Net cost savings can only be quantified for those that could be achieved upon implementation. These are the only net cost savings we show in Part A. They are based on Fiscal Year 2010 budgets for the Village and each Town.⁵

In reading the baseline recommendations it is important to understand the following:

- These recommendations are not just about cost efficiency but also about aligning and structuring government so that our communities, which together spend more than \$12 million annually, can operate, over time, more effectively and efficiently.
- There are relatively few cost savings that we can identify achieving simply through heightened shared services. Yet, the most important benefit we can gain is one that we cannot attach a dollar figure to today, but which we believe has the potential to position our community to grow. The Economic Development sub-committee report (*see Appendix A*) points the way for utilizing the water and sewer infrastructure in the Village to benefit areas outside Medina, while at the same time ensuring that Village costs for providing these services are shared equitably. Recommendations contained in the Economic Development subcommittee report are designed to enhance our community's overall ability to attract industry and business that can provide more jobs, lighten the tax burden, serve as a catalyst to improve property values, and help us reverse a 20-year population decline.
- Our baseline recommendations should be viewed as conservative but realistic. However, when it comes to full consolidation, we believe it is possible to be even more aggressive. Our more aggressive savings under a full consolidation approach would be in addition to what we outline in Part A. The more aggressive approach is outlined later in the report.

Note: The reports developed by the sub-committees that informed our baseline recommendations are included in Appendix A.

Additional Fiscal Impacts of Consolidating Three Governments into One

⁵ FY 2010 budgets are calendar year 2010 for the Towns, and 2009-10 for the Village.

At the end of Part A we describe additional impacts of consolidating as a single entity that are associated with the baseline recommendations. These impacts appear under the following headings:

- 1) Additional Savings
 - Personnel
 - Other
- 2) What Would Happen to Village Gross Utilities Revenue?
- 3) How Would Consolidation Impact Court Expenditures?
- 4) Estimated Legal and Transition Costs
- 5) What Would Not Be Affected by Consolidating as a Single Entity?
- 6) Projected Additional Revenues Due to State’s “New AIM” Incentive

Part B: Study Committee Aggressive Recommendations

This section outlines the more aggressive cost savings the Study Committee has identified under full consolidation. While these are classified as “aggressive”, the Committee believes that, over time, as various functions are consolidated, operational efficiencies will allow for additional common sense reductions of personnel through attrition, which will produce the additional savings identified.

Part C: Fiscal and Tax Impact

This section shows the fiscal and tax impact of both heightened shared services and consolidation as a single entity (i.e., town or city). The annual savings and associated tax rate savings (baseline and aggressive approaches) are provided.

Part D: Implementation Considerations

This section briefly describes steps the community would need to take, depending upon the approach the Village and two Town boards ultimately decide to pursue.

Part E: Addendum on Fire/Ambulance Services

This section outlines the impact of consolidation on the Town of Yates and Village of Lyndonville as a result of any changes to the structure of the Medina Fire Department.

Appendices

This section consists of:

Appendix A – Sub-committee Final Reports⁶

Appendix B – Sample relevant inter-municipal agreements

Appendix C – Overview chart of local laws and ordinances

Appendix D – Public presentations

Appendix E – Public feedback

PART A

Study Committee Baseline Recommendations

The recommendations in Part A summarize specific baseline changes recommended by the Study Committee. The type of change specified is indicated as one of the following:

- *Shared service* – where Village and Town governments remain as separate units but personnel, equipment and/or facilities are shared in ways that reduce tax burdens and create operating efficiencies.
- *Functional consolidation* – where the three governments remain as separate units, but one or more functions are combined under one government, yielding cost and/or service efficiencies.
- *Full consolidation* – where three governments effectively merge.

Shared services and functional consolidations can be considered without fundamentally altering Village and Town government. Consolidating all three governments would require public referendums in Medina, Ridgeway and Shelby.

Some of the recommendations apply only to the Study Committee’s heightened shared services approach, some only to a full consolidation (single entity) approach, and some to both. (*See “Change Option Potential” sub-head for each recommendation.*)

⁶ The Economic Development sub-committee report includes a special memorandum of agreement (MOU). The Police sub-committee report includes the Orleans County Sheriff’s estimate for providing police services within the Village comparable to those now provided by the Medina Police Department. The Building Usage sub-committee report includes a local realtor’s estimate of the fair market value of the Village Clerk’s Building and the Ridgeway Town Hall. The cost estimate for adding an elevator and handicapped accessible bathrooms at City Hall is also included in the Building Usage sub-committee report.

Recommendation – DPW/Highway 1

Description:	Have one water / sewer department for operations	
Type of Change:	Functional consolidation	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Improved service delivery because selected staff would be dedicated to function. • No direct cost reductions in short term, but longer term, cost reductions are likely because better system delivery decisions will be made by dedicated staff. • Sub-region would have built-in back-up since water/sewer staff would all have to have required licenses • All communities have access to water/sewer equipment regardless of where it is located 	
Inter-relationship with:	DPW/ Highway 2 (centralized water billing)	
Change Option Potential:	Heightened Shared Services Yes	Full Consolidation Yes
Governance Distinction	Consolidate in Village	No difference – Town or City
Staffing:	1 water/sewer lead person, 2 other employees	
Equipment:	Maintain all existing equipment except sell small duplicate equipment (see DPW/Highway 7).	
Operational:	Recommendation does not include wastewater treatment, a service that is outsourced. If water main break occurs or other project requires additional staff, other DPW/Highway staff deployed	
Facility:	Locate staff in smaller of 2 main buildings on Medina DPW site	
Other Implementation Considerations	Under heightened shared services, IMA needed covering how staff will be paid, how facility costs allocated, and how this functional group would work with elected boards.	
Future Potential	Service delivery and equipment efficiencies likely due to standardization of delivery throughout the sub-region.	
Net Cost Savings:	None short term	

Recommendation – DPW/Highway 2

Description:	Centralize water billing	
Type of Change:	Functional consolidation	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • More efficient service delivery • Eliminates duplicate manual system in one town • Builds in backup for staff trained in water billing • With the exception of where Town residents send their water payments, residents will not see any difference in this service 	
Inter-relationship with:	DPW/ Highway 1 (one water-sewer department)	
Change Option Potential:	Heightened Shared Services Yes	Full Consolidation Yes
Governance Distinction	Consolidate in Village	No difference – Town or City
Staffing:	2 FTE	
Equipment:	May or may not need to purchase software package, depending on how billing information can be transferred.	
Operational:	All customers to be billed quarterly, but different groups of customers to be billed in different months.	
Facility:	Heightened Shared Services = Village Clerk’s Building Full consolidation – see Building Usage 2	
Other Implementation Considerations	Under heightened shared services, IMA needed	
Future Potential	NA	
Net Cost Savings:	\$10,000	

Recommendation – DPW/Highway 3

Description:	Have scheduled early shift	
Type of Change:	Shared service	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Eliminates system whereby during November to April timeframe, three governments have an MEO on “snow watch” • Eliminates some scenarios whereby “snow watch” + “regular shift” can involve up to 13-hour work day (OT + straight time) • Staff on “early shift” would have assigned tasks, including snow watch, and would go home at the end of 8 hours unless needed to work overtime for snow removal duties 	
Inter-relationship with:	N/A	
Change Option Potential:	Heightened Shared Services Yes	Full Consolidation Yes
Governance Distinction	Rotate responsibility	No difference – Town or City
Staffing:	1 to 2 MEOs – instead of 3 Early shift would typically involve two staff members, but there are times (e.g., month of March) when one staff member may be all that is needed	
Equipment:	N/A	
Operational:	At a minimum, schedule early shift during winter season (e.g., November –April) and rotate responsibility between governments. One option would be a weekly rotation but other options can be considered.	
Facility:	N/A	
Other Implementation Considerations	Union negotiations occur in 2011 (for Ridgeway in 2012). Village / Town attorneys to assess need to negotiate.	
Future Potential	Net cost savings estimate is based on total of 162 hours of OT saved based on \$21 an hour base rate for an MEO. Since there has been no tracking of overtime that would have been saved on days when there is no snow to plow, the cost savings estimate is intentionally conservative. Actual net cost savings likely higher.	
Net Cost Savings:	\$5,100	

Recommendation – DPW/Highway 4

Description:	Centralize maintenance for DPW, Highway, police, ambulance and other government-owned rolling stock	
Type of Change:	Full consolidation	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Providing maintenance on a dedicated basis is more efficient • Puts more emphasis on preventive maintenance • Would result in 1 parts department instead of 3 • Would mean one oil source (and containment place) – not 3 • Could send mechanics for training to do electronic repairs, potentially saving in future on some outsourced repairs 	
Inter-relationship with:	Building Usage 2 (full consolidation)	
Change Option Potential:	Heightened Shared Services No	Full Consolidation Yes
	<i>Note: see “future potential” below</i>	
Governance Distinction	No difference – Town or City	
Staffing:	1 Chief of Maintenance + 1 mechanic	
Equipment:	See “other implementation considerations”	
Operational:	Large building at Medina DPW location has a heated portion that can accommodate new maintenance bay.	
Facility:	Utilize large building at Medina DPW location.	
Other Implementation Considerations	Create custom maintenance bay. (One-time cost estimate: about \$100,000)	
Future Potential	<u>Heightened Shared Services:</u> It is not possible today to determine what the Towns spend on MEOs to perform maintenance duties because costs are not tracked in a way that would allow such a breakout. Thus, it is not possible to estimate what the Towns might gain if they had access to dedicated maintenance staff. Since the Village has a mechanic on staff, the Committee suggests the Towns explore contracting with the Village for some maintenance services and assess the impact for potential future savings.	

Full Consolidation Approach: While initial savings are small (e.g., one parts department, one oil source and containment area, bringing some repair costs inside instead of outsourcing), the real value will occur over time due to regular preventive maintenance, standardization of equipment, and deployment of personnel more effectively.

Net Cost Savings:

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 \$ 10,000
 (Less \$100,000 one-time expense for maintenance bay)

Recommendation – DPW/Highway 5

Description:	Restructure DPW/Highway Leadership	
Type of Change:	Full consolidation	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • DPW/Highway operations represent the largest single expenditure area across the 3 governments (\$2.7 million annually not including staff time budgeted to employees’ water and sewer responsibilities), and full consolidation would allow for significantly more administrative oversight than can exist under the current structure, where superintendents must be heavily involved in providing services. • Greater administrative oversight would allow for tracking equipment usage and identifying optimal use of equipment – something that does not currently exist. • Better equipment tracking (e.g., fuel, mileage, hours used) will better inform future equipment decision making. 	
Inter-relationship with:	DPW/Highway 1 & 4 (1 water/sewer dept. & centralize maint.)	
Change Option Potential:	Heightened Shared Services No	Full Consolidation Yes
Governance Distinction	Appointed top leader – Town or City	
Staffing:	1 Superintendent (or commissioner), 1 Deputy, 1 DPW Deputy, 1 Water / Sewer Lead (<i>see DPW / Highway 1</i>)	
Equipment:	NA	
Operational:	Top leader would be administrator with oversight responsibility for three departments (highway, water/sewer operations, maintenance), and determine how to deploy staff.	
Facility:	Superintendent (or commissioner) based at Shelby Town Hall.	
Other Implementation Considerations	Need new job descriptions for these positions. As part of a consolidation plan put before voters include having appointed highway superintendent (or commissioner).	
Future Potential	NA	
Net Cost Savings:	\$25,000	

Recommendation – DPW/Highway 6

Description:	Have one FTE clerical support for top administrator	
Type of Change:	Full consolidation	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Providing dedicated clerical support would enable the top public works administrator to manage more effectively, since the administrator would have oversight over a multi-million dollar budget. • Funds are currently expended for some clerical support for DPW / Highway administration, but dedicated, focused support is needed if all 3 governments become one. 	
Inter-relationship with:	DPW/Highway 5 (restructure leadership)	
Change Option Potential:	Heightened Shared Services No	Full Consolidation Yes
Governance Distinction	No difference – Town or City	
Staffing:	1 FTE Clerical Support Person	
Equipment:	Utilize existing equipment	
Operational:	Recommend co-locating clerical support with top administrator	
Facility:	Co-locate with top administrator at Shelby Town Hall	
Other Implementation Considerations	NA	
Future Potential	NA	
Net Cost Savings:	\$0.00	
Net Additional Cost:	\$28,000	

Recommendation – DPW/Highway 7

Description:	Keep all major pieces of equipment, but sell small duplicate equipment	
Type of Change:	Full consolidation	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Keeping major pieces of equipment ensures the sub-region will have adequate backup to provide needed services • Assessing which duplicate, incidental equipment is not needed can free up space and provide one-time additional revenue 	
Inter-relationship with:	DPW – HWY 5 (restructure leadership)	
Change Option Potential:	Heightened Shared Services No	Full Consolidation Yes
Governance Distinction	No difference – Town or City	
Staffing:	NA	
Equipment:	NA	
Operational:	Assess what is not needed and would have value if sold.	
Facility:	NA	
Other Implementation Considerations	NA	
Future Potential	Future major equipment purchases can be informed by knowing the number of hours each piece of equipment is run annually. Though not currently available, that information could be available if there was a single department with dedicated administrative leadership and clerical support.	
Net Cost Savings:	\$10,000 - \$20,000 (one-time savings)	

Governance Distinction	Applicable for town, not for a city
Staffing:	Paid career staff in the Medina Fire Department transfer to the Medina Fire District. The not-for-profit ambulance service contracts with the Medina Fire District to provide personnel for the ambulance service.
Equipment:	The Village’s fire fighting assets transfer for \$1 to the Medina Fire District. Village ambulance assets transfer to the town for a \$1. Town contracts with the ambulance service to provide ambulance service within the town, and one provision of the contract calls for ambulance assets to be leased by the town to the ambulance service for \$1. Bottom line: no physical movement of equipment involved.
Operational:	The new town creates the fire district and appoints the first board. An election would then be held to elect the fire board.
Facility:	Since the new consolidated town would own the building (City Hall) from which the Medina Fire District would provide fire services to the existing Village (and via contract also ambulance services to the region), the consolidated town would lease space to the fire district for a nominal amount (e.g., cost of operating the space.)
Other Implementation Considerations	<p>As part of making the changes, elected leaders may wish to consider having a staffing study done. One approach could be to mirror the recent staffing study in Albion, which involved both the Village of Albion Fire Department and the volunteer ambulance service known as COVA (Central Orleans Volunteer Ambulance).</p> <p>To assist with making the transition, the field office of the Bureau of EMS-Operations would be helpful. The regional field office is in Buffalo.</p> <p>Utilizing an attorney skilled in conducting municipal transitions for fire and ambulance services and who also knows public health law is recommended.</p>
Future Potential	Already covered as part of “benefits” above.
Net Cost Savings:	\$0.00
Net Additional Cost:	\$3,000 - \$5,000 to transfer ambulance operating authority One –time legal fees are addressed later in Part A under “Estimated Legal and Transition Costs.”

city because they can typically respond faster. Once the Rome FD arrives on scene, the Rome FD takes over.

Facility: Fire and ambulance services now housed at Medina “City Hall” could remain where they are today.

Other Implementation Considerations As part of making the changes, elected leaders may wish to consider having a staffing study done. One approach could be to mirror the recent staffing study in Albion, which involved both the Village of Albion Fire Department and the volunteer ambulance service known as COVA (Central Orleans Volunteer Ambulance).

To assist with making the transition, the field office of the Bureau of EMS-Operations would be helpful. The regional field office is in Buffalo.

Utilizing an attorney skilled in conducting municipal transitions for fire and ambulance services and who also knows public health law is recommended.

Future Potential As attrition occurs in city fire department paid staff, elected leaders could use the results of a staffing study to inform future hiring decisions.

Net Cost Savings: \$0.00

Net Additional Cost: \$3,000 - \$5,000 to transfer ambulance operating authority
One –time legal fees are addressed later in Part A under “Estimated Legal and Transition Costs.”

Recommendation – ECON 1

Description: **Endorse the pursuit and execution of foundation and developer agreements described below**

A legally executed agreement (*foundation agreement*) would address in detail how and at what cost Shelby can access sewer and water services from the Village of Medina and, among other matters, who is responsible for engineering, connections, infrastructure, etc.

The foundation agreement would lead to a second legally executed agreement between Shelby and the developer, known as the *developer agreement*. This agreement would be used by the Orleans County IDA when asked by prospective developers about cost and procedure to access sewer/water services in the Shelby Town-outside-Village. The developer agreement, in turn, would detail how Shelby will provide sewer/water services to the project developer – and also at what cost and under what terms and conditions.

Once the Village and Shelby have reached final agreement, identical foundation and developer agreements should be executed for Ridgeway.

Type of Change: Shared services

- Benefits:** Identified by the sub-committee:
- Creates a process, endorsed by all 3 governments, whereby commercial growth can occur outside the Village, yet the Village will receive appropriate compensation that reflects taxpayer investment in water and sewer infrastructure
 - Creates a community approach to development
 - Eliminates the most significant barrier to improving the economic development climate – the provision of sewer service outside Village boundaries
 - Utilizes available sewer capacity in the Village by allowing the towns to purchase a percentage of sewer capacity from the Village.
 - Avoids future contentious debate over proposed projects

Inter-relationship with: NA

Change Option Potential:	Heightened Shared Services Yes	Full Consolidation Yes See “Other Implementation Considerations”
Governance Distinction		No difference – Town or City
Staffing:	NA	
Equipment:	NA	
Operational:	NA	
Facility:	NA	
Other Implementation Considerations	Both the Village and Shelby boards have approved a MOU that establishes the framework for further discussion designed to result in the foundation and developer agreements. These agreements would apply under a fully consolidated government structure.	
Future Potential	Helps position the overall community to grow.	
Net Cost Savings:	TBD	
Net Additional Cost:	Taking the MOU to the next step will involve hiring an engineering consultant, a one-time cost.	

Recommendation – ECON 2

Description:	Have a joint planning / zoning / code enforcement process	
Type of Change:	Shared services	
Benefits:	Identified by the sub-committee: <ul style="list-style-type: none"> • Streamlines the zoning and planning process, which is a plus when developers look to expand in the sub-region • Puts a community focus on zoning and planning 	
Inter-relationship with:	NA	
Change Option Potential:	Heightened Shared Services Yes	Full Consolidation Yes
Governance Distinction	No difference – Town or City	
Staffing:	Affects clerical support staffing only; no dollar savings assumed but support would become more focused	
Equipment:	Utilize existing	
Operational:	Will have 2 boards (planning and zoning) instead of 6 total	
Facility:	Co-locate the 3 code enforcement officers in City Hall	
Other Implementation Considerations	Under shared services, IMA would be developed	
Future Potential	Helps position the overall community to grow.	
Net Cost Savings:	\$15,000	

Recommendation – ECON 3

Description:	Maintain the existing agreement between Medina and the Niagara County Water District (NCWD)	
Type of Change:	Full consolidation	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Per the NYS Department of State legal counsel’s office, if the Towns and Village consolidate, consolidation law would permit Medina to be considered a separate water district, allowing the agreement with NCWD to continue under existing terms and conditions. Thus, there would be no change in how water rates are determined across the community. 	
Inter-relationship with:	NA	
Change Option Potential:	Heightened Shared Services NA	Full Consolidation Yes
Governance Distinction	No difference – Town or City	
Staffing:	NA	
Equipment:	NA	
Operational:	No change	
Facility:	NA	
Other Implementation Considerations	Renegotiation of the contract with NCWD could be pursued as an alternative option.	
Future Potential	NA	
Net Cost Savings:	\$0	

Recommendation – Police 1

Description:	Police department and operations remain as a Village department. Village works with the County Sheriff to identify operational savings through combined shared services operations.	
Type of Change:	Shared services with the County Sheriff	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Reduced operating costs for the Village • Potential enhanced service to Towns 	
Inter-relationship with:	NA	
Change Option Potential:	Heightened Shared Services Yes	Full Consolidation NA
Governance Distinction	NA	
Staffing:	Could affect Village P.D. staffing depending on what changes are made. Can't estimate savings at this time.	
Equipment:	NA	
Operational:	Potential for faster response to current Town-outside-Village residents if the police were sheriff deputies who can respond outside of the Village borders.	
Facility:	Current location unchanged	
Other Implementation Considerations	Would require agreement with the Sheriff and potentially require re-negotiations of the employee union contract.	
Future Potential	Long-term potential for the Village to contract with the Sheriff to provided complete coverage at lower cost based upon models in other counties.	
Net Cost Savings:	Cannot be projected at this time	
Net Additional Costs:	Cannot be projected at this time	

Recommendation – Police 2

Description:	Police department and operations remain as an enhanced service provided to the area within the former Village. Remaining area outside would keep current Sheriff level service.	
Type of Change:	Full consolidation. Option could work under either the town or city scenario.	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Keeps current level of police service • Eliminates shifting of costs to those outside the current Village 	
Inter-relationship with:	Building Usage 2	
Change Option Potential:	Heightened Shared Services No	Full Consolidation Yes
Governance Distinction	NA	If Town – need approval to create a police district. If City – need to identify dual service zone in charter.
Staffing:	No change – assumes continuation of the P.D. as found in the Village at the time of government consolidation.	
Equipment:	No change – assumes continuation of the P.D. as found in the Village at the time of government consolidation.	
Operational:	Maintains current level of service provided in former Village, paid for by those in former Village. Level of service and cost for those outside the former Village not affected by this recommendation.	
Facility:	See Building Usage sub-committee report (<i>Appendix A</i>) for possible building usage for police.	
Other Implementation Considerations.	Will require approval of state legislature for either a town special district or a city charter that includes service zones.	

Future Potential	Possible efficiencies similar to Recommendation – Police 1.
Net Cost Savings:	Committee assumes no savings at this point in time. However, the benefit is keeping current level of service without requiring a cost and tax shift.
Net Additional Costs:	None projected above normal operational cost increases consistent with past trends.

Recommendation – Building Usage 1 – Heightened Shared Services

NOTE: This recommendation assumes local fund raising occurs to pay for new elevator and handicapped bathrooms for City Hall.

Description:	Move offices currently in the Village Clerk’s building to City Hall, and centralize water billing and code enforcement in City Hall; sell or lease the Village Clerk’s Building	
Type of Change:	Functional consolidation	
Benefits:	Identified by sub-committee: <ul style="list-style-type: none"> • Greater utilization of City Hall • Revenue from sale of municipal building 	
Inter-relationship with:	DPW/ Highway 2; ECON 2	
Change Option Potential:	Heightened Shared Services Yes	Full Consolidation NA
Governance Distinction	NA	
Staffing:	See DPW Highway 2; ECON 2	
Equipment:	See DPW Highway 2; ECON 2	
Operational:	NA	
Facility:	See Building Usage sub-committee report for suggested use of City Hall building under this option (<i>Appendix A</i>).	
Other Implementation Considerations	Minimum upgrades needed for City Hall to accommodate would include elevator and two handicapped accessible bathrooms that can be reached via new elevator.	
Future Potential	Ridgeway could opt to sell, rather than upgrade, the Ridgeway Town Hall and purchase the Village Clerks building, Records storage for the Town could be accommodated next door at City Hall.	
Net Cost Savings:	If Village Clerks Building is sold = \$105,000 to \$128,000	
Net Additional Costs:	Estimate for elevator and bathroom upgrades = \$320,040	

Additional suggestions from the sub-committees

The following additional suggestions were also offered by the sub-committees.

DPW/Highways

- Better track equipment needs / usage (e.g., fuel, mileage). This will inform decision- making about future equipment purchases.
- Consider whether there is potential for state CHIPS highway monies to be used with more flexibility to provide greater value to the overall community. (For more detail on this topic, see *Appendix A.*)

Economic Development

- Have Medina, Ridgeway and Shelby update the existing Comprehensive Plan. The plan, which dates to 2001, was jointly developed by the Towns of Ridgeway, Shelby and Yates and the Villages of Medina and Lyndonville. The goal was to complete the process all the way through development of zoning and sub-division regulations. Some communities have moved forward on their own while others have not. The original goal was to have had a “standard” approach, which would help streamline the process whenever developers look to expand in western Orleans County. Medina, Ridgeway and Shelby elected officials and code enforcement officers agree that the Comprehensive Plan is outdated and needs to be updated.

Building Usage

- This sub-committee suggested various options for current municipal facilities. For details, see *Appendix A.*

Other Fiscal Impacts of Consolidating Three Governments into One

This section describes additional impacts of consolidating as a single entity, based on the baseline recommendations.

Additional Savings

In addition to savings already described in Part A, the Study Committee identified the following additional savings would result from consolidating into a single entity. Savings are per FY 2010 budgets for the Village and Towns.

Personnel

Chief Executive & Legislature

Total salaries and benefits for the Mayor and Town Supervisors = \$32,000

Total salaries and benefits for current 3 boards = \$51,000

Total cost = \$83,000

Study Committee recommendation: If consolidate into a single entity, have one elected fulltime manager (Town Supervisor or City Mayor) who receives \$70,000 in salary and benefits. Pay each of 4 board members total of \$2,500 in salary and benefits.

Major benefit: fulltime top oversight

Net cost savings: \$ 3,000

Village Clerk-Treasurer / Town Clerk Savings

Total salaries and benefits for the Village Clerk-Treasurer and two Town Clerks = \$198,000

Study Committee recommendations: Under full consolidation the top clerk position should be appointed, and there would be a need for only one clerk.

Net cost savings: \$103,000

Other Savings Involving Clerk Positions

Consolidation would result in some clerk duties being absorbed as a result of the reduction in number of municipal governments. Based on Study Committee analysis:

Net cost savings: \$46,000

Other Miscellaneous Savings

The Study Committee also identified four other areas that would generate savings under full consolidation. Our net cost savings estimates for these expenditures are:

Auditor = \$7,000

Utilities savings = \$5,300⁷

Attorney = \$5,500

Municipal dues = \$2,000

Elections = \$1,500

Total Miscellaneous Net Cost Savings = \$21,300

What Would Happen to Village Gross Utilities Revenue?

In fiscal year 2010, the Village budgeted revenue of \$94,400 from its tax on utilities. If the consolidated entity became a town, this revenue would be lost since towns in New York cannot impose gross utilities taxes. If the consolidated entity became a city, this revenue would be retained.

How Would Consolidation Impact Court Expenditures?

The Towns, which become totally responsible for all court operations now handled by the Village (beginning in April 2011), are budgeting⁸ about \$115,000 for court expenditures in 2011. These would remain local government expenses if the single entity became a town. If the single entity became a city this expense would be picked up by New York State, since city courts are state-funded.

Estimated Legal and Transition Costs

The Study Committee estimates transition costs (e.g., municipal transition for Medina fire and ambulance; engineering consultant to flesh out economic development MOU; legal costs to develop IMAs, moving costs) is approximately \$75,000 to \$100,000.⁹

We note that currently state Local Government Efficiency grants are available to help municipalities implement consolidations. Whether these grants will be available in the future is unknown.

⁷ If the Village Clerk’s Building were also sold following a transition period, an additional \$5,000 would be saved in utility costs annually.

⁸ Fiscal year 2011

⁹ Legal fees to transition Medina Fire Department services under a scenario where the consolidated entity is a town would account for the higher end of the \$75,000 to \$100,000 transition cost estimate, since legal steps needed under this scenario are complex. This cost, according to a legal expert familiar with the steps involved, would likely range from \$25,000 to \$30,000.

What Would Not Be Affected by Consolidating as a Single Entity?

Service areas that would not be impacted by consolidation include:

- Assessor (at least initially – in time, the Study Committee believes, the single consolidated government may find that a 1.0 FTE assessor is appropriate. Currently there are 1.6 FTE assessors¹⁰)
- Street Lighting
- CHIPS funding (state highway aid)
- Youth Program
- Adult Recreation
- Historian
- Animal Control
- Water Treatment
- Traffic Control

Projected Additional Revenues Due to State’s “New AIM” Incentive

Aid and Incentives to Municipalities (AIM) is New York State unrestricted aid. Under current state law, New York also provides additional AIM (new AIM) for consolidating governments (but not for shared services).

The AIM incentive, currently called the Citizen Empowerment Tax Credit, is based on a prescribed formula. If Medina, Ridgeway and Shelby consolidate into a single entity, starting in the fiscal year following consolidation, the consolidated municipality would receive additional annual state funding in an amount of 15% of the combined property tax levy¹¹. The following calculation shows the impact of the incentive on the

¹⁰ Shelby and the Town of Yates have a shared assessor. The assessor spends 60% of her time for Shelby and 40% for Yates. Ridgeway has its own fulltime assessor. The Village does not have an assessor.

¹¹ Per current legislation, at least 70% of the additional AIM funding must be used to reduce property tax levies.

Medina-Ridgeway-Shelby community, based on current Village and Town budget tax levies.

Calculation (using FY 2010 tax levies):

\$2,553,033 (Village levy) + \$780,011 (Ridgeway levy) + \$814,627 (Shelby levy) = \$4,148,471

15% of \$4,148,471 = \$622,271 in "new AIM" funding

PART B

Recommendations for More Aggressive Cost Savings

The Committee believes that additional cost savings/efficiencies over and above the Baseline items described above could be achieved by taking a more aggressive approach to cost reductions. While these are classified as "aggressive", the Committee believes that, over time, as various functions are consolidated, operational efficiencies will allow for additional common sense reductions of personnel through attrition, which will produce the additional savings identified. Note also that, as part of these recommendations, the Committee also believes that there would be a benefit to the community to hire a professional full-time municipal manager, as the combined operations would result in a larger and more complex organization than currently exists. The additional net cost of this manager would be offset by the other cost reductions noted below, which include:

1. Assume a Town Manager @ \$90,000/year including benefits, Supervisor @ \$4,500/year and four town board members @ \$2,500/year. Net cost increase to baseline: \$22,000
2. Reduce number of bookkeepers from two part-time staff. to 0. Net savings: \$24,000
3. Do not fill a current vacant deputy DPW position. Net savings: \$63,000
4. Eliminate two Highway MEO positions out of 16. Net savings: \$120,000
5. Centralize water/sewer billing with fewer support staff – save .5 FTE. Net savings \$16,000

PART C

Fiscal and Tax Impact

A key issue for the Study Committee to address was how to fairly apportion the tax savings resulting from the cost efficiencies identified in the previous sections of this report.

The following bullets summarize our assumptions:

- We allocate savings across the community – not just to one government.
- We distribute savings to Village and Town-outside-Village taxpayers using the same formula as the Orleans County sales tax distribution (i.e., on a percentage of taxable assessed value). FISCAL IMPACT TABLE A shows how each \$1 in savings would be allocated to taxpayers in each of the four geographic areas (Village in Ridgeway, Village in Shelby, TOV in Ridgeway, TOV in Shelby).

FISCAL IMPACT TABLE A			
How Tax Savings Benefits are Allocated			
Medina gets	42.0%	<i>Split MR</i>	23.7%
		<i>Split MS</i>	18.3%
Ridgeway TOV gets	31.9%		
Shelby TOV gets	26.1%		

Note: MR = Village portion in Ridgeway, MS = Village portion in Shelby

Fiscal Impact – Baseline Recommendations

The two tables below summarize the fiscal impact of the cost efficiencies described in Part A (Study Committee baseline recommendations).

FISCAL IMPACT TABLE 1 summarizes the fiscal impact of taking a heightened shared services approach. As the table clearly shows, cost efficiencies utilizing this approach are minimal (approximately \$30,000). While there are important benefits (e.g., future potential revenues for having the Towns purchase a percentage of the Village’s sewer capacity, revenue from new projects that might be developed in the TOVs because they have access to water and sewer service), these benefits are not quantifiable at this time. Since the known savings from heightened shared services are so minimal, we cannot show meaningful tax savings or any measureable impact on tax rates using this approach.

