

2009

Village of Johnson City Dissolution Report & Plan

Village of Johnson City, 243 Main St., Johnson City, NY 13790

Submitted by the
Village of Johnson City
Dissolution Study
Committee

Report date: 7/20/09

This report was prepared
with funds provided by the
New York State Department
of State under the Shared
Municipal Services Incentive
Grant Program

This report is available
electronically at
www.cgr.org/johnsoncity.

Executive Summary

Background

The Johnson City Dissolution Study Committee¹ was appointed by the Village Board in December, 2007 as a result of a citizen-initiated petition drive concerned about high property taxes in the Village. The Village of Johnson City is a full-service village with a population of 14,727 according to the 2008 U.S. Census Bureau estimate.

The charge was to develop a dissolution plan for the Village and determine the financial and service impacts on the Village's residents and property owners. **Our goal was to develop a plan that would provide comparable services in the community to those currently enjoyed. Our approach was to consult with those individuals within the village, town and county that possessed the expertise in each area of the study.**

This report presents the framework necessary to transition the Village of Johnson City to the Town of Union. It is the culmination of more than 18 months of intensive study, approximately 30 public meetings and countless hours of discussions involving committee members, local government officials from the Village of Johnson City, the Town of Union, Broome County, the Village of Endicott, the City of Binghamton, various New York State Agencies and the consulting team led by Center for Governmental Research, Inc. The study was funded by a Shared Municipal Services Initiative grant from the New York State Department of State.

Critical Activities & Findings

To accomplish its charge the Dissolution Committee examined the following areas which are summarized below. By forging relationships with other municipalities, this proposed plan generates efficiencies and economies of scale among similar services. Detailed findings are included in the report.

General Government Services – All executive and legislative functions of village government will be eliminated. Those administrative services provided by the clerk/treasurer will be provided by the Town. The Village Court services will be transitioned to the Town.

Police Services – The Town of Union will create a special police district that encompasses the former Village. Police protection will be provided by the Broome County Sheriff's Department through deputies assigned specifically to the new district.

Fire and EMS Services – A fire protection district will be created that encompasses the former Village. Fire services will be maintained in the existing stations through a contract with the Village of Endicott.

Public Works Services – All current services such as water, sewer, refuse collection, parks, street services etc. will be provided by the Town of Union with little or no change.

¹ Committee names are listed in Appendix D

Buildings and Other Assets – The ownership of all buildings and assets such as vehicles, equipment and property, along with associated debt, will transfer to the Town of Union to be utilized as required to provide services.

Impact on Employees - Village employees will have the opportunity for employment with the Town of Union, Broome County Sheriff's Department, or the Village of Endicott in accordance with the staffing requirements. All current collective bargaining agreements are terminated.

Impact on Retirees - The Plan will not change the retirement benefits or health insurance of any retirees or their beneficiaries.

Local Laws and Ordinances – All local laws, ordinances and codes associated with the Village will remain enforceable by the Town of Union for a minimum period of two years, unless otherwise changed by the Town legislature.

Financial Impacts

In developing the plan and analyzing the various service alternatives, significant property tax savings for property owners will be realized upon implementation. This plan projects total anticipated annual savings of \$4.6 million. Village property taxpayers currently pay property taxes to the Village and property taxes to the Town for taxes levied for town-wide services. The combined property tax bill for current Johnson City taxpayers would decrease from \$304.14 per \$1,000 of assessed value to \$213.49 per \$1,000 of assessed value, or a reduction of 29.8%. This includes the decrease in property taxes paid to the Town. The projected tax reduction for a Village dwelling with a market value of \$100,000 would be \$390.70. The following table illustrates the impact of these reductions on properties of various market values.

2009-10 Combined Village and Town Property Taxes					
		Before Dissolution	After Dissolution		
Dwelling Market Value	Estimated Assessed Value	Property Tax	Property Tax	Property Tax Savings	Percent Savings
\$ 50,000	\$ 2,155	\$ 655.42	\$ 460.07	\$ 195.35	29.8%
\$ 75,000	\$ 3,233	\$ 983.13	\$ 690.11	\$ 293.02	29.8%
\$ 100,000	\$ 4,310	\$ 1,310.84	\$ 920.14	\$ 390.70	29.8%
\$ 150,000	\$ 6,465	\$ 1,966.27	\$ 1,380.21	\$ 586.06	29.8%
\$ 200,000	\$ 8,620	\$ 2,621.69	\$ 1,840.28	\$ 781.41	29.8%

Furthermore, the plan ensures that the tax burden will not shift to Town of Union taxpayers if the Village dissolves. Instead it is estimated that TOVE property tax levy would decrease by \$765,915 and the town wide property tax levy would decrease by \$1,086,805. The combined estimated property tax levy decrease for town taxpayers is \$1,852,720.

Next Steps

The Johnson City Dissolution Study Committee will conduct a public hearing to discuss its plan at the Johnson City High School Auditorium on Monday, August 10 at 7:00 PM. We will then present our final

plan to the Village trustees. The Village will conduct a second public hearing prior to placing a resolution for its dissolution on the ballot in the November 3, 2009 election. If Village of Johnson City voters approve the plan for dissolution the Village of Johnson City shall dissolve as of December 31, 2010.

Executive Summary i

 Background..... i

 Critical Activities & Findings i

 Financial Impacts..... ii

 Next Steps ii

Section 1 – Background 1

 Historical Context..... 1

 Committee Goal..... 2

 Provision of Services - Overview..... 2

 Tax Savings Overview..... 3

 Statement of Intent by the Village Board of Trustees..... 3

 Village Identity 4

Section 2 – The Plan Components 5

 Employees 5

 Retired Employees..... 6

 General Government Services 6

 Financial Impact 9

 Shared Services Alternatives 10

 Fire and EMS Services 10

 Provision of Services upon Dissolution..... 10

 Financial Impact 12

 Shared Services Alternatives 13

 Police Services 14

 Provision of Services upon Dissolution..... 14

 Financial Impact 16

 Shared Services Alternatives 16

 Public Works Services 17

 Provision of Services – Overview 17

 Water Fund (F Fund) Operations 18

 Sanitary Sewer Fund (G Fund) Operations 19

 Refuse Fund (EM Fund) Operations..... 20

 General Fund Public Works Operations 22

Financial Impact	22
Shared Services Alternatives	24
Disposition of Village Land, Buildings and Related Assets	25
Land	26
Buildings.....	29
Water Department	29
Sewer Department.....	29
Parks & Recreation.....	30
DPW	31
General Administration	31
Police	31
Fire.....	32
Related Assets	32
Water - Vehicles	32
Water – Other Assets	33
Sewer – Vehicles.....	34
DPW – Vehicles.....	34
DPW – Other Assets	35
Parks & Recreation – Other Assets.....	36
Refuse - Vehicles	36
Police – Vehicles	37
Police – Other Assets	38
Fire – Vehicles.....	38
Fire – Other Assets.....	39
Village Debt	39
Bonds.....	39
BAN's	40
Other Debt.....	40
Village Codes and Laws	41
Agreements Between the Village and Third Parties.....	55
Recurring Obligations	57
Village Books and Records	57
Fiscal and Tax Impact	57
Impact on Revenues	58

Impact on Expenses.....	59
Tax Impact	59
Appendix A: 2009/2010 Budget with Estimated Savings	62
Appendix B: Article 19 of Village Law.....	75
Appendix C: Resolution Authorizing Study.....	81
Appendix D: Dissolution Study Committee.....	85

Section 1 – Background

Historical Context

New York State (NYS) Law mandates only two types of governmental units - town and county government. Villages and cities, which are created and governed by corporate charters, may choose to opt out of existence. Typically, villages were created and incorporated because town residents desired additional services in the area of the village that the town was unable or unwilling to provide. NYS residents can form a village, which is the equivalent of a multi-purpose district, to tax and govern themselves even though they remain town residents. If the residents of a village determine that it is no longer necessary or desirable to continue to function as a village, then the village may be dissolved. At dissolution, the residents of the village revert to being residents of the town only, and become eligible for all town benefits and services. The procedures for dissolving a village are set forth in New York Village Law, Article 19 (Appendix B).

For a referendum for dissolution to pass, it must be approved by a majority of the qualified voters of a village. The village shall then be dissolved as of the 31st day of December in the year following the year of the election.

Therefore, if Village of Johnson City voters approve the plan for dissolution in the election to be held on November 3, 2009, the Village of Johnson City shall dissolve as of December 31, 2010. If the referendum is defeated, the Village shall continue and, under current law, no other proposition for dissolution can be submitted within two years of the date of the referendum.

The Village of Johnson City was originally incorporated in 1892 as the Village of Lestershire, within the Town of Union. The village was renamed Johnson City in 1916. The village encompasses approximately 4.6 square miles, and has a population of 14,727 according to the 2008 U.S. Census estimate. In 2007, the Village Board was presented with a petition to dissolve the Village by taxpayers concerned about the high property taxes in the Village. In 2008, the Village Board appointed a Dissolution Study Committee in accordance with Article 19, Section 1901, and charged the Committee with presenting a report and Dissolution Plan to the Village Board in time for the Board to put the dissolution proposition on the ballot at the November 2009 general election.

The Dissolution Study Committee conducted research and hearings from the spring of 2008 through the spring of 2009, to gather the information needed to develop a Dissolution Plan that would take effect should voters choose to have it dissolve. The Committee was assisted in developing the plan by the Village Attorney, Beth E. Westfall, Esq., of the firm Coughlin & Gerhart, LLP, and by the Center for Governmental Research, Inc. (CGR), a non-profit consulting group from Rochester, New York. Funding assistance was provided by New York State through a Shared Municipal Services Incentive (SMSI) grant awarded to the Village in 2008.

Committee Goal

Our goal was to develop a plan that would provide comparable services in the community while producing significant property tax savings for residents and businesses in Johnson City.

This document sets forth, in detail, the Plan of Dissolution of the Village of Johnson City as developed and approved by the Dissolution Study Committee. This plan will be presented by the Committee to the Village Board of Trustees after the Committee holds the public review of this report as required by Article 19 Section 1901. The Board of Trustees will then adopt a plan, which will then become the plan for dissolution that will be presented to the voters.

This plan presents a cost effective way to continue to provide needed and desired services within the area currently served by the Village government, should voters elect to dissolve the Village. The Committee has developed its recommended plan of action after extensive discussion with the service providers identified in the Plan, namely, the Town of Union, the Village of Endicott Fire Department and the Broome County Sheriff. State law clearly intends that the Plan be carried out, should the Village dissolve, by the elected leaders of the Town, to the best of their ability given the circumstances in existence at the time of the dissolution and going forward. In order to provide Village voters with additional assurance that the Plan will be followed, the Committee received a non-binding Memorandum of Understanding (MOU) from the Town Board that states the Board's intention to follow the Plan. The Committee is proposing similar MOU's from Broome County and the Village of Endicott Board of Trustees.

However, this document only sets forth a Plan. The services and functions described in the Plan have not been contractually agreed to by the Town, the County or the Village of Endicott as of the date of this Plan, nor would they be until implementation of the Plan in 2010 if the Village dissolution is approved. Therefore, the Town Board may, subsequent to adoption of this plan by the Village Board of Trustees, determine that certain elements of the plan should be modified in order to meet the best interests of the town as a whole, within the requirements of local, state and federal law. State law governs much of what will occur if the Village is dissolved.

Provision of Services - Overview

Villages provide services or functions on a village-wide basis, while towns typically provide some services town-wide and other services on a district-wide basis. Towns can create special districts, which are governmental units providing a specific service, such as water, sewer, sidewalks or libraries. Only the taxpayers and/or service users in a special district pay for the specified service. Each district has its own separate budget and levy for tax collection (or collection of user fees), and is typically governed by the Town Board. In this Plan:

- The Town of Union will create special districts to provide fire, police, water and sanitary sewer services within the Village area.

- Refuse services will be provided by the Town with the costs included in the Town Outside the Village of Endicott (TOVE) property tax levy².
- General services provided to all Town residents, businesses and properties will continue to be charged as a town-wide tax.

Services provided to residents, businesses and properties in the former Village that are considered to be TOVE services (such as highway and road maintenance and refuse collection) will be included in the TOVE tax levy. Services provided to residents, businesses and properties that are considered to be Town-wide services, such as Town Clerk and general administrative services, will be included in the general Town tax levy.

Tax Savings Overview

In determining the financial impact of dissolution, the Committee had to distinguish what costs and revenues would be changed (either increased, decreased or eliminated), and what costs and revenues would be shifted to the Town without any change, or shifted to the Town and then charged back to former village properties, as permitted by law, as a special district cost. The basis for the comparisons and estimates in the plan is the 2009-2010 Village budget. A detailed breakdown of the Village budget, showing how costs and revenues were assigned, is included as Appendix A of this Dissolution Plan.

Statement of Intent by the Village Board of Trustees

By Resolution 199 adopted at its meeting of October 2, 2007, the Village Board of Trustees resolved “to submit a proposition to the voters of the Village of Johnson City for the dissolution of the Village” and to appoint the study committee to commence the process (see Appendix C). On this basis, the Committee developed the Plan with the understanding that, if dissolution is approved by the voters, the Plan addresses disposition of all real property, personal property and fixed assets; continuation of Village services by the Town; identification of employee positions that will be eliminated; opportunities for employment elsewhere; benefits for retired employees; continuation of specific local laws, ordinances, and resolutions in existence as provided by law; and provisions for the existing Village debt and obligations. In addition, the Plan details the impact of recurring obligations, what will happen to the Village books and records, how Village revenues will be handled, and details the projected combined expenses and tax implications to property owners if the Village dissolves. This Plan has been developed with the expectation that upon the dissolution of the Village the succeeding Town government will provide for and comply with the Plan components as set forth in this document.

² As described in more detail later in this report, if the Village of Johnson City dissolves, the Town will still levy property taxes for two different types of services as provided for by law: services that are taxable to all properties in the Town, and services that are taxable to properties in the unincorporated portion of the Town. If Johnson City dissolves, the remaining incorporated area of the Town will be the Village of Endicott. Thus, throughout this report, the distinction will be made between Town (i.e., all properties in the Town) and TOVE (i.e., all properties outside the Village of Endicott).

The balance of this report details what will happen to the specific services provided by Johnson City if residents vote to dissolve it in November, 2009. Each of the following service sections is organized as follows:

- 1) a brief summary of our key observations,
- 2) a description of current services,
- 3) the plan for changes that will occur upon dissolution,
- 4) an analysis of the financial impact of those changes, and
- 5) alternatives to dissolution that the committee reviewed.

In addition to the discussion of these major service areas, the Committee has included sections that summarize the impact that dissolution will have on Village:

- Employees
- Property (land and assets)
- Debt
- Laws
- Miscellaneous provisions.

All of these sections are required elements of the Dissolution Plan. The report concludes with a detailed discussion of how dissolution will affect local government revenues and taxes.

Village Identity

If the Village dissolves, it would no longer be a separate corporate entity. However, this does not mean that the Village would have to lose its identity. Just as Endwell continues as a place, even though it does not have a separate government, Johnson City would continue to have a geographic identity within the greater Binghamton area. For example, if desired, the community could put up signs that say "Welcome to Johnson City". The only thing that would be lost upon dissolution of the Village is the government structure and the related costs as described in this report.

Section 2 – The Plan Components

Employees

Summary: If implemented, Village employees (consisting of the 2009/2010 budgeted Village work force of approximately 126.5 positions) would be terminated. Other municipalities – the Town of Union, the Village of Endicott and Broome County would create approximately 94.5 positions to provide comparable municipal services to residents and businesses in the former Village. The net total reduction of the work force anticipated by the Plan is 32 positions.

The Committee understands that no other issue related to the possible dissolution of the Village is as stressful as the question of what happens to its current employees, many of whom have given many years of devoted service to Village government, and who have contributed many hours of analysis to this project, knowing that it may affect their employment prospects. Our plan seeks to maintain a balance between the legitimate concerns of Village employees and our charge to find efficiencies that produce significant cost savings. However, 79% of the costs of the Village's general fund budget are for personnel services and fringe benefits. As a result, it was impossible to meet our goal without detrimentally affecting some Village employees. The plan provides what we believe is a fair and balanced approach to offering the potential for future employment to the majority of current Village employees.

Essentially, if the Village of Johnson City dissolves, all existing contract agreements will terminate on December 31, 2010 because the Village will no longer exist. If the Village dissolves, both uniformed and civilian employees cease to be employees of the Village. During the transition year, both uniformed and civilian employees will have the opportunity to apply for newly created positions in the Town, the County Sheriff's department or the Village of Endicott that would be created in accordance with this Plan. As outlined in MOU's, the Committee understands that the intent of each of these employers is to give preference to current Village employees, however, they are under no obligation to do so outside of the requirements of their own hiring policies and procedures and Civil Service law. Additionally, because the pay and benefits of many positions will be lower than those Johnson City employees currently enjoy, some employees may choose not to apply for those positions. Table 1 below, summarizes the employment changes envisioned by this plan.

TABLE 1 – Estimated Effects on Johnson City Employees³

Department Positions			
Government Function	2009-10 Johnson City Funded Positions (Non-seasonal)	Positions Created by the Plan	Net Reduction
General Government	6*	1.5	4.5
Police	43.5 (39 Uniformed + 4 FT civilians + several PT civilians)	23.5 (21 Uniformed + 2.5 civilians)	20+ (18 Uniformed + 2 civilians + several PT civilians)
Fire	35 (34 Uniformed + 1 civilian)	30.5 (28 Line Positions, 1.5 command positions, 0.5 fire inspector, 0.5 clerk)	Approximately 4.5
Public Works (All Depts.)	42	39	3
Estimated Total	126.5	94.5	32

* This figure does not include the Mayor and four Village Trustees whose positions will be eliminated if the village dissolves.

The Plan budget is based on the Committee's understanding that the Village will be paying any accrued vacation/sick/personal time for which the Village is contractually obligated. Any residual obligations that are transferred to the Town, would be paid out of existing fund balances, or otherwise recorded as a debt to be levied against property owners in the former Village as district or TOVE charges (as appropriate) until paid in full.

Retired Employees

At present the Village has 148 former employees/surviving spouses⁴ who are participating in the New York State Retirement System, and who are receiving benefits from the Village through participation in the Village's health insurance individual or family plan coverage. It is the intent of this Dissolution Plan to continue health insurance coverage for existing qualified retirees on the date the Village dissolves. **If implemented, the Plan will not change the retirement benefits or health insurance of any current Village retirees or their beneficiaries.** Retirement benefit costs will be levied against property owners in the former Village as district or TOVE charges (as appropriate) for as long as such obligations exist.

General Government Services

Summary: The proposed Plan provides for the elimination of legislative and administrative functions of the Village government, which would be provided in the future by the Town elected and appointed officials and central administrative staff. The Plan provides for the continuation of court, recreation, safety and code inspection services by the Town of Union. Annual savings for

³ These figures are based upon the Committee's best estimates from Johnson City's employment rolls. Because the 2009-10 budget planned for the elimination of several existing positions, and lists of employees change, the numbers contained in this table are estimates, not confirmed totals.

⁴ 107 retirees (not including 2 for the Library) and 41 surviving spouses

these consolidations and the elimination of other Village government functions is \$343,000 in salaries and benefits and \$248,000 in equipment and contractual services.

If the Village of Johnson City dissolves, the general government services provided by the Village government will either be provided in whole or in part by the Town of Union, or not provided at all. The Town, in some cases, will be required to provide certain services under Town law, but in other cases, the Town can choose whether or not to continue providing services, and at what level. This section of the Dissolution Plan outlines the plan for all the Village services not specifically discussed in the separate sections covering Fire, Police and Public Works.

As discussed in more detail in the section on Village assets, any and all buildings and the assets within those building will become Town property. This will be assumed in the plan components presented below, except where reference to a specific asset helps to clarify the intent of the Plan. Also as discussed in more detail in the section on employees, in general, where it is indicated that a new position will be created within the Town, the Town has indicated a willingness to consider former Village employees as candidates for those positions. Hiring new Town employees to fill those positions will be subject to normal Town hiring procedures and Civil Service law.

The plan for general government services follows:

1. The Village Board of Trustees will be eliminated. All expense associated with personnel for this function will be saved since the Town will assume legislative responsibility for the former Village with no additional pay for its Town board members. The size of the Town board will not change.
2. The position of Village Mayor will be eliminated. The Town Supervisor position will be retained at its current salary level. The position of part time Administrative Assistant in the Village will also be eliminated.
3. The Village Court will be eliminated and the Town of Union Court will provide judicial services. Under the Plan, the Town Court budget would increase by the current amount budgeted for Village Court operations. The Acting Village Justice (appointed) position would be eliminated if the Village dissolves. The Town would create a third justice seat to replace the eliminated Village position. The Town will take ownership of the Police/Court building and will move all current Town Court operations there. Interior renovations will be made as required to accommodate the enlarged Town Court operations resulting from the combination of the Village and Town Court operations.
4. Costs associated with the management of current Village finances and personnel will be eliminated except funding for some materials and supplies. This includes elimination of all positions associated with the treasurer function. All responsibility for these functions will be assumed by the Town and incorporated into their existing administration.
5. The positions of Village Clerk and Deputy Clerk will be eliminated. The Town of Union would create one new full-time and one part-time position to assist with the additional work created if

the Village dissolves. The Town anticipates no other changes to the administrative staff currently in place in the Town.