FISCAL IMPACT TABLE 1 -Medina-Ridgeway-Shelby Shared Services								
Heightened Shared Services Option								
	Annual/Ongoing Savings				1 Time Savings/Costs			
	TYPE OF SAVINGS				1-TIME SAVINGS		1-TIME EXPENSE	
	Personnel	Equipment	Building	Other	Building	Equipment	Bldg Upgrade	Consultant
DPW / Highway 2	\$10,000							
DPW / Highway 3	\$5,100							
Econ 1*				TBD				TBD
Econ 2	\$15,000							
Bldg Usage 1**					\$105,000 - \$128,000		\$ 320,000	

Recommendation
 DPW/Highway 2 = centralize water billing
 DPW/Highway 3 = have scheduled early shift
 Econ 1 = pursue foundation and developer agreements
 Econ 2 = have joint planning / zoning / code enforcement process

NOTES:
 * Engineering consultant study needed to determine how and at what costs the Towns can access Village sewer and water services. Consultant costs would be shared by all 3 governments.
 ** Costs and savings depend on fund raising efforts to offset the estimated \$320,000 cost to improve "City Hall". The savings estimate is based on the Village Clerk's Building being sold for an estimated \$105,000 to \$128,000

FISCAL IMPACT TABLE 2 summarizes the fiscal impact of having a single consolidated government encompassing Medina, Ridgeway and Shelby. As the table shows, the fiscal impact of full consolidation is substantially greater than for heightened shared services. As the note (“Other Fiscal Impact Considerations”) explains, the fiscal impact and tax impact calculations would vary depending on whether the consolidated entity is a town or city. The tax impact tables that follow show the tax impact of the town compared to the city option.

FISCAL IMPACT TABLE 2 - Medina-Ridgeway-Shelby												
Full Consolidation BASELINE Option												
ANNUAL/ONGOING SAVINGS/COSTS						1 TIME SAVINGS/COSTS						
TYPE OF SAVINGS			ADDITIONAL COSTS			1-TIME SAVINGS/REVENUES		1-TIME EXPENSE				
Personnel	Equipment	Building	Other	Personnel	Equipment	Building	Building	Equipment	Bldg Upgrade	Consultant / Other		
DPW / Highway 2	\$10,000											
DPW / Highway 3	\$5,100											
DPW / Highway 4			\$10,000							\$100,000		
DPW / Highway 5	\$25,000											
DPW / Highway 6				\$28,000								
DPW / Highway 7								\$10,000 - \$20,000				\$3,000 - \$5,000*
FIRE 1 & 2												included below
Econ 1												
Econ 2	\$15,000											
Bldg Usage 2							\$123,000 - \$150,000**				See Notes**	
Chief exec / bds	\$3,000											
V & T Clerks	\$103,000											
Other Clerk	\$46,000											
Auditor			\$7,000									
Utilities			\$0 to \$10,000***									
Attorney			\$5,500									
Municipal Dues			\$2,000									
Elections			\$1,500									
Transition costs												\$75,000 - \$100,000***
TOTAL LOW	\$207,100	\$0	\$0	\$26,000	\$28,000	\$0	\$0	\$10,000	\$100,000	\$78,000		
TOTAL HIGH	\$207,100	\$0	\$0	\$36,000	\$28,000	\$0	\$0	\$20,000	\$420,000	\$105,000		
NET LOW	NET ANNUAL SAVINGS = \$205,100											
NET HIGH	NET ANNUAL SAVINGS = \$215,100											
Other Fiscal Impact Considerations						NET 1 TIME COST = (\$45,000)						
"New AIM" = \$622,381						NET 1 TIME COST = (\$355,000)						
Village Gross Utilities = \$94,400 (revenue goes away if consolidated entity is a town; remains if a city)												
Court Expenditures = \$115,000 (remains a local government cost if a town; picked up by the state if a city)												
Notes:												
* Estimated state costs for transferring operating authority. Legal fees included in Transition Costs line.												
** Upgrading "City Hall" cost estimates of \$320,000. Revenues shown represent best estimate from selling the Village Clerk's building.												
*** Utility savings if the Village Clerk's building and Ridgeway Town Hall were sold												

The Process for Calculating Tax Savings

In order to show the tax savings resulting from the cost efficiencies identified in the baseline recommendations under full consolidation, the Study Committee then:

- Identified the current tax levy in each municipality¹²
- Subtracted the tax levy that each municipality would retain (i.e., police, fire, debt, retiree health costs) when three governments become one
- Used the resulting new tax levy, and applied it across the community
- Developed FISCAL IMPACT TABLE 3, which shows the new tax levy, new tax rate, and savings per \$1,000 assessed valuation, based on where taxpayers live. We also showed the impact of state consolidation incentives (new AIM) if it were to be used 100% to offset the tax levy; what the impact of losing the Village gross utilities receipts tax (GURT) would be if the consolidated entity were a town, and what the shift in court costs to the state would mean to taxpayers if the consolidated entity were a city. Note – Table 3 was built using the low end of the projected cost savings as shown in Table 2, i.e. \$205,100, to be conservative.

The Fiscal Impact Calculated as a Per Capita Savings

The property tax savings or costs based upon the fiscal impacts described above are shown in the Fiscal Impact Tables 3 and 4 which follow. Another way of calculating the fiscal impact of the proposed changes is to consider the per capita savings or increases. Since the projected cost savings or increases would be shared by everyone in both towns and the village if the governments consolidate, the per capita savings are stated based upon the total combined population of both towns and the village, which was 12,099 per the 2010 Census.

Baseline savings of \$205,100.	Per capita <i>savings</i> = \$16.95
Aggressive savings of \$406,100.	Per capita <i>savings</i> = \$33.56
Addition of AIM of \$622,000.	Per capita <i>savings</i> = \$51.41
Loss of GURT of \$94,400.	Per capita <i>increase</i> in costs = \$7.80
State paying Court costs of \$115,000.	Per capita <i>savings</i> = \$9.50

¹² Based on fiscal year 2010 budgets

FISCAL IMPACT TABLE 3							
Tax Impact Table -Full Consolidation BASELINE							
Net Annual Savings	Medina or TOV	Amount	2010 Tax Levy Affected by Consolidation	Estimated New Tax Levy	Estimated New Tax Rate	Tax Rate Savings/\$1000 AV	
Savings							
\$205,100	Min R	\$ 48,608	\$ 265,111	\$ 216,503	2.32	\$ 0.53	
	Min S	\$ 37,580	\$ 236,389	\$ 198,809	2.76	\$ 0.52	
	R TOV	\$ 65,371	\$ 515,700	\$ 450,329	3.82	\$ 0.55	
	S TOV	\$ 53,541	\$ 578,238	\$ 524,697	5.33	\$ 0.54	
	TOTAL	\$ 205,100					
Impact of Tax Shift - Villages to Town Due to TAV Variance							
				TAX SHIFT		INCREASE	
\$271,304	Min R						
	Min S						
	R TOV			\$ 149,148	\$ 1.26	\$ (1.26)	
	S TOV			\$ 122,156	\$ 1.24	\$ (1.24)	
	TOTAL			\$ 271,304			
Add impact of new AIM							
			SAVINGS				
\$ 622,000	Min R	\$ 147,413		\$ 117,698	\$ 1.26	\$ 1.59	
	Min S	\$ 113,968		\$ 122,421	\$ 1.70	\$ 1.58	
	R TOV	\$ 198,249		\$ 317,451	\$ 2.69	\$ 1.68	
	S TOV	\$ 162,371		\$ 415,867	\$ 4.22	\$ 1.65	
	TOTAL	\$ 622,000					
Loss of GURT							
			LOSS		INCREASE		
\$ 94,400	Min R	\$ 22,373		\$ 287,484	\$ 3.09	\$ (0.24)	
	Min S	\$ 17,297		\$ 253,686	\$ 3.52	\$ (0.24)	
	R TOV	\$ 30,088		\$ 545,788	\$ 4.63	\$ (0.26)	
	S TOV	\$ 24,643		\$ 602,881	\$ 6.12	\$ (0.25)	
	TOTAL	\$ 94,400					
Shift of Court Costs							
			SAVINGS				
\$ 115,000	Min R	\$ 27,255		\$ 237,856	\$ 2.55	\$ 0.30	
	Min S	\$ 21,071		\$ 215,318	\$ 2.99	\$ 0.29	
	R TOV	\$ 36,654		\$ 479,046	\$ 4.06	\$ 0.31	
	S TOV	\$ 30,020		\$ 548,218	\$ 5.57	\$ 0.30	
	TOTAL	\$ 115,000					

The Impact of Taking Aggressive Approach

The tax impact of the full consolidation using an aggressive approach outlined previously is shown in FISCAL IMPACT TABLE 4. Note – Table 4 was built using the low end of the projected additional cost savings (based upon Table 2 plus the savings identified in Part B), i.e. \$406,100, to be conservative.

FISCAL IMPACT TABLE 4							
Tax Impact Table -Full Consolidation AGGRESSIVE							
Net Annual Savings	Medina or TOV	Amount	2010 Tax Levy Affected by Consolidation	Estimated New Tax Levy	Estimated New Tax Rate	Tax Rate	Tax Rate Savings/\$1000 AV
Savings							
\$406,100	M in R	\$ 96,245	\$ 265,111	\$ 168,866	\$ 1.81	\$ 1.04	
	M in S	\$ 74,409	\$ 236,389	\$ 161,980	\$ 2.25	\$ 1.03	
	R TOV	\$ 129,436	\$ 515,700	\$ 386,264	\$ 3.27	\$ 1.10	
	S TOV	\$ 106,011	\$ 578,238	\$ 472,227	\$ 4.80	\$ 1.07	
	TOTAL	\$ 406,100					
Impact of Tax Shift - Villages to Town Due to TAV Variance							
				TAX SHIFT		INCREASE	
\$271,304	M in R						
	M in S						
	R TOV			\$ 149,148	\$ 1.26	\$ (1.26)	
	S TOV			\$ 122,156	\$ 1.24	\$ (1.24)	
	TOTAL			\$ 271,304			
Add impact of new AIM							
			SAVINGS				
\$ 622,000	M in R	\$ 147,413		\$ 117,698	\$ 1.26	\$ 1.59	
	M in S	\$ 113,968		\$ 122,421	\$ 1.70	\$ 1.58	
	R TOV	\$ 198,249		\$ 317,451	\$ 2.69	\$ 1.68	
	S TOV	\$ 162,371		\$ 415,867	\$ 4.22	\$ 1.65	
	TOTAL	\$ 622,000					
Loss of GURT							
			LOSS			INCREASE	
\$ 94,400	M in R	\$ 22,373		\$ 287,484	\$ 3.09	\$ (0.24)	
	M in S	\$ 17,297		\$ 253,686	\$ 3.52	\$ (0.24)	
	R TOV	\$ 30,088		\$ 545,788	\$ 4.63	\$ (0.26)	
	S TOV	\$ 24,643		\$ 602,881	\$ 6.12	\$ (0.25)	
	TOTAL	\$ 94,400					
Shift of Court Costs							
			SAVINGS				
\$ 115,000	M in R	\$ 27,255		\$ 237,856	\$ 2.55	\$ 0.30	
	M in S	\$ 21,071		\$ 215,318	\$ 2.99	\$ 0.29	
	R TOV	\$ 36,654		\$ 479,046	\$ 4.06	\$ 0.31	
	S TOV	\$ 30,020		\$ 548,218	\$ 5.57	\$ 0.30	
	TOTAL	\$ 115,000					

PART D

Implementation Considerations

Heightened shared services (over and above current shared services) and functional consolidations can be considered without fundamentally altering the Village and Towns' government. They can be pursued via inter-municipal agreements whether or not the community opts to pursue a new strategic direction – consolidation of all three governments.

Village Dissolution Alone Is Not Recommended

Under current legislation¹³, villages can proceed through a dissolution process in one of two ways: 1) through community petition signed by 10 percent of registered voters in the village, or 2) through a process initiated by the Village Board. Both methods would lead to a formal public referendum at which time only eligible voters within the Village would vote on the issue. Under either method, a full dissolution plan must be developed that outlines the full impact of dissolution on all personnel, assets, debt and local laws of the Village. The plan is developed at different points in the process depending on which method is used.

Village dissolution is typically sought to achieve two primary goals: lower taxes and more efficient use of community resources. But for the reasons outlined earlier (*see Page 1 of this report*) we do not recommend village dissolution for our community as an independent action. Rather, we believe that if the Village is dissolved, it should be in conjunction with a consolidation of the Village and two Towns into a single government.

Consolidation of Medina, Ridgeway and Shelby into a Single Town

The alternative to a village dissolution process is the municipal consolidation process. Whereas a village dissolution process involves only village voters, a full consolidation process would involve Medina voters¹⁴ and also Ridgeway and Shelby voters and assure that everyone in the community has a chance to participate.

Under current legislation¹⁵, the Village and Towns can proceed through a consolidation process in one of two ways: 1) through separate community

¹³ [Article 17-A](#), General Municipal Law

¹⁴ It is important to note that under this scenario, each Town's voters would include Village voters (who are also Ridgeway or Shelby voters) meaning that Village residents would actually get to vote twice under this scenario.

¹⁵ [Article 17-A](#), General Municipal Law

petitions signed by 10 percent of registered voters in both the Village and each Town, or 2) through a joint consolidation agreement developed and approved by the Village and both Town boards. Both methods would lead to a formal public referendum at which time eligible voters within the Village of Medina and the Towns of Ridgeway and Shelby would vote on the issue. Under either method, a joint consolidation agreement must be developed that outlines the full impact of consolidation on all personnel, assets, debt and local laws in both communities.

As previously noted in this report, full consolidation would make the community eligible for new AIM. It is important to note, however, that a consolidation of a village and two towns under this option cannot result in the elimination of the town structure. Towns are legally required under New York State law and thus a town must be the outcome of this type of consolidation process. The only other alternative would be consolidation of Medina, Ridgeway and Shelby into a city.

Consolidation of Medina, Ridgeway and Shelby into a City

Transitioning the municipal governing structures into a city represents the most significant possible change available to the community. If the Village and Towns pursue this together it would represent full consolidation and be eligible for increased state aid (new AIM). Other advantages include being able to retain gross utilities tax receipts and for the Town courts to become a New York State-funded city court. The Study Committee notes that achieving city status requires approval from the three local boards, then Orleans County, and finally from the NYS Legislature. The process would be time-consuming and complicated. Fortunately, the City and Town of Batavia are currently moving along a path for creating a city charter, so this would provide Medina, Ridgeway and Shelby valuable lessons about how to proceed to make success more likely.

Having the Village Pursue City Status on Its Own Is Not Recommended

The Village of Medina could choose to pursue city status without consolidating with the Towns but the study team finds potential negatives outweigh potential benefits. While turning the Village into a city could have two significant short-term benefits – potential to levy a sales tax¹⁶

¹⁶ Cities have the potential for more authority over the sales tax generated within their boundaries than do villages or towns. Cities can pre-empt the sales tax generated within

separate from the County and elimination of the Town tax in Medina – such a move would significantly hamper the sub-region.

We note that more than 40% of the taxable assessed value of each Town is in the Village of Medina. If the Towns lose the revenue associated with the Village, it would cause revenue redistribution and the TOV tax burden would increase significantly. The Study Committee finds that this type of action by the Village of Medina would eliminate existing goodwill, and severely hamper what the Study Committee believes is the top priority for the sub-region – a unified approach to economic development.

As the Economic Development sub-committee report (*see Appendix A*) clearly details, in order for the sub-region to thrive, the entire community needs an economic development strategy and updated comprehensive plan that involve a united community in responsible (smart) growth that can be sustained, with benefits shared by everyone. Put another way, economic development is critical to the community and its ability to continue to thrive and provide services for its residents in the future. For this reason, the Study Committee does not recommend that the Village alone pursue city status.

What Is Involved if the 3 Municipalities Jointly Pursue Consolidating into a City?

The process for transitioning the Village and Town into a city would involve the creation of a city charter commission. The commission would be made up of residents of both the Village and the Towns and would work through how to merge the three governments. The commission would be responsible to articulate how the new city would be organized and what form of government it would use. The charter would then have to be approved separately by voters in the Village and the Towns. The County Legislature would also have to approve a Home Rule message to submit to New York State. At the end of the process, both the Legislature and the Governor would need to approve creation of the new city. The entire process could take several years.

One creative option available to cities is dual-zone taxation. In New York State there are currently three cities with dual zone taxation and all have diverse land masses associated with them: Rome, Oneida and Saratoga

their boundaries and take up to 50% of that sales tax for their own general budget purposes

Springs. When these cities originally incorporated, they built into their charters the option for what can be referred to as “dual-zone” taxation. This allowed them to tax property owners in the more densely populated urban core differently than those who live in very rural settings within the boundary of the city being created. Thus, taxpayers outside the urban core who do not receive the same services are not subject to the same fees and taxation. (Example: in the 75-square-mile City of Rome, police is a service provided only to the inside zone.) However, planning, development, and service delivery are all centralized functions of one government and thus there is efficiency within the bureaucracy.

Potential Service Impact

In addition to the service impacts already discussed, there is one other potential service impact, but it is difficult to assess. Presently roads in the Towns of Shelby and Ridgeway and Village of Medina are divided according to responsible jurisdiction. For example, out of approximately 187 centerline miles of road in the entire sub-region, New York State owns nearly 30 miles

If the entire sub-region became a city, at least some portion of state roads could become the responsibility of the newly formed city. There are procedures in state law to petition and change this responsibility back to the State, but they would require approval at the State level before responsibility would change. Thus, it is not possible at this point in time to assess the cost impact, but there are likely cost increases for the local consolidated community.

Impact on the County

A transition of the Village and Towns to a city could potentially impact County taxes, and may also impact other towns that enjoy sales tax revenue as it is currently distributed by the County. In the event of pre-emption of sales tax by a new city, the County would have less revenue to distribute. With less revenue the County would have to increase its levy for County taxes, creating essentially a tax shift.

School District Issues

The effect on the school district depends on the mechanism used in the municipal reorganization and the demographics involved. Under Education Law 2(16)(b) and (c), when a new city is created, the school district that is not co-terminous with that city, but contains all of, or a portion of the city within, and a majority of the population of children, becomes by definition a city school district. This could mean that nothing happens upon incorporation of a new city regarding reorganization of the existing Medina Central School District. However, one issue that should be reviewed is transportation since city districts are not obligated to

transport children residing within the city but must transport children in the enlarged areas. Additionally, any school district wholly or partly within a city becomes subject to the 5% constitutional debt limit, as opposed to the 10% statutory debt limit that applies to non-city school districts. These and other school district issues would need a substantial review prior to any transition to city status. Education Law contains mechanisms to allow for this sort of transition, and public referendums would be required.

Civil Service Procedures

Civil service employees are afforded certain rights in the transfer of function should services consolidate between municipalities. The general rule of thumb is that if the same or similar service is performed to the benefit of the current municipality but the service is performed by a different municipality, the employees of the current entity shall be afforded the opportunity to work for the new entity. If the Village and Towns become a new town or pursue city status, the rule of thumb still holds.

Civil Service Law section 70(2) outlines requirements for the transfer of employees upon a transfer of function between municipalities. The Law also identifies the rights of those employees subject to the transfer and/or who choose not to transfer.¹⁷

If functional consolidations are pursued, the local municipalities need to work closely with their municipal civil services division to assure that procedures are followed. Current employees that are “substantially engaged in the function to be transferred” will be identified and placed on a list. The municipality receiving the function will be responsible to determine how many people will be hired to perform the consolidated function and with what titles. Titles in competitive classes will be ranked by seniority with priority given to employees with greater seniority. Positions will be filled using the list until it is exhausted and then the position(s) will be posted for new applicants.

In some cases, employees will not choose to transfer. If they so choose, their position will be recorded with the municipal civil service division and should the position/title become open again within the municipality currently losing the function, their name would appear on a list for priority consideration.

¹⁷ <http://www.cs.state.ny.us/pio/publications/consolidation-guide.pdf> - This guide produced by the Municipal Services Divisions of NYS provides an overview of the requirements for transferring civil service employees.

Employees discontent with their placement on a list may protest their placement (or lack thereof) on the list. There is a formal grievance hearing procedure that must be followed should this occur.

If employees are selected for transfer into the new consolidated single entity, the new entity may determine how to compensate employees for unused sick/vacation/personal time provided the arrangement is consistent with law. Salary, benefits, title and seniority will be determined as a result of collective bargaining agreements and New York State law.

Collective Bargaining Options

Together the three municipalities have agreements with five unions. The Village has separate agreements for police, fire and DPW non-supervisory employees. In addition, each Town has an agreement that covers its own non-supervisory Highway staff members.

In the case of functional consolidation, the municipalities are urged to work closely with their municipal attorneys to determine the impact of specific collective bargaining agreements in the event a function is consolidated. Per the options outlined in this report, the unions most affected would be those for Village DPW and Town Highway workers.

In the event of full consolidation into a new single entity, the Study Committee believes, based on available information, that existing collective bargaining agreements terminate when each municipality ceases to exist as a separate entity. However, there is a paucity of case law to support this generally held view. Under the general perspective, the new single entity would have the authority to set the initial terms and conditions of employment for the newly structured highway department. The new town or city may or may not be required to recognize an existing collective bargaining unit, but either way the employees that are transferred may choose to re-establish a collective bargaining unit after they have been hired by the consolidated entity. If employees demand a contract after forming a new unit, the new town or city may be required to recognize the unit and bargain in good faith to establish a new collective bargaining agreement.

Codes and Local Laws

Code enforcement officers in Medina, Ridgeway and Shelby report the zoning regulations of the three municipalities are fairly compatible as a result of developing their Comprehensive Plan together in 2001. The code enforcement officers, elected officials, and the Economic Development sub-committee all recommend that the Comprehensive Plan be revisited and updated. The Study Committee agrees.

If the three governments consolidate as either a town or a city they will also need to assess what happens to other codes and local laws. CGR developed an overview of codes and local laws as a starting point for this process. (See *Appendix C.*)

Real Property and Asset Options

The Building Usage sub-committee report (*see Appendix A*) recommends an approach for handling the major assets (e.g., administrative buildings, highway garages) and configuring municipal space in the event of heightened shared services or full consolidation into a single entity.

In the event of full consolidation, the new government would receive all real and personal property owned by the three municipalities. This would include land, facilities, capital equipment and related supplies (see the Study Committee's *What Exists Report.*) The exception would be Village of Medina firefighting assets in the event the consolidated entity is a town. In this case, Village firefighting equipment would be transferred as previously described in this report to a new Medina Fire District.

Fund Balance

As presented in the Study Committee's *What Exists Report*, as of May 31, 2009 the Village general fund had a balance of about \$407,000. The Town of Ridgeway general fund had a balance of nearly \$412,000 at year-end 2009, and the Town of Shelby general fund had a balance of nearly \$900,000 as of March 31, 2010.

Much like physical assets such as property and capital equipment, fund balance reserves would transfer, in the event of full consolidation, to the consolidated municipality unless otherwise designated in the consolidation plan. There are numerous options available.

- Combine the fund balances into a single reserve account, for use by the new consolidated government as needed;
- Use some portion of current fund balance in either or both entities to offset certain debt obligations prior to consolidation;
- Reserve some portion of current fund balance in either or both entities to be used specifically for “district-specific” investments in the consolidated municipality (i.e., Village fund balance gets invested in former Village area, while each Town fund balance gets invested in each former Town area); and/or
- Allocate equal or proportionate shares of unreserved fund balance to be used as a “seed account” in the consolidated municipality, to

ensure it begins its operations on Day 1 with a cushion to help guard against unforeseen financial demands.

Debts

As shown in the Study Committee's *What Exists Report* the Town of Ridgeway has no general fund debt. Both the Village and Town of Shelby do have general fund debts (e.g., Shelby Town Hall, Medina Clerk's Office). Village debt would be repaid by taxpayers within the former Village, and Shelby debt by taxpayers within the former Town if the three municipalities fully consolidate.

Any debt service for water and sewer customers will remain a burden only on users of those systems. Regardless of functional consolidation or full municipal merger, debt for those systems remains with the users of the systems.

Retiree Obligations

There would be no shift of the cost of retiree benefits if the three municipalities consolidate. Currently the three municipalities all have retirees receiving health benefits:

Village of Medina

- Four retirees currently receive free lifetime single coverage for health care. This is a general fund expense and costs \$7,200 a year per retiree or a total of \$28,800. This obligation remains an obligation of taxpayers within the boundaries of the former Village if the three municipalities consolidate.

Town of Ridgeway

- One retiree and his spouse currently receive health care benefits. Total current cost is \$10,650 annually. Of this amount, \$5,200 is billed to the Town general fund and \$2,725 each to the Town Highway and TOV Highway funds. If the retiree dies, the spouse would not continue to receive benefits. This obligation remains an obligation of taxpayers within the former Town of Ridgeway if the three municipalities consolidate.

Town of Shelby

- Four retirees and three spouses currently receive full lifetime health coverage. If a retiree dies, the spouse continues to receive lifetime health coverage. Total current cost is \$74,400 annually. (Note: the town is obligated, under terms of a contract at the time one retiree left employment, to offer a specific type of coverage if

requested. Total cost of the plan for this retiree and spouse accounts for about 50% of total current retiree costs for the Town.)

Approximately \$67,100 of the total is split between the Town Highway and the TOV Highway funds. The remaining \$7,300 is a Town general fund expense. Shelby's retiree obligation remains an obligation of taxpayers within the former Town of Shelby if the three municipalities consolidate.

PART E

Impact on Regional Fire/EMS/Ambulance Services

Since the Village of Medina Fire Department provides services within the Town of Yates and the Village of Lyndonville, the Study Committee summarizes the impact of changes described in earlier parts of this report on these two areas of the region, which are located outside the study area.

Fire / EMS Services

The Village of Lyndonville Fire Department provides fire protection and EMS services to the Town of Yates and Lyndonville. The Orleans County Mutual Aid Agreement, which was put in place many years ago, allows fire departments to not only call for assistance from other departments, but also allows for departments to pre-set mutual aid upon original dispatch and have equipment respond immediately. Under this arrangement, if there is a report of a structure fire in areas covered by the Lyndonville Fire Department, the Medina Fire Department automatically responds.

- If Medina, Ridgeway and Shelby governments remain separate, there will be no change from what is described above.
- If the three municipalities consolidate as a town, a new Medina Fire District would become responsible for automatic response in the event of a structure fire in the areas served by the Lyndonville Fire Department.
- If the three municipalities consolidate as a city, the new city's fire department would become responsible.

Under either the town or city scenario, continuing service to the Lyndonville and Yates areas would be easily accomplished by updating Orleans County dispatch records.

Ambulance Service

The Medina Fire Department has provided ambulance service to residents of the Village of Lyndonville and the Town of Yates since July 2007. Village and Town officials told the study consultant they are happy with the ambulance service provided.¹⁸

- If Medina, Ridgeway and Shelby governments remain separate, there will be no change in ambulance service for the residents in Lyndonville and Yates.
- If the three municipalities consolidate as a town, a new Medina Fire District, which would be under contract to provide personnel for a new independent ambulance service, would be responsible for providing ambulance service to Lyndonville and Yates residents. That means the residents of these areas of the region would see no change in ambulance service. However, since an ambulance district would also be established under a town scenario, there would need to be an agreement about any obligation that Yates/Lyndonville would have in the event ambulance revenues fall short of the cost of providing the service.
- If the three municipalities consolidate as a city, the new city fire department would provide the same fire and ambulance services to Lyndonville and Yates that are now provided by the Medina Fire Department. As with the town option, there would need to be an agreement about any obligation that Yates/Lyndonville would have in the event ambulance revenues fall short of the cost of providing the service.

NOTE: Appendices (A-E) of this report follow and are also available electronically.

www.cgr.org/medina-ridgeway-shelby

Click on “Documents” page

¹⁸ Medina’s ambulance service is to residents, not to the municipalities.

APPENDIX A

Sub-committee Reports

DPW / Highway Sub-Committee

Medina-Ridgeway-Shelby Study

3-7-11

Sub-Committee Members:

Lawrence Fox (chair), Patty Blackburn, Merle (Skip) Draper, Adam Tableski

Others Who Contributed:

Ed Houseknecht, Gary Blackburn

Center for Governmental Research (study consultant)

Introduction

After reviewing options for DPW/Highways, we believe that dissolving the Village while leaving the Towns intact would complicate serving the community efficiently, while combining only the two Towns and leaving the Village intact wouldn't offer enough opportunity for savings to convince voters to approve a merger. We have concluded there are only two viable options that should be pursued: a) capitalize on additional shared service opportunities or b) integrate all three municipalities into a single entity. Whether that single entity should be a town or a city is a decision we leave to the full committee since there will be other factors than DPW / Highway that would impact this decision. Thus, in this report we talk about our recommended approaches under the two headings of "heightened shared services" and "single entity." For either approach, we recommend organizing on a functional, rather than a geographic basis.

Factors We Considered

- 1) Of the \$12.1 million budgeted by the three communities for FY 2010, more than 22% (about \$2.7 million) is for DPW / Highways¹. This does not include staff time budgeted to employees' water and sewer-related responsibilities. Even without accounting for them, this service area represents the single largest expenditure area for the overall community. Thus, it is the community's largest area of opportunity to explore for potential future savings.
- 2) Based on FY 2010 budgets, it costs nearly a quarter million dollars (\$245,126) to cover salary and benefit costs for the three superintendents serving Medina, Ridgeway and Shelby. By way of comparison, all department heads in the City of Rochester, including the head of the Department of Environmental Services (DES), fall within a salary bracket that pays between \$92,000 and \$118,000. Rochester estimates benefits at 47% on top of salary, bringing the range for salary plus benefits to \$135,240 – \$173,460 for the individual responsible for Rochester's DES operations. The Medina / Ridgeway/ Shelby community

¹ In the baseline "What Exists" report describing Table 16, it was noted that benefits costs might be understated. Further examination shows that longevity pay in Ridgeway (\$300 annually after 15 years service) and highway staff clothing allowances (\$150 a year in Ridgeway and \$300 a year in Shelby) were not listed under fringe benefits but were included in other Highway expenses. Thus, the \$2.7 million total is the appropriate total.

serves fewer than 12,000 residents, while the City of Rochester serves approximately 200,000.

- 3) Overtime for DPW / Highway staff costs the overall community nearly \$61,700 if overtime expenditures budgeted to water and sewer are excluded. Overtime costs rise to \$73,600 if they are included.
- 4) A key factor driving OT costs is winter weather. In snowy conditions, it is likely both Towns have a machine equipment operator (MEO) arriving by 2 a.m. or 2:30 a.m. on most days for “snow watch.” It is not unusual for an MEO on snow watch to work up to a 13 hour day, which includes OT. For winter 2011, Medina had introduced a pilot whereby a DPW staff member arrives at 2 a.m. for a regular shift, thus allowing the Village to pay no OT for snow watch duties in Medina. Committee members suggest expanding this approach to the Towns. Staff members on duty for the early shift would have assigned tasks, and responsibility for the early shift could rotate between communities.
- 5) There are service advantages to having specialists in particular areas (e.g., water and sewer maintenance). Because each municipality’s workforce is small, with few exceptions, almost everyone does everything. Organizing on a functional basis, rather than a geographic one, should result in better service (i.e., staffing water / sewer function with personnel who wish to do water /sewer maintenance), and better backup capability (e.g., more than one staff per municipality with required certifications). Administrative tracking of expenses – and subsequent targeting of key areas for improvement – is also easier when personnel are assigned on a functional basis. For example, at least one municipality assigns most MEO work hours to snowplowing during winter months regardless of where their time is spent.
- 6) Organizing on a functional, rather than a geographic basis, would make it possible to use DPW/Highway facilities to greater advantage and equipment with more flexibility. For example, under the current arrangement it is not possible to have two garages and a single maintenance facility, which the committee believes would streamline operations for the community overall. To give another example: there is a section of the Village on one side of Horn Road that has no curbing that could more efficiently be plowed by Ridgeway – as a result of location and equipment – than by Village DPW. Since it is a part of the Village, that section is plowed by the Village. DPW
- 7) We assessed current major equipment to determine what pieces of equipment might not be needed and weather auctioning some equipment was more valuable to the community than keeping these pieces as backup equipment that could provide a consolidated highway function with greater flexibility.
- 8) The information in the “What Exists” reports leads us to believe that water billing should be consolidated. The Village has 2,340 water customers, and although each is billed quarterly, groups of customers are billed on a rotating basis. Thus water billing in the Village is an on-going process throughout the year, largely handled by a single fulltime water clerk, with some very limited assistance from other staff. Ridgeway has 960 water customers and Shelby has 650 water customers and each Town bills water customers four months of the

year. Three different staff members in the Towns juggle water billing with their other responsibilities, since water billing does not take all of their time.

Recommendations for Heightened Shared Services Approach

A. Have a single water / sewer department

Recommendation for Water Operations: Have 1 water / sewer lead employee, who oversees 2 staff members. If there is a need (e.g., major water main break) deploy other DPW / Highway staff, as appropriate. Target the pay scale for this work differently than for other DPW / Highway work so that personnel who want to do this work, and have or want to earn the appropriate licenses and certifications, will apply. The Committee believes that the Village water reader would be able to handle water meter reading for the Towns as well as the Village, given greater emphasis that has been placed in recent years on radio read systems.

Recommendation for Water Billing: Consolidate water billing in the Village, allowing the Towns to save more than they currently spend for water billing services. The Village, in turn, should realize additional revenue over and above the cost of providing the service because it should apply the same staggered billing procedures for Town water billing customers that it now employs for Village customers. This approach also will eliminate duplicate water billing record keeping in Shelby, which is currently both electronic and manual, and build in backup capability within a single centralized system.

B. Have a Scheduled Early Shift in the Winter Season

Recommendation for Early Shift: During the winter season schedule a total of 1-2 MEOs (instead of 3) across Medina-Ridgeway-Shelby for an early shift on straight time. Staff on this early shift would have assigned tasks, including snow watch across the community, and would go home at the end of 8 hours unless needed to work overtime for snow removal duties. Schedule this early shift during the winter season and rotate responsibility between governments. One option would be a weekly rotation but other options can be considered.

C. Investigate cost savings potential of outsourcing mowing

Rationale: Some 20 years ago, the Village, which had been spending \$64,000 a year on mowing (e.g., cemeteries) outsourced this service and reduced its cost to \$38,000. Although costs have risen over time, the Village has continued to see a savings over the alternative of having Village staff do the mowing. Ridgeway, on the other hand, is paying relatively high paid MEOs to do mowing in its cemeteries since it has no seasonal labor force.

Recommendations for a Single Entity Approach

The sub-committee finds that all of the advantages of the heightened shared services approach could be integrated into the single entity approach. However, we identify the potential for additional beneficial changes, as follows:

A. Optimize facility usage

Approach: In assessing optimal facility usage, the sub-committee considered the need to be cognizant of the community's potential future needs related to water while also making the best use of existing DPW / highway facilities. Currently, the entire community makes use of a three million gallon water storage tank located on the east end of the Town of Shelby that was constructed in the late 1950s.² Although there are no current talks underway to build a new water storage tank, there has been discussion by community leaders in the past about adding a four million gallon tank at the Shelby highway site, which is located on the west end of Shelby. Doing so would boost the community's water storage capacity from about three days to approximately a week. Why this discussion? Because the community's main transmission line is 40 years old and is a specialty main. Should there be damage to the line, supplying the parts could be an issue.³

Based on the What Exists Report (see "Village DPW and Town Highway Departments"), our sub-committee considered such factors as distance between facilities; age and condition of facilities; potential to accommodate existing rolling stock and other equipment; potential expansion at the sites; opportunities to enhance operations without increasing costs; and more. Based on our review, our sub-committee recommends the following facility configuration:

Facility Recommendations

- Keep Shelby highway garage facilities
- Keep Ridgeway highway garage facilities
- Turn Medina's large DPW building into the maintenance barn for all vehicles and rolling stock for the three governments, not only for DPW and Highway equipment, but also police, publicly-owned fire and ambulance rolling stock. Medina's large building has a heated portion, because it must have a heated space for a sewer truck, and a custom maintenance bay could be created in the heated area.
- Keep Medina's two-year-old salt storage facility since the Towns use a different sand/salt mixture.

B. Maintain Existing Major Equipment / Sell Only Small Duplicate Equipment

² Ridgeway does have a 300,000 gallon tank but its purpose is primarily to maintain pressure, rather than water storage.

³ An agreement exists for the ethanol plant to shut down temporarily if there is a water outage where existing storage might become inadequate.

Approach: The three departments are collectively responsible for 120.6 miles of municipal roads, plus handle snowplowing for 36 miles of County roads and 30 miles of State roads. To identify the optimal use of equipment would require knowing the number of hours each piece of equipment is run annually. That information is not currently kept by any department, but could be if the single department had consolidated administrative leadership with dedicated clerical support.

Equipment Recommendations

Based on our review of available equipment inventories, site visits, and what is currently known through interviews with knowledgeable individuals, we recommend the following regarding equipment.

- *Small compact wheel loader at Village compost plant.* Keep it at current location but make it available for use in other places. Keep the remaining two loaders for community use. Although the potential exists to auction one of these remaining loaders for an estimated \$35,000, the sub-committee recommends keeping it to provide better community backup and flexibility.
- *Village sweeper.* Keep it because it is needed in the Village.
- *Three large wheel loaders, one in each department.* Only need one in each of the proposed highway garage sites (Shelby and Ridgeway). Medina has just purchased a new large wheel loader. We would recommend keeping this loader. In our sub-committee deliberations we noted that Shelby has the oldest loader but it is larger than either Medina's or Ridgeway's. The sub-committee considered putting the Shelby and Ridgeway loaders on the auction block and using the proceeds to buy one new wheel loader to give the community two good loaders at two main sites. However, after additional consideration, we recommend keeping the three large wheel loaders we now have to provide both flexibility and backup.
- *Tree trimming trucks.* Medina has a 2005 truck in decent shape, and we recommend keeping both that truck and a smaller bucket truck. There are lots of uses for the smaller bucket truck (e.g., street lights, building maintenance) that could extend community-wide.
- *Dump trucks.* There are now three in Medina, four in Ridgeway (plus an old 1993); and four in Shelby. Keep all of these trucks. They all have plow routes.
- *Graders.* Currently there is one in Ridgeway and one in Shelby. One would be needed for the overall community. Keep the newer grader (i.e., Ridgeway's is newest and is set up for snow removal). The sub-committee estimated that potentially an auction could provide the community with \$30,000, maybe more depending on the condition of the equipment, but does not recommend taking this step. Again, we believe the equipment has more value in terms of flexibility and backup than the \$30,000 an auction could provide.

- *Wheel backhoes.* Keep the current inventory of wheel backhoes.
- *All other equipment.* There is a significant amount of other equipment that could have some value if sold. Assess it, and determine what to keep. For example, in a single entity approach there is no need, in terms of water equipment, for Medina, Ridgeway and Shelby to each have three or four pumps. We estimate \$10,000 - \$20,000 could be realized from the sale of some incidental equipment.

C. Structure staffing on a functional, not a geographic basis

Staffing Recommendations

Based on our review, and interviews conducted for the What Exists Report, we recommend the single entity have:

- Appointed Commissioner (or superintendent) of Public Works with qualifications spelled out. This would be a managerial position.
- Two working deputies (if commissioner on vacation, one takes on administrative function, other oversees all operations). Commissioner/ superintendent determines how to deploy them. Alternative option: one working deputy.
- One water / sewer lead person, who would oversee two other employees (with other staff deployed to water function on an as needed basis).
- One chief of maintenance + 1 mechanic (deploy mechanic elsewhere if not busy)⁴.
- Rest of non-clerical staff are MEOS (unless listed as laborer or seasonal staff) and the sub-committee recommends all remaining MEOs be retained.
- One fulltime clerical staff member who would work directly for the Commissioner.

Note: Providing regular clerical support for DPW / Highways would allow for managing this functional area more effectively and efficiently. There are numerous advantages that can occur if one designated fulltime professional provides administrative support to the Commissioner/ Superintendent. We do not believe the current staffing arrangement enables optimal improvements in DPW / Highway administration. Given the size of the budget for this functional area, dedicated support would be wise.

D. Take Two Other Steps

Recommendation Regarding Equipment Tracking

⁴ For reference purposes, Orleans County has four fulltime people in maintenance (two leads plus two mechanics) and they take care of all highway equipment, OTS buses, sheriff's equipment, and other county departments' rolling stock.

- Better track equipment needs / usage (e.g., fuel, mileage). This will inform decision-making about future equipment purchases. The real cost savings for equipment will come in future years, when the department is structured and staffed to know exactly what equipment it is using and for how many hours.

Recommendation Regarding CHIPS

- Consider whether there is potential for CHIPS monies to be used with more flexibility to provide greater value to the overall community. Currently all three local governments utilize their CHIPS revenues from the state (which totaled about \$275,000 for FY 2010) for materials only. When a community undertakes a road project using CHIPS revenues, the project has to have a 10-year life. While the communities cannot receive more than their apportionment, they could track and bill for labor as well as materials. Thus, when a contractor charges for a first progress payment, the community could request state reimbursement for both materials and associated labor immediately. The result would result in quicker return of dollars to the community, and likely added interest income due to banking reimbursements earlier. Currently, we believe, advantages of utilizing this approach could most benefit the Village, since it has more major projects than the Towns.

Fire / Ambulance Discussion Paper

Medina-Ridgeway-Shelby Study

3-24-11

Author

Center for Governmental Research (CGR) - study consultant

Sub-committee members:

Howard Watts, Jeff Tousaint, Ann Bunch, Robin Gardner, Andrew Meier

Introduction

CGR sees three viable fire / ambulance options open to the Medina-Ridgeway-Shelby community given consensus within the full study committee that there should be:

- Either 3 governments or a single consolidated entity
- No change to the boundaries defining the areas served by the four existing fire services serving the greater community

In this report we briefly outline what currently exists, define key terms used in the report, and briefly describe each option.

What Exists

Village Fire Department: The Medina Fire Department began providing ambulance services to residents in the Villages of Medina and Lyndonville and the Towns of Ridgeway, Shelby and Yates and mutual aid to other areas in the region in July 2007. Previously, ambulance service was provided by a private company. Before taking on provision of ambulance service the Medina F.D. had seven fulltime career firefighters plus volunteer callmen to provide fire protection in the Village. Today, due to a federal grant, the Village has 13 paid fulltime career firefighters, who provide fire services in the Village and ambulance service to residents in the larger region. The terms of the federal grant require the Village to maintain the new positions through 2010-11. The number of active callmen in the Medina F.D. in fall 2010 was 28. Callmen receive stipends from the Village. In fiscal year 2010 the budgeted Fire Department expenditures were \$1.2 million. The net cost of the department, after accounting for ambulance revenues of about \$766,000, was nearly \$453,000.

Ridgeway TOV: The Town-outside-Village constitutes one fire protection district. The Ridgeway Volunteer Fire Company, an independent, privately incorporated volunteer fire company, contracts with the Town to provide service in the area.

Shelby TOV: The Town-outside-Village constitutes one fire protection district. The TOV is served by two independent, privately incorporated volunteer fire companies and Shelby signs one contract with the companies, dividing payment based on the size of each company's coverage area. The Shelby Volunteer Fire Company receives 70% of the contracted amount, the East Shelby Volunteer Fire Company 30%.

Definition of Key Terms

A fire district is a separate unit of local government that is established for the purpose of providing fire protection and response to emergencies. A fire district is overseen by an elected board of commissioners composed of five members serving five-year terms. A town board may establish a fire district on its own motion or upon receipt of a petition from owners of at least 50% of the resident-owned taxable assessed valuation in the proposed district.

A fire protection district is a geographic service area within a town, established for the purpose of fire protection. Towns contract for fire protection services within these districts at the expense of the property owners in that district. The contract may be with a city or village fire department, a fire district, or an independent fire company.

Option 1 – *Applicable for 3-Government Structure*

Keep the current Village fire department, which also provides ambulance services to the region

The size and makeup of the department (number of firefighters / emergency medical services personnel) is a management decision to be made by the Village Board.

Option 2 – *Applicable for Single Entity Approach in Which New Government is a Town*

Create a fire district for the area within the current Village boundaries, create a not-for-profit ambulance service to serve the region, and create an ambulance district in the new town.

Key points regarding this option:

- NYS law does not allow a town to operate a fire department¹.
- If the municipalities were to consolidate as a town, the assets of the Medina Fire Department would need to be transferred.
 - If these assets were sold to a non-municipal entity they would have to be at fair market value, per NYS law.
 - The sub-committee considered having the town create a Medina fire protection district to be served by a nonprofit independent fire company²,

¹ For a town to operate its own fire department would require securing special legislation from NYS.

² Plus a separate town ambulance department with paid staff

but rejected this approach because of the “fair market value” provision noted above.

- We recommend a fire district, which is a municipal entity, be created to encompass the area now bounded by the Village of Medina if the consolidated entity is a town.
- We note that the recommended approach below takes into account the fact that a fire district cannot bill for ambulance service.
- The recommended approach is an outline of what could happen, but there is flexibility within the structure, based on options available under NYS law.

Benefits:

Although the process described below initially appears daunting, it is largely a legal process. Once steps are taken to put everything in place on paper:

- The overall system does not have to cost more than it costs today – and in time, with streamlining, there is potential for cost savings.
- Fire service boundaries for the four fire departments currently serving Medina, Ridgeway and Shelby would remain the same. However, if consolidating services in the future is desired, opportunity exists to do so (e.g., through expansion of the fire district).
- How residents in the Village currently access fire services and how residents in the western region of Orleans County currently access ambulance service would not change.
- The existing staff and assets of the Medina Fire Department could remain in their current location.
- The retirement benefits of the paid career firefighters in the Village would be protected.
- In NYS, only a Village can provide stipends to volunteer firemen, but a fire district could instead make contributions for the volunteers to the state retirement system via the state’s Length of Service Award Program (LOSAP).
- There could be non-municipal employees of the ambulance service if, as recommended below, there is not-for-profit ambulance service. This would provide more flexibility regarding future staffing than exists today.
- Depending on how everything is ultimately structured, concerns about liability for the new consolidated town regarding fire service in the Village and for providing the regional ambulance services could be eliminated. Creating a fire district and a not-for-profit ambulance service can shift liability for delivery of these services from the new town to these entities.

- Third-party billing for ambulance service, which is the current practice, could continue.
- Instead of having the cost of fire service to the Village and the cost of providing ambulance service to the region bundled as part of the Village of Medina general fund, the recommended approach would clearly account for what each service costs.
 - Residents of the Village would be taxed for fire service exactly the way residents in the Town-outside-Village in Ridgeway and Shelby are currently taxed – as a separate line on their tax bill.
- If there is a difference in the revenues provided by offering ambulance in the region, and the cost to provide that service (something that is not known today), any additional tax could be borne by taxpayers across the town and not just by the Village of Medina. Based on experience in other towns, the resulting tax is likely to be no more than pennies per \$1,000 assessed valuation.
 - The ambulance district tax, if there is one, would appear as a separate line on the tax bill.

Recommended approach has 3 parts:

PART #1: FIRE

- At the time a consolidated town is created, create new Medina Fire District that conforms to the boundaries of the existing Village. This process would involve a public hearing. In addition, there would need to be an election of the Medina Fire District Board after the first board is created by the town when starting the district.
- Transfer paid career firefighters to the Medina Fire District.
- Transfer retirement benefits for firefighters from the old employer to the new employer, which is permissible under NYS law. Various options can apply.
- Transfer for \$1 the Village’s fire fighting assets to the Medina Fire District.
- Since the new consolidated town would own the building (“City Hall”) in which the Medina Fire District would be located, it could lease space to the fire district for a nominal amount (e.g., cost of operating the space).

PART #2: AMBULANCE

- Create a not-for-profit ambulance service.
- Transfer operating authority to provide ambulance service from the Medina Fire Department (which has authority to serve the Towns of Ridgeway, Shelby and Yates) to the not-for-profit ambulance service. The transfer process is a relatively simple process.

- Transfer Village ambulance assets to the new town for a nominal amount (e.g., \$1).
- Have new town contract with the not-for-profit to provide ambulance service within the town. One of the provisions of the contract could call for ambulance assets to be leased by the town to the ambulance service for a nominal amount (e.g., \$1). One of the other provisions would address what would happen with net operating revenues should the ambulance service generate revenues in excess of operating expenses. Legally permitted uses would include capital replacement costs (such as replacement ambulances) and other capital expenditures for the ambulance service.
- The ambulance service contracts with the Medina Fire District to provide personnel for the ambulance service.
- The ambulance service oversees billing (via a third party service) and is accountable to the town, via its contract with the town, for revenues and expenditures associated with the ambulance service.

OVERLAY OVER THESE 2 PARTS

- Create an ambulance district
 - District's purpose, if needed, would be to generate taxes to cover the difference between what it costs the town to provide the ambulance service and the revenues that come in to support it. There would also be an inter-municipal agreement with the Town of Yates regarding its financial share of covering any losses.
 - *Note:* An ambulance district is akin to a water district, not a fire district. In other words, it is not an independent body. Control would be in the hands of the new town, and the new town would set the tax rate for the ambulance district.
 - If the ambulance service generates extra revenue, over and above what it costs to operate the service, there will not be a need for an ambulance district tax.
 - *Note:* By virtue of several NYS Comptroller opinions, there is a limit to the use of net operating revenues. They cannot be used to offset general operating expenses of the town. However, there will be capital replacement costs that will need to be planned and executed, such as when ambulances need replacement, together with other possible capital improvements for the ambulance service. The net operating revenues in the ambulance service can be used for these purposes.

Regarding Option 2, CGR provides additional relevant information:

- To transfer ambulance operating authority, as described above, costs \$3,000 - \$5,000.

- One-time legal fees to make the changes recommended above are estimated at \$25,000 to \$30,000.
- As part of making the changes, elected leaders may wish to consider having a staffing study done. One approach could be to mirror the recent staffing study in Albion, which involved both the Village of Albion Fire Department and the volunteer ambulance service known as COVA (Central Orleans Volunteer Ambulance).
- To assist with making this transition, the field office of the Bureau of EMS-Operations would be helpful. The person serving the Medina area (James Mihalko, 716-847-4643) is based in Buffalo.
- Utilizing an attorney skilled in conducting municipal transitions for fire and ambulance services and who also knows public health law is recommended.

Option 3 – *Applicable for Single Entity Approach in Which New Government is a City*
The existing Village Medina Fire Department becomes a city Fire Department per a new city charter. Operating authority for the ambulance service could be transferred from the Village to the city Fire Department.

Cost of transfer would be between \$3,000 and \$5,000. Residents would see no change in how they receive and pay for ambulance services. In addition, the city could have an operating agreement with the three existing independent fire companies (Shelby, East Shelby and Ridgeway) regarding which company responds and when. This model could follow one that exists in Rome, which contracts with two volunteer companies in the outlying areas of the city because they can typically respond faster. Once the Rome FD arrives on scene, the Rome FD takes over.

Regarding Option 3, CGR provides additional relevant information:

- A new city charter would need to be approved by the State Legislature
- How fire services would be provided would only be one component of a city charter presentation
- The new charter could embody within it existing relationships re: fire services

Economic Development Sub-Committee Report

Medina-Ridgeway-Shelby Study

3-3-11

Sub - Committee Members:

Charlie Slack (chair), Jeffrey Toussaint, Merle (Skip) Draper, Nathan Pace, Andrew Meier, Nelda Callard

Others Who Contributed:

James Whipple and Gabrielle Barone, Orleans County Industrial Development Agency
Center for Governmental Research (study consultant)

Introduction

Streamlining government and making it more efficient is the focus of four of the five sub-committees that have been working on various aspects of the shared services / Village dissolution / Town merger feasibility study for Medina, Ridgeway and Shelby. The economic development sub-committee's task is different because it is the only sub-committee primarily focused on positioning the overall community to grow.

Creating a positive economic development climate is essential if we hope to enhance our community's ability to attract industry and business that can provide more jobs, lighten the tax burden, serve as catalysts to drive up the value of our housing stock, and help us reverse a 20-year trend whereby our community's overall population has slowly declined every year since 1990.

Many factors already contribute to making our community one that is attractive to those looking to develop new business opportunities. They include:

- Being within a special 30-mile zone that is measured from the New York Power Authority (NYPA) switching yards in Lewiston in Niagara County to roughly the location of the Western New York Energy plant (the ethanol plant) in the Town of Shelby. Being in this zone allows companies seeking to develop in the area to be considered for low cost hydro power. The 30-mile arc takes in portions of Erie, Niagara and Orleans counties, including significant portions of Medina, Ridgeway and Shelby.
- A downtown that is a community asset. Medina's Main Street Historic District, consisting of more than 50 buildings, is listed on the National Register of Historic Places.
- Our location between Buffalo and Rochester, since expanding companies need to educate and train a workforce.
- Interest by some prospective developers in utilizing the rail opportunities now available in our community or building a relationship with the ethanol facility.

- Existence of infrastructure to meet water and sewer needs.
- Land mass, particularly in Medina and Shelby that is suited to industrial development, located in the area bounded primarily by Bates Road, the Maple Ridge corridor, and Routes 31 and 31A. Land located across from the Medina Business Park (the “Keppler property” in Shelby) has recently been rezoned to accommodate industrial development. In addition, some land parcels in Ridgeway along the rail line have also recently been rezoned industrial.

Issues & Concerns

Our economic development efforts as a community have been hampered for many years. Problems have arisen due to having multiple local governments in our community that each seek to protect the interests of taxpayers in their own segment of our overall community.

Our specific concerns are these:

- We do not have a community approach to development, but a “piecemeal” one. We negotiate infrastructure issues one project at a time, which takes time, contributes to community rancor, frustrates developers, and can lead to developers pitting one community (ours) against others (e.g., different communities in Niagara County). Today, we have areas rezoned to attract potential developers but we do not have agreement on how we would service them.

Our piecemeal approach to economic development has primarily affected the Village and Shelby, which have more land mass available for development than Ridgeway. However, with property recently rezoned for industrial use in Ridgeway, all parts of our community have a vested interest in how we approach future development.

- Development along the Maple Ridge corridor has been particularly contentious in the past, due to questions about whether parcels in Shelby proposed for specific projects would need to be annexed by the Village in order to obtain water and sewer services. For at least the past eight years – concerned about the ongoing costs associated with its aging water system and other tax –related issues – the Village’s policy has been to deny extending water or sewer services outside its boundaries without annexation.
- Although there have been exceptions by the Village to provide water service to businesses and industries in Shelby (e.g., Western New York Energy) the process has often involved time consuming negotiations, which is frustrating to businesses seeking to meet their own, often aggressive, timelines.
- The water the Village supplies within its boundaries and to out-of-district customers is from the Niagara County Water District (NCWD). The long-term agreement is an exclusive one, and requires the Village to pay twice as much for the water it sends to users outside its area (\$1.50 per 1,000 gallons instead of \$.75 per 1,000 gallons). To cover its costs, and provide for the on-going operation and maintenance of the water system, the Village charges 1.6 the Village rate for TOV water usage. This is accepted

practice in the community. What has changed in recent years, however, is the existence of a heavy water user outside the Village boundaries.

The Village has a special agreement with the ethanol plant, which opened in 2007. Briefly stated, the ethanol plant follows the TOV rate schedule until it reaches about the 9 million gallon mark, at which point the markup to cover Village costs drops significantly. According to Village records, over a recent four-quarter period, the ethanol plant used about 143 million gallons of water. The plant paid the Village nearly \$303,000 for this water, but \$214,000 (71%) of the amount paid by the ethanol plant went to the NCWD.

The existence of the Village-NCWD agreement, and the potential for other heavy water users in the TOV in the future, makes it prudent for the community to explore its options, including assessing what impact consolidating into a single entity would have on this agreement.

- In general, the most significant barrier to improving our economic development climate has involved the provision of sewer service outside the Village boundaries. The only property in Shelby with sewer service is BOCES. The only locations in Ridgeway with this service are Brunner International and the hamlet of Knowlesville. Sewer service in Knowlesville, however, involves only the treatment of grey water. Thus, in the Towns outside-the-Village (TOVs), the only properties that are not on septic are BOCES and Brunner. That means that major businesses, including the ethanol plant, are on septic systems despite the existence of sewer infrastructure within our community.
- Our community has sewer capacity we are not currently using. The Village's treatment plant is designed for a capacity that exceeds 4 million gallons per day (MGD). Its current permits, however, allow for a maximum capacity of 4 MGD. As the information below (provided by the Village) shows, usage is far below that level.

**Monthly Flow Average 2010
MGD**

Jan.	1.99
Feb.	1.24
March	2.72
April	1.56
May	1.44
June	1.64
July	1.39
Aug.	1.27
Sept.	1.2
Oct.	1.78
Nov.	2.11
Dec.	2.63

Our Approach

The sub-committee includes six members – three elected officials and three who are not elected officials. We also invited representatives of the Orleans County Industrial Development Agency (IDA) to join our discussions. Our meetings began in fall 2010. Prior to our meetings a small group of elected and non-elected representatives from the Village and Shelby had agreed on an outline of the water and sewer issues that need to be resolved in order to avoid future contentious debate over proposed projects. The document they developed was, in essence, an agreement to agree, but the outline had not been formally endorsed by the Village and Shelby boards.

The sub-committee's discussions ultimately led to meetings between the IDA and representatives of the Village and Shelby. Since those meetings, which were held separately, both the Village and Shelby boards have approved the attached memorandum of understanding (MOU). This MOU establishes the framework for further discussion that we recommend result in the following:

- 1) A legally executed agreement (*foundation agreement*) that addresses in detail how and at what cost Shelby can access sewer and water services and, among other matters, addresses who is responsible for engineering, connections, infrastructure, etc. The foundation agreement would allow Shelby to purchase a percentage of sewer capacity from the Village. The concept is modeled after an approach that currently exists between the City and Town of Batavia.
- 2) The foundation agreement would lead to a second legally executed agreement between Shelby and the developer, known as the *developer agreement*. This agreement would be used by the IDA when asked by prospective developers about cost and procedure to access sewer/water services in the Shelby TOV. It is our expectation that the developer agreement, in turn, will detail how Shelby will provide sewer/water services to the project developer – and also at what cost and under what terms and conditions.

Once the Village and Shelby have reached final agreement, identical foundation and developer agreements should be executed for Ridgeway.

What Else Did Our Sub-Committee Consider?

Planning / Zoning / Code Enforcement

As part of addressing the need for an economic development strategy that markets Medina-Ridgeway-Shelby as one community, our sub-committee discussed the potential to streamline our planning and zoning process, and potentially our code enforcement process. Our study consultant (CGR) identified five combinations (including either multiple towns, two towns and a village, or a town and village) in New York State with either joint planning and zoning boards of appeals or joint zoning boards. Many communities in the state have one office providing code enforcement services for an entire community, often with reimbursement to one municipality by another for providing the service. We endorse a streamlined planning / zoning / code enforcement process for Medina, Ridgeway and Shelby.

We note the following per the Medina-Ridgeway-Shelby community's current situation regarding zoning and planning:

- In 2001, a Comprehensive Plan was jointly developed by the Towns of Ridgeway, Shelby and Yates and the Villages of Medina and Lyndonville. The goal was to complete the process all the way through development of zoning and sub-division regulations. Some communities have moved forward on their own (e.g., the Village of Medina), while others have not. The original goal was to have had a "standard" approach, which would help streamline the process whenever developers look to expand in western Orleans County.
- Medina, Ridgeway and Shelby elected officials and code enforcement officers agree that the Comprehensive Plan is outdated and needs to be updated.
- The IDA points out that having a current Comprehensive Plan allows the community to "score higher" when our community is among a number being scouted for business or industrial development. Having a streamlined planning and zoning process, and eliminating the need to go to multiple planning and zoning boards for approval, could potentially serve to make our area even more attractive.
- The sub-committee recommends elected officials move to update the Comprehensive Plan and asks that the full committee provide input on the concept of having joint planning and zoning boards and code enforcement operations. Our sub-committee is assessing whether additional information is available regarding these options.

Sales tax apportionment

We examined the current method of allocating sales tax (using taxable assessed value) in Orleans County and whether it would make a difference if sales tax were allocated based upon population. Examining the 2011 sales tax apportionment, we found it would make no difference to the Towns whether the sales tax is apportioned using taxable assessed valuation or population. We did identify a side issue for the Village. According to 2008 Census estimates, the Village includes 52% of the population of the two Towns, but using taxable assessed value the Village is only getting 42% of the sales tax coming into the two Towns. If population were the determining factor, the Village would see approximately \$38,000 more in sales tax revenue, with Ridgeway and Shelby splitting the offsetting loss in their revenues.

It is the sub-committee's consensus opinion that we should note the issue (allocation by population vs. assessment) for further study but not take any position. There are no costs or savings to the residents of our study area - just reallocation of the same monies. We believe this issue is outside the purview of the Study Committee.

4 Recommendations for the Full Study Committee

The full committee seeks recommendations from our sub-committee regarding economic development under two scenarios – heightened shared services, whereby the three governments

remain intact but work more closely together, and a single entity approach, whereby the three governments consolidate into one.

With this in mind, we make these recommendations to the full study committee:

- 1) Endorse the pursuit and execution of foundation and developer agreements, as described above.
- 2) Endorse having Medina, Ridgeway and Shelby update the existing Comprehensive Plan.
- 3) Endorse a joint planning / zoning / code enforcement process.
- 4) Assume that the water agreement would continue to result in an “inside district” and “outside district” charge from NCWD, but have the full committee endorse sending a memo to the state outlining any questions the full committee may have about the impact on the NCWD agreement under a consolidated government model.

Our recommendations fit with the heightened shared services scenario. They are also appropriate for the single entity scenario for the following reason. If a single entity approach is recommended by the full committee it will take a number of years to effect, since there is a process of voter approval and transition to a consolidated government that would have to take place. As a community, however, we need a streamlined approach to economic development now. If a single entity is the ultimate choice of the community, a streamlined economic development process will already be reality, assuming the recommendations outlined above are followed.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated this 23rd day of Dec., 2010, by and between the VILLAGE OF MEDINA, a municipal corporation with offices at 119 Park Avenue, Medina, New York (the "Village") and the TOWN OF SHELBY, a municipal corporation with offices at 4062 Salt Works Road, Medina, New York (the "Town").