6. A portion of the cost for contractual legal services currently allocated in the Village budget will transfer to the Town. All costs and contractual services associated with the dissolution of the Village are considered a one-time expense for financial projection purposes.
7. The position of Account/Clerk Typist associated with Planning will be eliminated. The Village Planning Director position is vacant and was not funded in the Village budget. The Carousel project is treated as a one-time expense that will not be an ongoing budget line item once it is completed. The Carousel project debt is included in the section on Village Debt.
8. The Village Hall building will be sold by the Town as soon possible after dissolution, or by the Village during the transition period. The Plan assumes an annual expenditure of \$10,000 to mothball the building until it is sold. Proceeds from the sale will be used to reduce remaining Village general fund debt.
9. In the Special Items portion of the Village budget, the Town anticipates budgeting \$125,000 for unallocated insurance, \$200,000 for contingency and \$10,000 for other miscellaneous judgments/claims/taxes expenses, resulting in a reduction of \$53,000 in this category of expense.
10. Administration of traffic control and on-street parking will be assumed by the Town Department of Public Works personnel. Equipment and contractual expenses associated with the traffic control function will transfer to the Town DPW. The Town will be responsible for parking meter enforcement and meter repair functions.
11. The Town will absorb the safety inspection requirements within the former Village. The Village Plumbing and Electrical Boards will be retained for up to two years to assist in the transition. A Code Enforcement Officer position and all associated personnel costs for safety inspection and code enforcement will be established by the Town. The Code Enforcement Officer will assist with enforcing specific codes retained within the former Village and other code enforcement in the unincorporated portion of the Town.
12. Streets, highways, roads, alleys, sidewalks, etc. of the Village shall be included in the Town highway and road system and shall be operated and maintained by the Town on a TOVE- basis. Contractual expenses for the operations related to snow removal, sidewalks and curbs and off-street parking will all transfer to the Town. The Town will assume responsibility for these functions, as detailed in the section on Public Works.
13. The Town Recreation Department will assume responsibility for operation of the playgrounds and the recreation services. The amounts budgeted for these functions in the Village budget will be the same for the Town. Maintenance of parks and playgrounds will be carried out by the Town DPW which would create two positions to offset the loss of the two full time positions currently budgeted in the Village parks and recreation budget as noted in the section on Public Works.

14. All personnel costs and activities associated with youth agencies, adult recreation and celebration functions currently in the Village will be budgeted and provided by the Town at the current Village budget amount.
15. The Village Zoning Board of Appeals will be eliminated. However, all Village Zoning laws will be retained for at least two years after village dissolution, and may be continued beyond that upon adoption by the Town. Currently, the Town of Union and the Village of Johnson City are working together to create a unified zoning code, tentatively scheduled for adoption in the fall of 2010. The Town Zoning Board of Appeals will assume all responsibilities of the Village Zoning Board of Appeals.
16. The Village Planning Board will be eliminated. The Town Planning Board will assume all responsibilities of the Village Planning Board.
17. The Village Electrical Board will be retained for up to two years, or until the Board of the Town of Union adopts a local law either creating or eliminating the Electrical Board, as appropriate.
18. The Village Plumbing Board will be retained for up to two years or until the Board of the Town of Union adopts a local law either creating or eliminating the Plumbing Board, as appropriate.
19. The storm sewer and street cleaning functions will be assumed by the Town at current contractual expense levels shown in the Village budget, and will become part of the Town DPW operations as noted in the section on Public Works. The operation of storm sewers and street cleaning will be assumed by the Town at current contractual expense levels in the Village budget.
20. The Library will remain a separate and independent entity, but will report directly to the Town Board rather than the Village Board for budget purposes. The Plan assumes no change in the Library function, costs and revenues.

Financial Impact

The financial impact of the dissolution on General Government Services can be summarized by the following points:

1. \$265,000 in salaries and cash benefits would be saved as a result of the plan outlined above, based upon elimination of four full-time administrative positions, the Village Board, the Mayor, and elimination of several part-time positions and/or stipends,
2. \$78,000 in benefits costs for those employees would be saved,
3. \$309,000 in personnel salaries and part-time/seasonal pay would be shifted to the Town to maintain the services described above,
4. \$54,000 in benefits costs for employees and/or part-time/seasonal pay would be shifted to the Town,
5. \$248,000 in equipment and contractual services costs would be saved as a result of the Plan,

6. \$540,000 of equipment and contractual expenses would be shifted to the Town for the operations described above.

In sum, Village taxpayers would see a direct cost reduction of \$591,000, and a shift of \$854,000 to the Town. This excludes one-time budget events noted in the budget summary in Appendix A that total \$787,000. These were not included in savings projections because they are not considered to be part of the annual expense budget for ongoing operations. A more complete evaluation of the financial and tax impact of the plan, taking into account the changes in revenues due to dissolution, is presented in the Fiscal and Tax Impact section of the Plan.

Shared Services Alternatives

If voters elect not to dissolve the village, the Committee recommends that the Village actively pursue additional shared services arrangements with the Town in the area of general government services. This would build on the actions taken in the last few years, where, in particular, the Town, the Village of Johnson City and the Village of Endicott have participated in the current unified zoning code study, have worked together on a Town-wide comprehensive plan and worked on a separate grant for unified code enforcement. Opportunities to further combine administrative staff functions are limited by the lack of computer/software compatibility between the current Town and Village finance systems. However, a logical opportunity for shared services is pursuit of a joint court operation, whereby the Village could eliminate the Village Court and have the Town provide court services for the Village. This Dissolution Plan accomplishes the same thing, with the Town moving into the Village Police/Court facility. The Village could pursue that option even in the absence of dissolution. Numerous villages across the state have consolidated their courts with the Town court. While initial savings are projected to be minimal until the unified court operation identifies staffing efficiencies, longer term, the Village could benefit by cost reductions and the Town would benefit from the opportunity to move into a more functional space. Other shared services options are presented in the Fire, Police and Public Works sections.

Fire and EMS Services

Summary: The Plan calls for the Town to create a Johnson City Fire Protection District with all fire services to be contracted with the Village of Endicott. The Fire Chief who currently serves both villages agrees that this model would provide protection comparable to the current staffing model in the Village of Johnson City. The Plan results in a net reduction of four positions (in addition to those planned in the 2009-2010 Village of Johnson City budget). The estimated annual savings is \$1,142,000 over the 2009-2010 budget.

Provision of Services upon Dissolution

If the Village of Johnson City dissolves, the Town of Union will become responsible for providing fire and emergency medical services within the areas currently served by the Village of Johnson City Fire Department. In accordance with Town Law Article 11, the Town will create a new Fire Protection District to provide fire and EMS services within the current boundaries of the Village of Johnson City.

Following the Plan, the Town would contract with the Village of Endicott to provide fire and emergency response services within the Johnson City Fire Protection District. All costs associated with the Johnson City Fire Protection District would be paid by the property owners within the district boundaries. The Committee recommends that the Town and the

Village of Endicott formally review and document the intentions outlined by this Plan if the voters choose to dissolve the Village.

This plan provides a model for fire and emergency services that meets the combined needs of both the Johnson City Fire Protection District and the Village of Endicott.

At the request of the Committee, the Fire Chief who currently serves both villages, prepared a plan that is considered to be a workable model that will provide protection comparable to the current staffing model in the Village of Johnson City.

Fire and emergency response services within the Fire Protection District will continue to be provided from the two existing fire stations at 270 Floral Avenue and 322 Harry L. Drive.

The plan calls for the staffing of the newly expanded department to go from 35 career firefighters in Endicott to 60 career firefighters, who will provide delivery of fire and emergency response service to both the Johnson City Fire Protection District and the Village of Endicott. The staffing plan for the expanded fire department is based on the following structure: 3 Command Staff (Chief, Assistant Chief, and Fire Marshall) and 1 daytime Fire Inspector, with direct fire/emergency response services to be provided by 4 groups of 14. One group will be on duty at all times. Each group will consist of 1 Captain to provide around the clock command coverage, 3 lieutenants to provide line officer supervision, and 10 firefighters. Allowing for vacation and sick time, this staffing plan will ensure that the Johnson City Fire Protection District will be manned with a minimum 4 person engine crew and 2 person medical crew for first response medical emergencies.

This will ensure that first-in response time is the same as is currently provided by the Village of Johnson City Fire Department, while providing additional response coverage from the larger on-duty fire fighting force.

All Johnson City-owned fire related equipment and property could become the property of the Town. The Town can lease all firefighting equipment and buildings with a tangible value of \$10,000 or more to the Village of Endicott at a nominal rate so that the Town could retain ownership if, at some future time, consistent with Town Law, the Town contracts with another entity to provide fire and emergency response services to the Johnson City Fire Protection District. Other Johnson City-owned assets used by the Village fire department could be sold for a nominal value to the Endicott Fire Department.

Upon dissolution of the Village, the positions in the Village fire department would cease. The current Village fire chief, who is jointly employed by Village of Johnson City and the Village of Endicott, would become the full-time chief of the new department. The Committee understands that the intent of each of these employers is to give preference to current Village employees, however, they are under no obligation to do so outside of the requirements of their own hiring policies and procedures and Civil Service law. Additional staff would be hired to bring the department up to its planned complement of 60 career staff and a full-time clerk.

The Town would contract with the Union Volunteer Emergency Squad (UVES) to provide Emergency Medical Services (EMS) services within the Johnson City Fire Protection District. Since UVES currently

provides EMS services within the Village of Johnson City, there would be no change to the current level of service or costs upon dissolution.

Financial Impact

According to the Plan, upon creation of the Johnson City Fire Protection District, the Town of Union would contract with the Village of Endicott for a fixed annual fee, as permitted by law, which would be assessed as a property tax levy to the properties within the district. The components of the property tax levy would include a negotiated fee that fairly allocates the proportional cost of the Endicott Fire Department's annual costs through an Intermunicipal Agreement (IMA), and legacy costs that were incurred by the former Village in conjunction with providing fire and emergency response services. The Village currently receives revenues for providing fire protection services to two areas outside the Village (Westover and Fairmont Park). The Town would have the option of contracting with a new entity (presumably the Village of Endicott) for these services, or to include them in the Johnson City Fire Protection District. In either case, the revenues for these services would be assigned to the entity providing the service.

Using the 2009-2010 Village of Johnson City budget as the baseline for comparison purposes, the total cost of the Village fire department is calculated at approximately \$4,924,000⁵. The primary cost components are:

- 1) Current uniformed personnel: salaries and other cash costs: \$2,493,000; benefits plus other personnel costs: \$1,430,000; (The 2009-2010 budget assumed funding for 34 career positions and one civilian position.)
- 2) Retiree health benefits: \$576,000;
- 3) Supplemental benefits for disabled firefighters: \$160,000;
- 4) Current capital and contractual expenses: \$140,000; and
- 5) Debt obligations for two fire engines and Station 2 renovations: \$125,000.

To estimate the financial impact of establishing the 60 career firefighter plan for the Village of Endicott Fire Department serving the Johnson City Fire Protection District, the Committee estimated annual operating costs of the new department, which would total \$5,621,000 for staff (fully loaded costs) and \$300,000 for equipment, contractual and other operational costs, for a total of \$5,921,000. Since the new department would be jointly serving both the Johnson City Fire Protection District and the Village of Endicott, the Committee budgeted one-half the cost of the department, or \$2,960,500 as a cost to the new Fire Protection District. This would be the cost of the first year of the Inter-Municipal Agreement (IMA) between the Town and the Village of Endicott to provide coverage to the Fire Protection District. In addition, District costs would include the following legacy costs: Retiree Health benefits: \$576,000;

⁵ The cost figures shown are gross figures – they exclude the \$256,400 in revenues received for delivering fire services outside the Village boundaries, since this revenue would remain the same before or after dissolution.

Supplemental Disability payments: \$160,000; Workers Compensation increment: \$44,000; 2005-2006 Retirement Contribution ongoing obligation - \$42,100. Adding these ongoing costs to the baseline costs, the projected annual costs for the fire Protection District results in an estimated annual Fire Protection District cost of \$3,782,000⁶.

This would result in the cost of the Johnson City Fire Protection District to be \$1,142,000 less per year than the current fully loaded budgeted cost of the Village of Johnson City Fire Department⁷. The Committee estimates that the Village of Endicott could also realize significant savings upon implementation of the Plan

Shared Services Alternatives

Fire and EMS services throughout Broome County, including the Village, have long been organized around the general principle of shared services. Fire and EMS responders routinely cross service boundaries to provide mutual aid. In addition, the County is organized around a County delivered 911 emergency communications system, and training and central emergency services are delivered and coordinated through the County.

Within that general context, however, the Village of Johnson City Fire Department is managed as a stand-alone full service career fire department. As such, it has limited ability to pursue potential shared service options with immediately surrounding fire departments. There is little evidence that it will have the flexibility needed to develop cost effective alternatives through shared services with surrounding departments that will result in a similar level of projected savings.

The Village of Johnson City recently did enter into an innovative shared services agreement with the Village of Endicott to jointly share the cost of a single fire chief. Projected savings for the Village under this arrangement are approximately \$50,000 per year. Another potential shared services option would be to share a Fire Marshal position with the Village of Endicott, which might yield savings in the range of \$40,000 per year. Cooperative sharing of equipment, facilities and career staff with surrounding volunteer departments has been pursued periodically throughout the years, but has not resulted in any significant change in the fundamental cost structure of the Village Fire Department.

The Town may, over time, develop a plan to supplement career firefighters with part-time and/or volunteer fire fighters, as is the case in many combination fire departments in New York State.

The Committee talked with several surrounding volunteer organizations, none of which are in a position to expand their boundaries or take on additional mutual aid responsibilities at this time. The Committee was also concerned whether a volunteer service could be constituted, recruited, trained and equipped by

⁶ The \$125,000 of debt assigned to Village fire operations would be retained by the Town, as these would be Town assets.

⁷ Savings projected are based on the adopted 2009-2010 Village Budget, which assumed a layoff of 6 firefighters. For comparison purposes, if the Village budget had included the 6 additional firefighters, the savings projection would be \$1,588,000.

January 1, 2011. Based on that concern, the Committee could not conclude that an all-volunteer fire service would be able to provide a comparable level of service at this time.

The Committee also considered the creation of a fire district, governed by an elected board of fire commissioners. The Committee concluded that a fire protection district was preferable to creating another layer of government. In addition, the Committee estimated that start-up and operational costs associated with a fire district would not likely result in savings. With the fire protection district as proposed, the Town would have the option of re-visiting the question of a fire district at a future date.

Police Services

Summary: The Plan provides for the County Sheriff's Department to provide comparable road patrol and police services with a net savings to taxpayers in the dissolved Village of Johnson City of \$2,525,000 annually.

Provision of Services upon Dissolution

The 2009-2010 Village budget projects the net cost of Police Services to be \$5,414,000⁸, which includes a staff of 39 full-time uniformed officers and 4 full-time civilians, along with costs for the police fleet, the joint Police/Court building and all the other costs associated with running a full-service police department. The Committee concluded that a responsible plan should maintain a comparable level of service to Village residents, businesses, and property owners.

After reviewing alternatives available to the Town if the Village dissolves, the Committee recommends a plan based upon the Town contracting with the County Sheriff for an enhanced level of service to the area of the former Village. This will create efficiencies while replicating the level of service currently delivered by the Village police department. Former Village properties would be charged for this enhanced service through a special police district property tax. The Town will have to request that the State Legislature authorize creation of a Johnson City Police District. Once this is created, the Sheriff will manage and provide police services within the former village for a total fee to be negotiated with the Town, with such fee charged as a district fee as part of the Town tax bill.

The County Sheriff provided the Committee with an analysis of the feasibility and estimated cost to provide contractual law enforcement services to the residents of the Village if the Village is dissolved. This feasibility plan was developed with the assistance of Village Chief of Police Potts. In developing its financial projections, the Committee took Sheriff Harder's projection and added more financial resources to address the open questions raised by the Sheriff.

The County Sheriff stated that his department can provide appropriate levels of police protection with a staff of 18 uniformed deputy sheriffs and 3 non-uniformed deputy sheriff detectives (for investigations). This staffing is also sufficient to provide 3 patrol officers on duty 24 hours per day, 7 days a week, with an additional 2 officers on duty on the Friday, Saturday and Sunday evening and night shifts.

⁸ \$5,414,000 budgeted expenses, including estimated allocated employee benefits – does not include \$21,000 budgeted revenues that will remain whether or not the Village dissolves.

This staffing is sufficient to give the Sheriff the flexibility to shift some officers around to meet special demands within any given week. The three deputy sheriff detectives would be assigned to handle cases that require more in-depth and time consuming follow-up.

This staffing plan is based on the Sheriff providing 21 dedicated officers to the area covered by the former village. This compares to the current budgeted Village staff of 39 uniformed police (1 Chief, 1 Captain, 3 Lieutenants, 6 Sergeants, 28 Patrol Officers). The Sheriff's plan would eliminate 18 uniformed positions (1 Chief, 1 Captain, 3 Lieutenants, and a mix of sergeants and patrol officers that equates to 13 positions). The Sheriff stated that existing staff in the Broome County Sheriff's Office can provide the supervision and support needed to manage the 21 officers added to his staff that would be dedicated to the district.

There are also currently 4 full-time and several part-time civilian positions in the Village Police budget. The Committee budgeted 2 civilian positions for the Sheriff's operations – one full-time and one part-time position to assist with additional clerical/records management workload. In addition, the Committee budgeted retention of the full-time maintenance worker position, which would become a position created in the Town DPW but be charged as a district cost. Thus two other full-time clerical positions currently in the Village police department will be eliminated. Crossing guards would remain under the supervision of the Sheriff. The bingo inspection and parking meter checking and repair functions would be absorbed by the Town as TOVE costs at the current Village budget amounts.

Upon dissolution of the Village, the Town will become owner of all Village owned Police department assets, including equipment provided to uniformed officers owned by the Village, police vehicles, the joint Police/Court building, and all its contents. Prior to the effective date of the dissolution, the Town, with the assistance of the County Sheriff and the Village Police department, will inventory all Village police department assets and determine which should be sold as surplus or otherwise disposed. The Sheriff will determine which police vehicles to utilize, and the Town will surplus the rest. Sheriff vehicles dedicated to the district will be specially marked to identify their primary assignment to Johnson City. Proceeds from sale of the assets will be used to pay down remaining debt on the Police/Court building. Assets retained by the Town will be sold to the County Sheriff for a nominal fee, to be used for providing police services to the District under an inter-municipal services agreement.

The County Sheriff will create a substation in the current Village Police/Court building, and will run police district operations from that substation. The Town will lease the portion of the building used as a substation to the Sheriff for a nominal fee. All associated building costs (e.g. heat, light and maintenance), as well as other operational costs for running the district, including provision of equipment, uniforms, vehicles, fuel, communications devices, etc. will be budgeted by the Sheriff with the budget approved by the Town Board on behalf of the special district, with all approved costs and any offsetting revenues to be assigned as district costs.

Financial Impact

Upon creation of the Johnson City Police Protection District, the Town of Union will contract with the Broome County Sheriff for an annual fee for delivery of dedicated police services described above, which will be assessed as a property tax levy to the properties within the district. The components of the property tax levy shall include a negotiated fee that covers the Sheriff's expenses for providing contracted dedicated service to the district and additional costs that must be paid off that were incurred by the former Village in conjunction with providing police services (for example, police retiree health benefits), less annual revenues received by the Sheriff for services provided to the district.

Using the 2009-2010 Village of Johnson City budget as the baseline for comparison purposes, the total cost of the Village Police department is calculated to total approximately \$5,414,000⁹. The cost components are: A.) Current uniformed personnel: salaries and other cash costs: \$2,676,000; benefits plus other personnel costs: \$1,360,000; retiree health benefits: \$598,000; one-time buyouts: \$216,000; B.) Current civilian employees: salaries and other cash costs: \$148,000; benefits and other personnel costs: \$70,000; and C.) Current equipment and contractual expenses: \$346,000.

Under the Plan the total cost is calculated to be approximately \$2,834,000. The cost components are: A.) Uniformed personnel: salaries and other cash costs: \$1,286,000; benefits plus other personnel costs: \$570,000; retiree health benefits: \$598,000, B.) Civilian employees: salaries and other cash costs: \$75,000; benefits and other personnel costs: \$31,000; and C.) Equipment and contractual expenses: \$274,000. As noted above, approximately \$55,000 in costs will be shifted to Town civilian operations.

Excluding revenues¹⁰, the cost for providing police services under this Plan is projected to be \$2,525,000 less per year than the fully loaded cost of the current Village Police department.

Shared Services Alternatives

Police services throughout Broome County, including the Village, have long been organized around the general principle of shared services. Police departments periodically cross service boundaries to provide mutual aid. In addition, the County is organized around a County delivered 911 emergency communications system. For police services, there are two higher levels of police agencies that assist local police departments – the Broome County Sheriff and the New York State Police.

Within that general context, however, the Village of Johnson City Police Department is managed as a stand-alone full service professional police department. Although the Committee considered potential shared service options with other local police departments and did receive a proposal from the City of Binghamton, the Committee concluded that the Plan outlined above would result in the same or better level of services and savings.

⁹ The cost figures shown are gross figures – they exclude the \$21,000 in revenues budgeted for the Village police.

¹⁰ Assumed to be the same under either the Village or district operations.