WHEREAS, the Village owns, maintains, and administers certain utility infrastructure providing water and sewer service to the community (collectively, the "water and sewer infrastructure"), and

WHEREAS, the Town has requested access to the Village's water and sewer infrastructure for the purpose of promoting industrial development in certain areas of the Town outside the jurisdictional boundaries of the Village, and has requested the Village provide such services without requiring annexation, and

WHEREAS, the Village is agreeable to extending access to said utility infrastructure and services to such areas of the Town without requiring annexation, if the direct and indirect costs to the Village of new industrial development made possible by this Memorandum of Understanding, or successor agreements, are recouped in other ways, and

WHEREAS, the applicable combined tax rate for a parcel which does not annex to the Village would be substantially lower because the parcel would be paying no Village tax, thereby making our community as a whole more competitive in attracting new industrial development, and

WHEREAS, the applicable Town tax rate for a parcel which does not annex to the Village would be substantially higher in comparison to the Town tax rate if the same parcel did annex, thereby resulting in substantially higher Town tax revenue from the subject parcel where there is no annexation, and

WHEREAS, the parties would like to reach an understanding of the general terms of agreement they wish to reach with respect to the provision of the water and sewer infrastructure by the Village to said areas of the Town, and further to define the areas of agreement that remain to be agreed upon,

NOW, THEREFORE, in consideration of the premises contained herein, the parties agree and understand as follows:

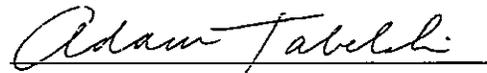
1. The Village agrees to permit parcels in areas of the Town outside the jurisdictional boundaries of the Village to connect to the Village's water and sewer infrastructure without requiring the benefitted parcels to annex to the Village, subject to agreement between the parties as to the terms outlined in paragraph 2 hereof.
2. The Village's agreement to permit access to its water and sewer infrastructure is expressly conditioned on the parties' reaching agreement as to the following areas for additional inquiry:
 - a. Agreement as to which entity determines the appropriate Town-outside-Village water and sewer rates, and if said rates are to be mutually agreed upon by the Town and Village, the agreed-upon rate schedule;

- b. Agreement as to which entity determines the appropriate Town-outside-Village water and sewer connection fee, if any, and if said connection fee is to be mutually agreed upon by the Town and Village, the amount of such fee;
- c. Agreement as to responsibility for capital cost of connection to the water and sewer infrastructure;
- d. Agreement as to ownership and responsibility for maintenance and repair to any and all water and sewer infrastructure installed pursuant to this Memorandum of Understanding, or successor agreements;
- e. Agreement as to the Village's right to inspect any and all water and sewer infrastructure installed pursuant to this Memorandum of Understanding, or successor agreements;
- f. Agreement as to indemnity;
- g. Agreement as to any Host Community Agreement payment or other property tax revenue-sharing device designed to compensate the Village General Fund for the provision of other services to support new population, commerce, traffic, and emergency response demands resulting from capital projects arising out of this Memorandum of Understanding, or successor agreements, for which the Village General Fund will receive no new revenue as the benefitted parcel would otherwise pay no Village tax;
- h. Agreement as to responsibility for any capital costs incurred to upgrade or improve any water and sewer infrastructure remaining within the control of the Village of Medina, which is necessitated to service additional water and/or sewer volume resulting from connections made pursuant to this Memorandum of Understanding, or successor agreements;
- i. Agreement as to the extent to which the Town would consent to annexation for any parcel otherwise covered by this agreement where the developer prefers annexation;
- j. Agreement as to whether the Town will agree to adopt the Village Sewer Use Ordinance currently in effect; and
- k. Agreements as to any other matters which may arise in the course of continued discussion and negotiation.

3. The parties agree to expeditiously bargain in good faith with respect to the areas of agreement recited in paragraph 2, above.

4. This agreement shall apply only to parcels zoned Industrial or Light Industrial pursuant to the Town Zoning Law.

Dated: 12/23/2010



Adam Tabelski
Mayor of the Village of Medina

Merle L. Draper
Supervisor of the Town of Shelby

Police Sub-Committee Report

Medina-Ridgeway-Shelby Study

3-23-11

Sub - Committee Members:

Rosalind Lind (chair), Andrew Meier, Merle (Skip) Draper, Ann Bunch, Adam Tabelski

Others Who Contributed:

Nathan Pace

Center for Governmental Research (CGR) - study consultant

Introduction

Village of Medina taxpayers pay for law enforcement services in two ways. They pay taxes that support the Medina Police Department, which is the “first responder” inside Village limits. Like other Orleans County taxpayers, Village taxpayers also pay taxes to support the Sheriff’s Office. However, Village taxpayers receive only a few services (such as staffing for the County jail) compared with taxpayers in the Ridgeway and Shelby TOVs, who benefit from having the Sheriff’s road patrol. Based on CGR’s analysis, about 18% of the county tax bill goes to support the sheriff’s department.

Overview of Police Options

The following summarize the options considered by the full committee regarding police services.

Option 1: Keep the current Village police department

The size of the department (number of staff) is a management decision to be made by the Village. The area to be served by this police force would depend on a number of variables, as follows:

- a) If the Village remains, it would serve the Village
- b) If the Village remains, the Village could contract with either Ridgeway or Shelby or both to provide police services to Towns. This would require an inter-municipal agreement (IMA) and presumably payment for those services

Option 2: Eliminate the Village police department and have the Village contract with the Sheriff to provide “equivalent” service.

A model for this option exists in the Village of Corinth, NY. Corinth used to have a village police department. They voted to eliminate their department, and now contract with the Saratoga Sheriff, through an IMA, for a specified number of Sheriff patrol officers who are assigned to stay within the village borders. The reason for doing this was to reduce village costs.

For Medina, the full study committee explored taking a similar approach. The committee asked the Orleans County Sheriff to determine what it would cost the Sheriff to maintain a level of service with the Village comparable to what is being provided by the Medina Police Department. The Sheriff's response, which follows this sub-committee report, is that overall cost would be greater than current Medina police department cost. Thus, the sub-committee does not, at this time, endorse Option 2.

Option 3: Eliminate the Village police department and relinquish police responsibility to the Sheriff, who would make management decisions about how many patrol officers to patrol the Village.

For Medina, this would save the entire cost of the current Village police department, but would cede responsibility for making all policing decisions to the Sheriff.

Option 4: If the governments consolidate, there are two viable consolidation models, each with subset variations:

a) The Village and Towns consolidate into a single town. A single town could choose to:

- Rely totally on the Sheriff to provide coverage
- Create a town police department. Town police departments must serve across the entire town and the costs would be charged to all town taxpayers by the property tax
- Create a special police district (presumably serving the former Village area, although it could be larger than that). Only properties within the special police district would be taxed for that service. The caveat for this option, however, is that the State Legislature must approve the town creating a special police district. Police coverage could be provided by either a town (district) police force, or by the Sheriff under contract to the town.

b) The Village and Towns consolidate into a city. The options here would be similar to the single town options. The city, through its charter, could:

- Rely totally on the Sheriff to provide coverage
- Create a city police department to serve the entire city
- Create police service zones, with the inner zone being provided by a city police force (or the Sheriff under contract), with the outer zone receiving only coverage by the Sheriff. Property taxes would be different between the zones – the inner zone would pay extra for the extra police coverage provided. (Note – the State Legislature also has to approve city charters, however, how police services would be provided would only be one component of the city charter presentation. A model for this dual zone taxation already exists in Rome).

Recommendations

The sub-committee makes the following recommendations:

Heightened Shared Services Approach

If the three governments remain, the Medina Police Department and operations should remain as a Village department. We suggest the Village work with the County Sheriff's office to identify any operational savings through shared service operations. Net cost savings and net additional costs cannot be determined by the sub-committee at this time.

Full Consolidation Approach

The Medina Police Department and operations remain as an enhanced service provided to the area within the former Village. The remaining area outside the current boundaries of the Village would keep the current Sheriff-level service. Although this approach would be appropriate if the three municipalities become a town or a city, the governance approach would be different:

- Town model – the new consolidated town would need approval from the State Legislature to create a police district.
- City model – a dual service zone would need to be identified in the city charter.



Scott D. Hess
SHERIFF
www.orleansny.com/sheriff



COUNTY OF ORLEANS
Office of the Sheriff
400 Public Safety Bldg.,
13925 State Route 31
Albion, New York 14411-9386
Communications – (585) 589-5527
Fax – (585) 589-6761
Administrative Offices – (585) 590-4142
Fax – (585) 590-4178
County Jail – (585) 589-4310
Fax – (585) 589-2522

Steven D. Smith
Undersheriff

Thomas L. Drennan
Chief Deputy

Kevin E. Hale
Jail Superintendent

January 27, 2011

Nathan D. Pace, Esq. -- Chairman
Medina-Ridgeway-Shelby Consolidation Feasibility Study Comm.
Medina, New York 14103

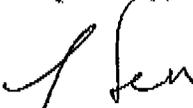
Dear Sir;

Attached hereto is a detailed estimate of the cost of first year law enforcement services, in the event they were to be provided to the incorporated village of Medina, New York by the Orleans County Sheriff's Office. This estimate is based on maintaining a comparable level of service with that being provided now by the local police department.

Neither the Sheriff's Office nor the County of Orleans is currently in a position to provide these services to the village, nor are we interested in providing same.

In my opinion, the residents of incorporated Medina are already well served by the present rank & file of the Medina Police Department.

Respectfully,


Scott D. Hess
Sheriff

Medina Police Proposal

Ten Deputies		
Salary and Fringe	\$	790,000
Indirect Administrative Costs	\$	34,000
Holiday Pay	\$	20,000
Vehicles + Maintenance	\$	55,000
Overtime + Fringe	\$	130,000
Substation Rental	\$	10,000
Office Maintenance	\$	15,000
Uniforms Allowance	\$	3,650
Computers	\$	600
Fuel	\$	13,000
Communications	\$	5,000
Training and Travel	\$	6,200
Insurance	\$	40,000
	\$	1,122,450
One time expense		
Uniforms	\$	15,000
Radios	\$	38,000
	\$	53,000
Animal control		
Recurring Expense		
Salary and Fringe	\$	18,000 Hourly rate plus
Equipment	\$	1,000 Misc. Animal Con
Communications	\$	4,000 Radio and Celluli
Office	\$	1,000 Office supplies
Sub TOTAL	\$	24,000
Vehicle	\$	30,000
TOTAL	\$	54,000
Yr 1	\$	1,229,450

Building Usage Sub-Committee Report

Medina-Ridgeway-Shelby Study

3-25-11

Sub-Committee Members:

Don Colquhoun (chair), Charlie Slack, Nathan Pace, Patty Blackburn

Others Who Contributed:

Gary Blackburn

Center for Governmental Research (study consultant)

Mark D'Alba AIA

James Watson, RealtyUSA.com

Introduction

We toured key municipal facilities to assess current building usage, considered what we already know about how the facilities are used, identified issues that might impact our recommendations as a result of the work of other sub-committees, and then asked ourselves two questions:

- If Medina, Ridgeway and Shelby do not consolidate, but continue to have separate governments, are there opportunities to use existing municipal buildings in a more efficient way?
- If the three governments ultimately consolidate into a single entity what would we recommend for building usage?

Key Factors We Considered

- 1) The separate DPW/Highway sub-committee, under its “heightened shared services” approach recommended organizing some key services on a functional rather than a geographic basis in order to provide services more efficiently. Key features that would impact building usage include: a) a single department to handle water and sewer operations¹ and b) consolidated water billing. Under a “single entity” approach, the DPW/Highway sub-committee made further facility-related recommendations. Our sub-committee addresses facility issues linked to their recommendations.
- 2) In April 2011, Village court services will cease. Responsibility for court services will transfer to the Towns of Shelby and Ridgeway, which currently share the court facility and court offices at the Shelby Town Hall. After Village court services cease, there will be no municipal functions on the second floor of Medina Village Hall (commonly referred to as

¹ Excluding wastewater treatment, which is outsourced by the Village

City Hall). Half of the second floor has been empty for a number of years², and the other half is currently filled by the Village court.

- 3) The economic development sub-committee report addresses the potential for closer relationships for planning and zoning, including having a shared code enforcement office. Our report takes into account that sub-committee's suggestions.
- 4) The Medina Village Hall built in 1908 of Medina sandstone, is a notable building in Medina's Main Street Historic District, which has been listed on the National Register of Historic Places since 1995. It is a community asset that we believe should be utilized more fully. At the same time, we recognize that to do so will require installing an elevator, estimated at \$240,900, to make it handicapped accessible and renovation to allow for handicapped accessible bathrooms that can be reached from any floor via elevator, at an estimated cost of \$79,000 (*see architect's cost estimate breakdown at the end of this sub-committee report*).

NOTE: Under a heightened shared services approach, the dollars to upgrade the building so it can be used more effectively would have to come through local fundraising efforts. If Medina, Ridgeway and Shelby consolidate into a single entity, there are more options to pursue for funding, including a state grant, use of some consolidation incentive funds, and local fundraising.

If Medina, Ridgeway and Shelby Continue to Have Separate Governments and Can Raise Local Dollars to Upgrade "City Hall"

We would make the following recommendations to streamline government functions, while maintaining separate governments. We recognize that there are endless options but consider these viable and achievable for the purposes of this feasibility study, given what we currently know.

Recommendations for Use of "City Hall" – Clerk / Mayor

- A. Move Village clerk operations to the second floor. With the second floor completely vacant (as of April 2011) the clerks could take over space they vacated several years ago and also utilize space that is currently used by the Village court clerk. The current Village Clerk's building located next door does have a drive-up window that residents use when dropping off water, sewer and tax payments. Since this drive-up window would no longer be available, we recommend installing a drop-box outside where residents could drive up and deposit their payments.
- B. Move the Mayor's office from the Village Clerk's building to the judges' chamber that is being vacated on the second floor.

² Since the Village Clerk-Treasurer and staff vacated the space because they were moved next door to the then newly purchased Village Clerk's building

- C. Utilize the current courtroom on the second floor as a municipal conference room.

Recommendations for Use of “City Hall” – with Joint Water / Sewer Function

- D. Consider using the current Village court clerk office for a consolidated water / sewer billing operation. Currently about 780 Village water /sewer bills are processed monthly by a single fulltime clerk, who receives limited staff support. If the Towns contract for the Village to provide their water billing services, this clerk function would add approximately 540 billings a month (but water only), assuming the Towns adopt a “rotational” billing approach that mirrors what now exists in the Village.³ The court clerk’s office could accommodate two staff members, one of whom would likely be part-time.
- E. For consolidated water/sewer operations (e.g., water line repair, sewer line repair, water/sewer preventive maintenance), locate the proposed three-person staff in the smaller of the two large buildings on the Medina DPW campus. There would need to be an inter-municipal agreement about how staff will be paid and how facility costs would be allocated, and also how this functional group would work with elected boards. We believe water/sewer equipment for all the municipalities, once duplicate miscellaneous equipment is sold⁴, could be accommodated in the larger DPW building.

Recommendation for Use of “City Hall” – for Joint Planning / Zoning

- F. With a shared planning / zoning operation move the part-time code enforcement officer for the Towns to the third floor of Village Hall.⁵ The clerical support role for the Towns’ part-time code enforcement officer could be assumed by the DPW clerk (with appropriate compensation from the Towns to the Village). This clerk currently provides some support services to Village code enforcement officers because she is located in an office adjacent to Village code enforcement. There is room on the third floor of the Village Hall for the Towns’ code enforcement officer because an office reserved for the DPW superintendent is not used. The materials currently stored in the room could easily fit in the third floor storage area in Village Hall, once sorted in “keep” and “discard” boxes.

Recommendation: Select One of 3 Options for Village Clerks’ Building

- G. Select one of the following options for the Village Clerk’s building. *Option 1)* Put the building up for sale. *Option 2)* Lease it as office space to bring monthly revenue to the Village. *Option 3)* Sell the Ridgeway Town Hall, and have Ridgeway purchase the Village Clerk’s building and move Town operations there.

³ The Village bills a total of 2,340 water customers, with different customer groups billed throughout the year, and each customer group billed only every three months. The Village also bills a total of 2,180 sewer customers, but, wherever billings are to the same customers, they are sent as a combined water/sewer bill. Ridgeway has a total of 960 water customers and Shelby 650 water customers, and each Town bills its total water customer base four times annually. The Towns do not issue sewer bills.

⁴ See the DPW/Highway sub-committee report

⁵ There would need to be an inter-municipal agreement about how the shared planning / zoning operation would work.

We believe Option 3 is preferable. The Village Clerk’s building currently houses five employees, including the Mayor , but we believe it could comfortably hold six employees, especially given the part-time nature of some Town positions. We would envision the current Mayor’s office becoming the Town Supervisor’s office; the current Village Clerk’s office sub-divided for the Assessor and part-time assistant, and the main office area serving as office space for the Town Clerk and Deputy Clerk, and if needed the code enforcement officer, who works 15.5 hours weekly for the Town, but is often in the field. Assuming an elevator is installed next door, Ridgeway Town Board meetings could take place in the current court room space or alternatively at the Shelby Town Hall, at no charge to Town taxpayers.⁶ Town records could be stored on the third floor of Village Hall, where unused storage room exists. As part of the arrangement, we would recommend that records storage for the Town be provided rent free for a period of up to 15 years.

This arrangement would, in essence, create a “government block” in the heart of the Village. It would facilitate easy discussion between Village and Town officials, and allow a Town employee to work part-time as an assessor’s assistant and walk next door to also serve as staff in the consolidated water-billing operation, if that is the staff configuration ultimately adopted.

Option 3 would provide:

- Greater utilization of City Hall.
- Potential funds that could be used to help upgrade the main City Hall, since funds from the sale of the Village Clerk’s building and funds for its ongoing upkeep could be used to upgrade City Hall. (Debt issue might need further examination. It is estimated by the Village Clerk that the Village owes approximately \$15,000 on the Clerk’s building. The debt was rolled into a bond that included more than the Clerk’s office debt.)
- Eliminates the need to arrange for additional records storage for Ridgeway, because the Town’s storage room is at capacity.
- Eliminates the need to revitalize the Ridgeway Town Hall, which Town officials believe is in need of an upgrade. .
- One-stop service for Ridgeway Town residents who are also Village residents.

If Medina, Ridgeway and Shelby Continue to Have Separate Governments and Cannot Raise Local Dollars to Upgrade City Hall

We believe that the current configuration of having three municipal buildings would have to remain for now, but would urge the community to address the future of City Hall. What that future would be falls outside this feasibility study.

⁶ Shelby currently allows the Medina Board to use its court room for meetings twice monthly rent-free, given that many Village residents also pay Town taxes. The same would apply to Ridgeway if it met at the Shelby Town Hall.

The only building usage changes from the previous section that could be accommodated under this scenario would be to consolidate water/sewer operations in the smaller of the two large buildings on the Medina DPW campus and to move the part-time code enforcement officer for the Towns to the third floor of City Hall.

If Medina, Ridgeway and Shelby Consolidate into Either a Town or City

Recommendation: Sell Ridgeway Town Hall

If the full Committee recommends a single entity approach, our sub-committee recommends selling the Ridgeway Town Hall.

Recommendations Regarding DPW/Highway Sub-Committee Changes

- A. Keep Shelby highway garage facilities. Locate the appointed commissioner of public works in the current Highway superintendent's office in the Shelby Town Hall, and co-locate clerical support for this position, since the commissioner's job will no longer be hands-on but instead be a highly administrative position. There would easily be room for 1.0 FTE clerk (or alternatively a part-time clerk) in the existing Shelby Town Hall.
- B. Keep Ridgeway highway garage facilities
- C. Turn Medina's large DPW building into the maintenance barn for all vehicles and rolling stock (e.g., highway, DPW, police, publicly-owned fire and ambulance rolling stock). A custom maintenance bay would need to be added to the portion of the barn that is already heated. Estimated one-time cost is \$100,000.
- D. Turn the smaller building on the DPW campus into the water/sewer operations department.

Recommendation for a Consolidated Finance Department

- E. Create a consolidated Finance Department for the single government, and move all budget and finance-related operations to the second floor of what is currently called City Hall. There will be some changes in overall personnel, due to a restructuring of this office, and the fact that there will no longer be a need to have all duplicate positions. The consolidated Finance Department likely would need to take over the entire second floor.

F. Recommendation: Village Clerk's Building

Consider one of two options for the Village Clerk's Building

Option 1) The sub-committee believes all operations of the consolidated entity could be accommodated at the City Hall and Shelby Town Hall. We recommend initially keeping the Village Clerk's building in order to transition into a consolidated entity, but assess, once operations are reconfigured whether the building should be sold, leased, or kept.

Option 2) The police sub-committee recommends keeping the police department intact and limiting police services to the area within the existing Village. As part of

reconfiguring operations, an assessment could be made as to whether it would be operationally and financially practical to turn the existing Village Clerk's building into the Police Department.

Additional Recommendations

- G. As Shelby Town Hall there is room for a variety of uses in this building (e.g., Assessor operations, larger Highway Administrative offices with own conference area, top executive's office.)
- H. Apply for an LGE grant to implement consolidation from three local governments to one. If such grants are not available at the time of consolidation, develop a transition plan with costs to be covered with AIM incentive funds.
- I. If the single entity is a Town, assign current space occupied by the Fire/Ambulance Department to a new Medina Fire District.

Note: in developing this report, the sub-committee asked a local realtor to help determine the estimated fair market value of the Village Clerk's Building and the Ridgeway Town Hall. A local architect was also consulted about the cost of adding an elevator and handicapped accessible bathrooms to City Hall. The information they provided follows.



Lockport

5665 S. Transit Road
Lockport, NY 14094-5809
Phone: 716-434-8458
Fax: 716-434-6289

February 11, 2011

Mr. Donald Colquhoun
101 Kennedy Circle
Medina, NY 14103

Dear Mr. Colquhoun,

Per your request I have done a limited analysis of the Estimated Fair Market Value of the two properties described in the attachments to this cover letter.

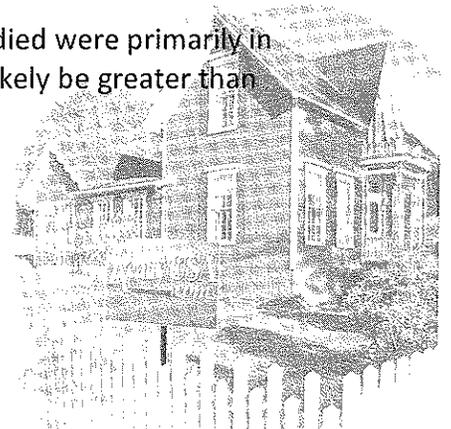
It's my understanding the purpose of your request is to assist in your research of the possible consolidation of the three municipalities commonly known as the Village of Medina and the Towns of Ridgeway and Shelby.

This limited analysis should not be considered an appraisal as defined by the Appraisal Institute. My research involved limited study of sales of similar properties in the surrounding counties, consultation with Mr. Timothy Hourihan, Manager of the WNY Commercial Division of Realtyusa.com and my personal knowledge of the subject properties and experience in commercial real estate sales.

The subject property known as 410 West Avenue is a landlocked parcel without ingress/egress to a contiguous municipal road right of way. The parcel is adjacent to a parcel owned by the same owner, which does have access to a municipal roadway and for the purpose of this report; it is assumed that if the subject were sold separately from the adjoining property it would include a legal ingress/egress with West Avenue.

The property known as 119 Park Avenue is on a parcel, which is adjacent to the east to another parcel owned by the same owner. It is assumed that if the subject were sold, ample lot size would be created to provide sufficient parking for its likely use.

It was also considered in my analysis that the similar property sales studied were primarily in Erie and Niagara counties where demand; and therefore, value would likely be greater than similar properties in Orleans County.



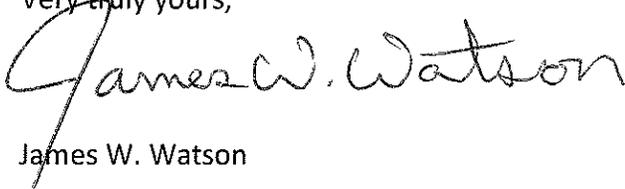
As a result of my various analysis methods, it is my opinion that the likely Fair Market Value range is between \$45.00 and \$55.00 per square foot of the improvements or:

410 West Avenue
\$123,000.00 to \$150,000.00

119 Park Avenue
\$105,000.00 to \$128,000.00

As preparer of this report I have no interest in the subject properties other than this report and neither the employment to provide opinions of Fair Market Value nor any compensation received is contingent upon the values reported.

Very truly yours,

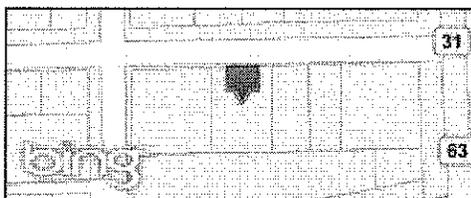
A handwritten signature in cursive script that reads "James W. Watson". The signature is written in black ink and is positioned above the typed name.

James W. Watson

Property Detail Report

Subject Property

**119 Park Ave
Medina, NY 14103-1407
Orleans County**



Owner Info:

Owner Name : Village Of Medina	Tax Billing Zip+4 : 1407
Tax Billing Address : 119 Park Ave	Recording Date : 05/14/1999
Tax Billing City & State : Medina NY	State Use : Government Center
Tax Billing Zip : 14103	Universal Land Use : Public (Nec)

Location Info:

School District : Medina	Panel Date : 03/28/1980
Census Tract : 404.00	Flood Zone Code : C
Carrier Route : C004	Zoning : 05
Flood Zone Panel : 3606440001B	Township : Medina Vlg

Tax Info:

Tax ID : 343401-080-045-0001-002-000	% Improv : 92%
Alt APN : 343401A0800450001002000	SWIS Code : 343401
Tax Year : 2010	Tax Appraisal Area : 3401
Assessment Year : 2010	Legal Description : 41 15 3
Land Assessment : \$12,800	Lot Number : 2
Improved Assessment : \$149,600	Block ID : 1
Total Assessment : \$162,400	County Tax : \$159

Characteristics:

Lot Frontage : 92	Sewer : Commercial
Lot Depth : 128	Lot Acres : .2703
Building Sq Ft : 2,320	Stories : 1
Condition : Average	Quality : Average
# of Buildings : 1	Year Built : 1969
Water : Commercial	

Last Market Sale:

Recording Date : 05/14/1999	Deed Type : Warranty Deed
Settle Date : 05/12/1999	Owner Name : Village Of Medina
Sale Price : \$160,000	Seller : Medina Savings & L Oc
Document No : 125-272	Price Per Sq Ft : \$68.97

Sales History:

Recording Date : **05/14/1999**
 Sale Price : **\$160,000**
 Buyer Name : **Village Of Medina A
Munic Ipai**
 Seller Name : **Medina Savings & L
Oc**
 Document No : **125-272**
 Document Type : **Warranty Deed**

Features:

Bldg Desc

Description	Bldg Size
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Main Bank : 2320

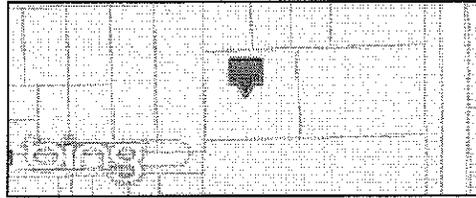
Courtesy of James Watson
NYS

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail Report

Subject Property

**410 West Ave
Medina, NY 14103-1406
Orleans County**



Owner Info:

Owner Name : Town Of Ridgeway	Tax Billing Zip+4 : 1406
Tax Billing Address : 410 West Ave	State Use : Govt Office Bldg
Tax Billing City & State : Medina NY	Universal Land Use : Public (Nec)
Tax Billing Zip : 14103	

Location Info:

School District : Medina	Panel Date : 03/28/1980
Census Tract : 404.00	Flood Zone Code : C
Carrier Route : C001	Zoning : M
Flood Zone Panel : 3606440001B	Township : Medina Vlg

Tax Info:

Tax ID : 343401-079-012-0002-015-000	% Improv : 88%
Alt APN : 343401A0790120002015000	SWIS Code : 343401
Tax Year : 2010	Tax Appraisal Area : 3401
Assessment Year : 2010	Legal Description : 1 15 4 Town Hall
Land Assessment : \$15,600	Lot Number : 15
Improved Assessment : \$119,000	Block ID : 2
Total Assessment : \$134,600	County Tax : \$159

Characteristics:

Lot Frontage : 132	Sewer : Commercial
Lot Depth : 140	Lot Acres : .4242
Building Sq Ft : 2,720	Stories : 1
Condition : Average	Quality : Average
# of Buildings : 1	Year Built : 1979
Water : Commercial	

Last Market Sale:

Owner Name : **Town Of Ridgeway**

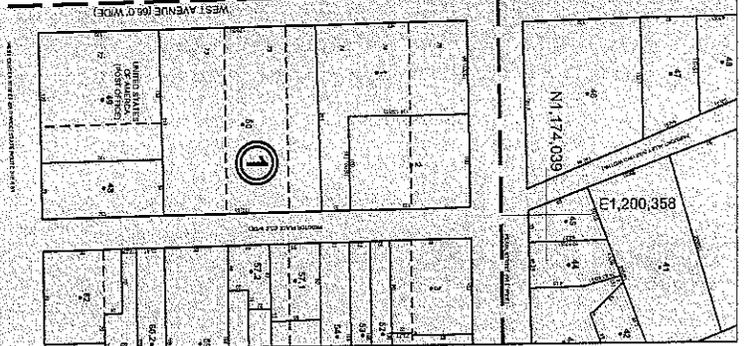
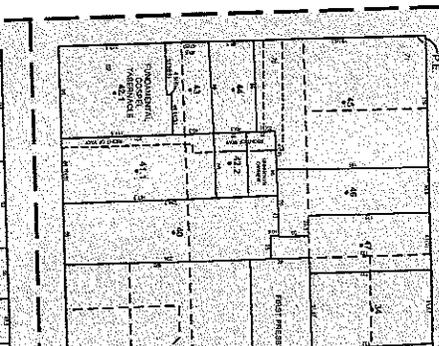
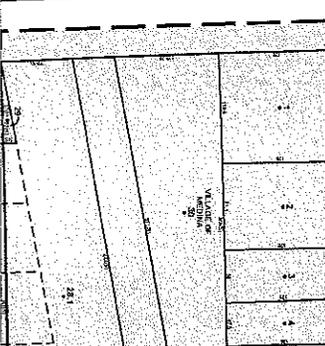
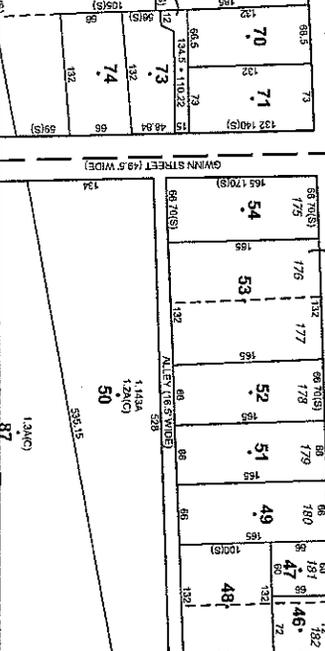
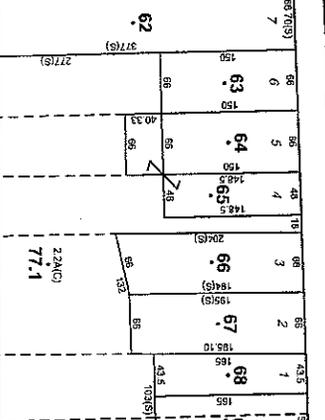
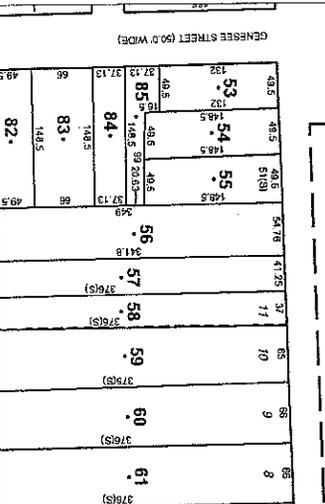
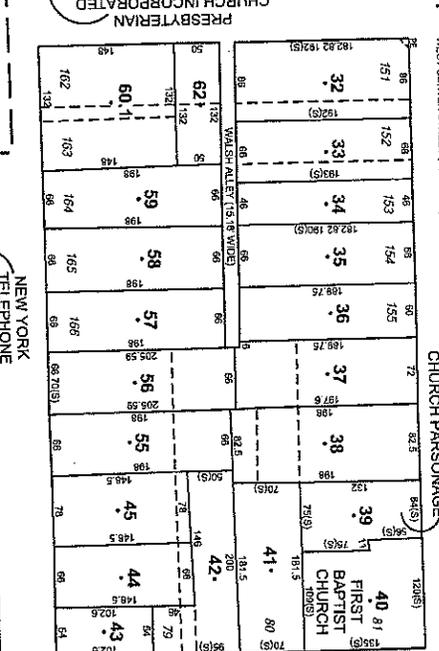
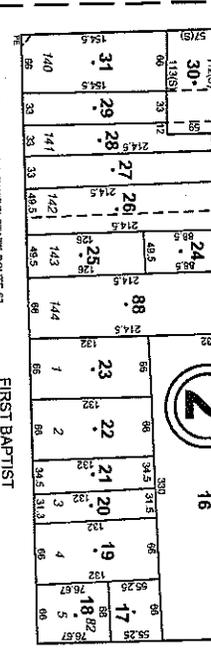
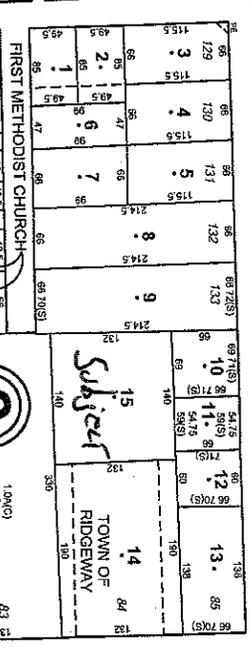
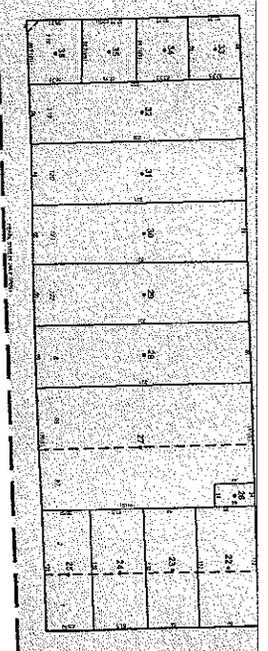
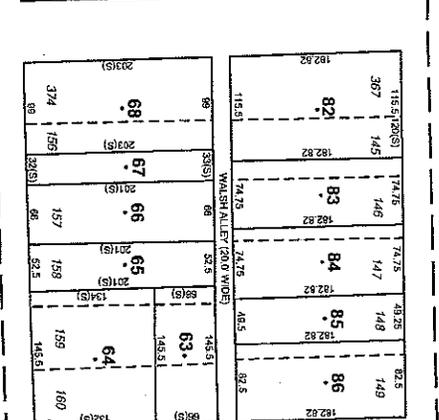
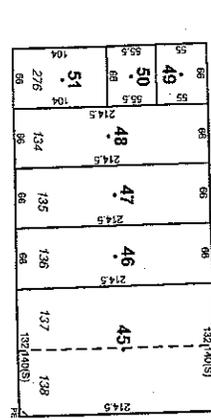
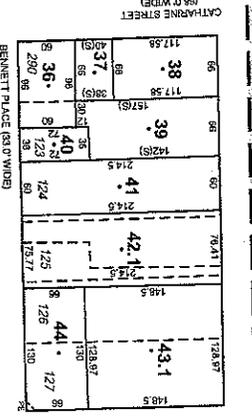
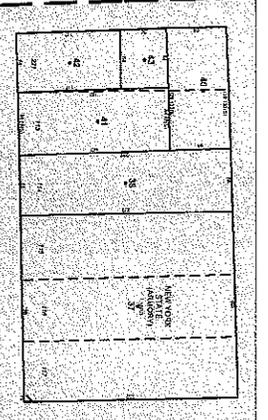
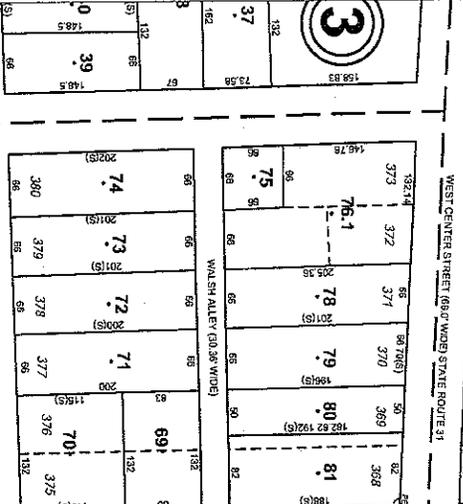
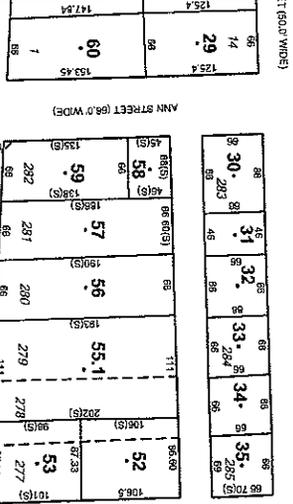
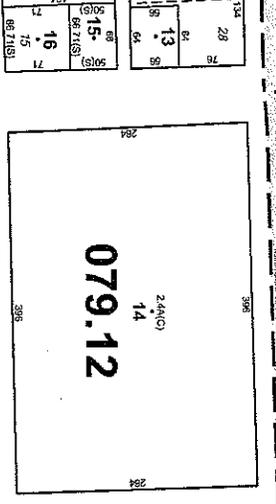
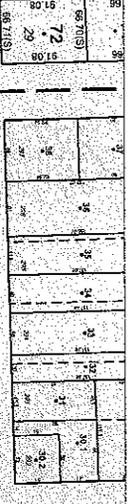
Features:

Bldg Desc

Description	Bldg Size
Walk-Up Office :	2720

Courtesy of James Watson
NYS

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COST ESTIMATE FOR BUILDING CORE & RESTROOMS

Medina City Hall & Annex Building: Medina-Ridgeway-Shelby Study

March 15, 2011

BUILDING CORE: (Includes Elevator, Stair, Entrance Built Between The City Hall And Annex Building)

Hydraulic Elevator with 3 Stops	66,000.00
Elevator Equipment Room	5,000.00
Exterior Masonry Enclosure Walls	13,400.00
Floors, Interior Partitions, Mechanicals, Lighting, Finishes	105,000.00
Glass Enclosure Wall (Exterior Curtain Wall System)	15,000.00
Stair: Treads, Railings and Guards	11,500.00
Contingency Items	25,000.00

Sub Total **\$240,900.00**

REST ROOMS: (Includes Restrooms & New Corridors Inside City Hall)

Demolition	5,040.00
Dumpsters (3)	2,100.00
Rough Plumbing	7,000.00
Plumbing Fixtures: 1 Service Sink, 1 Drinking Fountain, 1 Urinal, 3 Toilets, 2 Lavatories	4,000.00
Restroom Partitions & Finishes	25,500.00
2nd Floor Partitions, Corridor Finishes, Mechanicals, Lighting	13,000.00
3rd Floor Partitions, Corridor Finishes, Mechanicals, Lighting	14,500.00
Contingency Items	8,000.00

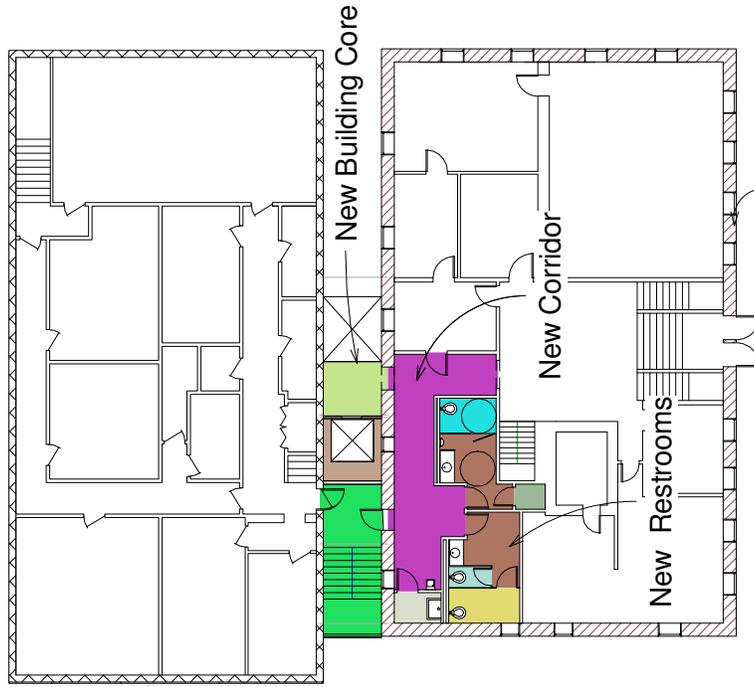
Sub Total **79,140.00**

TOTAL ESTIMATED COST OF BUILDING CORE AND RESTROOMS **\$320,040.00**

Prepared By:

D'Alba Architects: Mark D'Alba, AIA; Phone: 716 583 7241; Email: mdalba@verizon.net

Existing Annex

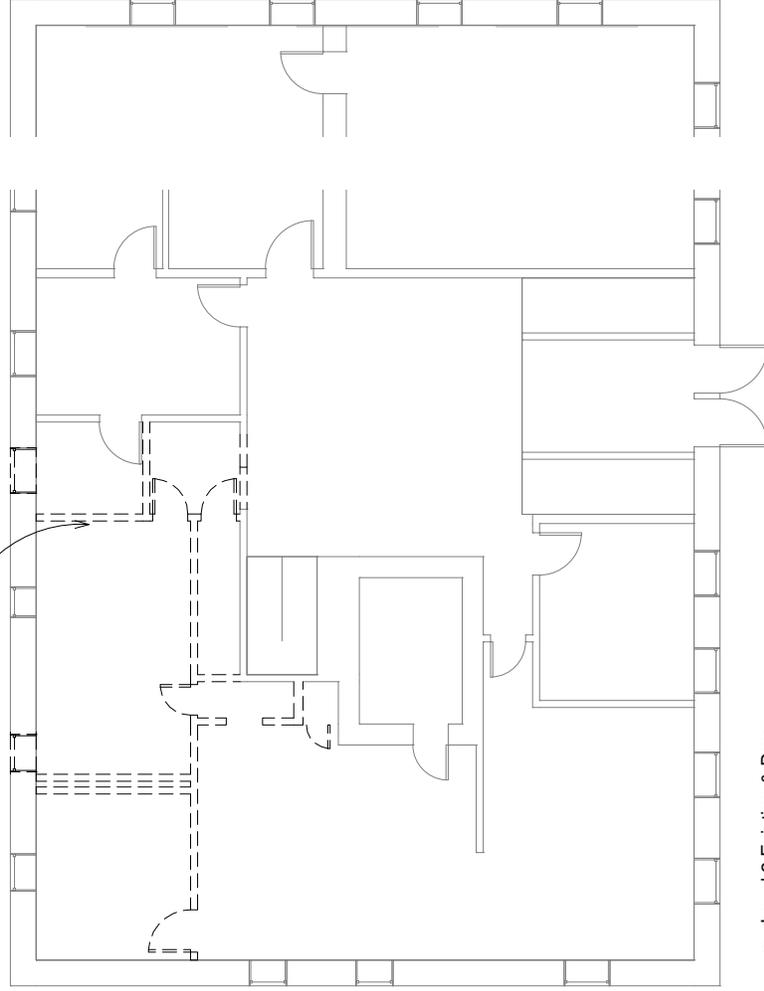


City Hall

Level 2 New Construction City Hall and Annex

① 1/16" = 1'-0"

Walls to be Removed



② Level 2 Existing & Demo
1/8" = 1'-0"

dalba architects pc
 PO BOX 1111, WILLIAMSVILLE, NY 14231,
 PH. 716 583 7241 Email: mdalba@verizon.net

**Medina, Shelby Ridgeway City
 Hall Study**

Level 2 Demolition			
Project number	Project Number	A-2	
Date	Issue Date		
Drawn by	Author		
Checked by	Checker	Scale As indicated	



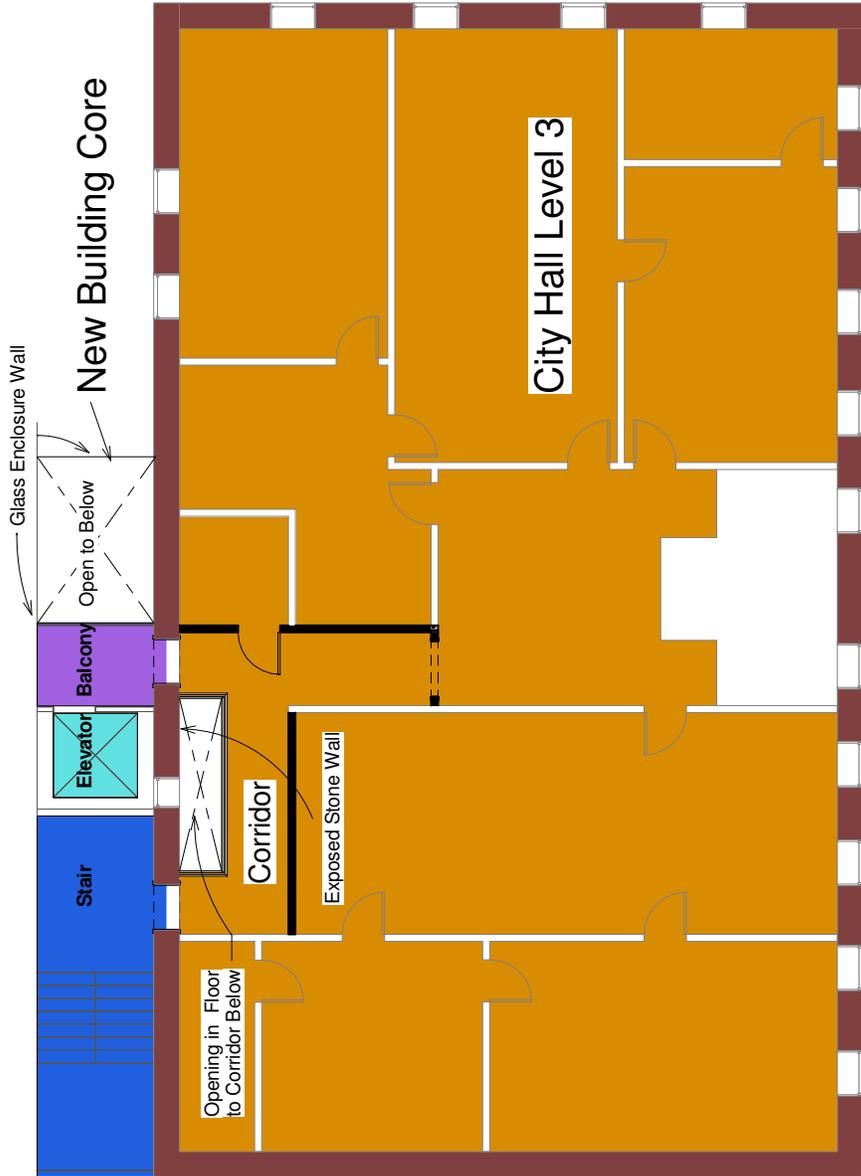
① Level 2 New Construction & Existing
1/8" = 1'-0"

dalba architects pc
 PO BOX 1111, WILLIAMSVILLE, NY 14231,
 PH. 716 583 7241 Email: mdalba@verizon.net

Medina, Shelby Ridgeway City
 Hall Study

Level 2 New Construction	
Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker
	Scale 1/8" = 1'-0"

A-3

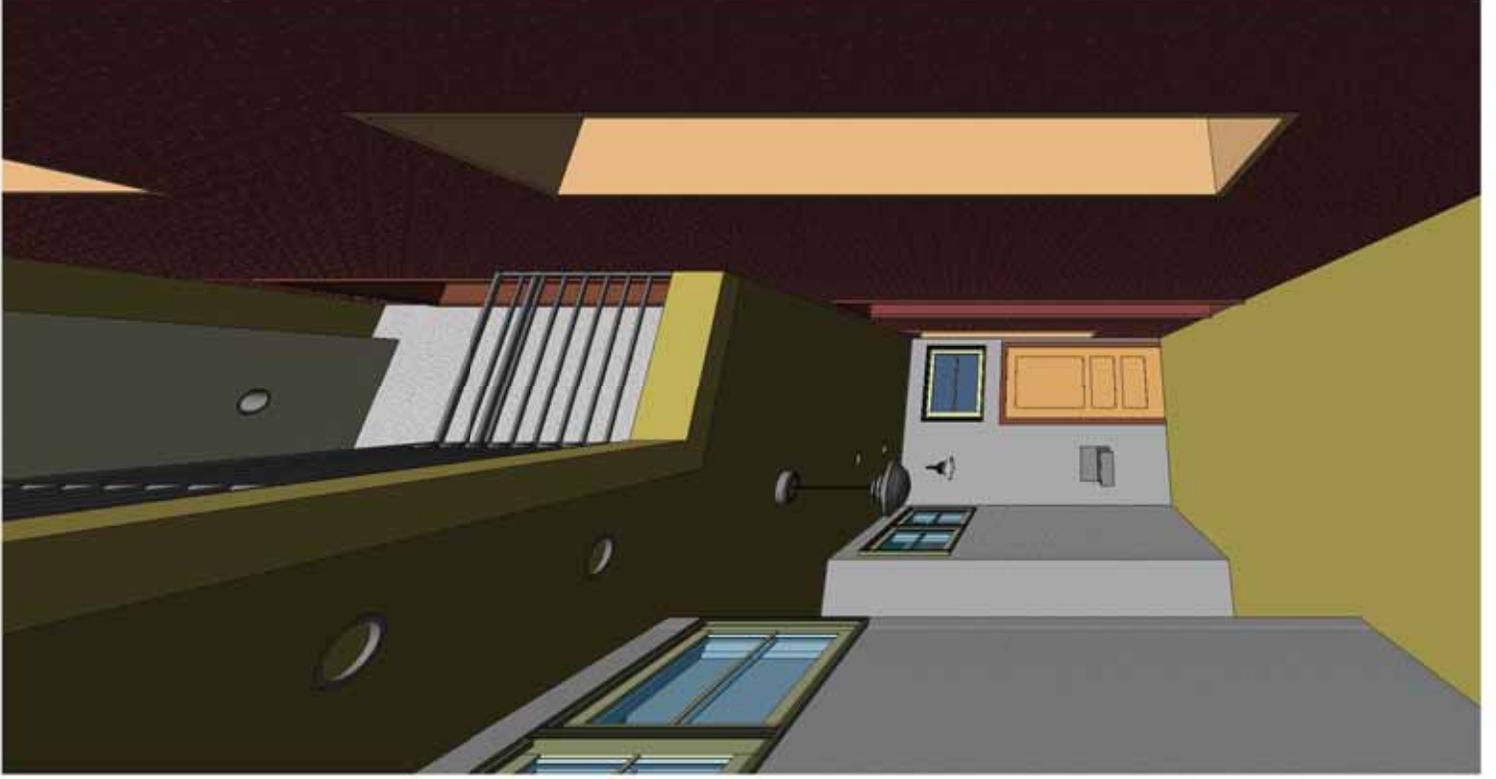


1 Level 3
1/8" = 1'-0"

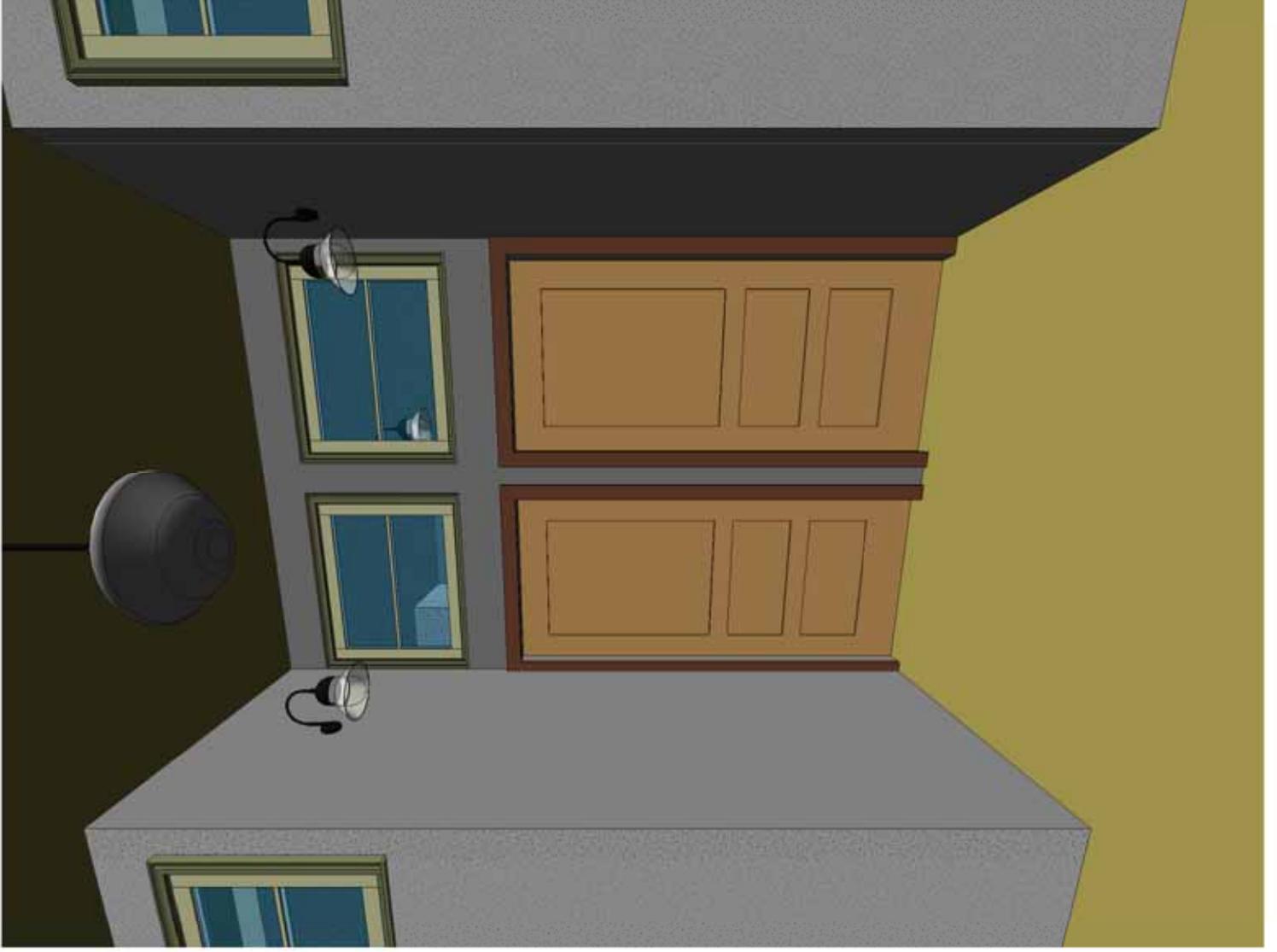
dalba architects pc
 PO BOX 1111, WILLIAMSVILLE, NY 14231,
 PH. 716 583 7241 Email: mdalba@verizon.net

**Medina, Shelby Ridgeway City
 Hall Study**

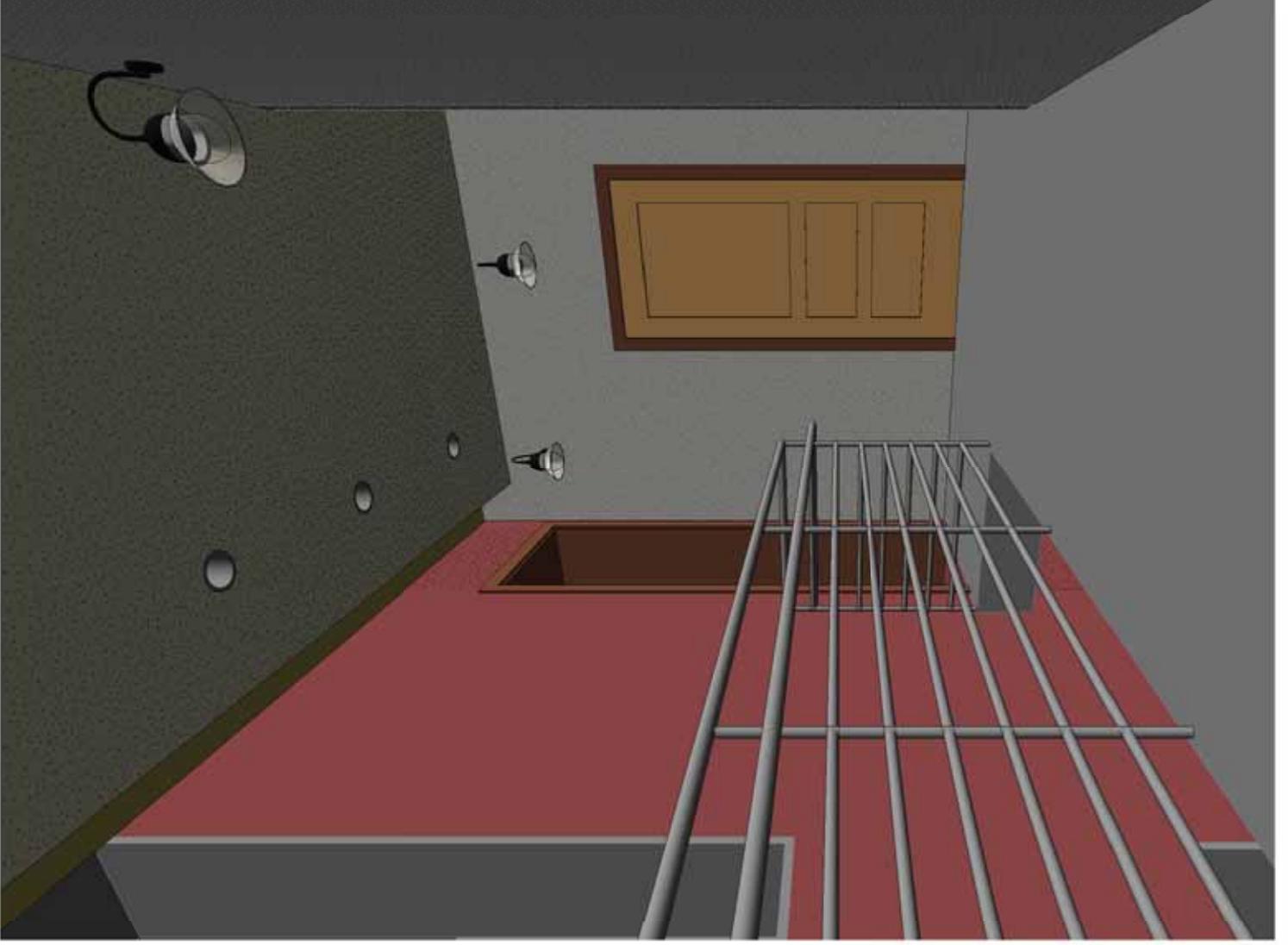
Level 3 New Construction	
Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker
	Scale: 1/8" = 1'-0"



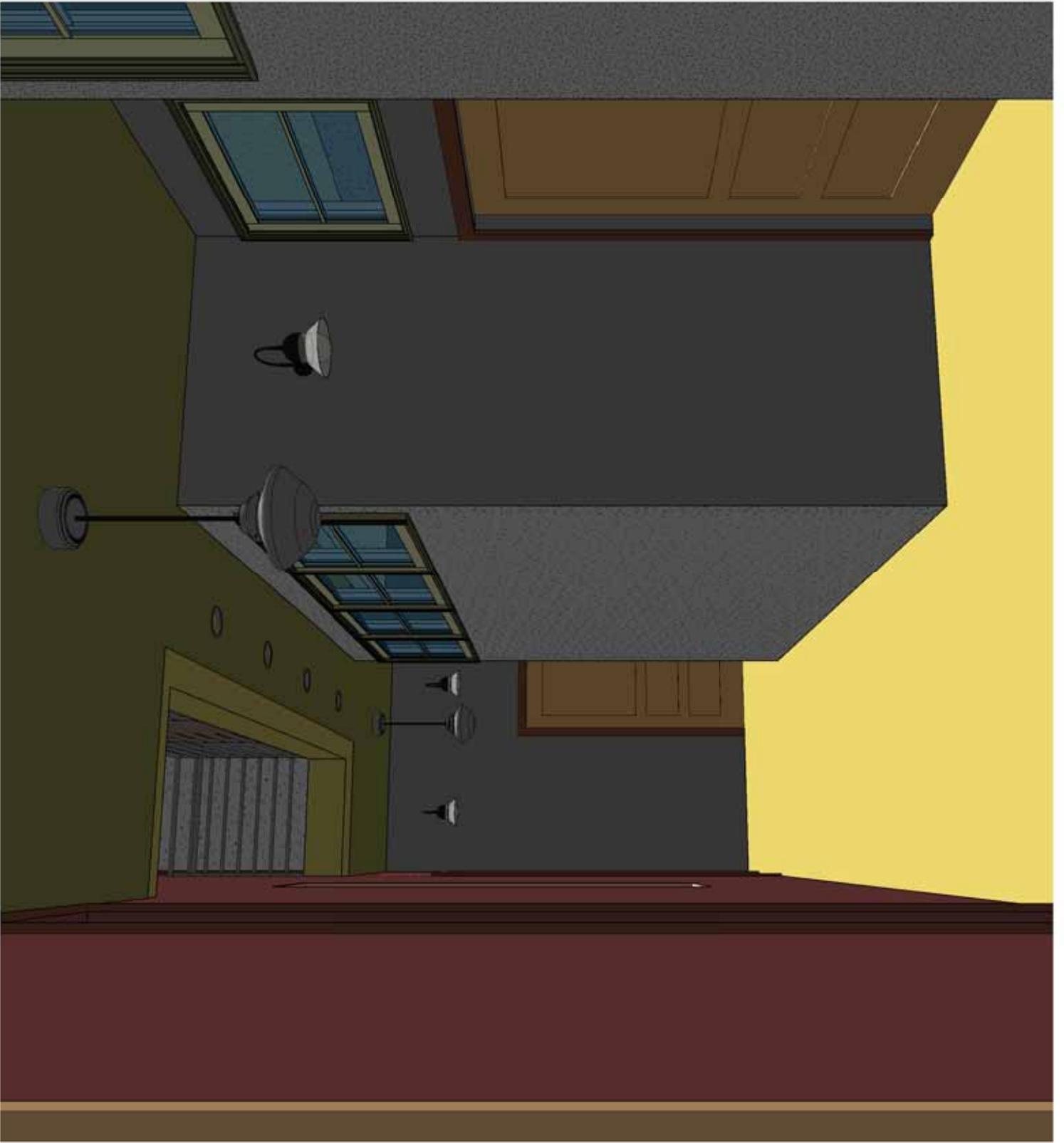
View of Corridor at Restrooms
Showing Exposed Stone Wall
Opening to Floor Above



Bathroom Entrances



3rd Floor Corridor
Opening Floor and
Exposed Stone Wall



Window
Wall in
Corridor

APPENDIX B

Sample Inter-municipal Agreements – Other Local Governments in NYS

AGREEMENT

Agreement made by and between the Town of Wilna, with offices at 414 State Street, Carthage, New York 13619 (hereinafter referred to as “Wilna”), and the Town of Champion, with offices at 10 North Broad Street, Carthage, New York 13619 (hereinafter referred to as “Champion”) and the Village of Carthage, with offices at 120 South Mechanic Street, Carthage, New York 13619 (hereinafter referred to as “Carthage”) and the River Area Council of Governments, with offices at 10 North Broad Street, Carthage, New York 13619 (hereinafter referred to as “RACOG”).

RECITALS

1. The Towns of Wilna and Champion and the Village of Carthage have duly enacted Zoning Laws governing land use within their communities.
2. Pursuant to the Town Law and the Village Law of the State of New York, and each municipality’s Zoning Law, a Board of Appeals is required to be established to provide for the interpretation of such Zoning Law and other issues relating to variances from their law.
3. Because of the size of the relative municipalities that are parties to this agreement, it is physically and fiscally difficult to maintain separate Boards of Appeals in each community in compliance with the Town Law and the Village Law of the State of New York.
4. Pursuant to Town Law and Village Law and Article 5G of the General Municipal Law of the State of New York, the communities that are a party to this agreement wish to enter into an agreement to establish a Cooperative Zoning Board of Appeals.
5. It is the purpose of this agreement to provide rules and regulations for such Cooperative Zoning Board of Appeals.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Towns of Wilna and Champion and the Village of Carthage hereby agree to establish, fund and maintain a Cooperative Zoning Board of Appeals to be known as the River Area Zoning Board of Appeals.

2. Any community which is a party to this agreement may withdraw from the same on six months prior written notice to the other communities, which notice must be a minimum of six months prior to December 31st of each year for Towns and April 1st for the Village. No Town may withdraw from this agreement except at the end of a calendar year and no Village may withdraw except on April 1st of each year.
3. New communities may be added to this agreement with the consent of a majority of the others who are then a member, provided, however, that such communities may only be added commencing on January 1st in any given calendar year for the Towns and April 1st if a Village and notice of a request to be added must be given a minimum of six months prior to the beginning of that year.