The Village could choose to eliminate the Village Police department independent of the entire Village dissolving. The Village could then potentially pursue entering into an agreement with a neighboring department to share the Chief of Police, assuming a candidate for such a position could be found. The potential cost savings from such an arrangement might total in the range of \$50,000 per year for the Village. The Village could also potentially pursue a strategy of reducing the size of its police force and/or the range of services provided. However, these options would potentially reduce the level of service and/or result in minimal savings. For these reasons, the Committee believes that shared services options are limited and unlikely to yield meaningful cost savings or efficiencies.

Public Works Services

Summary: The Plan calls for the Town of Union to assume operations of all Department of Public Works functions including water, storm sewers, parks, and streets at an annual savings of \$368,000 compared to current Village operations.

Provision of Services – Overview

If the Village of Johnson City dissolves, the Town of Union would be responsible for providing Public Works operations within the former Village, and for ongoing contractual obligations of the Village for other Public Works functions with entities outside the Village borders. Thus, the Town would be required to provide the services or contractual obligations in the following functional areas currently under the responsibility of the Village Director of Public Services:

- Water operations in the Water Fund,
- Sewer operations in the Sewer Fund,
- Refuse operations in the Refuse Fund, and
- Public Works operations in the General Fund operations including: Street Administration, Street Maintenance, Snow Removal, Sidewalks and Curbs, Parks, Central Garage, Storm Sewer, Street Cleaning and Off-Street Parking.

All of these services are provided to Village properties and would become the responsibility of the Town. In addition, contractual obligations for Water and Sewer operations exist with entities outside the current Village. These will be discussed in more detail in functional subsections which follow.

Water operations are managed as a stand-alone unit. The other five operations are identified as discrete divisions for budget purposes: however, there is significant cross-over of employees among operations to meet the service needs of the Village. Identifying the fiscal impact of the Town picking up these operations if the Village dissolves is complicated by the method used by the Village to allocate expenses to separate funds in order to minimize costs that would be charged to the property tax levy.

In the 2009-2010 Village budget, a total of 39 full-time staff are funded for the Public Works functions. Ten full-time employees are assigned to the Water function. Twenty-eight full-time employees are assigned to the other functions, which, as noted above, are inter-related. The Public Works functions are overseen by the Director of Public Services. Seasonal/part-time employees supplement the full-time staff

during the summer months. Water is budgeted for two seasonal workers, Streets budgeted three to four seasonal workers, and Parks budgeted two to three seasonal workers.

If the Village dissolves, the Town will create a dedicated Water department (a function that the Town does not currently provide). The Town intends to establish an equivalent department with a staff of 10 people plus employ a recognized expert on water systems who holds the New York State Department of Health Class 1B Water Operator Certificate. For the other DPW operations for which the Town currently has equivalent operations, the Town expects to employ 25 additional employees. Consideration of hiring current Village employees will be given in accordance with a memorandum of understanding approved by the Town Board. The Town of Union hiring procedures will be as governed by the Town of Union personnel policies and procedures and all applicable local, state and federal laws. Any employees hired by the Town would be paid at the Town wage and benefit scale. Under this Plan, there is a net reduction of three positions: two supervisory positions and a senior account clerk typist position, since the Town's existing supervisory and clerical positions can absorb the additional workload.

Upon dissolution, all existing Village equipment and facilities will become the property of the Town. The Town reviewed existing Village facilities and equipment, and plans to incorporate most of the current equipment and all of the current facilities into Town DPW operations. During the transition year between the vote and the actual dissolution, the Town will determine which pieces of equipment it will retain, with the remaining equipment to be auctioned off once it is no longer needed by the Village or the Village dissolves, whichever comes first, with the proceeds used to reduce outstanding debt. Any remaining debt on the date of dissolution will be transferred to the Town.

The Town currently has staff and facilities to operate and maintain its DPW equipment and maintain public buildings, parks and grounds facilities. Adding to Town staff, as described above, will give the Town the additional resources needed to maintain the added Village properties, facilities and equipment.

In summary, if the Village dissolves, Village roads, sidewalks, parks facilities, and routine sewer cleaning and maintenance currently provided by Village operations under the General Fund will be provided by the Town under TOVE General Fund operations. Village Water and Sewer district services and charges will continue to be assessed to district users by the new Water and Sewer districts managed by the Town. The Town will become legally and fiscally responsible for the Village's obligations for the jointly owned sewage treatment plant. The Village refuse district would no longer exist, as former Village properties will be serviced and charged as part of the TOVE refuse operations.

Water Fund (F Fund)¹¹ Operations

The Village Water Department is a stand-alone utility operation within the Village, self supported by water fees charged to water customers. The department supplies water to all of the Village, Fairmont

¹¹ The Village of Johnson City (like all municipalities) organizes its activities in budgetary funds. General Fund departments and programs are funded (in part) by the general property taxes levied on all the Village's taxpayers. The Water, Sewer and Refuse funds are "Revenue funds" which charge user fees or taxes on users of the service to pay for those specific services.

Park and Westover in the Town of Union, part of the Town of Dickinson and the Choconut Center Water District in the Town of Union. As of January 2009, there were approximately 5,380 water accounts within Johnson City, 500 outside user accounts and 175 accounts in the Choconut Center Water District. In addition, there is an Intermunicipal agreement with Broome County to provide water to the Landfill and Airport, including maintenance and operation of related facilities.

If the Village is dissolved, the Village Water operations will become Town operations within the Town Department of Public Works, and the Town will create a water district corresponding to the current Village operations and continue charging district fees as needed to cover costs. The Town intends to establish the following positions, with titles approximating those currently in the Village: 1 Deputy Superintendent of Water, 1 Water Foreman, 2 Water Technician III, 5 Water Technician II, 1 Account Clerk and a Director to manage the provision of water services to former Village customers. The Village Water Fund also has budgeted a .5 Mechanic position that will be included in the Town DPW operational plan. Current Village facilities and equipment will revert to the Town and become part of the unified Johnson City Water District.

For all intents and purposes, the transition from the Village to the Town would appear seamless to all current customers, both inside and outside the Village.

Further, the Town anticipates that water and sewer rates to be charged to current Village residents would not be significantly different than those in effect at the time of dissolution. Water rates currently in effect are shown in Table 2.

TABLE 2

Johnson City Water Rates 2009 per cubic foot (cf)			
	JC Rate Within Village	JC Rate Outside Village	Choconut Center Rate
First 1000 c.f.	\$20.00	\$30.00	\$80.00
Next 6000 c.f.	1.66 per 100cf	2.27 per 100cf	3.55 per 100 cf
Next 1,993,000 c.f.	1.55 per 100cf	2.05 per 100cf	3.25 per 100 cf
Over 2,000,000 c.f.	0.92 per 100cf	0.92 per 100cf	0.77 per 100 cf

Sanitary Sewer Fund (G Fund) Operations

The Sewer Fund is a separate enterprise fund supported by fees charged to sewer customers. The sewer function is responsible for approximately 60 miles of pipes and system pumps and structures. Approximately 4,800 customers exist within the Village borders, with approximately 500 customers outside the Village borders. In addition, the Village (45.8%) is a co-owner with the City of Binghamton (54.2%) of the Joint Sewage Treatment Plant. The Village's contractual obligations for the Joint Plant at the time the Village dissolves will transfer to the Town.

If the Village is dissolved, the Village sewer operations will become Town operations within the Town Department of Public Works, and the Town will create a sewer district corresponding to the current Village operations and continue charging district fees as needed to cover costs. In the current Village budget, 6 employees are funded in whole and 8 employees are funded at 50% through the Sewer Fund. While sewer fund personnel are responsible for maintaining the sewer system, they also assist with other Public Works operations as needed. The Town would add two employees to its existing sewer staff to meet the additional workload from absorbing Village operations. The other current Village employees will be offered the opportunity to apply for other Town DPW jobs, subject to the net reduction of three positions described previously. Current Village facilities and equipment will revert to the Town and become part of the Johnson City Sewer District. Existing debt obligations will continue to be charged to the customers of the Sewer District, exactly as the Village is currently doing. This includes the large debt (\$17,725,000) associated with the Binghamton/Johnson City Joint Sewage Plant, which is paid via the sewage fees charged to all users of the sewage plant across the metropolitan area.

For all intents and purposes, the transition from the Village to the Town would appear seamless to all current customers, both inside and outside the Village.

Further, the Town anticipates that the water and sewer rates to be charged to current Village residents would not be significantly different than those in effect at the time of dissolution. Sewer rates currently in effect are shown in Table 3.

TABLE 3

Johnson City Sewer Rates 2009 per cubic foot (cf)	
First 1000 c.f.	\$40.00
> 1000 c.f.	\$2.25 per 100 cf

Refuse Fund (EM Fund) Operations

Village refuse operations are budgeted in a separate enterprise fund and are self supporting based upon user fees. Currently, there are approximately 5,100 refuse collection stops in the Village. Twelve full-time employees are budgeted in this function: 4 Refuse Driver Positions, 6 Sanitation Man positions, 1 Foreman, 1 Deputy Superintendent of Public Works. Although budgeted in the refuse fund, refuse employees are assigned to work in the street and parks departments (for overtime callouts only), as well as assisting with snow removal, etc. as needed. The village charges a flat fee of \$168 per unit for this service with an estimated \$20 per unit increase in 2009-10 to cover an additional \$500,000 in costs.

If the Village dissolves, the Town of Union will provide refuse collection as part of the Town-wide service operated by the Town Department of Public Works, with the charge to be collected as part of the TOVE property tax bill. The Town would collect refuse within the former Village in accordance with its published guidelines now in force for the non-incorporated portion of the Town. As such, it can be expected that the following service differences will occur:

- Who receives services. The Village currently collects up to six refuse items per dwelling unit and nine yard waste items per property which includes commercial properties and multi-unit residential properties. The Town collects up to six items per unit up to a five-family unit. Village management estimates that somewhere between 100-140 businesses in the Village would be affected by a change to the Town procedures. Going to commercial contractors under the Town procedures will increase refuse collection service costs to these businesses; however, the financial impact will have to be determined by each business customer.
- Differences in service. The Town and Village both limit collection of garbage from residents to six containers and the Village has a nine-item limit for yard waste compared to the Town, which has no limit. Higher volumes are permitted during occasions such as moving or estate cleaning. There also are differences between Village and Town rules for collection of yard waste, construction and demolition material and appliances/white goods. Current Village operations collect appliances/white goods on regular garbage days, yard waste on Mondays and construction and demolition materials by appointment. The Town requires prior notification for appliances/white goods, only has scheduled yard waste pickup from the first full week in April to the first full week in December, and requires construction and demolition material to be taken to the Town refuse garage (with certain volume limits).

The Dissolution Study Committee recognizes that these differences in service are a function of the higher demands in the denser urban environment within the Village, and understands that the Town will be able to adjust its services to minimize disruption of current services within the Village to most residents.

The Town would increase its refuse department by 10 employees. Depending on the post-dissolution service outcome of the newly established routes, the Town could consider adding two to three additional laborers.

Current Village facilities and equipment will revert to the Town and become part of the Town's DPW operations. The Village currently has outstanding debt on two refuse vehicles (totaling \$104,000), which will be transferred to the Town and paid for as part of the Town's refuse fee.

There is an important difference between how the Village and Town charge for refuse services. The Village imposes a refuse fee of \$168/unit¹². The Town's refuse collection charge is included in its TOVE General Fund property tax, at a rate of \$28.86/\$1,000. Shifting from a flat fee base to a property tax basis will result in shifting the costs of refuse collection within the former Village. Under the property tax basis, properties assessed at less than \$5,800 would see a reduction in their refuse collection costs¹³, while

¹² Note – this analysis is based on the current Village fee. The newly adopted 2009-2010 budget assumed an increase in fees needed to raise an additional \$500,000. This fee is currently estimated to be an additional \$20 per unit. Using a higher Village fee of \$188/unit would result in greater savings by moving to the Town refuse collection plan.

¹³ \$168/\$28.86. This analysis is simplified by focusing only on single family units, but illustrates the impact of the cost shift and savings or costs that would occur.

those over would see an increase. 90% of the parcels in the Village have a taxable assessed value of less than \$5,800, so 90% of the property owners would see a reduction in their refuse collection costs if the Village dissolves.

General Fund Public Works Operations

Public Works operations that are funded through the Village General Fund (supported by the property tax) include Street Administration, Street Maintenance, Snow Removal, Sidewalks and Curbs, Parks, Central Garage, Storm Sewer, Street Cleaning and Off-Street Parking. The number of employees budgeted in the General Fund are: 1 Senior Account Clerk Typist in Streets Administration at 100%, 2 Heavy Equipment Operators at 50%, 5 Laborer-Operators at 50% and 2 Parks Maintenance Specialists at 100%. As noted above, these employees work in other tasks within the department as needed.

If the Village dissolves, ownership of and responsibility for all improvements within the public right-of-way, and all public facilities, would revert to the Town, which will provide these services through the Town Department of Public Works. As discussed previously, the Town expects to offer opportunities for employment to current Village employees with the exception of two supervisory and the senior account clerk/typist positions. The Town will also utilize, at the start of operations, currently owned Village equipment and facilities. Adding personnel, equipment and facilities to its current resources will enable the Town to continue to provide the level of service currently offered by the Village. The Town anticipates that street services for the Village would be equivalent to those now provided to the unincorporated portion of the Town or parks, the Town would administer/maintain the existing Village parks, including the Carousel, to the same standard currently applied to parks in the unincorporated portion of the Town. The Town will also absorb any existing debt on DPW vehicles and equipment (which currently totals \$308,000) after application of funds from the sale of surplus equipment.

Financial Impact

If the Village dissolves, the fiscal impact of the dissolution will be distributed in the following manner:

General DPW operations (Street administration, Street Maintenance, Snow Removal, Sidewalks and Curbs, Parks, Central Garage, Storm Sewer, Street Cleaning and Off-Street Parking) would be billed as part of TOVE budget costs. Current Village costs for these operations total \$1,202,000. If the Town absorbs these operations, net ongoing costs will be reduced \$45,000 per year¹⁴.

Refuse operations will be absorbed by the Town DPW Department, with the refuse operations costs billed as the Town Refuse Collection portion of the property tax. Current Village cost for the refuse operations is \$1,292,000. If the Town absorbs these operations, net ongoing costs would be reduced by \$72,000 per

¹⁴ This savings comes from the elimination of the Senior Account Clerk Typist position (\$45,000 including benefits) and savings due to the Town being able to use its own radio system (\$4,000). The Town will save an additional \$14,000 in benefits, which will be shown in the general benefits savings calculation in a separate section. Actual total Town costs are projected to be \$395,000 less, however, this includes a one-time savings from completion of the Floral Avenue Traffic Signal Grant project, for which there would be a corresponding loss of grant revenue, making the net Town reduction \$49,000 as shown.

year¹⁵. The impact of shifting from a fee basis in the Village to a property tax basis is described above. Should the increased Village fees create a fund balance at the time of dissolution, the fund balance would be applied to pay off the existing lease payment obligations for the two refuse vehicles first, with any balance applied to remaining general fund debt.

Water operations would be absorbed by the Town DPW Department. It is expected that all current Village water operations would continue as-is, with no planned efficiency savings upon Village dissolution. The current Village cost for the Water Fund is \$1,884,000. The new Town Water District would be wholly self-funded through district charges. Any un-appropriated Village Water Fund balance upon dissolution would be assigned to the Town water district and used for rate stabilization in the future¹⁶.

Sewer operations would be absorbed by the Town DPW Department. It is expected that all current Village sewer operations would continue as-is. The current Village cost for the Sewer Fund is \$2,709,000. One cost efficiency will result in a savings for the new Town sewer district customers of \$72,000¹⁷. The new Town Sewer District would be wholly self-funded through district charges. Any un-appropriated Village Sewer Fund balance upon dissolution would be assigned to the Town sewer district and used for rate stabilization in the future¹⁸.

In addition to the efficiency savings identified above which total \$193,000, the Committee projects an additional savings of \$175,000 due to the lower Town salary and benefit structure. Once the Town determines how its new employees will be allocated to the different functions, it will be able to determine the extent to which the salary cost savings will be distributed to the TOVE fund, the Refuse tax or the Water or Sewer district customers¹⁹.

¹⁵ The savings is a result of elimination of one Foreman position – salary and benefits at \$72,000.

¹⁶ The Committee identified a concern about the ongoing drawdown of fund balances within the Village Water Fund, which suggests revenue shortfalls that may need to be resolved by increased user fees in the future. The Town Water District would absorb the added costs of the Director (as noted above), who is currently wholly funded by the Village Sewer Fund. However, since this is the equivalent of a transfer between wholly separate funds, there would be no net impact on current Village Water and Sewer Fund customers, and this would have no property tax impact.

¹⁷ The savings is a result of elimination of one Foreman position – salary and benefits at \$72,000.

¹⁸ The Committee identified a concern about the ongoing drawdown of fund balances within the Village Sewer Fund, which suggests revenue shortfalls that may need to be resolved by increased user fees in the future. The Town Water District would absorb the added costs of the Director (as noted above), who is currently wholly funded by the Village Sewer Fund. However, since this is the equivalent of a transfer between wholly separate funds, there would be no net impact on current Village Water and Sewer Fund customers, and this would have no property tax impact.

¹⁹ For purposes of developing the financial projections section of this plan, the Committee assumed \$115,000 of the savings would be allocated to the TOVE general taxes, with the balance allocated to Sewer (\$15,000) and Refuse (\$80,000).

Shared Services Alternatives

In reviewing other options for providing some or all of the services currently provided by Village Public Works operations if the Village does not dissolve, the Committee identified two possible shared services alternatives that have already been studied. The results of these studies indicate the difficulty in trying to implement shared services for Public Works operations that would result in meaningful cost reductions, given the way Village operations have evolved.

- **Parks.** The Village and Town could develop a shared services agreement for maintenance of parks, using as a template the shared services proposal developed by the Town in 2005 (which was a comprehensive proposal involving the Town and the two villages of Johnson City and Endicott). However, that initial proposal was rejected by the villages as being unworkable within the existing Village framework. A 2007 analysis of the Town proposal would result in a tax increase of between \$2.75 to \$4.24 per \$1000 assessed value, based upon the impact on existing Johnson City staffing and the amount of capital investment in parks proposed. Village Public Works staff is simply not dedicated solely to parks facilities – they work in various Public Work functions depending on the need. Thus, they cannot be simply eliminated from the Village budget without creating additional expenses to backfill their work in other functions.
- **Refuse Collection.** As with the Parks, both villages have studied jointly contracting with the Town to take over refuse collection. This was studied in 1992, and the study was updated in September 2005. Both times, the villages chose to simply continue providing their own refuse collection services. From the Johnson City perspective, contracting with the Town would have spillover effects on other Public Works operations, since, as noted, Village refuse employees assist with other Public Works functions as needed. Johnson City officials also noted that there would be some changes in delivery of collection services to Village taxpayers. After factoring in the impact of spillover costs of refuse employees assisting other Village operations, Johnson City officials estimated that the savings to Village taxpayers initially identified in the report would in fact end up increasing General Fund expenditures by \$5.22 per \$1000 assessed valuation. This analysis points out the difficulty in trying to parcel out discrete functions in the Village where in fact the operations are inter-twined.

These studies led the Committee to conclude that unless and until there is a fundamental change in the way Public Works operations are managed within the Village, it is not reasonable to expect that there will be ways to save significant costs through a shared services approach with the Town. Village Public Works operations are currently run very efficiently because staff work across functions as needed. However, the downside is that with current Village record-keeping practices, it is not possible to separate staff into discrete functions to evaluate alternative ways to provide just that function.

Disposition of Village Land, Buildings and Related Assets

Summary: The Village of Johnson City owns 54 parcels of land, which includes buildings and other assets. With few exceptions, all these assets will become the property of the Town of Union upon the Village's dissolution.

The following pages detail a listing²⁰ of all Village owned land, buildings and related assets that will transfer to the Town upon dissolution. **Unless otherwise stated in each section, or detailed in any other part of this dissolution plan, all assets, land and/or buildings, whether improved or unimproved, shall become the property of the Town of Union.** The Town will make a final determination on their usefulness and ultimate disposition post dissolution. The proceeds from the sale of any of these assets may be used to reduce the debt obligations assumed by the Town. The Town must honor any and all existing leases, agreements, or other arrangements between the Village of Johnson City and lessees or other users of Village property.

Real property transferred to the Town shall be done without consideration²¹ and the Town shall, at its option, prepare any and all deeds for the Village to execute prior to the date of dissolution. In any circumstance where debt is associated with the building or related asset, the disposition of the asset and debt will be uniquely addressed within the section. Debt has also been addressed as a separate section within this plan.

²⁰ All information was drawn from an insurance renewal listing for buildings, vehicles and related assets, including appraised building and contents value estimates for insurance purposes, provided by Haylor, Freyer & Coon, Inc. dated July 18, 2008.

²¹ "Without consideration" means a complete transfer of Village property to the Town without cost to the Town.

Land

The following parcels will transfer to the Town of Union upon dissolution:

Rec #	Parcel ID	Parcel Location	Municipality	Owner Name	Acres	Land Use
1	127.10-4-45	1000 REYNOLDS RD-REAR	Village of Johnson City	Village of JC	1.1	Vacant
2	127.10-3-28	218 DEYO HILL RD	Village of Johnson City	Village of JC	2.48	Vacant
3	127.10-3-24	224 DEYO HILL RD-REAR	Village of Johnson City	Village of JC	0.99	Public Services
4	127.10-3-23	230 DEYO HILL RD	Village of Johnson City	Village of JC	0.59	Vacant
5	127.10-3-27	232 DEYO HILL RD	Village of Johnson City	Village of JC	2.4	Vacant
6	127.13-1-49	1000 REYNOLDS RD	Village of Johnson City	Village of JC	0.15	Vacant
7	127.81-1-1	101 FAIRVIEW ST	Village of Johnson City	Village of JC	8.3	Public Services
9	143.10-1-6	126 BROWN ST-REAR	Village of Johnson City	Village of JC	0.82	Vacant
10	143.10-1-7	128 BROWN ST-REAR	Village of Johnson City	Village of JC	2.8	Vacant
11	143.26-1-28	3 1/2 WREN ST	Village of Johnson City	Village of JC	0.06	Vacant
12	143.26-1-27	3 3/4 WREN ST	Village of Johnson City	Village of JC	0.1	Vacant
13	143.34-3-10	21 ST JOHN PKWY	Village of Johnson City	Village of JC	6.1	Recreational
14	143.40-1-1	320 HARRY L DR	Village of Johnson City	Village of JC	13.3	Community Services
15	143.46-1-15	129 ENDWELL ST	Town of Union	Village of JC	0.11	Public Services
16	143.46-1-14	133 ENDWELL ST	Town of Union	Village of JC	0.11	Public Services
17	143.46-1-13	137 ENDWELL ST	Town of Union	Village of JC	0.11	Public Services
18	143.46-1-12	141 ENDWELL ST	Town of Union	Village of JC	0.11	Public Services
19	143.46-1-17	121 ENDWELL ST	Town of Union	Village of JC	0.09	Public Services
20	143.46-1-16	125 ENDWELL ST	Town of Union	Village of JC	0.11	Public Services

21	143.48-2-7	15 BURNS ST	Village of Johnson City	Village of JC	2.4	Vacant
22	143.48-2-1	124 BROWN ST	Village of Johnson City	Village of JC	1.3	Community Services
23	143.49-1-3	110 BROAD ST N	Village of Johnson City	Village of JC	0.03	Public Services
24	143.50-1-38	98 C F J BLVD	Village of Johnson City	Village of JC	5.5	Wild/Forest
25	143.50-1-49	1 GANNETT DR	Village of Johnson City	Village of JC	0.99	Vacant
26	143.56-1-6	46 OLIVE ST	Village of Johnson City	Village of JC	0.69	Public Services
27	143.57-3-32	27 BROAD ST	Village of Johnson City	Village of JC	0.29	Commercial
28	143.57-2-24	243 MAIN ST	Village of Johnson City	Village of JC	1	Community Services
29	143.57-2-3	283 MAIN ST	Village of Johnson City	Village of JC	0.1	Wild/Forest
30	143.57-2-34	28 AVENUE C	Village of Johnson City	Village of JC	2.2	Community Services
31	143.57-2-2	17 ISABELLE PL	Village of Johnson City	Village of JC	0.55	Commercial
32	143.57-3-29	10 WILLOW ST	Village of Johnson City	Village of JC	0.11	Commercial
33	143.58-1-2.212	2 GANNETT DR	Village of Johnson City	Village of JC	0.15	Vacant
34	143.58-1-2.12	3 GANNETT DR	Village of Johnson City	Village of JC	0.54	Vacant
35	143.61-1-33	45 CAMDEN ST	Town of Union	Village of JC	0.1	Public Services
36	143.61-1-26	19 ELBON ST	Town of Union	Village of JC	0.1	Public Services
37	143.61-1-32	47 CAMDEN ST	Town of Union	Village of JC	0.1	Public Services
38	143.63-2-21	96 BAKER ST	Village of Johnson City	Village of JC	0.12	Wild/Forest
39	143.63-2-23	104 BAKER ST	Village of Johnson City	Village of JC	0.12	Wild/Forest
40	143.63-2-22	100 BAKER ST	Village of Johnson City	Village of JC	0.12	Wild/Forest

41	143.65-2-21	55 WILLOW ST	Village of Johnson City	Village of JC	0.32	Wild/Forest
42	143.65-1-33	42 WILLOW ST	Village of Johnson City	Village of JC	0.18	Community Services
43	143.66-1-12	107 MAIN ST	Village of Johnson City	Village of JC	0.4	Community Services
44	143.66-1-13	115 MAIN ST	Village of Johnson City	Village of JC	0.35	Wild/Forest
45	143.71-2-9	675 RIVERSIDE DR-REAR	Village of Johnson City	Village of JC	0.17	Vacant
47	143.78-1-60	37 RIVER TERR	Village of Johnson City	Village of Johnson City	0.15	Vacant
48	143.78-1-2	475 BOLAND DR	Village of Johnson City	Village of JC	22.8	Wild/Forest
49	143.78-1-1	501 BOLAND DR	Village of Johnson City	Village of JC	1.8	Wild/Forest
50	143.80-4-45	200 FLORAL AVE	Village of Johnson City	Village of JC	5.1	Recreational
51	143.80-4-37	270 FLORAL AVE	Village of Johnson City	Village of JC	0.34	Community Services
52	159.31-1-47	401 BOLAND DR	Village of Johnson City	Village of JC	3.9	Public Services
53	159.40-1-9	79 SHELBY ST	Village of Johnson City	Village of JC	0.12	Vacant
54	159.40-1-10	74 SHELBY ST	Village of Johnson City	Village of JC	1.2	Vacant

Buildings

Unless otherwise stated in each section, ownership of all buildings will transfer to the Town of Union who will make a future determination on final disposition.

Water Department

WATER DEPT. BUILDINGS Current Value for Insurance Purposes (4/9/2008)

OCCUPANCY	LOCATION	Department	BUILDINGS	CONTENTS
			INSURED VALUE	INSURED VALUE
Water Dept Office (Including Telemetry Equipment)	Water Department, 44 Camden St.	Water	\$1,203,891	\$515,619
Garage		Water	\$83,887	\$6,570
Treatment Building		Water	\$163,242	\$634,619
Well House #1	Water Department	Water	\$92,853	
Well House #2	52 Camden Street	Water	\$143,957	
Well House #3	46 Camden Street ,	Water	\$144,784	
Pump House #4	46 Olive Street	Water	\$18,700	
Well House #5	119 Endwell Street	Water	\$53,443	
Well House #6	Corner of Bruns &	Water	\$122,902	
Well House #7	108 N. Broad Street	Water	\$176,339	
Water Pump Station	Fairview Street	Water	\$122,684	\$29,167
Water Storage Tank		Water	\$741,500	
Water Storage Tank		Water	\$741,580	
Altitude Value Building		Water	\$49,263	
Water Pump Station	Reynolds Road	Water	\$113,238	\$19,332
Immediate Service Storage Tank		Water		
Service Storage Tank	Deyo Hill Road	Water	\$416,275	
TOTAL			\$4,388,538	\$1,205,307

Sewer Department

SEWER DEPT. BUILDINGS Current Value for Insurance Purposes (4/9/2008)

OCCUPANCY	LOCATION	Department	BUILDINGS
			INSURED VALUE
Sewage Lift Station	124 Brown Street	Sewer	\$56,000
Sewer Pump Station (No Building)	Rear 124 Broad Street	Sewer	\$95,885
Sewer Pump Station (No Building)	Rear 243 Main Street	Sewer	\$13,699
Combined Sewer Overflows Pumping Station	At A.E.S. Westover NGE Generation Inc. 720 Riverside Dr.	Sewer	\$781,101
TOTAL			\$946,685

Parks & Recreation

PARKS & REC BUILDINGS
Current Value for Insurance Purposes (4/9/2008)

OCCUPANCY	LOCATION	Department	BUILDINGS	CONTENTS
			INSURED VALUE	INSURED VALUE
Arts & Craft Bldg		Parks & Rec	\$13,513	
Baseball Storage Shed		Parks & Rec	\$1,850	
Carousel Building	CFJ Park	Parks & Rec	\$758,800	\$2,882
Concession Stand		Parks & Rec	\$11,424	
Concession Stand	Virginia Ave Park	Parks & Rec	\$58,682	
Concession Stand/Press Box		Parks & Rec	\$29,331	\$679
Concession Stand/Press Box		Parks & Rec	\$40,530	
Dugout #1		Parks & Rec	\$3,350	
Dugout #1		Parks & Rec	\$4,650	
Dugout #1		Parks & Rec	\$11,833	
Dugout #2		Parks & Rec	\$3,350	
Dugout #2		Parks & Rec	\$4,650	
Dugout #2		Parks & Rec	\$11,833	
Dugout #3		Parks & Rec	\$11,833	
Dugout #4		Parks & Rec	\$11,833	
Flammable Storage Shed		Parks & Rec	\$1,400	
Ladies Restroom Bldg		Parks & Rec	\$10,600	
Men's Restroom Bldg		Parks & Rec	\$10,600	
Open Shelter -	Northside Park	Parks & Rec	\$2,850	
Pagoda		Parks & Rec	\$20,530	
Pavilion		Parks & Rec	\$4,650	\$940
Pavilion		Parks & Rec	\$8,828	\$400
Pavilion		Parks & Rec	\$29,100	\$4,110
Pavilion		Parks & Rec	\$13,850	\$2,585
Pavilion		Parks & Rec	\$3,500	\$825
Pavilion	Boland Avenue Park	Parks & Rec	\$7,200	\$545
Pool Filter House		Parks & Rec	\$29,370	\$21,900
Pool Filter House		Parks & Rec	\$13,190	\$277
Portico - Parking	1 Avenue C	Parks & Rec	\$27,800	
Restroom Valve Shed		Parks & Rec	\$1,550	
Restrooms		Parks & Rec	\$49,481	
Restrooms	Floral Avenue Park	Parks & Rec	\$51,048	\$409
Restrooms		Parks & Rec	\$99,335	
Restrooms		Parks & Rec	\$52,007	
Shelter/BBQ Pit		Parks & Rec	\$6,200	
Storage Building		Parks & Rec	\$12,325	
Storage Building		Parks & Rec	\$10,850	
Storage Building		Parks & Rec	\$10,950	
Storage Building		Parks & Rec	\$7,150	
Storage Shed		Parks & Rec	\$2,200	
Wading Pool		Parks & Rec	\$42,978	
Wading Pool		Parks & Rec	\$35,299	
Workers Arch	Main Street	Parks & Rec	\$144,700	
	Baker Street Park	Parks & Rec	\$7,800	\$450
TOTAL			\$1,694,803	\$36,002

DPW

The Town of Union anticipates keeping the Central Garage for use in a combined Town Highway Department.

DPW BUILDINGS
Current Value for Insurance Purposes (4/9/2008)

OCCUPANCY	LOCATION	Department	BUILDINGS	CONTENTS
			INSURED VALUE	INSURED VALUE
Garage	124 Brown Street	Public Works	\$1,198,039	\$346,610
Gas Pump	124 Brown Street	Public Works	\$38,220	
Salt Storage	124 Brown Street	Public Works	\$94,290	
TOTAL			\$1,330,549	\$346,610

General Administration

The Town of Union anticipates selling the Village Hall, or the Village could sell it during the transition period, but the Town will assume responsibility for the building in the event of dissolution, until it can be sold.

ADMINISTRATION BUILDINGS
Current Value for Insurance Purposes (4/9/2008)

OCCUPANCY	LOCATION	Department	BUILDINGS	CONTENTS
			INSURED VALUE	INSURED VALUE
Village Hall	243 Main Street	Administration	\$3,256,620	\$188,325
Library	107 Main Street	Administration	\$2,566,111	\$1,895,936
Immediate Service Storage Tank		Administration	\$299,570	
TOTAL			\$6,122,301	\$2,084,261

Police

The Justice Building will transfer to the Town of Union. Debt associated with the Justice Building will be assumed by the Town of Union but will remain taxable to residents in the current Village of Johnson City. The Town of Union intends to continue utilizing a portion of the public safety building to provide court services. The current police station will be leased to the County Sheriff in order for the Sheriff to operate a proposed County sub-station and provide dedicated coverage to the former Village of Johnson City. The police garage will be leased to the County Sheriff as necessary.

POLICE DEPT. BUILDINGS
Current Value for Insurance Purposes (4/9/2008)

OCCUPANCY	LOCATION	Department	BUILDINGS	CONTENTS
			INSURED VALUE	INSURED VALUE
Police Garage	31 Avenue C	Police	\$173,800	\$177,100
Police Station & Village Court	31 Avenue C	Police	\$8,880,238	\$498,125
TOTAL			\$9,054,038	\$675,225

Fire

All buildings related to fire protection of the current Village of Johnson City will transfer in ownership to the Town of Union. As part of the Plan, the Town of Union will lease all buildings related to fire protection and associated assets to the Village of Endicott Fire Department for its use in service of the Fire Protection District. Debt associated with the buildings and associated assets will remain the responsibility of the residents in the Fire Protection District.

FIRE DEPT. BUILDINGS
Current Value for Insurance Purposes (4/9/2008)

OCCUPANCY	LOCATION	Department	BUILDINGS	CONTENTS
			INSURED VALUE	INSURED VALUE
Fire Station-South	270 Floral Avenue	Fire	\$658,130	\$85,425
Fire Station-South (Training Center)	270 Floral Avenue	Fire	\$64,575	\$13,600
Fire Station-North	822 Harry L. Drive	Fire	\$879,639	\$82,880
TOTAL			\$1,602,344	\$181,905

Related Assets

Unless otherwise stated in each section, ownership of all related assets in each department of the Village of Johnson City will transfer in ownership to the Town of Union. All known assets of significance have been listed on the following pages.

Water - Vehicles

WATER DEPT. VEHICLE SCHEDULE

DEPARTMENT	VEHICLE	CURRENT INSURED VALUE
Water	Dodge Utility Truck	\$22,791
Water	Ford F700 3 ton Dump	\$24,347
Water	Dodge 4 x 4 Pick Up	\$21,633
Water	Dodge Pick Up	\$21,493
Water	Ford F350 Pick Up	\$12,500
Water	Isuzu Utility Truck	\$32,323
Water	Dodge Ram 2500	\$23,715
Water	GMC Dump Truc	\$33,610
Water	Ford F350 Pick Up	\$34,059
Water	Ford Van	\$15,197
TOTAL		\$241,668

Water – Other Assets**WATER DEPT. EQUIPMENT**

EQUIPMENT	DEPARTMENT	CURRENT INSURED VALUE
Case Backhoe - Model 580K	Water	\$24,960
Case 580SL-2	Water	\$25,000
Jacobsen Lawn Mower	Water	\$8,500
Saw rescue 15" pamer K12	Water	\$1,500
Hisey 8" grinder, glower vac	Water	\$1,325
Delta 17" Table press drill	Water	\$3,650
Meter Test System Complete	Water	\$5,000
Detectron Deluse Detector XL	Water	\$475
Fisher Loactor TW5	Water	\$1,800
Operator Valve Waches TM	Water	\$9,000
Muller Tapper 8100	Water	\$1,700
Titon Epic 440E Sprayer ACC	Water	\$675
Stihle Saw Cutoff	Water	\$375
Tamper 12" Plate Wacher Gvr	Water	\$1,800
Homelite Pump Trash 8HP	Water	\$1,500
Schonstedt Locator GA52B	Water	\$950
Schonstedt Locator GA52G	Water	\$950
Schonstedt Locator GA52G	Water	\$950
Fisher Big Foot Detector XLT	Water	\$800
Air-Op Hammer	Water	\$1,800
Lincoln Lift - 3000 #	Water	\$1,400
Osxy-Acetylene Unit, Cart-Acc	Water	\$650
Lincoln ideal arc welder	Water	\$1,500
Wacker Tamper 18x24	Water	\$2,200
Homelite Generator	Water	\$1,200
Malsbary Steam Cleaner 37C	Water	\$3,600
Homelite Gas-op Pump 1 1/2"	Water	\$700
Homelite 3" Trash Pump	Water	\$1,500
Cut Pipe Reed UPC636, Tank-A	Water	\$5,000
Homelite Water Bug Pump	Water	\$250
Mueller Tapper 20	Water	\$675
Honda Pressure Washer Gas-Op	Water	\$900
Honda Generator EX1000	Water	\$900
Oster Pipe Threader LH	Water	\$5,000
Wacher 1' plate tamper GVR10	Water	\$1,800
Mueller Tapper 3 Cat#	Water	\$2,500
Mueller Taper CC #1352	Water	\$8,000
Budgit Chain Hoist Trolley	Water	\$2,800
Yale 1 ton, Chain Hoist Trolley	Water	\$500
5 HP Compressor	Water	\$6,500
Homelite Generator	Water	\$500
Scotchlite Applicator	Water	\$5,000
	TOTAL	\$145,785

Sewer – Vehicles**SEWER DEPT. VEHICLE SCHEDULE**

DEPARTMENT	CAR/ TRUCK #	VEHICLE	CURRENT INSURED VALUE
Sewer	Truck 17	Dodge Van	\$3,500
Sewer	Truck 18	Volvo Dump Sweeper	\$168,300
Sewer	Truck #10	Ford Van	\$10,000
Sewer	Car 5	Dodge Ram 2500 Pick Up	\$18,859
Sewer	Truck 16	Chev Step Van	\$3,499
TOTAL			\$204,158

DPW – Vehicles**GENERAL DPW VEHICLE SCHEDULE**

DEPARTMENT	CAR/ TRUCK #	VEHICLE	CURRENT INSURED VALUE
Public Works	Truck 3	Ford F350 1 ton Dump	\$20,887
Public Works	Truck 9	Ford Dump Truck	\$27,673
Public Works	Car 3	Dodge Pick Up	\$21,493
Public Works	Truck 4	Ford Bucket Loader	\$11,000
Public Works	Truck 8	International Dump	\$93,563
Public Works	Truck 13	Int'l Dump Sander	\$70,000
Public Works	Truck 15	Ford Tank Flusher	\$25,000
Public Works	Truck 32	Elgin Sweeper	\$9,000
Public Works	Car #2	Chev Caprice	\$18,300
Public Works	Truck #7	Volvo Dump	\$101,910
Public Works	Parks 2	Dodge P/U	\$20,042
Public Works	Tuck 6	Volvo Dump Truck	\$80,600
Public Works	Trailer	Kahh Trailer	\$1,000
Public Works	Truck 35	Volvo Sweeper	\$157,140
Public Works	Truck 28	Int9 Lift Truck	\$32,941
Public Works	Truck #12	Isuzu Cab Crew Truck	\$41,289
Public Works	Car 4	Ford Explorer	\$5,000
Public Works	Truck #5	Sterling Dump Truck	\$95,715
Public Works	Truck 11	Chev Silverado	\$31,996
Public Works		Holmes Utility Trailer	\$3,345
Public Works		Intl Dump	\$42,052
Public Works		GMC Truck w/Aerial Lift	\$69,814
Public Works	Truck 14	Dodge Ram	\$28,860
TOTAL			\$1,008,620

DPW – Other Assets**GENERAL DPW EQUIPMENT**

EQUIPMENT	DEPARTMENT	CURRENT INSURED VALUE
Bobcat Skid Steer	Public Works	
(cab, 18" planer, 18" fast cut drum, Pallet forks)	Public Works	\$25,864
Pipeline Video Inspection Camera Sys W/ Camera	Public Works	\$41,218
Pull Real	Public Works	
Push Camera	Public Works	
Monitor	Public Works	
VCR	Public Works	
Pro-Twin Roder-Sewer Lateral Cleaner; W/ 3/4 HP single Drum Unit w/auto Feed;	Public Works	
3/4 x 100 ft coiled rod	Public Works	\$1,695
Ingersol Rand Roller	Public Works	\$35,222
John Deere 544E Loader	Public Works	\$65,421
Caterpillar Grader	Public Works	\$23,920
Case Backhoe	Public Works	\$23,920
Hyster Forklift	Public Works	\$11,828
Kubota	Public Works	\$12,553
Case Tractor	Public Works	\$3,120
Salsco Chipper - Model #813	Public Works	\$18,826
Tarrant Leaf Machine	Public Works	\$9,896
Ramper Gax 18x24 Plate Mikas	Public Works	\$2,200
Bush hog Rotary Mower	Public Works	\$3,500
Toro 2 cycle mower	Public Works	\$490
Turfcut w/ deck	Public Works	\$10,905
Plasma Cutter	Public Works	\$2,300
Lawn-Boy Tractor	Public Works	\$460
Lawn-Boy Tractor	Public Works	\$460
Lincoln Air Truck Jack	Public Works	\$766
Hewlett Packard Plotter - Model #077700	Public Works	\$3,281
Stihl Chainsaw - Model #SLE019T	Public Works	\$270
Stihl Chainsaw - Model #SLE044	Public Works	\$682
Hilti Combo Hammer/Drill w/Attach	Public Works	\$934
Patron Air Stripper	Public Works	\$3,394
Tobyhanna / Hyster Forklift	Public Works	\$11,828
	TOTAL	\$314,953

Parks & Recreation – Other Assets**PARKS & REC EQUIPMENT**

EQUIPMENT	DEPARTMENT	CURRENT INSURED VALUE
Jacobsen Turfcut	Parks	\$10,905
Vacuum Leaf Blower	Parks	\$800
Toro Trimmer	Parks	\$395
Jacobsen 22" cut mower	Parks	\$600
Jacobsen 22" cut mower	Parks	\$500
Toro 22" cut mower	Parks	\$650
Toro 22" cut mower	Parks	\$650
Echo Lawn Trimmer	Parks	\$590
Leaf Blower	Parks	\$500
TOTAL		\$15,590

Refuse - Vehicles**REFUSE VEHICLE SCHEDULE**

DEPARTMENT	CAR/ TRUCK #	VEHICLE	CURRENT INSURED VALUE
Refuse	Truck #20	Volvo Refuse PackerX64	\$118,450
Refuse	Truck 21	Volvo Packer	\$124,677
Refuse	Truck 23	Volvo White Packer	\$111,548
Refuse	Truck 24	Scania Recycler	\$110,000
Refuse	Truck 26	InYI Recycler	\$53,546
Refuse	Truck 25	Volvo Packer	\$128,428
Refuse	Truck 22	Volvo Rufuse Packer	\$110,721
TOTAL			\$757,370

Police – Vehicles

Ownership of all police department vehicles will transfer to the Town of Union. The Town may in turn transfer some of the vehicles to the County Sheriff, depending on the work plan devised by the Sheriff for dedicated coverage in the former Village of Johnson City. Any vehicles that are not transferred will be disposed of, with proceeds of the sale to be applied against outstanding debt on any of the police vehicle fleet. Should there be no outstanding police vehicle debt, proceeds will be applied to the most current debt remaining in any other department.