4. Representation on the Board

- a) The Board shall consist of five (5) members. Each municipality shall appoint one member to the Board for a term of five (5) years, but staggered so one comes due every year. Initially, the remaining openings shall be selected by lot and appointed to a two (2) and one (1) year term, respectfully; then rotated to five (5) year terms among all other municipalities thereafter. Should another municipality join within two (2) years, their representative would begin a five (5) year term as a vacancy occurs.
- b) In the event of a vacancy, the community whose member has been lost shall be allowed to replace that member with a new appointee who shall serve the unexpired balance of the vacated term.
- c) Any new participating municipalities added at a later time shall appoint their initial representative to a five year term.

5. Term of Agreement

- a) Initial Term. This agreement shall be for an initial term to end December 31, 2009.
- b) Extension. This agreement shall be automatically extended for an additional five (5) year period upon the same terms and conditions. If any community intends not to extend or renew this agreement, it must give notice to the other communities a minimum of six (6) months prior to the expiration of the term of this agreement.

6. Duties

- a) The Cooperative Zoning Board of Appeals shall be charged with hearing applications for interpretation of the Zoning Law of any of the communities which are a member to this agreement and/or the granting of use and area variances upon application for any of the communities that are a member of this agreement.

- b) The Board shall apply those standards for the interpretation and granting of variances as are contained in the Town Law and the Village Law of the State of New York as the same may be amended from time to time.
- c) Procedure. The procedure for granting or denial of a request for interpretation or variance shall be strictly governed by the Town Law and the Village Law of the State of New York provided, however, that all hearings being conducted by the Cooperative Zoning Board of Appeals shall be held at the Town of Champion Municipal Building, 10 North Broad Street, Carthage, New York 13619.
- d) Compliance with Other Laws. The Cooperative Zoning Board of Appeals shall comply in all respects with the requirements of Section 039-m of the General Municipal Law of the State of New York and provisions of the State Environmental Quality Review Act and the regulations adopted pursuant thereto which may apply to any application which is before it.

7. Officers

- a) The Cooperative Zoning Board of Appeals shall select its own Chairman in January of each year by vote of a majority of the members. The Board shall also select an Acting Chairman to serve in the absence of the chairman. Each community shall have one (1) vote through each of its members appointed to the Cooperative Zoning Board of Appeals in the selection of officers.
- b) The River Area Council of Governments will have an individual to act as Secretary for the purpose of taking minutes and keeping records.

8. Voting

- a) Quorum. A quorum of the Cooperative Zoning Board of Appeals shall be considered a majority of the members. If, in any given year the number of participating communities on the Cooperative Zoning Board of Appeals is an even number, a majority shall be considered fifty percent (50%) plus one (1).
- b) To successfully pass a resolution on interpretation or variance, a majority of all potential votes of the Board shall be required.

9. Funding

- a) Budget. Each year the Cooperative Zoning Board of Appeals shall meet in August to determine a budget for the upcoming fiscal year. The budget developed shall be submitted to the River Area Council of Governments for review no later than September 1st of each year. Each participating community shall review and approve said budget at its next scheduled meeting. In the event such budget is approved, each participating community shall then provide its pro-rata share of such budget by making

an annual appropriation in its budget, provided that the community acting as fiscal agent may have its contribution reduced by an amount equal to the cost of providing fiscal agent services.

- b) Budget contributions and payments of expenditures including compensation to members, shall be managed by the fiscal agent for the River Area Council of Governments.
- c) Board members acting as officers (Chairman and Acting Chairman) may receive additional compensation, if so budgeted, for holding such offices.

10. Records and Record Keeping

- a) The appointed Secretary of the Cooperative Zoning Board of Appeals shall serve as the record keeper of the Board of Appeals. That person shall be charged with the duty of receiving applications and correspondence, preparing agendas, keeping minutes at the meetings, preparing decisions of the Board and any other clerical functions normally associated with record keeping for the Board. Nothing shall prevent the Cooperative Board from delegating certain ministerial tasks to others such as the River Area Council of Governments.
- b) Location of Records. A copy of the minutes of all Board meetings shall be filed with the Town or Village Clerk of each participating community. When applications are received from individual communities, a copy of all such applications shall be filed with the Clerk of that community. The application and any materials related to individual applications from any particular community shall be filed with the Clerk of that community and a record of that application shall be maintained in that community.
- c) Records shall be kept in accordance with provisions of the Public Officers Law.

11. By-Laws

- a) The Cooperative Zoning Board of Appeals shall periodically, as it deems proper, adopt, amend, and review by-laws for its internal operation. Such by-laws shall be reviewed and approved by the participating communities. In the event that such by-laws are approved by each of the participating communities, then upon approval of the Cooperative Zoning Board of Appeals, such by-laws shall become binding. Upon adoption by the Cooperative Zoning Board of Appeals, a copy of the By-laws shall be filed with the Clerk of each of the participating communities.

12. Appeals

Should any decision of the Cooperative Zoning Board of Appeals be appealed, the community from which the application originated shall be responsible for all legal costs associated with that appeal and the charges for the same shall not be a charge to the budget of the Cooperative Zoning Board of Appeals. Each of the

participating communities hereby agrees to indemnify and hold harmless each of the River Area Council of Governments communities from any claim or cause of action or any expense, charge, or Attorney's fees related to such appeal. Only the community from which the appeal originates shall have any responsibility for payment of costs related thereto.

13. Amendment

This agreement represents the entire agreement of the parties and all prior understandings or agreements are hereby merged herein. This agreement may not be amended or modified except in writing, duly signed and acknowledged by the parties.

14. Interpretation

This agreement shall be interpreted by and in accordance with the laws of the State of New York.

15. Severability

If at any time any portion of this agreement is found to be void, voidable, or unenforceable for any reason whatsoever, it shall not affect the validity or enforceability of any other provisions of this agreement.

IN WITNESS HEREOF, the parties set their hands and seals this _____ day of _____, 2006.

TOWN OF WILNA

By: _____
Paul H. Smith, Supervisor

TOWN OF CHAMPION

By: _____
Terry L. Buckley, Supervisor

VILLAGE OF CARTHAGE

By: _____
G. Wayne McIlroy, President

RIVER AREA COUNCIL OF GOVERNMENTS

By: _____
G. Wayne McIlroy, Chairman

Adopted by the Town of Champion 3/7/2005
Adopted by the Town of Wilna 3/14/2005
Adopted by the River Area Council of Government 3/15/2005
Adopted by the Village of Carthage 3/21/2005

Amendments adopted by the River Area Council of Governments __/__/2006
Amendments adopted by Town of Champion __/__/2006
Amendments adopted by Town of Wilna __/__/2006
Amendments adopted by Village of Carthage __/__/2006

**COOPERATIVE ZONING BOARD OF APPEALS
BYLAWS**

Town of Champion, Town of Wilna and the Village of Carthage

ZBA recommendation - 04/04/2005

Adopted by RACOG - 05/17/2005

Section 1. General

- 1.1 The board as used in those rules shall mean the duly appointed Zoning Board of Appeals of the Towns of Champion and Wilna and the Village of Carthage.

Section 2.

- 2.1 The officers of the board shall consist of a chairman, acting chairman, and secretary.
- 2.2 Chairman. The chairman shall be elected by the board and preside at all meetings of the board. The chairman shall decide on all points of order and procedure, subject to these rules, unless directed otherwise by a majority of the board. The chairman shall appoint any committees found necessary to carry out the business of the board. The chairman may administer oaths and compel the attendance of witnesses as necessary to carry out the business of the board. The chairman's signature shall be the official signature of the board and shall appear on all decisions as directed by the board.
- 2.3 Acting Chairman. An acting chairman shall be designated by the board to serve in the absence of the chairman and shall have all the powers of the chairman during the chairman's absence, disability, or disqualification.
- 2.4 Secretary. A secretary shall be appointed annually by the RACOG board. The secretary shall be responsible for overseeing the preparation of minutes, findings, correspondence, public notices, and other records of the board, and to oversee the proper custodianship of any records of the board which have been placed in the custody of member municipal clerks.
- 2.5 Vacancies. Should any vacancy on the board occur for any reason, the chairman shall cause notice to be immediately given to the Town/Village Clerk of the Town/Village where the vacancy occurred. Should such a vacancy occur among the officers of the board subject to election by the board, such office shall be filled by election, for the unexpired term, at the next meeting of the board.

Section 3. Meetings

- 3.1 Annual Meeting. The annual organizational meeting of the board shall be conducted prior to the first public hearing of the year.
- 3.2 Meetings. Meetings of the board may be called by the chairman. At least 48 hours notice of the time, place, and business of the meeting shall be given to each member of the board, and proper public notice shall be given.

- 3.3 The chairman shall call a meeting within 10 days of receipt of a written request from any three members of the board, which request shall specify the matters to be considered at such meeting.
- 3.4 Proceedings: The order of business at meetings shall be as follows:
- (a) Roll Call
 - (b) Reading and approval of the minutes of the preceding meeting
 - (c) Action on held cases
 - (d) Public hearing (when scheduled)
 - (e) Other business
 - (f) Adjournment

Section 4. Voting

- 4.1 A quorum shall consist of a majority of the members of the full representation of the board. should the full representation of the board ever become an even number, a quorum shall consist of fifty percent of the full representation plus one.
- 4.2 No hearing or meeting of the board shall be held, nor any action taken, in the absence of a quorum, however, those members present shall be entitled to request the chairman to call a meeting for a subsequent date.
- 4.3 All matters shall be decided by a roll call vote. Decisions on any matter before the board shall require the affirmative vote of a majority of the entire membership of the board unless otherwise specified herein.
- 4.4 A tie vote by a lesser number than the required majority shall be considered a rejection of an appeal for an interpretation or variance.
- 4.5 No member of the board shall sit in hearing or vote on any matter in which he is personally or financially interested.
- 4.6 No member shall vote on the determination of any matter requiring public hearing unless he has familiarized himself with such matter by reading the record.

Section 5. Appeals and Procedures

- 5.1 The board shall hear and decide appeals from and review any order, requirement, decision, or determination made by the zoning officer of any member Town/Village. Such appeal may be taken by any person aggrieved, or by any officer or board of any Town/Village which is a member of

the board.

- 5.2 An appeal must be made within 60 days of the filing of an action of the zoning officer. The applicant must file a notice of appeal with the zoning officer or with the chairman. Such notice shall be made on the forum provided for that purpose. The zoning officer and/or Town/Village Clerk shall be responsible for providing any applicant with the proper forms and for instructing the parties concerned on the proper manner for completing and filing such forms. All information required thereon shall be complete before an appeal is considered.

Section 6. Hearings

- 6.1 Time of Hearing. The board shall schedule a hearing on all appeals or applications within a reasonable time of the filing of the appeal or application.
- 6.2 Notice of Hearing - Zoning Appeals. The board shall give notice of the hearing at least 5 days prior to the date thereof by publication in a paper of general circulation in the Town/Village in which the appeal is to be heard. The board shall mail notices of the hearing to the parties and to the Regional State Park Commission having jurisdiction over any state park or parkways within 500 feet of the property affected by such appeal, at least 5 days prior to the hearing.
- 6.3 County Zoning Referrals. Any matter which would cause any change in the regulations or use of land or building on real property as specified in Section 239-m of the General Municipal Law shall be referred to the County planning agency 5 days prior to the public hearing. If within 30 days after receipt of a full statement of such referred matter, the planning agency to which referral is made, or an authorized agent of such agency, disapproves the proposal or recommends modification thereof, the board shall not act contrary to such disapproval or recommendation except by a vote of five members thereof and the adoption of a resolution fully setting forth the reasons for such contrary action. The chairman shall read the report of the County planning agency at the public hearing on the matter under review. If such a planning agency fails to report within such period of 30 days or such longer period as may have been agreed upon by it and the referring agency, the board may act without such report.
- 6.4 Form of Notice. Such notice shall state the location of the building or lot, the general nature of the question involved, the date, time, and place of the hearing, and the nature of the relief sought.

6.5 Proceedings. The order of business at a hearing shall be as follows:

- (a) Roll Call
- (b) The chairman shall give a statement of the case and read correspondence and reports received thereon.
- (c) The applicant shall present his case
- (d) Those opposed shall present their arguments
- (e) Rebuttal by both sides
- (f) Additional cases
- (g) Adjournment
- (h) Call to order of regular meeting (when applicable)

6.6 General Rules. Any party may appear in person or by agent or by attorney. The presence of the applicant or a representative of the applicant is mandatory.

6.7 The chairman may administer oaths and compel the attendance of witnesses.

6.8 Rehearing. Upon motion initiated by any member, and adopted by unanimous votes of the members present, the board shall review at a rehearing any order, decision, or determination of the board not previously reviewed. Upon such hearing and provided that it shall appear that no vested rights due to reliance on the original order, decision, or determination will be prejudiced thereby the board may, upon concurrence of all the members present, reverse, modify, or annul its original order, decision, or determination. An application for a rehearing may be made in the same manner as provided for the original hearing. The application for rehearing may be denied by the board if from the record it shall appear that there has been no substantial change in facts, evidence, or conditions.

Section 7. Decisions

7.1 Time of Decisions. Decisions by the board shall be made not later than 62 days from the date of the final hearing. such time may be extended by mutual consent of the applicant and the board.

7.2 Form of Decisions. The final decision on any matter before the board shall be made by written order signed by the chairman. Such decision shall state the findings of fact which were the basis for the board's determination. After such determination, the board may reverse or affirm, wholly or partly, or may modify the order or requirement of the zoning officer. The decision shall also state any conditions and safeguards necessary to protect the public interest.

7.3 Findings - Contents. the findings of the board and the

supporting facts shall be spelled out in detail regardless of whether it is based on evidence submitted or on the personal knowledge of the board. The board should show that:

- (a) It has made an intelligent review of the question;
- (b) It has considered all of the information or evidence;
- (c) It has heard all parties in question;
- (d) Any intimate knowledge it has of the subject under questions has been taken into account;
- (e) It has made a personal inspection of the parcel in question and from this examination certain findings were ascertained.

7.5 Conflicts with Other Laws or Regulations. In reviewing an application on any matter, the standards in any applicable local law or state statute shall take precedence over the standards of these rules whenever a conflict occurs. In all other instances, the more restrictive rule shall apply.

7.6 Decisions on Rehearings. After a rehearing, other than one based on a substantial change in conditions, the original order may be changed only by a concurring vote of all the members then present, but not less than a majority of the board, and in conformance with Section 6.8 of these regulations.

7.7 Filing of Decisions. Decisions of the board shall be filed with the Town/Village of the Town/Village in which the appeal has been heard within 5 business days after the day such decision is rendered, and shall be made public record. The date of filing each decision shall be entered in the official records and minutes of the board.

7.8 Notice of Decisions. Decisions of the board shall be mailed to the applicant, and the County planning agency when referral to the County planning agency is required in the particular use.

7.9 Certification of Decision. A certified copy of the board's decision, including all terms and conditions, shall be transmitted to the zoning officer, and shall be binding upon and observed by him, and he shall fully incorporate such terms and conditions of the same in the permit to the applicant or appellant whenever a permit is authorized by the board.

Section 8. Adoption and amendment of Rules and Regulations

8.1 Adoption. Upon adoption of these rules by the board, the chairman shall file a copy of these rules with the Town/Village Clerk of each member Town/village and they

shall be a public record.

- 8.2 Amendment. These rules may be amended by an affirmative vote of not less than a majority of the full board, provided that such amendment be presented in written form at a meeting which the vote was taken.
- 8.3 Filing. All amendments adopted shall be filed in the same manner as provided for in Section 8.1 above.

A G R E E M E N T

Agreement made by and between the Town of West Turin, with offices at 3069 North Main Street, Constableville, New York 13325 (hereinafter referred to as "West Turin"), and the Town of Turin, with offices at RR 1, Box 31, Whiskey Lane Road, Turin, New York 13473 (hereinafter referred to as "Turin"); and the Town of Pinckney, with offices at Route 1, Box 118E, Copenhagen, New York 13626 (hereinafter referred to as "Pinckney"); and the Town of Osceola, with offices at 42 Ryan Road, Williamstown, New York 13493 (hereinafter referred to as "Osceola"); and the Town of Montague, with offices at RR 2, Box 199C, Lowville, New York 13367 (hereinafter referred to as "Montague"); and the Town of Florence, with offices at 11896 T.C./Florence Road, Camden, New York 13316 (hereinafter referred to as "Florence").

R E C I T A L S

1. The Towns of West Turin, Turin, Pinckney, Osceola, Montague, and Florence have duly enacted Rural Development Codes governing land use within their communities.
2. Pursuant to the Town Law of the State of New York, Article 16 and the Rural Development Codes of the individual Towns who are party to this agreement, a Board of Appeals is required to be established to provide for the interpretation of such Rural Development Code and other issues relating to variances from their Code.
3. Because of the size of the relative communities that are parties to this agreement, it is physically and fiscally difficult to maintain separate Boards of Appeals in each Township in compliance with Section 267 of the Town Law of the State of New York.
4. Pursuant to Section 284 of the Town law and Article 5G of the General Municipal Law of the State of New York, the Towns who are a party to this agreement wish to enter into an agreement to establish a Cooperative Zoning Board of Appeals.

5. It is the purpose of this agreement to provide rules and regulations for such Cooperative Zoning Board of Appeals.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Towns of West Turin, Turin, Pinckney, Osceola, Montague, and Florence, hereby agree to establish, fund, and maintain a Cooperative Zoning Board of Appeals to be known as the Tug Hill Cooperative Zoning Board of Appeals.

2. Any Town which is a party to this agreement may withdraw from the same on six months prior written notice to the other Townships, which notice must be a minimum of six months prior to December 31 of each year. No Town may withdraw from this agreement except at the end of a calendar year.

3. New Towns may be added to this agreement with the consent of a majority of the other Towns who are then a member, provided however, that such Towns may only be added commencing on January 1 in any given calendar year and notice of a request to be added must be given a minimum of six months prior to the beginning of that year.

4. Representation on the Board.

- a) Each Town shall be allowed to select one representative from its Township to be a member on the Cooperative Zoning Board of Appeals. Such person shall be appointed by their respective Town Board for a five year term, except that members first appointed shall be for staggered terms based on an alphabetical listing of the participating communities (example: Florence - one year; Montague - two years; Osceola - three years; Pinckney - four years; Turin - five years; West Turin - 1 year).

provisions of the State Environmental Quality Review Act and the regulations adopted pursuant thereto which may apply to any application which is before it.

7. Officers.

- a) The Cooperative Zoning Board of Appeals shall select its own Chairman and Secretary in January of each year by vote of a majority of the members. The Board shall also select an Acting Chairman to serve in the absence of the Chairman. Each community shall have one (1) vote through its member appointed to the Cooperative Zoning Board of Appeals in the selection of officers.
- b) The Cooperative Zoning Board of Appeals may, if proper budgetary allocations are made, hire an individual to act as Secretary for the purpose of taking minutes and keeping records.

8. Voting.

- a) Quorum. A quorum of the Cooperative Zoning Board of Appeals shall be considered a majority of the members. If, in any given year the number of participating communities on the Cooperative Board of Appeals is an even number, a majority shall be considered fifty percent (50%) plus one (1).
- b) To successfully pass a resolution on interpretation or variance, a majority of all potential votes of the Board shall be required.

9. Funding.

- a) Budget. Each year the Cooperative Zoning Board of Appeals shall meet in August to determine a budget for the upcoming fiscal year. The budget developed shall be submitted to the Town Boards of all participating Towns for review no later than September 1 of each year. Each participating Town shall then provide its pro-rata share of such budget by making an annual appropriation in its budget. For the purposes of this agreement all participating Towns shall contribute equally to the budget, provided that the community acting as fiscal agent may have its contribution reduced by an amount equal to the cost of providing fiscal agent services.

- b) In the event of a vacancy, the Town whose member has been lost shall be allowed to replace that member with a new appointee who shall serve the unexpired balance of the vacated term.
- c) Any new participating communities added at a later time shall appoint their initial representative to a five year term.

5. Term of Agreement.

- a) Initial Term. This agreement shall be for an initial term of five (5) years commencing on January 1, 1997 and ending on December 31, 2001.
- b) Extension. This agreement shall be automatically extended for an additional five (5) year period upon the same terms and conditions. If any community intends not to extend or renew this agreement, it must give notice to the other communities a minimum of six (6) months prior to the expiration of the term of this agreement.

6. Duties.

- a) The Cooperative Zoning Board of Appeals shall be charged with hearing applications for interpretation of the Rural Development Code of any of the communities which are a member to this agreement and/or the granting of use and area variances upon application for any of the communities that are a member of this agreement.
- b) The Board shall apply those standards for interpretation and granting of variances as are contained in Section 267-b of the Town Law of the State of New York as the same may be amended for time to time.
- c) Procedure. The procedure for granting or denial of a request for interpretation or variance shall be strictly governed by Section 267-a of the Town Law of the State of New York provided however, that any hearings being conducted by the Cooperative Zoning Board of Appeals on any specific application, must be held in the Township from which such request originated.
- d) Compliance with Other Laws. The Cooperative Zoning Board of Appeals shall comply in all respects with the requirements of Section 239-m of the General Municipal Law of the State of New York and

11. By-Laws.

- a) The Cooperative Zoning Board of Appeals shall periodically, as it deems proper, adopt, amend, and revise by-laws for its internal operation. Such by-laws, when approved by the Cooperative Zoning Board of Appeals, shall become binding. No such by-laws and proposed revisions to by-laws shall be adopted until first reviewed by each of the participating Townships. Upon adoption by the Cooperative Zoning Board of Appeals, a copy of the Bylaws shall be filed with the Town Clerk of each participating Town.

12. Appeals.

Should any decision of the Cooperative Zoning Board of Appeals be appealed, the Township from which the application originated shall be responsible for all legal costs associated with that appeal and the charges for the same shall not be a charge to the budget of the Cooperative Zoning Board of Appeals.

13. Amendment.

This agreement represents the entire agreement of the parties and all prior understandings or agreements are hereby merged herein. Specifically, this agreement supersedes and modifies the prior inter-municipal agreement of the parties duly executed in 1981. This agreement may not be amended or modified except in writing, duly signed and acknowledged by the parties.

14. Interpretation.

The agreement shall be interpreted by and in accordance with the laws of the State of New York.

15. Severability.

If at any time any portion of this agreement is found to void, voidable or unenforceable for any reason whatsoever, it shall not affect the validity or enforceability of any other provisions of this agreement.

IN WITNESS THEREOF, the parties have set their hands.

Town of West Turin

By: _____

- b) Each year in August at the budget meeting, the Board shall designate which community shall act as fiscal agent for its next calendar year, for managing the funds necessary for the Cooperative Zoning Board of Appeals. All other communities shall contribute their funds to the fiscal agent of that Town which shall assume all financial responsibilities and functions. Any expenditures shall be pre-audited and approved by the Cooperative Zoning Board of Appeals before they are submitted for payment to the fiscal agent. In the event the Board fails to make a designation, the current fiscal agent shall continue.
- c) Board members acting as officers (Chairman, Acting Chairman, Secretary) may receive additional compensation, if so budgeted, for holding such offices.

10. Records and Record Keeping.

- a) The Secretary of the Cooperative Zoning Board of Appeals shall, or if appropriate budgetary allocations are made, may hire an individual to serve as a record keeper for the Board. That person shall be charged with the duty of receiving applications and correspondence, preparing agendas, keeping minutes at meetings, preparing minutes after meetings, and preparing decisions of the Board and any other clerical functions normally associated with record keeping for the Board. Nothing shall prevent the Cooperative Board from delegating certain ministerial tasks to other, such as the Cooperative Tug Hill Council.
- b) Location of Records. A copy of the minutes of all Board meetings shall be filed with the Town Clerk of each participating community. When applications are received from individual Townships, a copy of all such applications shall be filed with the Town Clerk of that Town. The application and any materials related to individual applications from a particular Town, shall be filed with the Town Clerk of that Town and a record of that application shall be maintained in that Township.
- c) Records shall be kept in accordance with provisions of the Public Officers Law.

JOINT TOWN OF CLAYTON/VILLAGE OF CLAYTON ZONING BOARD OF APPEALS INTERMUNICIPAL AGREEMENT

Revised March 2008

Whereas, pursuant to General Municipal Law Article 5-G and Section 284 of the Town Law and Section 7-741 of the Village Law the Town and Village of Clayton entered into an Intermunicipal Agreement (the IMA), dated March 12, 1997, establishing a consolidated Zoning Board of Appeals to have Appellate Jurisdiction to grant Area Variances, Use Variances and Appeals of the Zoning Officers interpretation of the zoning ordinance of the Town of Clayton and Local Zoning Law of the Village of Clayton, and

Whereas, the above named municipalities pursuant to General Municipal Law, Article 5-G and Section 284 of Town Law and Section 7-741 of Village Law are desirous of amending the Intermunicipal Agreement of March 12, 1997,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and consideration receipt of which is hereby acknowledged it is agreed as follows:

1. The Joint Town of Clayton/Village of Clayton Zoning Board of Appeals is comprised of five (5) members, two (2) of which are appointed by the Town, two (2) of which are appointed by the Village, and one (1) appointed jointly by the Town and Village. These members are appointed for a five-year term as follows: The governing board of the Town of Clayton shall appoint one (1) member for a one-year term and one (1) member for a three-year term. The governing board of the Village of Clayton shall appoint one (1) member for a two-year term and one (1) member for a four-year term.

Both boards (Town and Village) shall jointly appoint one (1) member for a five-year term. Upon the expiration of the term of a member of the Joint Zoning Board, the body which appointed the incumbent to the expiring term shall appoint his or her successor to a full five-year term of office. If a vacancy occurs other than by expiration of a term of office, the body which appointed the member who filled such office prior to the vacancy occurring shall appoint a successor for the balance of the term. Effective with the signing of this agreement, terms of existing members of the Joint Zoning Board of Appeals will expire on December 31st of the year in which the current appointee's term is set to expire.

2. In the event either municipality is unable to fill appointments from their respective subdivision, both parties hereto agree to honor appointments from the Town or Village in an effort to maintain a viable Joint Town of Clayton/Village of Clayton Zoning Board of Appeals.

3. A. The Town and Village shall jointly appoint three (3) alternate members to the Joint Zoning Board of Appeals. The Joint Zoning Board of Appeals refers candidates for alternate positions to both the Town and Village Boards for their approval. Both Village and Town Clerks must swear in all Zoning Board of Appeals members and alternates at the beginning of each term. Swearing in shall be recorded in each municipality. All respective terms of office to begin on January 1st and are for five (5) years each.

B. The Village of Clayton Board of Trustees and the Town Board of the Town of Clayton shall annually and jointly appoint the Chairperson for the Joint Zoning Board of Appeals from the membership thereof by January 15th each year. If the governing

Boards have not come to an agreement by January 15th of each year, such Joint Board may select one of its members to serve as Chair.

4. The alternates serve in the event that a regular member of the Joint Zoning Board of Appeals from that municipality is absent or unable to serve because of a conflict of interest on any matter pending before the Joint Zoning Board of Appeals. In the event the Joint Town of Clayton/Village of Clayton Zoning Board of Appeals lacks one or more regular members for any reason on any matter pending before it, the Chairperson or acting Chairperson may select an alternate member or members to sit in place of the absent member(s).

5. The Joint Town of Clayton/Village of Clayton Zoning Board of Appeals will apply those standards for compliance and interpretation based on the regulations and guidelines as promulgated by the respective ordinance or law of each municipality.

6. The Joint Town of Clayton/Village of Clayton Zoning Board of Appeals in conducting business will comply with other laws relative to Town and Village Law, General Municipal Law of the State of New York, and the provisions of the State Environmental Quality Review Act.

7. The Joint Town of Clayton/Village of Clayton Zoning Board of Appeals shall hire an individual to act as Secretary to take minutes, keep records and conduct correspondence and any other related task as requested by the Joint Zoning Board of Appeals. Each municipality shall budget for said position. The Zoning Board of Appeals shall set the salary for the secretary subject to Town/Village review. The Town and Village will each be responsible for their respective one-half of the salary of the secretary.

8. A. The Joint Town of Clayton/Village of Clayton Zoning Board of Appeals shall adopt bylaws outlining its structure and function, including, but not limited to, the selection of a Chairperson (subject to Article 3B) and Secretary, resolution procedures, meeting dates (one per month for a total of twelve per year, unless otherwise warranted), and process for conducting meetings.

B. Each Board member is required to complete the minimum training as required by law. At the discretion of the municipality that appointed the member, failure to comply with this requirement may be grounds for removal from the Board. This provision is subject to New York State regulations and training criteria.

C. Each Board member shall be required to attend seventy-five percent of the scheduled meetings in each calendar year. At the discretion of the remaining members of the Joint Zoning Board of Appeals, failure to attend the required number of meetings without good cause may be grounds for removal from the Board. In addition, failure to attend three consecutive meetings without good cause may be grounds for removal from the Board.

9. The Joint Town of Clayton/Village of Clayton Zoning Board of Appeals shall have advisory capacity on matters of zoning variances and interpretations to the Town Board and the Village Board and those duties stated in the respective zoning ordinance or law of each municipality.

10. The cost of services for the Chairman and Zoning Board of Appeals members, as well as any training, shall be shared equally by the Town and the Village.

11. Each year the Joint Town of Clayton/Village of Clayton Zoning Board of Appeals shall meet in February to determine a budget for the upcoming fiscal year,

subject to Town and Village review. For the purpose of this agreement, the Town and Village shall contribute equally by providing for its prorated share of such budget by making an annual appropriation in its respective municipal budget. The fiscal agent for the Joint Town of Clayton/Village of Clayton Zoning Board of Appeals shall be the Town Director of Finance. Such agent will make bi-annual reports or by request to Village and Town Board regarding the status of the Zoning Board of Appeals budget.

12. In the event litigation occurs on the part of a petitioner as a result of the action of the Joint Town of Clayton/Village of Clayton Zoning Board of Appeals, the costs associated with such litigation shall be the responsibility of the municipality whose ordinance or law has jurisdiction in said case.

13. To the extent outside costs for consultants or experts are incurred by the Joint Town of Clayton/Village of Clayton Zoning Board of Appeals, such costs will be passed through to the municipality requiring such services; where costs are for the joint benefit of the Town and Village (e.g., Comprehensive Plan), said expenses shall be shared equally between the Village and Town. The fiscal agent shall invoice the Village on a quarterly basis for costs incurred on the last business day of each of the following months: March, June, September, December.

14. Each municipality shall receive revenues based on the current fee structure stipulated in their respective Law/Ordinance.

15. All provisions of this section and of the Town and Village Law relating to Zoning Board of Appeals member training and continuing education, attendance, conflict of interest, compensation, eligibility, vacancy of office, removal and service on the Joint Zoning Board of Appeals shall also apply to alternate members.

16. This agreement shall be interpreted by and in accordance with the laws of the State of New York. If at any time any portion of this agreement is found to be void, voidable or unenforceable for any reason whatsoever, it shall not affect the validity or enforceability of any other provision of this agreement.

17. This agreement shall be for an initial term of five (5) years commencing on January 1, 2009, and ending on December 31, 2013. This agreement shall be automatically extended for additional five (5) year periods and upon the same terms and conditions. If either municipality intends not to extend or renew this agreement it must give notice to the other a minimum of one hundred eighty (180) days prior to the expiration of the initial term or renewal term of this agreement.

18. The Town of Clayton Attorney will be the repository of the original intermunicipal agreement.

Approved by the Village Board of the Village of Clayton this 10th day of March, 2008.

Norma Zimmerman
Mayor

Jasmine
Clerk

Approved by the Town Board of the Town of Clayton this 12 day of March, 2008.