POLICE DEPT. VEHICLE SCHEDULE

DEPARTMENT	CAR/ TRUCK #	VEHICLE	CURRENT INSURED VALUE
Police	Car 702	Chev Impala	\$20,865
Police	Car 741	Ford Crown	\$21,624
Police	Car 716	Jeep Cherokee	\$19,980
Police	Car 721	Ford Crown	\$20,804
Police	Car 740	Ford Aerostar	\$15,294
Police	Car 745	Chev Van	\$4,000
Police	Car 720	Chev Impala	\$19,548
Police	Car 723	Dodge Stratus	\$5,000
Police	Car 724	Chev Impala	\$20,194
Police	Car 730	Pontiac Grand	\$16,000
Police	Car 710	Ford Crown	\$21,500
Police	Car 703	Chev -Impala	\$19,366
Police	Car 711	Ford Crown	\$21,700
Police	Car 744	Ford Winstar	\$3,200
Police	Car 713	Ford Crown	\$21,928
Police	Car 715	Ford Crown	\$21,928
Police	Amb	Ford Suburban	\$12,000
Police		Ford Taurus	\$23,160
Police		Ford Taurus	\$23,160
Police		Olds Intrigue GL	\$5,000
Police	Car 722	Ford Taurus	\$21,850
Police		Dodge Durango	\$21,150
Police	Car 743	Ford Crown	\$20,249
Police	Car 717	Jeep Cherokee	\$19,900
Police	Car 731	Dodge Stratus	\$5,800
Police	Car 742	Ford Crown	\$22,000
Police	Car 718	Ford Crown	\$22,000
TOTAL			\$469,200

Police – Other Assets

All police department equipment and assets will transfer to the Town of Union, which will in turn transfer them to the County Sheriff.

POLICE DEPT. EQUIPMENT

EQUIPMENT	DEPARTMENT	CURRENT INSURED VALUE
Onon 45EM Generator	Police	\$3,200
Police Consol Base Unit	Police	\$22,810
Dark Invader Night Scope	Police	\$5,200
Misr Camera Equipment	Police	\$18,173
Riot Equipment	Police	\$6,500
Police Bicycles & Equipment	Police	\$2,032
Dual Stalker	Police	\$2,246
TOTAL		\$60,161

Fire – Vehicles

Ownership of all vehicles related to fire protection will transfer to the Town of Union. The Town will lease the vehicles to the Village of Endicott in order for the Village to provide fire protection services to the Fire Protection District encompassing the boundaries of the former Village of Johnson City. Debt associated with the vehicles will be the responsibility of the residents of the Fire Protection District.

FIRE DEPT. VEHICLE SCHEDULE

DEPARTMENT	CAR/ TRUCK #	VEHICLE	CURRENT INSURED VALUE
Fire	Tower 26	Pierce Pumper	\$375,000
Fire	Engine 3	Grumman	\$270,000
Fire	Engine 1	Grumman	\$190,000
Fire	Utility 26	Ford F250 Pick	\$22,664
Fire	Rescue 26	Ford F450 Pick-	\$56,000
Fire	Car 26-4	Chev Suburban	\$27,160
Fire	Engine 2	Pierce Contender Fire	\$244,000
Fire		Rivercraft Model TC14 Trailer	\$5,000
Fire		Croft Carmate	\$5,000
Fire	Car 1	Jeep Grand	\$18,600
Fire	Car 3	Jeep Grand	\$18,600
Fire		Pierce Pumper	\$303,000
Fire		Dodge Durango	\$21,150
TOTAL			\$1,556,174

Fire – Other Assets

Ownership of all other assets of the Fire department will be transferred to the Town of Union. The Town of Union will lease all equipment to the Village of Endicott in order for the Village of Endicott to provide adequate fire protection for the new Fire Protection District.

FIRE DEPT. EQUIPMENT

EQUIPMENT	DEPARTMENT	CURRENT INSURED VALUE
Rivercraft Model 18/120 SAR Airboat	Fire	\$27,790
Misr Portable Firefighting Equipment	Fire	\$103,499
Physical Damage on Fire Vehicles	Fire	\$1,387,000
Fire Department Robot	Fire	\$5,384
Sears Emergency Generator	Fire	\$3,000
TOTAL		\$1,526,673

Village Debt

Summary: According to the Plan, the Town of Union will assume responsibility for the payment of all the Village’s outstanding debt.

Bonds

The Village of Johnson City has six major outstanding bonds. The outstanding bonds are as follows:

Year	Scope	Principal²²	Maturity
1990	Public Improvements	\$0	2009
2000	Fire Station Improvements	\$350,000	2017
2008	Public Improvements	\$340,200	2019
2003	NYSEFC Series 2003B	\$1,870,000	2030
2005	Police/Court Facility	\$7,495,000	2031
2002	NYSEFC Series 2002G	\$795,000	2032
2005	NYSEFC Series 2005A	\$13,920,000	2034
Total		\$24,770,200	

Each of the bonds titled “NYSEFC” relates to a bond for upgrades to the sewage treatment facility. As sewer customers are responsible to pay for those upgrades, this debt will remain a taxable charge to the

²² Represents the principal remaining on the Bond as of 1/1/2011, not the original principal amount.

current sewer users from across the Binghamton metropolitan region. There will be no redistribution of current sewer fund debt.

The 1990 bond will expire in 2009 and thus will not transfer to the Town. The Town will assume responsibility for the 2000 & 2008 bonds for public improvements. The improvements associated with the bond in 2000 were related to the Northside Fire Station on Harry L. Drive. The bond in 2008 was for general Village purposes. The bond will be assumed by the Town and become taxable to the TOVE taxpayers.

The bond associated with the Justice Building (police/court facility) will become the responsibility of the Town, as a TOVE cost. The Town will assume operation of the facility and will continue to operate the court. The Town will lease a portion of the building to the County Sheriff for use as a County sub-station for the Sheriff to provide dedicated coverage to the current Village of Johnson City.

BAN's

In addition to the Bonds listed above, the Village of Johnson City also has an outstanding short term Bond Anticipation Note totaling \$1,639,923 as of June 2009. The BAN was used to pay for items in the current Village General Fund including but not limited to police vehicles, fire equipment and vehicles, department of public works equipment and street repairs and the Carousel project.

This BAN debt will be assumed by taxpayers in the TOVE. Any available fund balance upon dissolution, after paying accrued benefits owed employees, will be used to pay down this BAN.

Other Debt

In addition to the above noted bonds and BAN's, the Village also has short-term debt on two Refuse Packer Trucks. It is anticipated that both of these loans will be paid off prior to transfer of the assets to the Town of Union. In the event there is remaining debt or new debt incurred relative to refuse collection, the debt will be incorporated into the Town's calculation of the cost of services to residents who receive refuse collection services.

Village Codes and Laws

Section 1910-1 of the Village Dissolution Law (Village Law Article 19) articulates that:

“Unless the plan shall provide otherwise, all local laws, ordinances, rules or regulations of the village in effect on the date of the dissolution of the village, including but not limited to zoning ordinances shall remain in effect for a period of two years following dissolution, as if same had been duly adopted by the town board and shall be enforced by the town within the limits of the dissolved village, except that the town board shall have the power at any time to amend or repeal such local laws, ordinances, rules or regulations in the manner as other local laws, ordinances, rules or regulations of the town.”

It is the understanding and intent of the Dissolution Committee, in accordance with the above stated provision, that unless a Village code, law or local ordinance will cease to be relevant in the absence of the Village of Johnson City,

all local laws, ordinances and zoning codes will transfer to the Town and will remain enforceable upon the former Village for a minimum period of two years.

The Town will take action on each law, either to adopt and amend Town law to include the Village code, law or ordinance, or merge with existing Town laws the Village laws that would either enhance or strengthen the Town law with respect to governing the area comprised of the current Village.

The Dissolution Committee proposes that the list of Village codes and laws on the following pages receive special consideration by the Town in the event of dissolution. Each item mentioned has been prioritized for action. In many cases, the Town does not currently have an equivalent code that covers the subject matter of the Village code.

“High priority” items are so labeled because the Dissolution Committee suggests that the Town will need to address the item should the Village dissolve. The best solution is for the Town to simply adopt and/or merge the current Village code into the Town code at their earliest convenience, post dissolution.

“Medium priority” action items are so labeled because the Dissolution Committee suggests that by adding or merging the Village code into the Town code, the Town code could be strengthened. However, action on these items will be optional.

As implied, “Low priority” action items are labeled as such because in most cases, the Town has similar legislation that would cover the Village code. In a few cases, the Town may wish to adopt or merge the Village code, but in the majority of cases, existing code or related zoning codes would cover the intent of the Village code for the Town as a whole.

There are two areas of regulation excepted from the attached list: 1) the Village zoning ordinance and 2) the Village subdivision regulations.

The Village of Johnson City, the Village of Endicott and the Town of Union are currently working together on a unified zoning code, which is tentatively scheduled for adoption in the fall of 2010. If that unified zoning code is adopted, it would supersede the current Village of Johnson City zoning ordinance.

If the unified zoning code is not adopted in 2010, the Town must continue the existing Village zoning ordinance unless or until a unified code is adopted.

The current Village regulations on subdivision should also be continued. Although the two Villages and the Town are considering an updated unified subdivision ordinance, there is no definite adoption date. Therefore, the current Village subdivision ordinance must be maintained unless or until a unified ordinance is adopted.

All previous approvals or permits granted by the Village for use variances, area variances, special permits, subdivisions, or other zoning approvals would be legal pre-existing nonconforming (“grandfathered”) uses, in the event of dissolution.

Johnson City's Code Provision to be Compared:	Highlights of Johnson City's Code Provisions:	Notes on Comparison with Town of Union:	Priority (Code Sections that should be continued):
1. Chapter 9- Defense and Indemnification	<ul style="list-style-type: none"> Provides legal defense and indemnification of judgments against employees of the Village pursuant to § 18 of the Public Officers Law 	Nothing Similar	High priority- unless Town has a similar local law or resolution
2. Chapter 10- Empire Zone	<ul style="list-style-type: none"> The City of Binghamton acts on Village's behalf and submits to the Commissioner of Economic Development for the State of NY an application for the creation of an Empire Zone Village then provides local tax and other incentives to qualifying businesses within the Zone 	<p><u>Chapter A210: Empire Zone</u></p> <p>Very similar legislation in Town.</p>	Low priority- Town has very similar legislation, Town uses same maps.
3. Chapter 15- Ethics	<ul style="list-style-type: none"> Addresses Village employees or officers and: <ol style="list-style-type: none"> Gifts Confidential Information Representation before one's agency Representation before any agency for a contingent fee Disclosure of interest in legislation Investments in conflict with official duties Private employment Future employment 	<p><u>Chapter 31: Code of Ethics</u></p> <p>Town has extensive legislation on Ethics</p> <p>Aimed at avoiding conflicts of interest. "A conflict or a potential conflict exists whenever an officer or employee has an interest, direct or indirect, which conflicts with his or her duty to the Town or which could adversely affect an individual's judgment in the discharge of his or her responsibilities"</p> <p>Sets up a mandatory reporting requirement</p>	Low priority- Town has very similar legislation, even more extensive than the Village's

		Board of Ethics Penalties	
4. Chapter 51- Administrati on of Parks and Recreation	<ul style="list-style-type: none"> Establishes a Recreation Commission which shall establish and direct athletic and recreational programs in parks, playgrounds and neighborhood recreation centers 	<p><u>Chapter 12: Boards Commissions and Councils</u></p> <p>Has a Parks and Recreation Commission</p> <p>Established under Chapter 12, Article II</p>	<p><u>Low priority-</u> Town has very similar legislation</p>
5. Chapter 84- Adopt-A- Road-and- Lot Program	<ul style="list-style-type: none"> Establishes procedure for allowing volunteers to adopt a road or lot. 	Nothing Similar	<p><u>Medium priority-</u> The Town may have an interest in allowing volunteers to continue maintaining public spaces</p>
6. Chapter 88- Alarms	<ul style="list-style-type: none"> Law designed to discourage and minimize false alarms when caused by human error or malfunction of equipment Requires emergency alarms to be adequately maintained Establishes a false alarms fine schedule Establishes an Alarm review board 	Nothing Similar	<p><u>Medium priority-</u> Town may wish to continue or adopt similar legislation.</p>
7. Chapter 92- Alcoholic Beverages	<ul style="list-style-type: none"> Prohibits possession of an open container No personal shall consume alcoholic beverages in public place unless a permit or license has been issued 	<p>Nothing Similar</p> <p>However, State Vehicle and Traffic Law does prohibit open containers while on roads (Vehicle and Traffic Law § 1227)</p>	<p><u>Medium priority-</u> Town may wish to continue or adopt similar legislation.</p>

8. Chapter 96- Animals	<ul style="list-style-type: none"> • Defines livestock, and exotic animals • Requires permits for the housing of livestock, fowl and poultry and exotic animals • Establishes the amount of the permit and how often an applicant needs to get a new permit (yearly basis) • Allows for inspection of the premises where the animal is kept, done by Building Inspector jointly with Health Officer 	<p><u>Animals: Chapter 71</u></p> <ul style="list-style-type: none"> • Provisions all geared towards <u>dogs</u> • Title of article is the Dog Control Law of the Town of Union 	<p><u>Medium priority-</u> Town may wish to continue or adopt similar legislation.</p>
9. Chapter 100- Antennas	<ul style="list-style-type: none"> • No person shall install any television aerial or antenna in excess of 10 feet in height without first having obtained a permit from the Building Inspector • Excludes aerials or antennas used for broadcasting purposes • Provides specifications for construction and maintenance • Allows for penalties 	<p>Nothing Similar</p>	<p><u>Low priority-</u> There is no similar legislation but the Town could regulate through its zoning ordinance.</p>
10. Chapter 104- Auctions	<ul style="list-style-type: none"> • Provides specification as to how to apply for an auctioneer's licenses (application, bond, fee) • Specifications for the application to hold a public auction • Specifications of the sale • Extensive code provision 	<p>Nothing Similar</p>	<p><u>Medium priority-</u> Town may wish to continue or adopt similar legislation.</p>
11. Chapter 108- Bicycles	<ul style="list-style-type: none"> • Provides for safe operation of a bicycle • Rights of way/ yielding • No riding on sidewalk in business sections of Village • No person 12 years or more (other than newsboys on delivery routes) shall ride on sidewalk • Prohibits riding bicycles in any public park or playground 	<p><u>Chapter 148: Parks:</u></p> <p>No person shall use any portion of the park for purposes of way except drives, roadways, paths, walks and trails established for such purposes.</p>	<p><u>Medium priority-</u> Town may wish to prohibit use of bikes on sidewalks.</p>
12. Chapter 110- Bingo	<ul style="list-style-type: none"> • Lawful for any authorized organization (as defined in General Municipal Law, Article 14-H, Section 476) upon obtaining license to conduct bingo game (even on Sunday) • Sunday Games- start no earlier than 12, noon • No prize shall exceed the sum or value of \$250 • No series of prizes shall aggregate more than \$1000 	<p><u>Chapter 79: Bingo and Games of Chance:</u></p> <p>Very Similar to Village, except:</p> <p>No prize shall exceed the sum or value of \$1000</p> <p>No series of prizes shall aggregate more</p>	<p><u>Low priority-</u> as there is very similar legislation in Town</p>

		than \$3000	
13. Chapter 117- Numbering of Buildings	<ul style="list-style-type: none"> • Purpose is to aid in 911 responses • Allows Building Inspector to oversee the numbering of buildings • Provisions for size and display • Provisions for non-compliance 	<p>Nothing Similar</p> <p>However it is covered by State Code (except for the numbering of apartments)</p>	<p><u>Medium priority-</u> Town may wish to continue or adopt similar legislation for the numbering of apartments.</p>
14. Chapter 118- Unsafe Buildings	<ul style="list-style-type: none"> • Investigation and Report must be completed by Village • Notice provisions • Service of Notice • Provides for a hearing by Board → demolition or removal of structure • Removal of building where there is costs in excess of \$20,000 → competitive bidding 	<p><u>Chapter 88:</u> <u>Buildings Unsafe:</u></p> <p>Almost identical, except that in the removal of a building where there is costs in excess of \$10,000 → Competitive bidding</p>	<p><u>Low priority-</u> as there is very similar legislation in Town</p>
15. Chapter 124- Circuses, Carnivals and Amusements	<ul style="list-style-type: none"> • Licenses required for circuses, theaters and exhibitions • Licenses Fee Schedule • Board Approval needed for carnivals, road shows or similar amusements • License required for billiard & pool rooms, bowling alleys and shooting galleries • Hours of operation- regulation for Sundays • Unlawful for unaccompanied minors to frequent billiard and pool rooms 	<p><u>Chapter 68:</u> <u>Amusements:</u></p> <p>Permits required for certain performances</p> <p>Bond and fee requirements</p> <p>Public hearings</p> <p>Penalties for offenses</p> <p>NOTHING on billiard, pool rooms, bowling alleys and shooting galleries</p>	<p><u>Low priority:</u> there is enough similar legislation that there would not be a huge gap, but if billiards, pool rooms, bowling alleys and shooting galleries are problematic, may want to consider enacting similar legislation.</p>
16. Chapter 136- Drainage and Watercourse s	<ul style="list-style-type: none"> • References to NY's Environmental Conservation Law • Permit required to stop, fill up, confine, pave, allow obstruction to accumulate... • Application process • Oversight by Superintendent of Public Works • Village Engineer to receive notice • Details fees and costs associated therewith 	<p><u>Chapter 102:</u> <u>Drainage:</u></p> <p>VERY similar</p> <p>Permit required</p>	<p><u>Low priority-</u> as there is very similar legislation in Town</p>

		Application process	
17. Chapter 138- Drug-Free School Zones	<ul style="list-style-type: none"> Police Chief may procure & place signs in drug free zones giving notice that the area is a drug free zone & stating that violators will be prosecuted to the fullest extent of the law 	Nothing Similar	<u>Medium priority:</u> Nothing similar, but recommended.
18. Chapter 140- Electrical Standards	<ul style="list-style-type: none"> General Provisions (Enforcement, Installation standards, Permits, Inspections, etc.) Article II: Board of Electrical Examiners Article III: Examination and licensing of electricians 	<u>Chapter 106:</u> <u>Electrical</u> <u>Standards:</u> Nothing on licensing	<u>Medium priority-</u> Town may want to keep in effect for two years and evaluate whether to continue
19. Chapter 146- Civilian Fingerprinting	<ul style="list-style-type: none"> Police Department upon application and payment of fee (\$15) shall provide fingerprinting for civilians and others who are not members of the police department 	Nothing Similar	<u>Medium priority-</u> Town may wish to continue or adopt similar legislation.
20. Chapter 148- Fire Prevention	<ul style="list-style-type: none"> Details use of fire equipment outside Village Limits Open Fires (enforcement and penalties) Detailed Fire Prevention provisions 	Nothing Similar But County regulates open burning and State Code covers some topics	<u>Medium Priority:</u> Town may wish to adopt if there are gaps in State or County legislation.
21. Chapter 154- Storage of Flammable Gases	<ul style="list-style-type: none"> Applies to storage & handling of compressed liquefied petroleum or other flammable gases Permits Oversight Adopts standards of National Fire Protections 	Property Maintenance Sect 155(F)(8)- no storing of combustible liquids State code also covers some portion	<u>Medium Priority:</u> Town may wish to adopt if there are gaps in State or County legislation.
22. Chapter 162- Games of Chance	<ul style="list-style-type: none"> Regulation for conduct of games Sundays (12 noon- 12 midnight) 	Chapter 79: Bingo & Games of Chance: Very Similar (Sun 12-12)	<u>Low priority-</u> as there is very similar legislation in Town
23. Chapter 166- Housing	<ul style="list-style-type: none"> VERY Comprehensive 	New York State	<u>Medium priority-</u>

Standards	<ul style="list-style-type: none"> • Article I: General Provisions • Article II: Administration & Enforcement • Article III: Appeals Board • Article IV: Minimum Standards • Article V: Light Ventilation & Heating • Article VI: Space Use & Location requirements • Article VII: Rooming Houses • Article VIII: Maintenance Requirements • Article IX: Responsibilities of Owners & Occupants 	Uniform Code covers most except for the registration of rental units (Town may be considering legislation already.)	Recommendation that Town consider legislation regarding the registration of rental units.
24. Chapter 172- Licensed Occupations	<ul style="list-style-type: none"> • VERY Comprehensive • Article I: Regulations governing license applications (includes form of application) • Article II: Pawnbrokers • Article III: Dealers in Secondhand Goods 	Nothing Similar	Medium priority- Town may wish to continue or adopt similar legislation.
25. Chapter 176- Mobile Home Parks	<ul style="list-style-type: none"> • Requires a license for an initial mobile home park • Form and content of an application • Subject to site plan review • Minimum requirements • Registration of park occupants • Supervision of park 	Nothing Similar	Medium priority- Town may wish to continue or adopt similar legislation. Same objectives could possibly be achieved through a zoning ordinance.
26. Chapter 180- Notification of Defects	<ul style="list-style-type: none"> • Prior notice required prior to the commencement of a civil action to be maintained against the Village • Given to the Village Clerk • Then there must have been a failure on behalf of the Village to address the issue after the receipt of the notice 	Chapter 178 (Streets and Sidewalks): Article IV: Notification of Defects	Low priority- as there is very similar legislation in Town
27. Chapter 184- Outdoor Wood burning Furnaces	<ul style="list-style-type: none"> • Construction and operation of Outdoor Wood Burning Furnace <u>prohibited</u> • Grandfather provision for pre-existing furnaces • Provisions relating to the abandonment of furnaces 	Chapter 144: Outdoor Furnaces: Allowed on a minimum 3 acre parcel. Setback requirements.	Low priority- Town's ordinance would prohibit outdoor wood burning furnaces on most Village parcels.
28. Chapter 188- Parks and Recreation Areas	<ul style="list-style-type: none"> • No person shall drive a motor vehicle, motorcycle, snowmobile or any similar vehicle on any public playground or recreation centers excepting official or emergency vehicles... 	Chapter 148: Parks: Very Extensive! Provisions regarding <ul style="list-style-type: none"> • Preservation of property • Disposal of rubbish • Weapons & explosives 	Low Priority: Town's legislation is much more extensive

		<ul style="list-style-type: none"> • Harassment • Disorderly conduct • Camping • Traffic regulations • Dogs • Fishing • Swimming, etc. 	
29. Chapter 192- Peace and Good Order	<ul style="list-style-type: none"> • VERY Comprehensive • Abandoned iceboxes & refrigerators • Conduct at the scene of fire • Curfew for minors (16 years and under- 10pm unless with parent) • Discharge of firearms and explosives • Disorderly conduct • Distributing drugs for advertising purposes • False fire alarms • Injury to property • Interfering with public work • Music in public places • Obscene writing pictures or marks • Obstructing fire hydrants • Public intoxication • Rendering assistance at fires • Resting or obstructing officers in performance of duties • Swimming and bathing (no skinny dipping) 	Nothing Similar	Medium priority: Town may wish to continue or adopt similar legislation.
30. Chapter 196- Peddling and Soliciting	<ul style="list-style-type: none"> • Requires the licensing of vendors, hawkers, peddlers, salesmen, canvassers and solicitors who go door to door • Prohibits certain conduct when soliciting • More descriptive than Town's provisions 	<p>Chapter 151: <u>Peddling,</u> <u>Soliciting &</u> <u>Transient</u> <u>Merchants:</u> similar</p> <p>Less detail in application form</p> <p>Does provide exceptions for service clubs and Avon, Mary Kay & Tupperware, etc.</p>	Low priority- as there is very similar legislation in Town
31. Chapter 200- Plumbing Code	<ul style="list-style-type: none"> • VERY Extensive • General Provisions • Article II: Examination, Licensing and Registration of Plumbers • Article III: Installation standards 	Nothing Similar	Medium priority- Town may want to keep in effect for two years and then evaluate whether to continue

32. Chapter 204- Pornography	<ul style="list-style-type: none"> • Sale to minors prohibited • Provides for penalties 	Nothing Similar	Low priority- as there is very similar State legislation <i>Article 235 of NY Penal Code</i>
33. Chapter 206- Property and Building Nuisances	<ul style="list-style-type: none"> • Provisions aimed at stopping the use or altercation of residential and commercial property in flagrant violation of the building code, zoning regulations, health laws, penal laws, regulating obscenity, prostitution, and related conduct, gambling, controlled substances and dangerous drugs, possession of stolen property & licensing laws • 	Chapter 141: Nuisances: VERY similar	Low priority- as there is very similar legislation in Town.
34. Chapter 208- Property Maintenance	<ul style="list-style-type: none"> • Regulations regarding property maintenance • Section regulating junked vehicles 	Chapter 155: Property Maintenance: More extensive than Village's provisions. New York State Uniform Code covers most issues except no provision for dealing with junked vehicles	Medium priority: Recommend that the Town consider enacting a provision to deal with Junked Vehicles.
35. Chapter 214- Public Access to Records	<ul style="list-style-type: none"> • In accordance with NY's Public Officer's Law • Article I: General Provisions • Article II: Records, Retention and Disposition Schedules • 	Chapter 159: Records: VERY similar	Low priority- as there is very similar legislation in Town
36. Chapter 222 Sewers and Sewage Disposal	<ul style="list-style-type: none"> • VERY Comprehensive • Part I: General Provisions (sewer rents) • Part II: Joint Sewage Treatment Plant • Part III: Sewer Use Regulations • Article III: Definitions • Article IV: Joint Sewage Board • Article V: Administrative Procedures • Article VI: Restrictions and Limitations on Use of the Joint Sewage Treatment Plant • Article VII: Industrial Wastewater Pretreatment Program • Article VIII: Industrial Wastewater surcharge • Article IX: Enforcement; Penalties • Article X: Definitions 	Chapter 165: Sewers: Detailed (just not to the same level as the Village's) Definition Section Use of Public Sewer Required (where available) Building Sewers	High priority- Because of the Joint Sewage Treatment Plant, the Town would need to incorporate the Village's provisions.

	<ul style="list-style-type: none"> • Article XI: General Provisions • Article XII: Use of Public Sewers • Article XIII: Building Sewers and Connections • Article XIV: Private Disposal Systems • Article XV: Restrictions and Limitations on Use of Public Sewers • Article XVI: Industrial Wastewater Discharges • Article XVII: Enforcement; Penalties for Offenses 	<p>and Connections</p> <p>Use of Public Sewers</p> <p>Protection from Damage</p> <p>Industrial Pretreatment Program- Village of Endicott</p> <p>Industrial Pretreatment Program— Binghamton – Johnson City Joint Sewage Treatment Plant Service Area</p> <p>General Provisions</p>	
37. Chapter 226- Signs and Billboards	<ul style="list-style-type: none"> • Provides for the permitting of signs and billboards • Details the application process and the permit fees • Bond Required • Record keeping of permits • Expiration of permits and the Revocation of permits 	<p>Nothing Similar</p> <p>(Placement, etc., regulated by Zoning Ordinance.)</p>	Medium priority- for permits and licensing
38. Chapter 236 Solid Waste	<ul style="list-style-type: none"> • VERY Comprehensive • Details collection and removal • Garbage receptacles • Disposal practices- prohibited practices • Fees 	<p><u>Chapter 174: Solid Waste:</u></p> <p>Town does have restrictions, provision on Construction and demolition debris, and Penalties for offenses</p> <p>NOT at the same level as Village</p>	High priority- as there is not the same detailed legislation in the Town
39. Chapter 237 Storm Sewers	<ul style="list-style-type: none"> • VERY Comprehensive • Purpose is to regulate non-stormwater discharges to the municipal separate storm sewer system to the maximum extent practicable as required by federal and state law • Illicit discharges, activities and connections • Notification of spills 	<p><u>Chapter 134: Illicit Discharges, Activities and Connections to Storm Sewers:</u></p> <p>Very similar</p>	Low priority- as there is very similar legislation

	<ul style="list-style-type: none"> • Penalties for offenses • Injunctive relief and alternative remedies 	legislation	
40. Chapter 238 Stormwater Management and Erosion and Sediment Control	<ul style="list-style-type: none"> • VERY Comprehensive • Article I: Findings of Fact; Purpose; Statutory Authority; Applicability; Exemptions; • Article II: Stormwater Control • Article III: Administration and Enforcement 	<p>Chapter 171: Erosion and Sediment Control:</p> <p>VERY similar, almost (but not quite) identical</p>	Low priority- as there is very similar legislation in Town
41. Chapter 240- Streets and Sidewalks	<ul style="list-style-type: none"> • VERY Comprehensive • Article I: General Provisions • Prohibits certain conduct in streets and sidewalks • 28 provisions aimed at safety concerns in the streets and sidewalks • Article II: Street Excavations and Disturbances • Permit required • Insurance considerations • Fees • Safety concerns • Penalties 	<p>Chapter 178: Streets and Sidewalks</p> <ul style="list-style-type: none"> - Sidewalk construction - Excavations and disturbances - Parking during snow emergencies - Notification of Defects - Snow and Ice Removal 	Medium priority- Town may wish to incorporate Village's General Provisions
42. Chapter 244- Subdivision of Land	<ul style="list-style-type: none"> • Article I: Title; Definitions • Article II: General Provisions (procedural requirements, application, fee, responsibilities of subdivisions, standards and requirements) • Article III: Planning Board • Article IV: Village Board • Article V: Enforcement 	<p>Chapter 181: Subdivision of Land:</p> <p>VERY comprehensive in comparison to Village's</p> <ul style="list-style-type: none"> - General Provisions - Definitions - Sketch Plan - Preliminary Plan - Final Plan - Construction of Subdivision, Street acceptance - Design Standards - Waivers, Penalties and Amendments - Technical Specifications 	Low priority- as the Town has comprehensive legislation of their own
43. Chapter 250- Taxation	<ul style="list-style-type: none"> • Article I: Utilities Tax • Article II: Senior Citizens Exemption • Article III: Targeted business investment 	Chapter 184: Taxation:	Medium Priority: Town may want to

	<p>exemption</p> <ul style="list-style-type: none"> • Article IV: Duplicate Tax Bills and Notices • Article V: Infrastructure Exemption 	<ul style="list-style-type: none"> • Article I: Senior Citizens Exemption • Article II: Business Investment Exemption • Article II: Empire Zone Exemption • Article IV: Exemption for Disabled persons with limited income • Article V: Gold Star parents exemption 	<p>review and incorporate some provisions of Village Code</p>
<p>44. Chapter 264 Vehicles and Traffic</p>	<ul style="list-style-type: none"> • Article I: General Provisions • Article II: Traffic Regulations • Article III: Parking, Standing and Stopping • Article IV: Parking Meters • Article V: Removal and Storage of Vehicles • Article VI: Miscellaneous provisions • Article VII: Schedules 	<p>Chapter 191: Vehicles and Traffic</p> <ul style="list-style-type: none"> • Article I: Definitions • Article II: Traffic Control Devices • Article III: Delegation of Powers • Article IV: Traffic Control Signals • Article V: One-Way Roadways; Do not Enter • Article VI: Turning Movements • Article VII: Stop and Yield Intersections • Article IXS: Parking, Standing and Stopping • Article X: Removal and Storage of Vehicles • Article XI: Truck Exclusions 	<p>High Priority: Town should review Village provisions and incorporate provisions specific to Village.</p>

		<ul style="list-style-type: none"> • Article XII: Safety Zones • Article XIII: Penalties for offenses 	
45. Chapter 270 Water	<ul style="list-style-type: none"> • Article I: General Provisions • Article II: Service Connections and Meters • Article III: Rates and Charges • Article IV: Billing and Collection Procedures • Article V: Main Extensions • Article VI: Fire Services • Article VII: Temporary Service • Article VIII: Discontinuance of Service • Part 2: Payment of Water System Bonds • Article IX: General Provisions—levy and assessment of taxes for payment 	<p>Chapter 199: Water:</p> <ul style="list-style-type: none"> • Article I: General Provisions • Article II: Service Connections and Meters • Article III: Rates and Charges • Article IV: Billing and Collection Procedures • Article V: Main Extensions • Article VI: Fire Services • Article VII: Temporary Service 	<p><u>High Priority:</u></p> <p>Town should review Village provisions and incorporate provisions specific to Village.</p>
46. Chapter 272- Wellhead, Aquifer Recharge and Watershed Protection Zones	<ul style="list-style-type: none"> • Article I: Statement of Intent • Article II: Terminology • Article III: Overlaying of Zoning Districts • Article IV: General Requirements • Article V: Watershed Zone (Zone III) • Article VI: Aquifer Recharge Zone (Zone II) • Article VII: Wellhead Protection Zone (Zone I) • Article VIII: Public Hearing • Article IX: Zone Boundary Designation Procedure • Article X: Enforcement • Article XI: Violations • Article XII: Variances • Article XIII: Severability • Article XIV: Zoning Ordinance Amendment; Aquifer Protection Map • Article XV: Repeal • Article XVI: Effective Date 	<p>Chapter 74: Aquifer Recharge and Watershed Protection Zones</p> <p>Very Similar</p>	<p><u>Low Priority:</u></p> <p>Low priority as the Town has similar legislation</p>

Agreements Between the Village and Third Parties

The table below outlines a list of 65 agreements between the Village of Johnson City and a third party that would be affected by the dissolution of the Village. Unless contrary to law or simply unnecessary, all agreements will be enforceable by the Town as the superseding and remaining entity responsible for the assets, personnel, and citizens of the former Village²³.

1. BAE - Confined Space Rescue Agreement
2. Carousel Building Rehab
3. Cell Tower Lease (Village and Binghamton Cellular Telephone Corp DBA AT&T Wireless *)
4. CFJ Park Agreement
5. Columbia Reynolds PILOT Agreement
6. PILOT Agreement with Country Valley Industries, Inc. *
7. PILOT Agreement with United Methodist Homes for Hilltop
8. Davis College- Water Delinquency Agreement
9. Deyo Hill Road- Subdivision Bond w/ Travelers
10. Elevator Maintenance Contract
11. Agreement Establishing the Broome County Empire Zone Administrative Board *
12. JC Energy Performance Contract
13. PILOT Agreement with IDA for Gannett property
14. Grant Application file - Cooperation Agreement
15. PILOT Agreement for Lester Avenue property
16. PILOT Agreement for JH Robotics property
17. Various agreements regarding Joint Sewage Treatment Plant
18. Agreement for Emergency Services- CITGO Petroleum Corporation and Buckeye Terminals
19. Johnson City Youth Baseball Agreement
20. Intermunicipal Agreement (March 1, 2008) Village of Endicott regarding water
21. Intermunicipal Agreement (April 2008) Re: Maintenance, Update and Repair of the Town of Dickinson Traffic Signal Pre-Emption System
22. Indemnification Agreement- Use of Confined Space Simulator at Firehouse #2
23. Amendment of License Agreement with Norfolk Southern Railway Co. (2008)
24. PILOT- Harry L. Drive (Harry L. Apartments Company I, LP)
25. PILOT- Modification and Assumption Agreement – 520 Columbia Drive- INR Associates LLC *
26. All-Mode Communications, Inc. (Service & Support Plan)
27. Lease-Purchase Agreement No NY061993, dated as of February 2, 2008 by and between Village of Johnson City and Tatonka Capital Corporation
28. Intermunicipal Agreement re: Providing Cooperative Highway Services
29. Intergovernmental Agreement between the County of Broome, The Village of JC, and the Town of Union for Water Services to the Nanticoke Landfill *
30. DOT- Preemption Agreement
31. Section 457 Trust Agreement with the JP Morgan Chase Bank (Trustee)
32. Agreement between Village and the Methodist Home for the Aging of the Wyoming

²³ Agreements with an associated intermunicipal agreement have a star following the description.

Conference and the James G. Johnson Memorial Nursing Home Corp. (Fire Protection)
33. Union Volunteer Emergency Squad Inc. – Training Site Agreement
34. Banner Program Contract with 3iGraphics
35. MOU with Binghamton University Police Department and JC Police Department
36. Cooperative Agreement between Town of Union & Village of Johnson City for the purpose of undertaking a Town Community Development Program pursuant to Housing & Community Development Act of 1974 *
37. 911 Dispatch Agreement – January 18, 2005 *
38. Agreement for electrical licensing testing services between City of Binghamton, Village of Endicott, Village of JC
39. Lighting Districts with Town of Union
40. Cable Franchise Renewal Agreement
41. Reciprocal plumbing License Agreement
42. Fire protection agreement Westover Fire Protection District No. 6 *
43. Union Volunteer Emergency Squad, Inc., Johnson City Fire Dept, Emergency Medical Services- First Response Agreement
44. Water Connection with City of Binghamton- Intermunicipal Agreement with City of Binghamton (February 2000) *
45. Verizon Usage Agreement
46. Agreement with UHS (November 24, 1998)- Fiber Optic Cable
47. Intermunicipal Agreement regarding Broome Chamber of Commerce Highway Signage Program
48. Police Department Computer System Agreement with Pyramid
49. Oakdale Pump station Agreement
50. Electrical Inspection Services Agreement
51. Custodial Banking Agreement
52. Reconstruction of Endicott Avenue by Shumaker Consulting Engineering
53. Economic Development of the Susquehanna Heritage Area
54. Traffic Safety Stops Agreement
55. E911 System Agreement
56. Plumbing License Testing Agreement *
57. Stop DWI Task Force
58. Human Resources Agreement
59. Polling Place Contract with Town of Union *
60. Contract Renewal- Stop DWI Overtime Patrol
61. Contract Renewal- Traffic Check Points with the Broome County Health Department
62. Endicott Fire Chief Agreement *
63. Binghamton- Johnson City Joint Sewer Project, Agreement VI *
64. Internet Mapping Applications Memo of Understanding
65. AFSME Contract Negotiation Authorization

Two of the intermunicipal agreements would become irrelevant upon dissolution. Agreement number 36 would no longer be relevant because the Town will be solely responsible for the former Village and will determine appropriate community development projects for the entire Town. Agreement number 59 will also cease to be relevant as the Town will be responsible for all polling and election services within the entire Town and there will be no more special Village elections. The 11 remaining intermunicipal

agreements would remain relevant and enforceable by the Town of Union until they expire or are renegotiated.

Agreements number 35, 42 and 43 will require special attention if the Village dissolves. Agreement number 35 is a Memorandum of Understanding (MOU) with Binghamton University Police and the Johnson City Police. Under the Plan for police services being provided by the County Sheriff, the Town of Union will need to re-formalize the MOU with Binghamton University in order to assure continuity in the current agreement. Agreements number 42 and 43 will require a change to reflect the creation of the Johnson City Fire Protection district per the Plan.

While all other agreements will need to be reviewed and updated, each agreement not specifically mentioned above will remain intact and enforceable by the Town of Union until the agreement either expires or is restructured.

Recurring Obligations

The Village of Johnson has two recurring obligations that the Town of Union will absorb as part of the dissolution process, in addition to the outstanding debt obligations described in the section on Debt. The first obligation is a portion of the debt associated with Phase III of the CSO abatement for the sewage treatment plant. The debt is a shared cost between the City of Binghamton and the Village of Johnson City. The City of Binghamton will continue to bill the Town of Union for this cost. The Town of Union will continue to pass this cost along to users of the current sewer system.

The second obligation is the amortized cost of pension benefits with the NYS ERS and PFRS retirement programs. The amortized costs were a result of a change in NYS law allowing municipalities to cover one-time retirement costs over the course of a period of 10 years. The principal value on these obligations was \$542,177 at the end of May 2009. As of January 1, 2011, the principal obligation for these amortized costs will be \$388,152. The obligation is slated to expire during fiscal year 2016. The annual amounts due are included in the annual bills submitted by the New York State Comptroller. The Town will pay for general fund obligations, and charge the water, sewer, Police and Fire districts for their portion of the bill until all obligations are paid.

Village Books and Records

Upon dissolution of the Village, all of its records, books and papers shall be deposited with the Town Clerk and they shall thereafter become part of the Town records.

Fiscal and Tax Impact

If the Village dissolves, the Town will assume responsibility for all finances and financial transactions and obligations of the Village. During the transition year, the Village will adopt a budget based upon a shortened fiscal year, to run through December 31, 2010. During 2010, the Village and Town fiscal officers will work together to identify any and all Village assets which can be used to pay down any existing Village obligations, including both current and long term liabilities, including but not limited to payments due for compensated absences, unemployment insurance claims, general fund debt and outstanding claims and judgments payable. Any sale of Village assets during the transition year shall be agreed to by the Town, with the proceeds to be used to reduce current and long term liabilities.

During 2010, when the Town develops its 2011 Town budget, the Town and Village shall jointly prepare a public presentation to the Village that identifies all taxes and fees that will be levied against former Village properties, residents and businesses. After the Village dissolves, the Town shall be solely responsible for assuming the financing of the services provided to the former Village.

Based upon the elements of the Plan described herein, the following fiscal and tax impact can be anticipated. For comparison purposes, the Committee used the 2009-2010 Village budget figures, and the 2009 Town budget figures. Future projections are subject to the usual changing dynamics of federal, state and local economy and fiscal policy.

Impact on Revenues

Current Operations:

The Village of Johnson City currently pays for its programs and operations from numerous sources, primarily sales tax revenue sharing from Broome County, state aid, and the local property tax. The property tax levy covers all revenue requirements that are not met from other sources.