Justin A. Taylor
Supervisor

Kathleen E. LaClair
Clerk

JOINT TOWN OF CLAYTON/VILLAGE OF CLAYTON PLANNING BOARD INTERMUNICIPAL AGREEMENT

Whereas, pursuant to General Municipal Law Article 5-G and Section 284 of the Town Law and Section 7-741 of the Village Law, the Town and Village of Clayton entered into an Intermunicipal Agreement (the IMA), dated March 12, 1997, establishing a consolidated planning board to exercise jointly for the above agreeing municipalities those powers and duties otherwise held separately by each respective municipality under Article 16 of Town Law and Article 7 of Village Law, and to jointly administer land use planning programs and policies which have been authorized or adopted by each via their respective ordinance or law and to perform other functions as authorized and empowered by the Town Board of the Town of Clayton and the Village Board of the Village of Clayton, and

Whereas, the above named municipalities pursuant to General Municipal Law, Article 5-G and Section 284 of Town Law and Section 7-741 of Village Law are desirous of amending the Intermunicipal Agreement of March 12, 1997,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and consideration receipt of which is hereby acknowledged it is agreed as follows:

1. The Joint Town of Clayton/Village of Clayton Planning Board is comprised of seven (7) members, three (3) of which are appointed by the Town, three (3) of which are appointed by the Village, and one (1) appointed jointly by the Town and Village. These members are appointed for a seven-year term as follows: The governing board

of the Village of Clayton shall appoint one (1) member for a one-year term, one (1) member for a three-year term and one (1) member for a five-year term. The governing board of the Town of Clayton shall appoint one (1) member for a two-year term, one (1) member for a four-year term and one (1) member for a six-year term. Both boards (Town and Village) shall jointly appoint one (1) member for a seven-year term. Upon the expiration of the term of a member of the Joint Planning Board, the body which appointed the incumbent to the expiring term shall appoint his or her successor to a full seven-year term of office. If a vacancy occurs other than by expiration of a term of office, the body which appointed the member who filled such office prior to the vacancy occurring shall appoint a successor for the balance of the term. Effective with the signing of this agreement, terms of existing members of the Joint Planning Board will expire on December 31st of the year in which the current appointee's term is set to expire.

2. In the event either municipality is unable to fill appointments from their respective subdivision, both parties hereto agree to honor appointments from the Town or Village in an effort to maintain a viable Joint Town of Clayton/Village of Clayton Planning Board.

3. A. The Town and Village shall jointly appoint three (3) alternate members to the Joint Planning Board. The Joint Planning Board refers candidates for alternate positions to both the Town and Village Boards for their approval. Both Village and Town Clerks must swear in all Planning Board members and alternates at the beginning of each term. Swearing in shall be recorded in each municipality. All respective terms of office to begin on January 1st and are for seven (7) years each.

B. The Clayton Village Board of Trustees and the Town Board of the Town of Clayton shall annually and jointly appoint the Chairperson for the Joint Planning Board from the membership thereof by January 15th each year. If the governing Boards have not come to an agreement by January 15th of each year, such Joint Board may select one of its members to serve as Chair.

4. The alternates serve in the event that a regular member of the Joint Planning Board from that municipality is absent or unable to serve because of a conflict of interest on any matter pending before the Joint Planning Board. In the event the Joint Town/Village Planning Board lacks one or more regular members for any reason on any matter pending before it, the Chairperson or acting Chairperson may select an alternate member or members to sit in place of the absent member(s).

5. The Joint Town of Clayton/Village of Clayton Planning Board will apply those standards for compliance and interpretation based on the regulations and guidelines as promulgated by the respective ordinance or law of each municipality.

6. The Joint Town of Clayton/Village of Clayton Planning Board in conducting business will comply with other laws relative to Town and Village Law, General Municipal Law of the State of New York, and the provisions of the State Environmental Quality Review Act.

7. The Joint Town of Clayton/Village of Clayton Planning Board shall hire an individual to act as Secretary to take minutes, keep records and conduct correspondence and any other related task as requested by the Joint Planning Board. Each municipality shall budget for said position. The Planning Board shall set the salary

for the secretary subject to Town/Village review. The Town and Village will each be responsible for their respective one-half of the salary of the secretary.

8. A. The Joint Town of Clayton/Village of Clayton Planning Board shall adopt bylaws outlining its structure and function, including, but not limited to, the selection of a Chairperson (subject to Article 3B) and Secretary, resolution procedures, meeting dates (one per month for a total of twelve per year, unless otherwise warranted), and process for conducting meetings.

B. Each Board member is required to complete the minimum training as required by law. At the discretion of the municipality that appointed the member, failure to comply with this requirement may be grounds for removal from the Board. This provision is subject to New York State regulations and training criteria.

C. Each Board member shall be required to attend seventy-five percent of the scheduled meetings in each calendar year. At the discretion of the municipality that appointed the member, failure to attend the required number of meetings without good cause may be grounds for removal from the Board. In addition, failure to attend three consecutive meetings without good cause may be grounds for removal from the Board.

9. The Joint Town of Clayton/Village of Clayton Planning Board shall have advisory capacity on matters of planning and land use to the Town Board and the Village Board and those duties stated in the respective zoning ordinance or law of each municipality.

10. The cost of services for the Chairman and Planning Board members, as well as any training, shall be shared equally by the Town and the Village.

11. Each year the Joint Town of Clayton/Village of Clayton Planning Board shall meet in February to determine a budget for the upcoming fiscal year, subject to Town and Village review. For the purpose of this agreement, the Town and Village shall contribute equally by providing for its prorated share of such budget by making an annual appropriation in its respective municipal budget. The fiscal agent for the Joint Town of Clayton/Village of Clayton Planning Board shall be the Town Director of Finance. Such agent will make bi-annual reports or by request to Village and Town Boards regarding the status of the Planning Board Budget.

12. In the event litigation occurs on the part of a petitioner as a result of the action of the Joint Town/Village of Clayton Planning Board, the costs associated with such litigation shall be the responsibility of the municipality whose ordinance or law has jurisdiction in said case.

13. To the extent outside costs for consultants or experts are incurred by the Joint Town/Village of Clayton Planning Board, such costs will be passed through to the municipality requiring such services; where costs are for the joint benefit of the Town and Village (e.g., Comprehensive Plan), said expenses shall be shared equally between the Village and Town. The fiscal agent shall invoice the Village on a quarterly basis for costs incurred on the last business day of each of the following months: March, June, September, December.

14. Each municipality shall receive revenues based on the current fee structure stipulated in their respective Law/Ordinance.

15. All provisions of this section and of the Town and Village Law relating to Planning Board member training and continuing education, attendance, conflict of

interest, compensation, eligibility, vacancy of office, removal and service on the Joint Planning Board shall also apply to alternate members.

16. This agreement shall be interpreted by and in accordance with the laws of the State of New York. If at any time any portion of this agreement is found to be void, voidable or unenforceable for any reason whatsoever, it shall not affect the validity or enforceability of any other provision of this agreement.

17. This agreement shall be for an initial term of five (5) years commencing on January 1, 2009 and ending on December 31, 2013. This agreement shall be automatically extended for additional five (5) year periods and upon the same terms and conditions. If either municipality intends not to extend or renew this agreement it must give notice to the other a minimum of one hundred eighty (180) days prior to the expiration of the initial term or renewal term of this agreement.

18. The Town of Clayton attorney will be the repository of the original Intermunicipal agreement.

Approved by the Village Board of the Village of Clayton this 10th day of MARCH, 2008.

Norma Zimmerman
Mayor

Norma Zimmerman
Clerk

Approved by the Village Board of the Village of Clayton this 12 day of MARCH, 2008.

Justin A. Taylor
Supervisor

Kathleen E. LaClair
Clerk

TOWN SUPERVISOR

Eric Gott
(585) 346-2157

TOWN CLERK

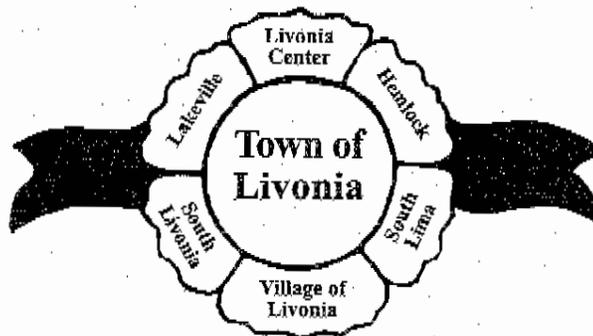
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(585) 367-3650
Fax (585) 367-3808

TOWN ATTORNEY
James W. Campbell

HIGHWAY SUPERINTENDENT

David M. Coty
(585) 346-3580

BUILDING & ZONING DIRECTOR

Kevin Masterson
(585) 346-2098
Fax (585) 346-4385

ASSESSOR
Lisa Bennett
(585) 346-6200

www.livonianyny.org

"This insittution is an equal opportunity provider and employer"

TO: Eric Morris

FROM: Kevin Masterson

OF: Town of Livonia, Building & Zoning Dept.

FAX NO: 1-888-388-8521

DATE: February 14, 2011

RE: Town/Village Agreement

NO. OF PAGES: 13 (including cover sheet)

* If you do not receive all pages please call 346-2098

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April, 1996, by and between the TOWN OF LIVONIA, a municipal corporation having its principal place of business at 35 Commercial Street, Livonia, New York (hereinafter referred to as the "Town"), and the VILLAGE OF LIVONIA, a municipal corporation having its principal place of business at 36 Commercial Street, Livonia, New York (hereinafter referred to as the "Village").

WHEREAS, pursuant to the authority granted by the New York State Village Law ("Village Law"), the Village has established a Planning Board having certain powers and authority relating to the planning and development of the Village, and

WHEREAS, pursuant to the authority granted by the New York State Town Law ("Town Law"), the Town has established a Planning Board having certain powers and authority relating to the planning and development of the Town, and

WHEREAS, the Town and Village have determined that it is in their mutual best interests to create a Joint Planning Board to serve on behalf of both the Town and Village with full power and authority as set forth in the Village and Town Laws.

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to General Municipal Law Articles 5-G and 5-J, the Village and Town agree to create and do hereby create a Joint Planning Board.

2. The Joint Planning Board shall have full power and authority to act for the Town and Village and shall have the same duties and responsibilities as set forth in the applicable provisions of the Village Law and Town Law.

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE

162 WASHINGTON AVENUE, ALBANY, NY 12331

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of LIVONIA, LIVINGSTON County, New York

Local Law No. 1 of the year 1996

A local law to to abolish the existing Zoning Board of Appeals of the Town of Livonia and establish a joint Zoning Board of Appeals with the Village of Livonia.

Be it enacted by the Town Board of the Town of LIVONIA, LIVINGSTON County, New York as follows:

Section 1. Pursuant to Articles 5-G and 5-J of the General Municipal Law of the State of New York, The Town of Livonia is authorized to create, by cooperative agreement with the Village of Livonia a joint Zoning Board of Appeals consisting of five members to be appointed as outlined in Section 2. below

Section 2. Appointment of joint Zoning Board of Appeals. The Town Board of the Town of Livonia shall appoint three members of the joint Zoning Board of appeals, one member to be appointed for a one year term, one member to be appointed for a three year term and one member to be appointed for a five year term. The Mayor of the Village of Livonia, subject to the approval of the Board of Trustees of the Village of Livonia, shall appoint two members of the joint Zoning Board of Appeals, one member to be appointed for a two year term and one member to be appointed for a four year term. Upon the expiration of the term of a member of the joint Zoning Board of appeals, that person or body which appointed the incumbent to the expiring term shall appoint his or her successor to a full five year term. Likewise, if a vacancy occurs other than by expiration of a term of office, that person or body which appointed the member who filled such office prior to the vacancy occurring shall appoint a successor for the balance of the term.

3. The appointing authority of an individual member shall have the power to remove a member pursuant to the appropriate sections of Article Seven of the Village Law or Article Sixteen of the Town Law.

4. The Livonia Village Board of Trustees and the Town Board of the Town of Livonia shall annually and jointly select the Chairperson for the joint Zoning Board of Appeals from the membership thereof. In the absence of such selection by the governing boards, such joint board may select one of its members to serve as Chair.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(1)

DOS-239 (Rev.7/90)

5. Upon the effective date of both this local law and the Intermunicipal Cooperation Agreement to be executed with the Village of Livonia, the existing Zoning Board of Appeals of the Town of Livonia shall be abolished and all matters currently pending before such Board shall be transferred to the joint Zoning Board of Appeals

6. This local law shall take effect upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

(Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 19 96 of the ~~(County)(City)(Town)(Village)~~ of Town of Livonia was duly passed by the Livonia Town Board April 4 19 96 in accordance with the applicable provisions of law.
 (Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 19 _____, and was (approved)(not disapproved)(repassed after disapproval) by the _____ and was deemed duly adopted on _____ 19 _____ in accordance with the applicable provisions of law.
 (Name of Legislative Body)
 (Elective Chief Executive Officer*)

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 19 _____, and was (approved)(not disapproved)(repassed after disapproval) by the _____ on _____ 19 _____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 19 _____, in accordance with the applicable provisions of law.
 (Name of Legislative Body)
 (Elective Chief Executive Officer*)

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 19 _____, and was (approved)(not disapproved)(repassed after disapproval) by the _____ on _____ 19 _____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 19 _____, in accordance with the applicable provisions of law.
 (Name of Legislative Body)
 (Elective Chief Executive Officer*)

*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairman of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 19____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19____ of the County of _____, State of New York, having been submitted to the electors at the General Election of November _____ 19____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

Vernice O. Tommy

Clerk of the County legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: April 4, 1996

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality.)

STATE OF NEW YORK
COUNTY OF Livingston

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

[Signature]

Signature

Town ATTORNEY

Title

County
City of Livonia
Town
Village

Date: April 4, 1996

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE

162 WASHINGTON AVENUE, ALBANY, NY 12331

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of LIVONIA, LIVINGSTON County, New York

Local Law No. 2 of the year 1996

A local law to to abolish the existing Planning Board of the Town of Livonia and establish a joint Planning Board with the Village of Livonia.

Be it enacted by the Town Board of the Town of LIVONIA, LIVINGSTON County, New York as follows:

Section 1. Pursuant to Articles 5-G and 5-J of the General Municipal Law of the State of New York, The Town of Livonia is authorized to create, by cooperative agreement with the Village of Livonia a joint Planning board consisting of seven members as outlined in Section 2. below.

Section 2. Appointment of joint Planning Board. The Town Board of the Town of Livonia shall appoint four members of the joint Planning Board, one member to be appointed for a one year term, one member to be appointed for a three year term, one member to be appointed for a five year term and one member to be appointed for a seven year term. The Mayor of the Village of Livonia, subject to the approval of the Board of Trustees of the Village of Livonia, shall appoint three members to the joint Planning Board, one member to be appointed for a two year term, one member to be appointed for a four year term and one member to be appointed for a six year term. Upon the expiration of the term of a member of the joint Planning Board, that person or body which appointed the incumbent to the expiring term shall appoint his or her successor to a full seven year term. Likewise, if a vacancy occurs other than by expiration of a term of office, that person or body which appointed the member who filled such office prior to the vacancy occurring shall appoint a successor for the balance of the term.

3. The appointing authority of an individual member shall have the power to remove a member pursuant to the appropriate sections of Article Seven of the Village Law or Article Sixteen of the Town Law.

4. The Livonia Village Board of Trustees and the Town Board of the Town of Livonia shall annually and jointly select the Chairperson for the joint Planning Board from the membership thereof. In the absence of such selection by the governing (If additional space is needed, attach pages the same size as this sheet, and number each.)

(1)

boards, such joint board may select one of its members to serve as Chair.

5. Upon the effective date of both this local law and the Intermunicipal Cooperation Agreement to be executed with the Village of Livonia, the existing Zoning Board of Appeals of the Town of Livonia shall be abolished and all matters currently pending before such Board shall be transferred to the joint Zoning Board of Appeals

6. This local law shall take effect upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

(Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 19 96 of the (County)(City)(Town)(Village) of Livonia was duly passed by the Town Board on April 4 1996, in accordance with the applicable provisions of law. (Name of Legislative Body)

(Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19 ____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 19____, and was (approved)(not disapproved)(repassed after disapproval) by the _____ and was deemed duly adopted on _____ 19____ in accordance with the applicable provisions of law. (Elective Chief Executive Officer*)

(Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19 ____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 19____, and was (approved)(not disapproved)(repassed after approval) by the _____ on _____ 19____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 19____, in accordance with the applicable provisions of law.

(Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19 ____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 19____, and was (approved)(not disapproved)(repassed after disapproval) by the _____ on _____ 19____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 19____, in accordance with the applicable provisions of law.

Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairman of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 19____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19____ of the County of _____, State of New York, having been submitted to the electors at the General Election of November _____ 19____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____, above.

Veronica Terenzi

Clerk of the County legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: April 4, 1996

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality.)

STATE OF NEW YORK
COUNTY OF Livingston

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature

[Signature]
Town Attorney

Title

County
City of Livonia
Town
Village

Date: April 4, 1996

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2009, between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, 13440, hereinafter referred to as the "**CITY**", and **LAKE DELTA VOLUNTEER FIRE DEPARTMENT, INC.**, a domestic corporation organized and existing under the laws of the State of New York, with its office at 8508 Elmer Hill Road, Rome, New York, with a mailing address of P.O. Box 596, Rome, New York 13442 hereinafter referred to as "**LDVFD**".

WITNESSETH:

The parties hereby agree as follows:

1. That in consideration of the sum of Four Thousand and 00/100 Dollars (\$4,000.00), paid by the aforesaid **CITY**, said **LDVFD** hereby agrees to assist the Rome Fire Department and to provide secondary fire protection in certain areas within the City of Rome for a period of one (1) year, commencing on the first day of January, 2009, and terminating on the 31st day of December, 2009, for all of the area being within the City of Rome and briefly described as follow:

All that tract or parcel of land bounded on the west by a line 500 feet westerly of Turin Road; on the south by the Inside District Corporation Line of the City of Rome; on the east by a line 200 feet easterly of the Rome-Westernville Highway, and on the north by the Town Line Road, and a line projected westerly from the Town Line Road and paralleling the Elmer Hill Road to Turin Road, westerly 500 feet from Turin Road and Lorena Road and including, in addition to the 500 feet boundary of all of the following roads: Kolton Drive, Dawn Drive, Morningside Drive, Evening Drive, Overhill Drive, Forest Lane, Sunset Lane and Pinecrest Drive.

Said protection shall be limited to second assistance on a first alarm response basis by **LDVFD**, together with the primary fire protection provided by **CITY**.

2. This Agreement may be terminated by either party upon the giving of ninety (90) days written notice sent by certified mail, return receipt requested, to the other party. In the event of termination of this Agreement prior to its expiration, **LDVFD** shall be paid on a pro rata basis for fire protection rendered during the time this Agreement is in existence.

LDVFD shall maintain its equipment in workable and efficient order and shall insure that said equipment meets all applicable Underwriters' Standards.

3. To the fullest extent permitted by law, **LDVFD** shall indemnify, defend and hold harmless **CITY**, its agents, employees and servants, against any and all losses, claims, damages, detriment, suit claims, costs, charges, actions, demands, liabilities or expenses, including but not limited to attorney's fees, by reason of the liability imposed by law or otherwise upon **CITY** for damages resulting from the performance of the requirements and obligations set forth in this Agreement by **LDVFD**.

4. **LDVFD** agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Workers' Compensation Act. **LDVFD** agrees to provide **CITY** with certificates showing that **LDVFD** has obtained the required Workers' Compensation and Disability Benefits coverage, or to submit proof that **LDVFD** is not required by law to provide such coverage.

Prior to execution of this Agreement, **LDVFD** shall file with the Corporation Counsel of the City of Rome a certificate of insurance relative to suitable and adequate liability insurance naming the City of Rome as an additional insured and holding **CITY** free and harmless for any and all liability connected with the fire protection provided by **LDVFD** under the terms of this Agreement.

5. **LDVFD** shall indemnify, defend and hold harmless **CITY** from any and all liability, which may arise out of the use of mutual aid companies on standby at the **LDVFD** station house while **LDVFD** is out of service or providing assistance to the Rome Fire Department.

6. **LDVFD** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **LDVFD** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **LDVFD** or its agents, officers, employees or subcontractors.

7. This Agreement shall not be interpreted to negate the established standard whereby all actions of said volunteer fire companies, including **LDVFD**, remain subject to all of **CITY'S** rules and regulations and departmental orders now existing concerning actions, departments and responsibilities in the line of duty. **LDVFD** shall comply with Rome Fire Department Operating Procedure Plan 95-7 dated September 20, 1995, or any successor rule or plan thereto.

8. Upon execution of this Agreement:

(a) The Oneida County 911 Emergency System will be relied upon to utilize a "dual notification" system whereby the **LDVFD** and the

Rome Fire Department shall be notified of any emergency, fire or service call, within the boundaries contained herein;

(b) In situations where either the Rome Fire Department or the **LDVFD** receives an emergency, fire or service call without the jurisdiction for which it is the primary response team, but within the jurisdiction of the other party to this Agreement, each fire department is required to notify the County Fire Control, via the Mutual Aid Frequency, requesting said entity to notify the appropriate jurisdiction.

9. By this Agreement, the Rome Fire Department in no way relinquishes or delegates its responsibility or authority in the areas covered by the Agreement.

All officers and members of **LDVFD** responding to fires and other emergencies under this Agreement shall be responsible to and follow the commands of line officers of the Rome Fire Department in the event that both departments respond and are present at the same fire or other emergency. However, the officers, members, and agents of **LDVFD** will be solely responsible for the operation of their own fire equipment.

10. In the event that **LDVFD** arrives at the scene of a fire or other emergency prior to the arrival of **CITY** fire apparatus and personnel, the officer in charge or his assignee shall immediately notify the Rome Fire Department of their presence thereat, the status of the incident, and a description of what apparatus is at the scene.

11. **LDVFD** shall file all required fire reports with the Rome Fire Department within fifteen (15) days of any incident.

12. Upon the execution of this Agreement, **LDVFD** shall file with the Fire Chief of the Rome Fire Department copies of all standard operating procedures of said volunteer fire department.

13. Officers, members and agents of **LDVFD** shall not hold themselves out as, nor claim to be, officers or employees of **CITY** by any reason thereof, and shall make no claim, demand or application for any right or benefit allowed to an officer or employee of **CITY**, including but not limited to, unemployment benefits, unemployment insurance, Workers' Compensation, social security coverage or retirement membership or credit.

14. No representations or promises shall be binding upon the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties in making such representations or promises.

15. Neither **CITY** nor **LDVFD** shall let, assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without prior express written consent of the other party.

16. If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.

17. Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

This Agreement is executed pursuant to Resolution Nos. 13 adopted by the Rome Common Council on February 25, 2009 and Board of Estimate and Contract Resolution Nos. 9 adopted February 26, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their duly authorized officers the day and year first above written.

THE CITY OF ROME, NEW YORK

BY: _____
JAMES F. BROWN, MAYOR

Approved As To Form
City of Rome, New York

LAKE DELTA VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____
Signature

Printed name and Title

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of _____, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **James F. Brown**, and did depose and say that he is the **Mayor** of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of _____, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, and did depose and say that he is the _____ of **Lake Delta Volunteer Fire Department**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: _____
DIANE MARTIN-GRANDE
CORPORATION COUNSEL

APPENDIX C

Local Codes and Laws Overview Chart

Overview Chart of Codes and Local Laws - Medina, Ridgeway, Shelby

Local Law	Medina	Ridgeway	Shelby
Abandoned cars & machinery			x
Abandonment of highway for public purposes		x	
Adult businesses	x	x	x
Alcoholic beverages	x	x	
Alternates to zoning & planning boards			x
Amending zoning ordinance; other zoning related	x	x	x
Amusement devices; circuses & carnivals	x	x	
Backflow preventer requirements		x	
Bikes	x		
Boating	x	x	
Brush, grass, weed removal	x	x	
Building permit		x	
Buildings - commercial & public assembly	x		
Buildings - moving & numbering of	x		
Burning - outdoor	x		
Cable television advisory board	x		
Cell tower moratorium			x
Cemetery hours - Boxwood	x		
Compensation to the town attorney		x	x
Construction codes	x		
Curfews	x	x	
Defense of town officers and employees	x	x	x
Dog control laws	x	x	x
Dog license fees		x	x
Drugs and alcohol testing policy		x	
Electrical standards	x		
Enclosing materials with tax bills		x	x
Enforcement of NYS uniform fire prevention & bldg code	x	x	x
Ethics code	x	x	
Fireworks	x		
Flood damage prevention	x	x	x
Games of chance	x	x	x
Garage sales			x
Glenwood Lake rules & regulations		x	
Highway improvements	x		
Installation of smoke detectors			x
Issuance of appearance tickets			x
Junk vehicles and junk		x	x
Kennels		x	
Mining & excavation law			x
Mobile homes		x	x
Multiple dwellings	x		
Noise control	x	x	x
Notification of defects/obstructions - hwys and sidewalks	x	x	x

Overview Chart of Codes and Local Laws - Medina, Ridgeway, Shelby

Local Law	Medina	Ridgeway	Shelby
NYS fire prevention code applicability			x
Parks	x		
Peddling & soliciting	x		
Police department	x		
Property assessment		x	x
Public access to records	x		
Recycling	x	x	x
Reducing tax exemption re: Sections 458a and/or b of tax law		x	x
Refuse and tires; garbage	x		x
Repair or removal of unsafe buildings	x	x	x
Repair shops		x	
Residency requirement	x		
Right to farm		x	x
Salaries of Town Clerk & Highway Superintendent/ other related		x	x
Sale of municipal property	x		
Sewer rates & regulations	x		
Sexual harrassment policy		x	
Sidewalks	x		
Signs - portable		x	
Smoking policy		x	
Snowmobile regulation		x	
Solid waste disposal and sanitary landfill law		x	x
Stop - intersections		x	
Storage containers - portable		x	
Street openings	x		
Street address display		x	x
Subdivisions - land regulations	x	x	
Tax - utility	x		
Tax enforcement	x		
Tax exemption - business investment	x		
Tax exemption - senior citizens	x	x	
Taxicabs	x		
Terms of office	x	x	
Trees	x		
Vehicle & traffic in Village; parking in towns	x	x	x
Veterans tax exemptions	x	x	x
Water	x		
Weapons	x		
Wind energy		x	x

APPENDIX D

Public Presentation

Slides from the Public Presentations on April 26, 2011 and May 12, 2011.



Medina-Ridgeway-Shelby Study
Options for the Future
Public Presentation by the Study Committee
April 26 and May 12, 2011

Study Consultants
Charles Zettek, Jr., Vicki Brown,
Center for Governmental Research
Rochester, NY 14614
www.cgr.org

Shared Services/Town Merger/Village Dissolution
Feasibility Study Committee (1)

- ▶ Representing Medina
 - ▶ Ann Bunch
 - ▶ Don Colquhoun
 - ▶ Charlie Slack
 - ▶ Adam Tableski

- ▶ Representing Ridgeway
 - ▶ Patty Blackburn
 - ▶ Nelda Callard
 - ▶ Rosalind Lind
 - ▶ Jeffrey Toussaint

Shared Services/Town Merger/Village Dissolution Feasibility Study Committee (2)

- ▶ Representing Shelby
 - ▶ Merle (Skip) Draper
 - ▶ Lawrence Fox
 - ▶ Nathan Pace (Committee Chair)
 - ▶ Howard Watts

- ▶ Alternates
 - ▶ Medina – Andrew Meier
 - ▶ Ridgeway – Robin Gardner
 - ▶ Shelby – Ken Schaal

3

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Study Committee Options Report

- ▶ Presents options for improving delivery of current services
- ▶ Represents work of full committee & 5 sub-committees:
 - ▶ DPW / Highways
 - ▶ Economic Development / Water / Sewer
 - ▶ Police
 - ▶ Fire / Ambulance
 - ▶ Buildings
- ▶ Reviewed every aspect of municipal operations

4

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Key Committee Conclusions (1)

It does not make sense:

1. To dissolve Medina and leave Towns intact
 - ▶ *Splitting Village operations between Towns would be inefficient*
 - ▶ *Annexing Medina to a Town = serious fiscal impact for other Town*OR
2. To consolidate the 2 Towns and leave the Village in the middle
 - ▶ *Would miss scale and efficiencies inherent in including the larger Village*
3. There is no benefit to changing the current fire service boundaries at this time

Key Committee Conclusions (2)

4. The options **DO NOT** cut any existing services
5. There are two approaches to improve the delivery of Town and Village services:
 - ▶ Heightened Shared Services - keep the three governments but consolidate some functions
 - ▶ Consolidate into a single entity - consolidation is natural flow from heightened shared services to a single integrated community.

Savings and Efficiencies

▶ **Heightened Shared Services will:**

- ▶ Enhance delivery of some key services
- ▶ Reduce costs through efficiencies
- ▶ Reduce some direct costs

▶ **Consolidation will:**

- ▶ Produce more direct cost reductions
 - ▶ Low estimate - \$205,000
 - ▶ High estimate - \$406,000
- ▶ Qualify for State Consolidation Incentive Funding to reduce property taxes
 - ▶ \$622,000 – new funding is annual and ongoing

COMMITTEE REPORTS

DPW/Highway Heightened Shared Services Approach

- ▶ Have one water/sewer department
 - ▶ Benefits – operational efficiencies
 - ▶ Direct net cost savings = \$0 in short term
 - ▶ Longer term – cost reduction likely due to better system delivery decisions
 - ▶ Centralize water billing
 - ▶ Benefits – coordinated billing and centralized staffing
 - ▶ Direct net cost savings = \$10,000
 - ▶ Have scheduled early shift
 - ▶ Benefits – operational efficiencies
 - ▶ Direct net cost savings = \$5,100
-

9

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DPW/Highway Single Government Approach (1)

In addition to Heightened Shared Services approach:

- ▶ Centralize maintenance for DPW, highway, police, other
 - ▶ Benefits – operational efficiencies
 - ▶ Direct net cost savings = \$10,000
 - ▶ Required investment = \$100,000 for a new bay
 - ▶ Restructure DPW / Highway Leadership
 - ▶ Benefits – operational efficiencies
 - ▶ Direct net cost savings = \$25,000
 - ▶ Features – appointed superintendent, 2 deputies, 1 water/sewer lead
-

10

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DPW/Highway Single Government Approach (2)

- ▶ Have 1 fulltime clerical support to top administrator
 - ▶ Benefits – operational efficiencies
 - ▶ Direct cost increase = \$28,000
- ▶ Sell duplicate equipment
 - ▶ Benefits reduce overlap
 - ▶ One-time savings = \$10,000 - \$20,000

Economic Development/Water/Sewer Heightened Shared Services Approach (1)

- ▶ Create process for agreements involving water and sewer outside Village boundaries
 - ▶ Foundation agreement – how and at what cost Towns can access sewer and water services and how Village costs to provide shared equitably
 - ▶ Development agreement– details for developers cost/procedures to access sewer and water in the TOVs
 - ▶ Benefits – streamlined community approach
 - ▶ Direct net cost savings = highly likely, but hard to quantify

Economic Development/water/Sewer Heightened Shared Services Approach (2)

- ▶ Have a joint planning / zoning /code enforcement process
 - ▶ Benefits – streamlined process, community focus on zoning and planning
 - ▶ Direct net cost savings = \$15,000

Economic Development/Water/Sewer Single Government Approach

In addition to Heightened Shared Services approach:

- ▶ Maintain the existing agreement between Medina and the Niagara County Water District
 - ▶ Benefits – per NYS Department of State legal counsel, if the 3 governments merge, consolidation law would permit Medina to be considered a separate water district
 - ▶ Thus, no change in how water rates determined across community
 - ▶ No direct cost savings assumed but other benefits as noted

Police

Heightened Shared Services Approach

- ▶ Keep existing Village Police but pursue shared services with Sheriff
 - ▶ Benefits – potential for reduced operating costs for the Village and improved response for TOVs
 - ▶ Direct net cost savings = subject to negotiation with Sheriff

Police

Single Government Approach

- ▶ Police department and operations remain as an enhanced service provided to the area within the former Village. Towns-outside-Village keep current Sheriff-level service.
 - ▶ Benefits
 - ▶ Keeps current level of police service
 - ▶ Eliminates shifting of costs to areas outside current Village
 - ▶ Implementation
 - ▶ Requires approval of NYS Legislature for either a town special district or a city charter that includes service zones
 - ▶ No additional direct cost savings but other benefits as noted

Fire & Ambulance

Single Government Approach – Town

- ▶ Create a fire district for the area within the current Village boundaries; create a not-for-profit ambulance service to serve the region; and create a Town ambulance district
 - ▶ Major benefits
 - ▶ Legal change, but not a physical one
 - ▶ Overall cost of Village fire and ambulance service can remain same
 - ▶ Residents of Village (fire) and region (ambulance) see no change
 - ▶ Retirement benefits of paid career fire staff protected
 - ▶ Third-party billing can continue
 - ▶ Issues of liability for local government can be eliminated
 - ▶ One-time costs = \$3,000-\$5,000 to transfer ambulance operating authority; \$25,000 - \$30,000 legal fees

17

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Fire & Ambulance

Single Government Approach – City Model

Existing Medina F.D. becomes a city fire department per a new city charter.