The Plan projects that most current Village General Fund revenues will flow to the Town²⁴. There are various reasons why not all current budgeted Village revenue will go to the Town. For example: 1) towns are not legally permitted to collect the Utilities Gross Receipts tax²⁵; 2) for budget purposes, the Committee projects a small reduction in fines and fees collected after the transition of the Village court to the Town²⁶; 3) interfund transfers budgeted by the Village are excluded from Town revenue estimates to allow for accounting of the water, sewer and refuse operations as stand-alone operations. All other revenues²⁷, including major revenues such as Broome County sales tax distribution, state aid per capita (AIM) funding and state Consolidated Highway aid (CHIPS) funding would continue. Current Village Refuse fund transfers will be retained within the TOVE Refuse operations fund. All separate Town district operations would be self-funded as described in the functional section descriptions in this Plan.

If the Village dissolves, the general fund revenues will mostly transfer to the Town of Union, which will further split the revenues between the Town wide and TOVE services, as appropriate and required by law. With the creation of special police and fire districts, residents and businesses within the former village boundaries will make separate property tax payments for those services in addition to their Town of Union property tax obligations. Former village tax payers will continue to pay property taxes to the following governments and districts:

- Broome County

²⁴ As detailed in Appendix A.

²⁵ \$215,000

²⁶ \$25,000

²⁷ Excluding special one-time grant or project revenues that will cease upon dissolution of the Village and employee insurance contributions, which the Town nets out.

- The Johnson City School District
- The Town of Union
- Johnson City Police District
- Johnson City Fire District

In addition to projections based upon current revenues, one additional major new source of ongoing annual revenue can be incorporated into the property tax savings calculations. The adopted New York State budgets for the last three fiscal years have included funding for a consolidation incentive to be provided as part of the Aid and Incentive to Municipalities (AIM) funding. The legislation authorizing this funding states that this will be an annual and ongoing increment to the basic AIM funding already provided to communities, with no termination date.

Under the current law, if the Village dissolves and operations are consolidated with the Town of Union, the Town will be eligible to receive \$1 million per year, with annual increments to that base amount.

Impact on Expenses

Expenditures identified in the 2009-2010 Village General Fund, Water, Sewer and Refuse Fund budgets will be distributed or eliminated as described in the functional sections in this Plan. Appendix A provides the Budget Detail for the Plan.

To summarize, projected cost savings for continuing general fund operations²⁸ total \$4.387 million. Additional cost savings of \$87,000 for sewer district and \$152,000 for refuse operations bring total anticipated annual savings to \$4.626 million if all elements of the Plan are implemented.

In addition, because future pay and benefit increases will be based upon the annual wages of the Town of Union or other local governments, these savings would increase over time. The outcome is that in addition to immediate savings, the long term trend will be toward lower costs for residents of the former Village.

Tax Impact

The impact of the Plan on local property taxes will be affected by several variables. The Committee has prepared its tax impact projections based upon the following components:

1. Village property taxpayers currently pay property taxes to the Village, and property taxes to the Town for taxes levied for Town wide services. If the Village dissolves, former Village property owners will pay the Town for two general taxes (if the Town requires a tax levy): one tax for

²⁸ Total expenses reductions based upon the Plan as shown in each section. Net expense reductions are calculated after deducting one-time events that will not be included in ongoing operations if the Village dissolves. General Fund operations refer to those operations that will be transferred to the Town and fire and police special districts.

Town-wide services and one tax for services provided to the TOVE portion of the Town²⁹. Former Village residents would have two tax bills (one from the Town of Union in January and one from the School District in September) instead of three. The Town will determine during the transition year exactly how to allocate costs and revenues between the Town and TOVE taxes; however, the Committee has assumed the allocations shown in Appendix A for purposes of making fiscal impact projections.

2. Former Village property owners will also pay separate amounts on their Town tax bill for the fire and police special districts described in the Plan.
3. Property tax levies are projected based upon taking projected expenses in the Plan and subtracting projected revenues as noted above.
4. Property tax rates are estimated based upon the 2009 taxable full value of real property as identified in the 2009 Town budget.
5. One additional factor to consider is the impact of the AIM consolidation incentive funding. In order to be conservative, the Committee has made tax impact projections based solely on the local cost reductions resulting from the dissolution of the Village, as well as tax impact projections that assume the AIM funding is received by the Town.

The property tax impact on current Village of Johnson City taxpayers is summarized in TABLE 4. These savings, as noted above, are compared to current Village General Fund services, not including treating current Water, Sewer, Refuse and Library funds, which, under the Plan, will be treated as independent, self supporting operations. To summarize, without the AIM incentive, the property tax bill for current Johnson City taxpayers would decrease from \$304.14 per \$1,000 assessed value to \$221.43 per \$1,000 assessed value – a 27.2% reduction in property taxes. Including the AIM incentive, property taxes would be reduced by \$213.49 per \$1,000 assessed value – a 29.8% reduction in property taxes.

In addition, because the amount of revenue received by the Town upon dissolution would exceed the expenses transferred to the Town, Town taxpayers would see a decrease in Town property taxes. As TABLE 4 shows, the Plan projects that TOVE taxes would go from \$11.26 per \$1,000 assessed value to \$0, and Town-wide taxes would go from \$15.91 per \$1,000 assessed value to \$15.22 per \$1,000 assessed value. Including the AIM incentive, Town-wide taxes would go from \$15.91 per \$1,000 assessed value to \$7.28 per \$1,000 assessed value.

²⁹ An additional line on the Town tax bill will be included for the refuse services cost, but as described in the Refuse Services Plan, this will simply replace the current Village refuse fee, which is separate from the Village general property tax levy.

TABLE 4

TAX RATE PROJECTIONS FOR DISSOLUTION PLAN for the Village of Johnson City Based on 2009-2010 Budgets			
	Village	Town Wide	Town-TOV
CURRENT VILLAGE AND TOWN TAXES			
Current Property Tax Levy for General Fund	\$8,860,537	\$2,004,700	\$765,915
Taxable Assessed Value	\$30,740,837	\$126,025,165	\$67,994,298
Tax rates per \$1,000	\$288.23	\$15.91	\$11.26
Current Village Taxpayer Total - Village Plus Townwide Rate	\$304.14		
NEW TAX RATES BASED ON DISSOLUTION PLAN			
	Former Village		
Fire District			
Fire District Levy	\$3,526,400		
Taxable Assessed Value	\$30,740,837		
<i>Tax Rate per \$1,000</i>	<i>\$114.71</i>		
Police District			
Police District Levy	\$2,812,575		
Taxable Assessed Value	\$30,740,837		
<i>Tax Rate per \$1,000</i>	<i>\$91.49</i>		
Combined District Tax Levies	\$206.21		
TOVE Tax Levy			
Current TOVE Tax Levy			\$765,915
TOVE Levy Dissolution Plan Change			-\$2,961,545
TOTAL TOVE Tax Levy Dissolution Impact			-\$2,195,630
Shift of Excess Revenues to Offset Town Wide Taxes			\$2,195,630
TOTAL TOVE Tax Levy Dissolution Impact After Transfer			\$0
Actual Minimum Tax Levy at \$0			\$0
Tax Rates NOT Including AIM Incentive			
Town Wide Tax Levy No Including AIM Incentive			
Current Town Wide Tax Levy		\$2,004,700	
Town Wide Tax Levy Dissolution Plan Change Not Including AIM Incentive		\$2,108,825	
TOTAL Post Dissolution Town Wide Tax Levy not including AIM		\$4,113,525	
<i>MINUS Additional Reduction from Shift of TOV Excess Revenues</i>		<i>\$2,195,630</i>	
PROJECTED FINAL Town Wide Tax Levy Not Including AIM Incentive		\$1,917,895	
Taxable Assessed Value		\$126,025,165	
FINAL PROJECTED TOWN TAX RATE per \$1,000 NOT Including AIM Incentive		\$15.22	
Percent Reduction from Current		4.3%	
NEW former Village Taxpayer TAX RATE per PLAN NOT including AIM Incentive	\$221.43		
Percent Reduction from Current	27.2%		
Tax Rates Including AIM Incentive			
PROJECTED FINAL Town Wide Tax Levy Including AIM Incentive		\$917,895	
FINAL PROJECTED TOWN TAX RATE per \$1,000 Including AIM Incentive		\$7.28	
Percent Reduction from Current		54.2%	
NEW former Village Taxpayer TAX RATE per PLAN Including AIM Incentive	\$213.49		
Percent Reduction from Current	29.8%		

Appendix A: 2009/2010 Budget with Estimated Savings

Village of Johnson City 2009-2010 Budget with Dissolution Plan Budget Allocation

VILLAGE BUDGET EXPENSES

VILLAGE GENERAL FUND				Dissolution Plan Allocation				
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Legislative	A1010	Personal Services	\$20,000				\$20,000	Assume Town Board picks up with no additional pay
		Contractual Expenses	\$2,000		\$2,000		\$0	Keep for extra needed supplies, etc.
		TOTAL	\$22,000					
Judicial	A1110	Personal Services	\$110,902			\$110,902	\$0	Assumes same number of judges, same salaries
		Equipment	\$12,500			\$12,500	\$0	Assumes same costs
		Contractual Expenses	\$14,600			\$14,600	\$0	Assumes same costs
		TOTAL	\$138,002					
Executive	A1210	Personal Services	\$23,000				\$23,000	Assume Town Supervisor picks up with no increase
		Equipment	\$0				\$0	
		Contractual Expenses	\$1,500		\$1,500		\$0	Keep for extra needed supplies, etc.
		TOTAL	\$24,500					
Finances (Auditor, Treasurer, Tax Advertising & Expense)	A1320, A1325, A1362	Personal Services	\$154,822				\$154,822	Per Town projection
		Equipment	\$0				\$0	Per Town projection
		Contractual Expenses	\$48,295		\$2,500		\$45,795	Per Town estimate for supplies and forms
		TOTAL	\$203,117					
Clerk	A1410	Personal Services	\$68,846		\$38,373		\$30,473	Town keeping 1 FT, 1 PT positions. Doesn't include benefits -added below
		Equipment	\$0				\$0	
		Contractual Expenses	\$6,050		\$5,500		\$550	Per Town estimate for supplies and services
		TOTAL	\$74,896					
Law	A1420	Personal Services	\$0				\$0	
		Contractual Expenses	\$160,000		\$40,000		\$120,000	\$120K 1 time for diss.
		TOTAL	\$160,000					

VILLAGE GENERAL FUND				Dissolution Plan Allocation				
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Planner	A1440	Personal Services	\$30,650				\$30,650	Town doesn't need Acct. Clerk typist position
		Equipment	\$0				\$0	
		Contractual Expenses	\$492,200		\$1,000		\$491,200	Assumes Carousel project completed by 1/1/11
		TOTAL	\$522,850					
Buildings	A1620	Personal Services	\$0				\$0	
		Contractual Expenses	\$54,489			\$10,000	\$44,489	Village Hall mothball costs until building sold
		TOTAL	\$54,489					
Central Garage	A1640	Equipment	\$4,200			\$4,200	\$0	Kept for Town operations
		Contractual Expenses	\$133,178			\$133,178	\$0	Kept for Town operations until Town consolidates facilities
		TOTAL	\$137,378					
Dissolution Expenses	A1650	Contractual Expenses	\$176,146				\$176,146	A One time cost
			TOTAL	\$176,146				
Central Printing, Mailing & Office Supplies	A1660, A1670, A1675	Contractual Expenses	\$26,240		\$26,240		\$0	Assumes same costs to Town
			TOTAL	\$26,240				
Special Items	A1910, A1920, A1930, A1950, A1990	Special Items	\$387,907	\$0	\$235,000	\$100,000	\$52,907	Shifts \$125K insurance to town, plus \$200K Contingency and taxes on property assumes \$25K ins. Savings combining w/town, eliminates Assoc. dues and results in insurance savings
			TOTAL	\$387,907				
Public Safety Communication System	A3020	Contractual Expenses	\$9,106			\$9,106	\$0	Distribute to police and fire
			TOTAL	\$9,106				
General Police	A3120	Personal Services	\$3,040,133	\$2,559,758		\$49,184	See Plan	Per Police Plan Includes all Benefits costs
		Equipment	\$8,016	\$4,140		\$5,626	See Plan	Per Police Plan
		Contractual Expenses	\$337,898	\$269,677		\$400	SeePlan	Per Police Plan
		TOTAL	\$3,386,047					

VILLAGE GENERAL FUND				Dissolution Plan Allocation				
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Stop D.W.I.	A3121	Equipment	\$0				\$0	Per Police Plan
		TOTAL	\$0					
Jail	A3150	Personal Services	\$500	\$500			\$0	Per Police Plan
		Contractual Expenses	\$200	\$200			\$0	Per Police Plan
		TOTAL	\$700					
Traffic Control	A3310	Personal Services	\$6,000				\$6,000	Assume Town staff can handle
		Equipment	\$8,100			\$8,100	\$0	Assume same costs to Town
		Contractual Expenses	\$40,677			\$40,677	\$0	Assume same costs to Town
		TOTAL	\$54,777					
On-Street Parking	A3320	Contractual Expenses	\$1,500			\$1,500	\$0	Assume same costs to Town
		TOTAL	\$1,500					
Fire Department	A3410	Personal Services	\$2,699,085	\$3,482,800			See Plan	Per Fire Plan includes all Benefits costs
		Equipment	\$16,600	\$50,000			See Plan	Per Fire Plan
		Contractual Expenses	\$123,315	\$250,000			See Plan	Per Fire Plan
		TOTAL	\$2,839,000					
Safety Inspection	A3620	Personal Services	\$5,000			\$5,000	\$0	Assumes same costs to Town
		Contractual Expenses	\$2,100			\$2,100	\$0	Assumes Plumbing and Electrical Boards
		TOTAL	\$7,100					
Code Enforcement	A3989	Personal Services	\$52,360			\$52,360	\$0	Assumes same costs to Town
		Equipment	\$0				\$0	
		Contractual Expenses	\$8,110			\$8,110		Assumes same costs to Town
		Budget Differential					\$0	A balancing number in the budget
		TOTAL	\$60,470					
Street Administration	A5010	Personal Services	\$30,823				\$30,823	Town will absorb work of Village Acct. Clerk Typist position
		Equipment	\$0				\$0	

VILLAGE GENERAL FUND				Dissolution Plan Allocation				
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
		Contractual Expenses	\$10,475			\$5,875	\$4,600	Assumes same costs for Town less radio system fee - use town system
		TOTAL	\$41,298					
Street Maintenance & Permanent Improvements	A5110 & A5112	Personal Services	\$163,503			\$139,003	\$24,500	DPW Model - Salary Differential Per Plan
		Equipment	\$3,170			\$3,170	\$0	DPW Model
		Contractual Expenses	\$100,500			\$100,500	\$0	DPW Model
		Floral Ave Traffic Signal Grant	\$360,000				\$360,000	One time grant, not ongoing expense=
		Highway Capital Projects [CHIPS]	\$199,388			\$199,388	\$0	Offset by corresponding revenue from State
		TOTAL	\$826,561					
Snow Removal	A5142	Contractual Expenses	\$95,000			\$95,000	\$0	Assumes same costs to Town
		TOTAL	\$95,000					
Sidewalks & Curbs	A5410	Contractual Expenses	\$30,000			\$30,000	\$0	Assumes same costs to Town
		TOTAL	\$30,000					
Off-Street Parking	A5650	Contractual Expenses	\$500			\$500	\$0	Assumes same costs to Town
		TOTAL	\$500					
Playgrounds & Recreation Centers	A7140	Personal Services (FT)	\$78,770			\$64,210	\$14,560	2 employees transferred to Town DPW - Salary Differential Per DPW Plan
		All Other Personal	\$54,950			\$54,950	\$0	Assumes same costs to Town
		Equipment	\$18,896			\$18,896	\$0	Assumes same costs to Town
		Contractual Expenses	\$63,048			\$63,048	\$0	Assumes same costs to Town
		TOTAL	\$215,664					
Youth Agencies	A7310	Personal Services	\$45,827		\$45,827		\$0	Assumes same costs to Town
		Equipment	\$6,450		\$6,450		\$0	
		Contractual Expenses	\$25,907		\$25,907		\$0	Assumes same costs to Town
		TOTAL	\$78,184					

VILLAGE GENERAL FUND				Dissolution Plan Allocation				
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Celebrations	A7550	Contractual Expenses	\$3,750		\$3,750		\$0	Assumes Town will keep as special Village events
		TOTAL	\$3,750					
Adult Recreation	A7620	Contractual Expenses	\$6,000		\$6,000		\$0	Assumes same costs to Town
		TOTAL	\$6,000					
Zoning Board of Appeals	A8010	Contractual Expenses	\$2,600				\$2,600	Assume costs eliminated - Town ZBA will absorb
		Budget Differential					\$0	A balancing number in the budget
		TOTAL	\$2,600					
Planning Board	A8020	Contractual Expenses	\$2,600				\$2,600	Assume costs eliminated - Town Planning Board will absorb
		Budget Differential					\$0	
		TOTAL	\$2,600					
Storm Sewers	A8140	Contractual Expenses	\$7,185			\$7,185	\$0	Assumes same costs to Town
		TOTAL	\$7,185					
Street Cleaning	A8170	Contractual Expenses	\$4,410			\$4,410	\$0	Assumes same costs to Town
		TOTAL	\$4,410					
Employee Benefits	A9010, A9015, A9030, A9035, A9040, A9050, A9060, A9085	TOTAL	\$5,060,803	\$1,565,650 to Fire, \$1,280,078 to Police	\$1,393,757		\$821,318	Per Plan breaking out benefits to special districts, remaining amount stays with Town
TOTAL			\$14,660,780	\$9,462,803	\$1,833,804	\$1,353,678	\$2,457,033	
Interfund Transfers		TOTAL	\$881,341		\$881,341		\$0	Per Debt Plan
GRAND TOTAL (Total + Transfers)			\$15,542,121	\$9,462,803	\$2,715,145	\$1,353,678	\$2,457,033	

VILLAGE WATER ("F" FUND)								
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Special Items	F1910, F1930, F1990	TOTAL	\$28,707					
Water Administration	F8310	Personal Services	\$96,153					
		Equipment	\$0					
		Contractual Expenses	\$39,100					
	TOTAL	\$135,253						
Source of Supply, Power & Pumping	F8320	Personal Services	\$73,429					
		Equipment	\$10,000					
		Contractual Expenses	\$608,400					
	TOTAL	\$691,829						
Transmission & Distribution	F8340, F8352	Personal Services	\$318,030					
		Equipment	\$149,411					
		Contractual Expenses	\$140,100					
	Refund of Water Rents							
TOTAL	\$607,541							
Employee Benefits	F9010, F9030, F9035, F9040, F9050, F9060	TOTAL	\$353,356					
TOTAL			\$1,816,686					
Interfund Transfers		TOTAL	\$67,668					
GRAND TOTAL (Total + Transfers)			\$1,884,354	\$1,884,354	\$0	\$0	\$0	See Water Plan
VILLAGE SEWER ("G" FUND)								
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Special Items	G1910,	TOTAL	\$14,800					
		Personal Services	\$460,161					

Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Sanitary Sewer Systems	G8120	Equipment	\$0					
		Contractual Expenses	\$429,045					
		TOTAL	\$889,206					
Sewage Treatment & Disposal	G8132	Contractual Expenses	\$0					
			TOTAL	\$0				
Employee Benefits	G9010, G9030, G9035, G9040, G9050, G9060	TOTAL	\$154,153					
TOTAL			\$1,058,159					
Interfund Transfers		TOTAL	\$175,000					
Transfers to Debt Service		TOTAL	\$1,475,938					
GRAND TOTAL (Total + Transfers)			\$2,709,097	\$2,636,668				See Sewer Plan
VILLAGE LIBRARY (L FUND)								
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Special Items	L1680,	TOTAL	\$30,000	\$30,000				
Library	L7410	Personal Services	\$276,649	\$276,649				
		Equipment	\$7,000	\$7,000				
		Contractual Expenses	\$147,896	\$147,896				
		TOTAL	\$431,545					
Employee Benefits	L9010, L9030,	TOTAL	\$173,163	\$173,163				
GRAND TOTAL			\$634,708		\$634,708			No Change - transferred to Town
VILLAGE REFUSE ("EM" FUND)								
Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Special Items	EM1910, EM1990	TOTAL	\$58,400					
Refuse Collection &	EM8160	Personal Services	\$494,685					
		Equipment	\$500					

Category	Account Codes	Type	2009-2010 Budgeted	Special District in Former Village	Transfer To Town	Transfer To TOVE	Cost Reduction Eliminated	Explanation
Disposal		Contractual Expenses	\$297,100					
		TOTAL	\$792,285					
Employee Benefits	EM9010, EM9030, EM9035,	TOTAL	\$311,488					
TOTAL			\$1,162,173					
Interfund Transfers		TOTAL	\$80,000					
Debt Service		TOTAL	\$53,471					
GRAND TOTAL (Total + Transfers, Debt Service)			\$1,295,644	\$0	\$1,150,416			See Refuse Plan

VILLAGE BUDGET REVENUES

VILLAGE GENERAL FUND							
	Account Codes	2009-2010 Budgeted	Kept in Village	Transfer to Town	Transfer TOVE	Eliminated	Explanation
Payment In Lieu of Taxes	A1081	\$203,000			\$203,000		
Interest and Penalties Real	A1090	\$91,000				\$91,000	Broome Co. Retains
Non Property Taxes Distributed by Broome County	A1120	\$3,200,000			\$3,200,000		
Utilities Gross Receipts Tax	A1130	\$215,000				\$215,000	Town cannot levy
Franchise Fees	A1170	\$165,000			\$165,000		
Treasurer's Fees	A1230	\$2,000		\$2,000			
Clerk's Fees (FOIL, maps)	A1255	\$500		\$500			
Police Dept. Fees--FAF, Grants	A1520	\$21,000	\$21,000				
Stop D.W.I. Revenue--Overtime	A1589	\$9,000				\$9,000	Sheriff would receive
Health Fees (Birth & Death)	A1601	\$60,000			\$60,000		
Public Works Services	A1710	\$3,500			\$3,500		
On-Street Parking Meters--	A1740	\$60,000			\$60,000		
Park & Recreational Charges	A2001	\$8,775			\$8,775		
Fire Protection--Other	A2262	\$256,400	\$256,400				
Interest Earnings	A2401	\$50,000			\$50,000		
Rental of Real Property (Bank & Business and Occupational	A2410	\$16,000			\$16,000		
Bingo Licenses	A2501	\$20,645			\$20,645		
Games of Chance Licenses	A2530	\$1,500			\$1,500		
Bingo Fees	A2535	\$50			\$50		
Games of Chance Fees	A2540	\$1,500			\$1,500		
Permits, Other	A2545	\$100			\$100		
	A2590	\$20,000			\$20,000		
Fines and Forfeited Bail	A2610	\$150,000		\$125,000		\$25,000	Assume slight loss of fees going to Town Court
Sale of Scrap	A2650	\$0		\$0			
Sale of Real Property	A2660	\$0		\$0			
Sale of Equipment	A2665	\$14,265			\$14,265		
Insurance Recoveries	A2680	\$13,000			\$13,000		
Refund Prior Years	A2701	\$79,000			\$79,000		
Donations	A2705	\$0		\$0			
Proceeds of Seized & Unclaimed	A2715	\$0		\$0			
Proceeds from BAN	A2725	\$0		\$0			
Unclassified	A2770	\$3,000		\$3,000			
Employee Health Insurance Co-Payment	A2775	\$110,000				\$110,000	Note - Town nets against Health Ins within Benefits Section

VILLAGE GENERAL FUND							
	Account Codes	2009-2010 Budgeted	Kept in Village	Transfer to Town	Transfer TOVE	Eliminated	Explanation
Transfer From Water	A2817	\$59,500				\$59,500	Town to run as independent unit within DPW
Transfer From Sewer	A2818	\$175,000				\$175,000	Town to run as independent unit within DPW
Transfer from Refuse	A2819	\$80,000				\$80,000	Town to run as a DPW operation
New York State Aid per Capita	A3001	\$199,500			\$199,500		
New York State Aid - Mortgage	A3005	\$100,000		\$100,000			
New York State - Administrative	A3089	\$18,000		\$18,000			
New York State - Administrative Aid (Dissolution Committee)	A3089	\$154,678				\$154,678	One time
Other Public Safety	A3389	\$12,500				\$12,500	Grant Related
New York State - Other Health	A3489	\$0		\$0			
Consolidated Highway Aid--	A3501	\$199,388			\$199,388		
State Aid Highway Capital	A3589	\$342,000				\$342,000	One time
NYS Aid- Code Enforcement	A3801	\$0		\$0			
NYS Aid- Youth Programs	A3820	\$7,382				\$7,382	Town Not Eligible
Culture and Recreation	A3889	\$120,223				\$120,223	State Aid - Based on Projection
Federal Aid, Other Public Safety	A4389	\$0		\$0			
Federal Aid, Emergency Disaster	A4960	\$0		\$0			
Interfund Transfers	A5031	\$352,777	\$352,777				General Fund Debt Paymnt
TOTAL		\$6,595,183					
Appropriated Fund Balance		\$86,400				\$86,400	One time
GRAND TOTAL (Revenues + Fund Balance)		\$6,681,583	\$630,177	\$248,500	\$4,315,223	\$1,487,683	

VILLAGE WATER ("F" FUND)							
	Account Codes	2009-2010 Budgeted	Kept in Village	Transf to Town	Transfer TOVE	Eliminated	Explanation
Metered Water Sales	F2140	\$1,479,000					
Water Service Charges	F2144	\$15,000					
Interest & Penalties on Water	F2148	\$15,000					
Water Services - Other	F2378	\$161,000					
Interest Earnings	F2401	\$5,000					
Permits, Other	F2590	\$0					
Sale of Scrap & Excess Materials	F2650	\$0					
Sale of Equipment	F2665	\$0					
Insurance Recoveries	F2680	\$0					
Unclassified	F2770	\$0					
State Aid, Emergency Disaster	F3960	\$0					
Federal Aid, Emergency Disaster	F4960	\$0					
USAF Air-Stripper	F4089	\$0					
TOTAL		\$1,675,000					
Appropriated Fund Balance		\$209,354					
GRAND TOTAL (Revenues + Fund Balance)		\$1,884,354	\$1,884,354				Per Water Plan
VILLAGE SEWER ("G" FUND)							
	Account Codes	2009-2010 Budgeted	Kept in Village	Transf to Town	Transfer TOVE	Eliminated	Explanation
Sewer Rents	G2120	\$1,925,000					
Sewer Penalties	G2128	\$25,000					
Sewer Services-Other	G2389	\$0					
Interest Earnings	G2401	\$2,000					
Permits, Other	G2590	\$0					
Sale of Scrap	G2650	\$0					
Refund Prior Years	G2701	\$0					
Unclassified	G2770	\$0					
Transfer from SPA #34	G2801	\$0					
Transfer for Debt Service	G2954	\$0					
Emergency Funds	G3089	\$0					
Emergency Funds	G4089	\$0					
Interfund Transfer	G5031	\$0					
Total Revenues		\$1,952,000					
Appropriated Fund Balance		\$1,257,097					
GRAND TOTAL (Revenues + Fund Balance)		\$3,209,097	\$3,209,097				Per Sewer Plan
VILLAGE LIBRARY (L FUND)							
	Account Codes	2009-2010 Budgeted	Kept in Village	Transf to Town	Transfer TOVE	Eliminated	Explanation
Library Services	L2080	\$0	\$0				

Library Charges	L2082	\$7,700	\$7,700				
Non-Resident Fee	L2083	\$75	\$75				
Broome County Aid	L2360	0	\$0				
Town of Union Aid - Taxing	L2360	\$615,433	\$615,433				
Town of Union Sp. Grant	L2365	\$0	\$0				
Interest Earnings	L2401	\$4,500	\$4,500				
Sale of Books	L2670	\$500	\$500				
Insurance Recoveries	L2680	\$0	\$0				
Library System (4-County) Grant	L2760	\$0	\$0				
Refund Prior Years	L2701	\$0	\$0				
Unclassified	L2770	\$0	\$0				
Donations	L2705	\$500	\$500				
Transfer from General Fund	L2810	\$0	\$0				
NYS (LLIA) Aid	L3840L	\$6,000	\$6,000				
Total Revenues		\$634,708					
Appropriated Fund Balance							
GRAND TOTAL (Revenues + Fund Balance)		\$634,708		\$634,708			No Change - shift to Town
VILLAGE REFUSE ("EM" FUND)							
	Account Codes	2009-2010 Budgeted	Kept in Village	Transf to Town	Transfer TOVE	Eliminated	Explanation
Collection Fees	EM2130	\$1,626,000					
Refuse Penalties	EM2138	\$25,000					
Interest Earnings	EM2140	\$0					
Sale of Scrap	EM2650	\$0					
Insurance Recoveries	EM2680	\$0					
Refund Prior Years	EM2701	\$0					
Unclassified	EM2770	\$0					
TOTAL		\$1,651,000					
Appropriated Fund Balance		\$0					
GRAND TOTAL (Revenues +		\$1,651,000		\$1,651,000			Per Refuse Fund Plan

Appendix B: Article 19 of Village Law

VILLAGE LAW ARTICLE 19: DISSOLUTION OF VILLAGES

Sections

19-1900	Proposition for dissolution.
19-1901	Study committee and dissolution report.
19-1902	Public hearing.
19-1903	Plan for dissolution.
19-1904	Contents of proposition.
19-1908	Claims and actions.
19-1910	Village legislation.
19-1912	Village obligations.
19-1914	Village functions and services.
19-1916	Village property.
19-1918	Unpaid taxes and assessments.
19-1920	Liability of officers.
19-1922	Separability clause.
19-1924	Saving clause.

§ 19-1900 Proposition for dissolution.

- 1) The board of trustees of any village may, and upon a petition of the electors of the village shall, adopt a plan for dissolution and a resolution submitting a proposition for the dissolution of the village in accordance with the permissive referendum article, except that in determining the date for submission of the proposition pursuant to section 9-912 of this chapter, the date of the public hearing under this article shall be used and not the date that the question is presented. A petition to dissolve a village shall be sufficient if signed and acknowledged or proved by qualified electors of such village, in number equal to at least one-third of the total number of resident electors residing in the village, qualified to vote at the last general village or special village election immediately preceding the submission of the proposition in question, and who signed the petition not earlier than one hundred twenty days prior to filing thereof.
- 2) If such proposition be defeated no other proposition for the same purpose shall be submitted within two years of the date of such referendum.
- 3) If such proposition is approved by a majority of the qualified electors voting thereon, a certificate of such election shall be filed with the secretary of state and with the clerks of each town and county in which any part of the village is situated and the village shall be

dissolved as of the thirty-first day of December in the year following the year of such election.

§ 19-1901 Study committee and dissolution report.

Prior to the approval of a proposition for dissolution, the village board of trustees shall appoint a study committee on the dissolution of the village. The study committee shall include at least two representatives of each town or towns in which the village is situated and such representatives shall reside in the portion of such town or towns outside such village. Such committee shall organize and form such subcommittees as it deems necessary or desirable to undertake its report. It shall make a report to the village board of trustees within the time period set by such board. A copy of such report shall also be sent to the supervisor of the town or towns in which the village is situated. The report shall address all topics included in a plan for dissolution, alternatives to dissolution and may propose a plan for dissolution for consideration by the village board of trustees. Prior to submission of the report to the village board of trustees, the study committee shall hold at least one public hearing upon at least twenty days' notice to be published in official newspapers of the village and town or towns.

§ 19-1902 Public hearing.

Prior to the submission of the proposition pursuant to subdivision one of section 19-1900, the board of trustees shall conduct a public hearing on the proposed dissolution of the village. Notice of the public hearing shall be mailed by certified or registered mail to the supervisor of the town or towns in which the village is situated and notice shall be published at least ten but not more than twenty days before such hearing in the official newspapers of the village and the town or towns.

§ 19-1903 Plan for dissolution.

The plan for dissolution shall address the following:

- 1) The disposition of property of the village.
- 2) The payment of outstanding obligations and the levy and collection of the necessary taxes and assessments therefore.
- 3) The transfer or elimination of public employees.
- 4) Any agreements entered into with the town or towns in which the village is situated in order to carry out the plan for dissolution.
- 5) Whether any local laws, ordinances, rules or regulations of the village in effect on the date of the dissolution of the village shall remain in effect for a period of time other than as provided by section 19-1910 of this article.
- 6) The continuation of village functions or services by the town.
- 7) A fiscal analysis of the effect of dissolution on the village and the area of the town or towns outside of the village.
- 8) Any other matters desirable or necessary to carry out the dissolution.

§ 19-1904 Contents of proposition.

- 1) In addition to the question of dissolution of the village, the proposition shall contain a plan for the disposition of its property, the payment of its outstanding obligations including the levy and collection of the necessary taxes and assessments therefore, and such other matters as may be necessary. All items comprising such plan shall be separately stated and numbered. All or any part of such plan may be made the subject of a contract between the village and the town prior to submission of such proposition.
- 2) Upon adoption by the board of trustees of such resolution, the proposition and plan shall be mailed by certified or registered mail to the supervisor of the town or towns in which the village is situated and published in full in the official newspaper of the village.

§ 19-1906 Village books and records.

Upon the dissolution of the village, all its records, books and papers shall be deposited with the town clerk of the town in which the principal portion of such village is situated, and they shall thereupon become a part of the records of such town.

§ 19-1908 Claims and actions.

No action for or against the village shall abate, nor shall any claim for or against it be affected by reason of its dissolution.

§ 19-1910 Village legislation.

- 1) Unless the plan shall provide otherwise, all local laws, ordinances, rules or regulations of the village in effect on the date of the dissolution of the village, including but not limited to zoning ordinances shall remain in effect for a period of two years following dissolution, as if same had been duly adopted by the town board and shall be enforced by the town within the limits of the dissolved village, except that the town board shall have the power at any time to amend or repeal such local laws, ordinances, rules or regulations in the manner as other local laws, ordinances, rules or regulations of the town.
- 2) If the village has a zoning board of appeals, or a planning board, or both, and the town does not, then upon dissolution the town board shall act in place of such board or boards until the town board shall have appointed such board or boards for the town in accordance with the provisions of the town law. Such appointments may be made prior to dissolution, to become effective upon the effective date of dissolution.

§ 19-1912 Village obligations.

Unless the plan shall provide otherwise, the outstanding debts and obligations of the village shall be assumed by the town and be a charge upon the taxable property within the limits of the dissolved village, and collected in the same manner as town taxes. The town board shall have all powers with respect to such debts and obligations as the board of trustees would have had if the village had not been dissolved, including the power to issue town bonds to redeem bond anticipation notes issued by the village.

§ 19-1914 Village functions and services.

- 1) Unless such action shall be contrary to the plan or inconsistent with law, the town shall assume the duties and functions of the dissolved village and continue to provide the services theretofore provided by the village. The cost of such services shall be a charge upon the taxable property within the dissolved village unless the town board, acting pursuant to law, shall elect to provide such services by establishing or extending a special or an improvement district, or as a town function.
- 2) Whenever a village shall adopt a proposition to dissolve as hereinabove provided, the town board of any town in which such village or a portion thereof is situated may, prior to the effective date of such dissolution and upon a public hearing, adopt an order establishing or extending one or more special fire or improvement districts, or town improvements authorized by the town law, to carry on and operate such of the existing village improvements or services as may be required, and prorating village indebtedness or portion thereof against each such district or improvement as deemed appropriate by said town board. Notice of such hearing shall specify the amount of indebtedness to be charged to the district or benefited area, if any, and the basis of the future assessment of costs of the improvement or service. The establishment of such districts or improvements shall become effective on the effective date of such dissolution except that assessments therefore may be made and levied prior to such effective date. Certified copies of any such order shall be filed in the office of the county clerk and in the office of the state department of audit and control at Albany, New York within ten days after adoption. Each such district or improvement shall, in all respects, be governed, operated and administered in the same manner as similar districts or improvements created pursuant to the provisions of the town law.

§ 19-1916 Village property.

Unless otherwise provided by the plan, the property of the village shall upon dissolution vest in the town.

§ 19-1918 Unpaid taxes and assessments.

- 1) Whenever the plan requires the levy of a tax to pay village indebtedness and such tax is to be levied or collected at a time subsequent to the effective date of such dissolution, such

tax shall be levied and collected as town taxes are levied and collected and applied to such indebtedness, and shall be levied in the same manner as other town taxes upon the taxable real property in that portion of the village situated within the town and shall be collected in the same manner as other town taxes.

- 2) Any village assessment or installment thereof which shall become due after the effective date of dissolution shall likewise be treated for all purposes as a town assessment. All provisions of the real property tax law with reference to the return of unpaid town taxes and assessments to the county treasurer shall apply to such taxes, and the county treasurer shall thereafter proceed to collect such taxes and assessments in the manner provided for the collection of town taxes and assessments.
- 3) If at the effective date of such dissolution there remains any uncollected village taxes theretofore levied, including delinquent assessments which are deemed unpaid taxes for purposes of collection, such taxes shall be reported to the legislative body of the county or counties by the supervisors of the town or towns in which said village was situated, and such taxes shall be re-levied upon the property originally liable therefore in a separate column on the tax roll with five per centum of the amount thereof in addition thereto in the same manner as returned school taxes are required to be relieved, and shall be collected by the town tax collector.

§ 19-1920 Liability of officers.

In the absence of fraud, gross negligence or willful misfeasance, no officer or employee of the village or the town shall be held personally liable upon any claim arising from the dissolution of the village or any circumstances connected with such dissolution.

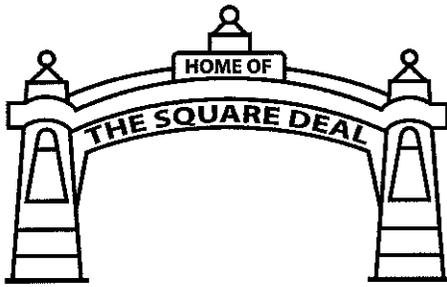
§ 19-1922 Separability clause.

If any part of this title shall be adjudged invalid by any court of competent jurisdiction, such judgment shall not invalidate the remainder thereof, but shall be confined in its operation to the part directly involved in the controversy wherein such judgment shall have been rendered.

§ 19-1924 Saving clause.

- 1) Nothing contained in this article shall be construed to affect any village which is in the process of dissolution upon the effective date hereof. For the purposes of this section the process of dissolution shall be deemed to begin upon approval by the voters of a plan for dissolution.
- 2) Notwithstanding the provision of subdivision one of this section, the provision of sections 19-1910, 19-1912, 19-1914, 19-1916 and 19-1920 shall apply to all villages which undertake to dissolve at any time.

Appendix C: Resolution Authorizing Study



OFFICE OF THE CLERK/TREASURER
VILLAGE OF JOHNSON CITY

MUNICIPAL BUILDING
 243 MAIN STREET • JOHNSON CITY 13790

PHONE (607) 798-7861
 FAX (607) 798-7865
 EMAIL: JCCLERK@STNY.RR.COM
 WEBSITE: WWW.JOHNSONCITYNY.ORG

Resolution #199

Motion made by Trustee King – seconded by Trustee Balles to approve:

WHEREAS, on January 30, 2007, the Board of Trustees of the Village of Johnson City received a petition requesting the Board to adopt a resolution submitting a proposition for the dissolution of the Village to the voters of the Village of Johnson City; and

WHEREAS, the Village reviewed the petition and by resolution dated March 6, 2007, determined that the petition did not meet the requirements of the law and, therefore, rejected the petition; and

WHEREAS, the rejection of the petition was challenged in New York State Supreme Court and by decision of the Honorable Jeffrey Tait issued on September 20, 2007, the Court determined that the petition is valid; and

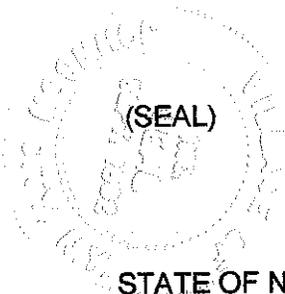
WHEREAS, pursuant to Section 19-1900 of the New York State Village Law and said Court decision, the Board must adopt a plan for dissolution and a resolution submitting a proposition to the voters for the dissolution of the Village.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

1. The Board of Trustees of the Village of Johnson City hereby resolves to submit a proposition to the voters of the Village of Johnson City for the dissolution of the Village, in accordance with Section 19-1900 of the New York State Village Law.
2. The Board resolves to appoint a study committee to commence the process, pursuant to Section 19-1901 of the New York State Village Law.

Board members polled.
 Motion carried.

Ayes 4 Nays 0 Absent 1 (Adams)



(SEAL)

STATE OF NEW YORK)

COUNTY OF BROOME)

I, Jennifer Kakusian, Clerk of the Village of Johnson City, Broome County, New York, DO HEREBY CERTIFY, that I have compared the above Motion duly adopted at a Regular Meeting of the Board held on October 2, 2007 with the original said Resolution on file in my office as Clerk/Treasurer of said Village and that the same is true and exact copy thereof and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Johnson City, New York, as Clerk/Treasurer this 15th day of July, 2009.





OFFICE OF THE CLERK/TREASURER
VILLAGE OF JOHNSON CITY

MUNICIPAL BUILDING
243 MAIN STREET • JOHNSON CITY 13790

PHONE (607) 798-7861
FAX (607) 798-7865
EMAIL: JCCLERK@STNY.RR.COM
WEBSITE: WWW.JOHNSONCITYNY.ORG

Resolution #219

Motion made by Trustee King – seconded by Trustee Jones to approve:

To accept and appoint the following individuals to the "Village of Johnson City Dissolution Committee" as presented by Mayor-Lewis: Steve Andrews, Dick Paden, Bill Klish, Jerry Putman, Bob Carr, Fred Shaheen, Ann, Davis, Shirley Krno, Tim Sinclair, Joe Zurine, Tom Augostini, Sal Peretore, Jack Ewald, John Hussar, Kay Boland, and Peggy Phillips.

Board members polled.
Motion carried.

Ayes 5 Nays 0



STATE OF NEW YORK)

COUNTY OF BROOME)

I, Jennifer Kakusian, Clerk of the Village of Johnson City, Broome County, New York, DO HEREBY CERTIFY, that I have compared the above Motion duly adopted at a Regular Meeting of the Board held on November 21, 2007 with the original said Resolution on file in my office as Clerk/Treasurer of said Village and that the same is true and exact copy thereof and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Johnson City, New York, as Clerk/Treasurer this 15th day of July, 2009.



Appendix D: Dissolution Study Committee

List of Members of the Village of Johnson City Dissolution Study Committee

Bill Klish, Chair

Steve Andrew

Kay Boland

Bob Carr

Ann Davis

Jack Ewald

John Hussar

Dick Paden

Sal Peretore

Peggy Phillips

Jerry Putman

Fred Shaheen

Tom Sinclair

Joe Zurine