- ▶ Major benefits
 - ▶ No change in how residents receive fire / ambulance services
 - ▶ Cost of service can remain unchanged
 - ▶ Fire company service areas unchanged
 - ▶ Medina paid career staff maintain retirement / benefits
 - ▶ City can have agreement with 3 volunteer companies about who responds and when – model exists in Rome, NY
- ▶ One-time cost
 - ▶ \$3,000-\$5,000 to transfer ambulance operating authority

18

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Municipal Buildings Heightened Shared Services Approach

- ▶ Centralize Village Clerk's functions and centralize water billing and code enforcement for all 3 municipalities in City Hall; sell or lease Village Clerk's Building
 - ▶ Benefits – operational efficiencies, reduce cost of 1 municipal building
 - ▶ One time cost savings = \$105,000 to \$128,000 if building is sold, plus building could go back on the tax roles

Municipal Buildings Single Government Approach

- ▶ Sell the Ridgeway Town Hall and once transition to merged government complete, decide whether to sell the Village Clerk's Building
 - ▶ Benefits
 - ▶ Revenue from sale of municipal building
 - ▶ Allows full consolidation on a functional basis
 - ▶ Implementation
 - ▶ Assumes mix of funding to support City Hall upgrades
 - ▶ One time cost savings = \$123,000 - \$150,000 if building is sold plus building could go back on the tax roles

A Special Issue for Community to Address

- ▶ Numerous Study Committee recommendations involve greater use of “City Hall”
 - ▶ Building is underutilized
 - ▶ Is key community asset
 - ▶ Essential minimal improvements: new elevator and 2 new handicapped accessible bathrooms
 - ▶ Elevator / associated costs = \$240,900
 - ▶ Restroom improvements = \$79,140
- ▶ The community needs to address the issue of City Hall and its potential role as a part of a municipal campus

21

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Fiscal Impacts of Consolidation (1)

- ▶ Have 1 elected full time manager (supervisor or mayor), who receives \$70,000 (salary/benefits) and pay each of 4 board members \$2,500 salary/benefits
 - ▶ Net cost savings = \$3,000
- ▶ Have only one appointed top clerk
 - ▶ Net cost savings = \$103,000
- ▶ Absorb some clerk functions
 - ▶ Net cost savings = \$46,000
- ▶ Total savings range - \$205,000 - \$406,000

22

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Fiscal Impacts of Consolidation (2)

- ▶ Major consolidation benefit = increased AIM funding of \$622,000
- ▶ Could become a town
 - ▶ Cost impact – would lose Gross Utilities Receipts Tax of \$94,400
 - ▶ Would require state legislation to create a police district
- ▶ Could seek a city charter
 - ▶ Much harder process than consolidating as a town
 - ▶ Revenue benefits:
 - ▶ Keep Gross Utilities Tax
 - ▶ Shift cost of courts to NYS = \$115,000

23

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Property Tax Savings Consolidating as a Town

- ▶ Assumes entity is a Town
 - ▶ Baseline in Village = \$1.86/\$1,000
 - ▶ Baseline in Towns Outside Village:
 - ▶ Shelby = \$.70/\$1,000
 - ▶ Ridgeway = \$.71/\$1,000
 - ▶ At High End Estimate – approx. \$.50/\$1,000 more savings

24

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Property Tax Savings Consolidating as a City

- ▶ Assumes entity is a City
 - ▶ Baseline in Village = \$2.39/\$1,000
 - ▶ Baseline in Towns Outside Village:
 - ▶ Shelby = \$1.25/\$1,000
 - ▶ Ridgeway = \$1.28/\$1,000
 - ▶ At High End Estimate – approx. \$.50/\$1,000 more savings

25

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Committee Recommendations

- ▶ The Village and Town Boards initially pursue shared services recommendations especially:
 - ▶ Economic Development
 - ▶ Joint Water operations
 - ▶ Consolidate municipal buildings
- ▶ The Village and Town Boards consider consolidating into one government entity. Committee consensus is to consolidate into a single Town.
- ▶ The Village and Town Boards seek state grants to:
 - ▶ Help fund a joint municipal building renovation costs
 - ▶ assist with the legal and other one-time costs to consolidate

26

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Next Steps

- ▶ Project Website
 - ▶ www.cgr.org/medina-ridgeway-shelby

- ▶ Final report delivered to Joint Boards – 5/31
- ▶ Committee work completed
- ▶ Boards to decide if and how to move forward with any recommendations

THANK YOU!

QUESTIONS/COMMENTS

Q & A from the Public Presentation on 4/26

- Q. What would be the name of the consolidated entity?
A. *Will need community discussion.*
- Q. Will consolidation require a public vote?
A. *Yes. Voters in all three entities would all have to approve any consolidation.*
- Q. Why do village voters get to vote twice?
A. *Village voters would vote whether or not to consolidate their village. As town residents, they also get to vote on whether or not to consolidate their town.*

Q & A from the Public Presentation on 4/26

- Q. Please explain the state consolidation incentive funding
A. *Since 2007, New York State has provided an incentive for entities to consolidate. This is currently called the Citizen's Empowerment Tax Credit (CETC). The legislation calls for annual payments based on a formula. For the Village and two Towns, the formula results in an annual payment of \$622,000 per year going forward if all three entities consolidate. Like all state funding, CETC appropriations are subject to the annual state budget process.*

Q & A from the Public Presentation on 4/26

Q. How would the Shelby facility be used?

A. *It will have the consolidated courts and continue as the center of highway operations. The remaining administrative space in the town hall would have some combination of administrative operations, depending on how these are organized between City Hall and the Shelby facility.*

Q & A from the Public Presentation on 4/26

Q. How would City Hall be used?

A. *City Hall would continue to house the Police and Fire departments. As the administrative center, key operations like finance, the clerk's office and related operations will likely go into the renovated building. But details about what goes into City Hall and into the administrative space at the Shelby facility need to be worked out as part of a detailed space allocation plan. Making sure there is adequate parking will be part of the detailed development planning process.*

Q & A from the Public Presentation on 4/26

- Q. What will happen to the elected Town Clerks and Highway Superintendents?
- A. *First, existing office holders would serve until their current terms expire.*
- Second, if the consolidated entity is a Town, as part of the public referendum, voters will determine whether or not to have the new Town Clerk and Highway Superintendent be appointed or elected.*
- Third, if the consolidated entity is a City, the Clerk and Highway/DPW director would become appointed.*

Q & A from the Public Presentation on 4/26

- Q. What will happen to current municipal employees?
- A. *The intent of the Study Committee is to not eliminate any existing jobs. Over time, employees will be shifted around to improve response times or reduce overtime needs. To achieve the highest level of projected savings, the Committee recommends not filling currently vacant positions and eliminating two current highway positions only once they become vacant.*

APPENDIX E

Public Feedback

Feedback received by the Study Committee following Public Meetings.

Medina Public Meeting

April 26, 2011

Questions & Answers

The major Questions posed at the April 26 public meeting and responses are summarized in slides 29 through 34 of the PowerPoint presentation included as Appendix D

Medina Public Meeting

May 12, 2011

Questions & Answers

Questions posed at the May 12 public meeting and responses provided by the Committee at that meeting are summarized below.

1. Speaker
 - a. Q: Who pays in the future for police and fire?
 - i. For police district – costs remain with Village taxpayers
 - ii. Fire District - unchanged.
 - iii. Thus, there is no shift in who pays for police and fire.
2. Speaker
 - a. Did they explore expanding the police district to town?
 - i. Yes – didn't make sense to do this.
 - b. Have we looked at the current police department facilities?
 - i. Yes – the idea is to leave police where they are.
3. Speaker
 - a. Why did TREK go to Lockport?
 - i. It just expanded to Lockport.
4. Speaker Comment:
 - a. To respond to previous question – used to be IDA. TREK's president lives in Lockport. They could not attract the people who were interested in living in the Medina area.
5. Speaker

- a. Where is the elevator in City Hall?
 - i. The architect's plan for an elevator for City Hall is available for review.
6. Speaker
 - a. What about parking at City Hall – very limited?
 - i. Committee did look at parking, looked at employee needs plus needs of public. Elevator plus use of drop box. Plus new entrance at the elevator.
7. Speaker Comment
 - a. About City Hall
8. Speaker
 - a. Employees covered by the 5 unions. Are they aware that Police and Fire won't be as affected? (She is concerned about loss of union benefits.) Also, lose the right to elect appointees?
 - i. Yes there are reductions but through attrition. Committee feels there is a necessity for making changes over time.
 - b. Loss of elected officials?
 - i. It could happen
9. Speaker
 - a. Doesn't want to lose Town Clerk
 - b. Wants to serve on the city Charter commission if that happens
 - c. It is frightening
10. Speaker
 - a. Shared services and consolidation – boundary is blurred.
 - i. Shared services are already working.
 - ii. Shared services = a logical step toward consolidation.
11. Speaker
 - a. Reduce P.T. Clerk – that is loss of a job
 - b. Eliminate 3 in DPW dept over time
 - c. Water clerk gets called all the time
 - i. Committee was asked by the employers to recommend consolidated water billing.
12. Speaker
 - a. Does the tax cut include Consolidated Empowerment Tax Credits (CETC)?
 - i. Yes
 - b. (Doesn't believe that CETC will come through. He is afraid that state will cut the aid)
 - i. Reality is that if state cuts so much we are going to be in worse shape.
13. Speaker
 - a. Why was this meeting published only one time and in the Medina paper?
 - i. It was in Batavia paper as well as Medina. We did the best we could.
14. Speaker

- a. At the end of the day – same amount of roads, water lines, etc. Who’s picking up the slack if you cut positions?
 - i. Having consolidated Highway staff, instead of 3 separate departments, allows for more options re: efficiencies
15. Speaker
- a. What if we do nothing?
 - i. We need to at least get a joint planning board and streamlined economic approach.

Medina-Shelby-Ridgeway Study Public Feedback

April 26-May 20, 2011

The comments below were delivered to the Committee via the project website, email, standard mail or were written on comment forms and hand-delivered to Committee members following public forums held April 26 and May 12, 2011. Providing a name with one's comment was optional.

(Note: A summary of comments made during the April 26 forum appear in slides presented at the end of the May 12 PowerPoint Presentation to the Public, and the comments made at the May 12 forum appear in a separate document. Both of these documents can be found immediately prior to this feedback summary.)

1. With the outlying areas outside of the confines of Medina be subject to village taxes should Medina, Shelby & Ridgeway consolidate?
2. I do not believe we can afford to retrofit the Medina City Hall. It's a beautiful building but will not make a convenient central government facility for the 21st century. The major savings would be in reduced personnel.
3. I cannot see how you can justify the elimination of 2 MEO's. I answer the phones for our highway department and the calls that I take range anywhere from the condition of roads during the winter to dead woodchucks in the road. Our guys do the best they can to keep up with these calls but then are expected to stay at top of their daily workload. And I'm sure it's the same way in the Town of Ridgeway and to some extent in the Village.

If our guys are not able to get to some of these calls as fast as the residents think they should, they call back, upset that we haven't gotten to their problem. And the only reason the problems may not have been gotten to is due to the fact that there's not enough hours in a day. And if two of these positions get eliminated, you think these things are going to get done any faster?

I also do the water for the Town of Shelby and I have meters that need to be repaired or replaced and I keep a running list of such and yes, we do have one man in general do the water but he is an MEO and has other responsibilities also. So much work, too few men.

And as far as the shared services, our guys work with other towns and villages quite regularly and visa versa. Our equipment and manpower are shared. Just now our Highway Superintendent took some of our equipment over to

Ridgeway to try and locate a water leak. You couldn't ask for a better bunch of hard working guys. If this consolidation were to go thru I can see conflicts arising between the workers. Why not leave things the way they are? It works and works well, why fix it? Or does it need to be fixed to bail out the Village of Medina?

It was brought to my attention that the Gwinn St. project was done incorrectly and that the contractor responsible for the paving had to go back and undo everything that was wrong and do it correctly themselves. Waste of money on the villages part?

Speaking as the water clerk, had anyone considered the cost of breaking contracts with the billing and reading programs so as to maintain water under one entity? And possibly the cost of switching meters over? It's currently about \$100 per meter to change them from touch readers to radio frequency. I have worked as water clerk for 15 years and would hate to give up the personalization that I am able to show my customers.

The parking, or lack of, for the customers if things were to be centrally located in the Village Hall. Way too far for our elderly to walk, elevator or not. Take in to consideration the distance in inclement weather.

And that \$600 thousand from the State? Really? They can say it's available but that doesn't guarantee it.

Really, if some of the people on the boards walked in our shoes, they would also see why too that we feel the way we do. They can talk the talk but they need to walk the walk.

4. I feel it is too costly to even think about consolidation. If the village if having financial hardships they need to stop the over spending. I don't think the town should have to bail them out at our expense. CONSOLIDATION COSTS MONEY!!!!

I feel the survey didn't compare apples to apples in most instances. Consolidation would make each and everyone loose their voice in local government. The personal touch would be gone. I do believe in some shared services which are already being done. As fas as the 600,000.00 - it is not a guarantee. I also understand it is not a current amount. Thank you.

5. Who gets to vote on the proposals? I am not a resident of the Towns or Village, but I own property in the village of Medina and in the town of Shelby. – *Christine Mason*

6. I attended tonights public forum regarding Medina-Ridgeway-Shelby Shared Services, Town Merger and Village Dissolution Feasibility Study. I am thankful for all the work the committee members did.

I was disappointed in the attendance - I hope that before the public votes, more residents are better informed regarding their options. I was glad to hear Mr. Pace indicate that no jobs would be lost. I work for the State of New York (NYS Department of Labor) 31 years - in my department the state is stressing using "plain language" to explain the pros and cons to the public. Please use the local newspaper to explain pros and cons of each situation.

7. After reading the consolidation study report and attending the last public meeting a number of questions and comments came to mind.

Several years ago when a joint Comprehensive Plan and subsequent revision of Zoning Regulations was undertaken, a strong focus was placed on determining the interest, needs and concerns of the citizens of the municipalities involved. Extensive survey work was done at the very beginning of the process to chart a course of action that truly reflected the needs and wishes of the communities. Even back then, at the beginning of personal mass communication, numerous ways for the public to comment and have input were used. That seems sadly missing in this present work. Also, this study rather than being guided by an unbiased consultant, is being conducted by a NFP that in large part owes their existence to grants focused on downsizing and consolidation. Much independent study has been done on the issue of municipal consolidation. The results of the majority of it has shown that efficiencies may be had but cost savings rarely materialize. In fact in gaining efficient services costs can rise over time. Village government has been shown to be the most efficient form of government in NYS. Please look carefully at the history of consolidation in NYS. I am amazed that the option of becoming a city was even mentioned. That is not going to happen in NYS.

I was very interested in the recommendation to consolidate the Planning and Zoning Boards and Code Enforcement Offices. Having been a member of the Orleans County Planning Board for the last sixteen years I have had the opportunity to closely observe the evolution of planning and zoning practices in the municipalities now under study. Two facts stand out. First, the Village of Medina has consistently seen the greatest number of planning and zoning applications not only in the municipalities under study, but in the entire county. In my opinion our boards have more experience and better training than any others in the county. They have focus and vision and are at all times guided by the law. Second, application reviews and decisions rendered by the planning and zoning boards in Ridgeway and Shelby have illustrated a fundamental and deep difference of vision and direction between the Village and the Towns. The zoning regulations may have been standardized for the western Orleans communities but their implementation has been vastly

different. Development at any cost seems to be the focus of development in the towns. That attitude will never bring harmony or success in the Village. How with the stroke of a pen do you expect this all to magically change?

As for Code Enforcement, this is a possible point to consolidate services, but only with a much greater commitment of resources from the towns. For as long as I have held my position here it has been evident that the programs in the towns lacked a commitment of interest and resources to have a truly professional program. The steps necessary to attain the desired level of professionalism and service would with consolidation result in efficiencies but very probably at a higher cost. My personal opinion is that whatever the cost this must be done to protect and serve the people of the communities.

In consolidating planning, zoning and code enforcement programs, there will be some costs I did not see identified in the study. Such consolidation would necessitate a new comprehensive plan and a revision of the zoning regulations. A long and costly process on both counts.

Finally I found Mr. Pace's comment in the Journal how the committee tried very hard to "walk in the shoes" of the municipal employees to gain information necessary for their work somewhat humorous. I can tell you that the only person that has been in my boots is me. With the exception of a ten minute conversation with the consultant very early on, no one has contacted me. In the sixteen years I have served as Village Code Enforcement Officer, worked with the Village Planning and Zoning Boards and served as a member of the Orleans County Planning Board, I have completed close to fifteen hundred hours of training on code enforcement, planning and zoning topics. I feel that the knowledge gained has given me enough insight to make these comments.

I am unable to attend the meeting this evening, but wanted to offer these comments.

Thanks for listening. – *Marty Busch*

8. Can you please put on Medina, Ridgeway & Shelby Shared Services, Town Merger & Village Dissolution Study website the architect design for Village of Medina (City Hall)
9. In regards to the consolidation of the village and 2 towns, I feel there are several reasons that this would not benefit the taxpayers/citizens of Medina, Shelby and Ridgeway. First of all, as the bookkeeper for the Town of Shelby for almost 13 years, I would like to question box #25 of the Power Point Presentation for Public Forum that was presented on 10/19/2010. It states that Shelby has a DARE program. In the 13 years I have been here, I have never known Shelby to have a DARE program, which makes me aware that more

information being presented to the public is not completely correct. (Note: The Study Committee corrected the slide noted. It now reads DAPC for Drug Abuse Prevention Council.)

Since the need to cut back on employment/employees is being heavily considered, why not start with the amount budgeted for the Village of Medina employees, considering that is the main reason this consolidation is even being looked into.

Loss of jobs is only going to add loss of services to the public, which we at the Townships receive complaints on every day. Town of Shelby is already short 1 MEO. There isn't enough hours in the day for our highway men to keep up with their daily work, let alone the complaints that come in on a daily basis regarding snow plowing, holes in the roads, water issues, etc. What sense does it make to our public to cut back on 2 more MEO positions and be down a total of 3 men? Absolutely none.

As for cost savings....What cost savings? First and foremost is the \$622,000.00 that is being thrown out there. That money or amount is not guaranteed by any means, and even if the state does grant it, will the state have it to give? Then we have all the improvements that need to be done, such as an elevator, restrooms, 3 bay garage, etc. Again, what savings?

I firmly believe that this study was not done with a committee of "bias" individuals and is very unfair to the employees of said entities.

Thank you.

10. Medina-Ridgeway-Shelby Study

- I have a concern about the Centralizing Village Clerk's functions and centralize water billing and code enforcement for all 3 municipalities into City Hall. Has there been any thought about parking issues?
- I have had some people ask who would be eligible to vote. Would it be property owners or registered voters?
- Each town and village has their own zoning text now. Would the zoning text have to be rewritten if there is a merger?
- Has there been any consideration about including shared services with the School District? One thing that I feel could be beneficial is a shared fuel barn.
- Is the \$622,000 guaranteed to get every year? – *Kirk Myhill*

11. *The following is an email exchange of comments involving resident Mary Woodruff, Ridgeway Town Supervisor Brian Napoli, and CGR Project Director Charles Zettek Jr.*

Hello (CGR staff member),

Allow me to introduce myself, please. I am Mary Woodruff, a lifelong resident of the village of Medina. I am good friends with Rosalind Lind and Nelda Callard. I presented many questions to both committee members regarding the study that was done involving Shelby/Ridgeway/Medina. Rosalind was not able to answer the questions, so she suggested I go to the source...you and your team.

I viewed the video that was posted on the web (Apr 27) which featured Nathan Pace, spokesperson for the Committee of 12. (that's my reference to the select panel) I had a strong objection to his usage of the phrase "there is no justifiable reason not to consolidate". That biased presentation threw me into a tailspin because not all of us wanted any type of merger...nor the study done in the first place. Obviously you can tell I am one of those people.

Before I begin my questions, let me tell you more about my stance. In my workplace we had a "consolidation or merging" of three district buildings which resulted initially in the loss of 14 teaching jobs. (We were promised there would be NO reduction in staff) Within a short time following this action more jobs were lost because services were "streamlined" (a nice way of saying reduced) and the students were affected. But the taxes went down. Some of the residents in the district I worked were very upset that they had lost their "neighborhood" school and were now forced to do things differently, such as placing their kindergarten child on a bus for 40 minutes to go to the new elementary school located eight miles away while in reality...they lived a block from the former elementary school. Unfortunately the whole merger was simply DONE and the people never had an opportunity to vote on the proposition. Oh yes, there were public forums also...but unfortunately the data gathered influenced those in charge and the change was made regardless of how people felt about it. Which leads me to my first question:

1. Please explain to me why the eligible voters in the village of Medina will vote twice on the "Merge" proposition while the residents of voting age in the Town of Shelby/Ridgeway vote once.
2. Please explain to me, for example, within the highway department the elected superintendents will be abolished and a new "commissioner" will be appointed (?) along with two deputies...how will this all be done? What format does your consulting company have in mind to initiate this proposal? Where is the democracy in this format? What happens to the officials who were already elected by the people to serve the people?
3. How many jobs will be lost just in the three work (highway, roads, streets) maintenance /plowing crews (Shelby/Medina/Ridgeway which I believe are referred to as WTE) if not immediately, in the near future? What is your projected

number? You know the WTE's will be reduced just as sure as I know my name is Mary. What is the proposed goal?

I am only proposing a few questions at this time so I can review your reply. If your reply leads me no where, I will continue to present these questions to some source until they are answered.

My reading of your collected data and its analysis will continue and the list of questions will grow.

I look forward to your responses and I appreciate the time it will take for you to complete this courtesy.

Respectfully,
Mary Woodruff

Reply from Brian Napoli

Hi, Mary:

This is Brian Napoli. While I am not on the committee, I have attended some, not all, of the meetings. Also, I read the full report.

In the interest of helping, I will attempt to answer your questions. I am not an expert on this study. My answers come from what I have learned from the meetings and reading the report.

Also, I have copied Vicki, Charles, and members of the committee.

If, after you read this, you have more questions, please let me know and I will attempt to help.

1. Voting. The reason residents of the Village vote twice is because they live in both the Village of Medina and, depending on what part of the Village, in either Ridgeway or Shelby. They vote once to decide if the Village should dissolve, and, again to decide if their respective Town should merge. You are correct, it does sound odd. However, if you think about it, Village residents do live in two municipalities. It is only fair to allow them to vote on both dissolution and merger.

2. Appointed Clerk and Highway Superintendent. It is my understanding that this is a proposal. If we consolidate to one Town, we do not have to have an appointed Clerk and Highway Superintendent. They can be elected. It will be the people's choice. However, if we re-organize as a City, it is my understanding that the Clerk and Highway Superintendent must be appointed. I believe this has to do with State Law and the State Constitution. If we consolidate to one Town, the proposal that would be part of the referendum would state either appointed or elected Clerk and Highway Superintendent.

Also, regardless of what the decision is, it can always be changed by another referendum.

3. Job loss. The proposal is for any job reduction to happen through attrition (retirements). Initially, there will be one Superintendent and two Assistants. One to handle water/sewer and the other streets and roads. There is no real way to determine how many will be lost at one time. It will have to be watched over time. As time passes, needs will have to be examined to see if the department should be reduced.

I hope this answers your questions. If you have any more please feel free to contact me.

Thank you for your interest.

Sincerely,

Brian

Response to Brian Napoli, from Mary Woodruff

Hi Brian,

Thank you for your quick and informative response. I am communicating while staying in Sanibel, FL, so I was not able to attend the first informative meeting.

Your responses have added depth to my knowledge and helped to clear many of my questions. Your explanation of the voting process finally makes sense to me...thank you.

The upkeep of the roads and plowing of these same pathways is very much a concern of mine. I have so many friends living elsewhere and have to deal with very poor upkeep while paying high taxes. I have always been very satisfied and appreciative of these employees who are out in all kinds of weather/conditions providing the means for safer traveling on the streets, roads, and highways. I just hate to see this changed at all. I did get upset when I read that a husband and wife team served on this committee. I know one was a 'consultant' but I had real difficulty with that selection. As you recall I tried to get on this committee originally by conferring with you but I was too late. I am still very interested in serving on any of the sub-committees if you should decide to broaden the choice of participants. People can't get involved if they have no idea there are openings. I don't get the Journal-Register for very personal reasons...and I find it extremely difficult to know what is going on in Town of Ridgeway. Would you please suggest a means of communication I could use to keep updated on all committee openings/and/or elected positions. I know I was offered zoning and I am still considering it...but I had hoped for a more "active" role.

2. Just the fact that we would have to lose our vote as to who became Town Clerk and Superintendent is enough for me to reject the choices. I don't want to lose my voice in government. In the village I have no voice as to who our

Village Clerk is and other assigned positions. Unfortunately all of those are "appointed" by a mayor who may only be 'one term' and then we are 'stuck' (for lack of a better descriptive word) with his/her appointees. So...I definitely do not see any positive solutions with any of these proposals. (I want you to know this because you are my Supervisor...and part of the reason, I am told, that this whole study came about was the "squeaky" voices demanding changes were heard and acted upon. While the silent (perhaps majority) was not having a problem with the system as is) This way you know and I would love to let my Town Council know. Is there a website or a means of communicating with these people available? I am never, ever asked my opinion on any political issue...how do these representatives know where their constituents stand? Seriously, how?

3. Nice explanation...unfortunately I see that the Commissioner would be management (that's a loss right there) and the deputies would what....be appointed? Hmm...I am losing my voice in my local government once again. This is very scary. I see the same names on the committees...village and town...I see generations family members serving on the committees...I see three members from the same family serving on the committee in Ridgeway. Yikes. That is scary. Where is the representation here? So...number 3 really does nothing to secure my positive vote for any of the proposals dealing with this topic.

Again, I thank you for your responses and for listening to me. I fear the power of the State Regs moving in and the voice of the common man being stifled one more time...all for the almighty dollar.

Respectfully,
Mary Woodruff

Charles Zettek (CGR) response to Mary Woodruff
Good afternoon Mary,

Thank you for sending your comments to us. We will forward them to the Committee to take into consideration as they develop the final report to present to the town and village boards after the two public hearings.

Brian Napoli provided an excellent response to your questions, which is pretty much how I would have answered them.

I think a key starting point is to remember that any consolidation of any of the governments would require a public referendum. This seems to be different than the situation you described regarding the shutting down of schools through a consolidation and merging process, which was done by a school board. Any consolidation of actual governments, i.e. the two town and one village governments, will require a public vote, per state law. Thus, it will

come down to a democratic vote by the people whether or not to consolidate their governments.

Regarding your three questions:

1. Brian's answer is what I would have said. It is no different than what currently exists. Village voters get to vote in a village election now. Village voters also independently get to vote in a Town election now because they are voters in a Town. Town voters outside the village get to vote in the Town election.

2. Brian's response hits all the key points. By state law, Towns can choose whether or not to have elected or appointed Clerks and Town Highway Superintendents. If a Town currently has an elected clerk and/or an elected highway superintendent, these can be changed to appointed positions, but only after a public vote to make that change. So, such a change would not be able to occur unless a majority of voters approve it. In the case of a new town being created under the consolidation scenario described in the report, the voters would have to approve, as part of the creation of the new town, whether or not to have the town clerk and highway superintendent positions be appointed or elected. If, instead of a town, the proposed new entity were to be a city, the city clerk and director of public works positions would have to be clearly identified in a proposed city charter. To my knowledge, there is just one city with an independently elected public works commissioner, and they are currently studying whether or not to change their city charter. I know of no independently elected city clerks – usually they are appointed by city council. However, the question about these positions in a proposed city is beyond the scope of this study. That would be something to be addressed by the next phase of the project – if in fact the town boards and the village board wished to study what it would take to create a city. To move forward, they would need to create a city charter commission to draft up a proposed city charter, which would also have to be approved by the majority of voters in a public vote prior to anything happening.

By the way, in terms of current elected officials, they would serve out their term until such point in time that any newly created entity comes into effect. There have been some towns that have gone from an elected to an appointed highway superintendent. In those cases, the last person running for the position understands that they will be the last elected person holding that position.

So, there is always a transition period.

3. Brian summarizes the committee's recommendations regarding staff reductions – these would be based on experience with whether or not the work required could be performed with less staff over time as the larger combined work force achieves efficiencies, and naturally occurring vacancies would

simply not be filled. The specific answer to your question regarding how many jobs will be lost has two parts to the answer. There are 7 different DPW/Highway operations recommendations listed in the main section of the Options report. None of these result in direct job losses – they represent shifting employees around in some cases to improve response times and reduce overtime needs, or, in the case of the clerical support, there is the recommendation to create a full-time administrative support position to provide better support than can be provided by the part-time positions currently providing back-up to the highway departments. In a separate section toward the end of the report, the committee identified additional possible future efficiencies that could save personnel costs. These are listed on page 34 of the (Options) report. For highway operations, these consist of not filling a currently vacant position, and eliminating two highway worker (MEO) positions as they become vacant, for a total of three positions.

I will forward your original e-mail and this response to the Committee Chair, for distribution to all of the Committee members for their consideration.

Please feel free to forward any other questions to me, or the Committee Chair, Nathan Pace, who is copied in on this e-mail.

Thank you for your interest.

12. Good work! All areas of government and school need to look at consolidation. Need to reduce some of the chiefs. 3 current hwy supers should not automatically go into 3 highest DPW spots. Are we keeping all town clerks? Or absorbing into different roles. Need to cut supervisors and duplicative roles to realize savings. Ridgeway Hwy Superintendent is not qualified to head hwy. operation. Ask him what his work plan is for 2011. Elected officials should not automatically keep their jobs. (Board members, hwy supers, town clerks). Will there be job descriptions for these new positions? Or civil service requirements? Should have had employee representation on committees for input.

Get a leader that can follow through and bring everybody together. “Make it Happen.” Let’s be on the Right side of the curve instead of the END. Set an example.

13. Will city hall contain the governments? Why were services more out of city hall? – Susanne Keryk
14. Congratulations for thinking outside the box. Job well done. I agree with you, Mr. Pace, residents in the future will look back on this change in 2011 and appreciate your forward thinking. Less government, more efficient government and less taxes were the reasons I ran for a Legislator seat. You have my full support. – *Lynne Johnson, Legislator*

15. I think the Board is clueless and gutless. The fact that everyone gets along and agrees shows spinelessness. Not eliminating positions and reducing the government workforce again is gutless. The idea that you can maintain the current services is la-la dreamer thinking. There is no money. The ship is sinking, it's too late. The problem is you all have spent too much, grew government and bled it dry through tax and grab. Cut spending and prepare for the worst. Hard times are just beginning. Good luck. – *David Kusmierczak*

16. I would like to see the town tax dropped for the people who live in the Village. We do not get any services from the towns at all. Make the Village employees pay more into their health care and other benefits. You have people in the department now that do not do their jobs now. Call me and I'll talk to you about it.