

## **MEMORANDUM OF UNDERSTANDING** **(ACKNOWLEDGEMENT OF VILLAGE CONTRACTS)**

**THIS AGREEMENT**, effective as of \_\_\_\_\_ between the **VILLAGE OF JOHNSON CITY**, a municipal corporation duly organized and existing under the laws of the State of New York situate in Broome County, with a mailing address of 243 Main Street, Johnson City, New York, 13790 (“Village”), and the **TOWN OF UNION**, a municipal corporation duly organized and existing under the laws of the State of New York situate in Broome County with a mailing address of 3111 East Main Street, Endwell, New York 13760 (“Town”), collectively referred to as “Municipalities”,

**WHEREAS**, the Village’s Dissolution Study Committee (“the Committee”) has prepared a plan for dissolution pursuant to Village Law §19-1903 (“the Plan”) in anticipation of a public vote at the general election in November of 2009; and

**WHEREAS**, the residents of the Village will vote at the general election in November of 2009 whether to dissolve the Village pursuant to Article 19 of the Village Law; and

**WHEREAS**, Village Law §19-1904(1) provides, in part, that “(a)ll 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”; and

**WHEREAS**, Village Law § 19-1912 indicates that all Village obligations shall be assumed by the Town; and

**WHEREAS**, the Municipalities are desirous of entering into this Memorandum of Understanding in an effort to confirm that portion of the Plan relating to Agreements between the Village and Third Parties, in the event the Village dissolves; and

**WHEREAS**, said known identified Agreements between the Village and Third Parties have been memorialized in a document, attached hereto as “Exhibit A”; and

**WHEREAS**, the Municipalities understand that should dissolution of the Village occur, that the plan outlined in this Memorandum of Understanding would take effect on January 1, 2011; and

**WHEREAS**, the Municipalities support this Memorandum of Understanding and intend to provide their best efforts in carrying out the plan outlined in this Memorandum of Understanding and in the Committee’s Plan, in the event the Village dissolves; and

**WHEREAS**, the Village, and the Town, have each duly authorized this Memorandum of Understanding upon the terms and provisions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties as follows, in the event of dissolution of the Village of Johnson City:

1. **Existence of Agreements between the Village and Third Parties**: The Town of Union acknowledges the existence of the Agreements between the Village and Third Parties as memorialized in the attached “Exhibit A”.
2. **Binding effect of said Agreements upon the Town**: The Town of Union acknowledges that in the event of dissolution of the Village, said Agreements between the Village and Third Parties would be binding upon the Town of Union, pursuant to Village Law § 19-1912.
3. **Third party beneficiaries**: No third party beneficiary rights are created by this Agreement.

4. **Term of Agreement:** The terms of this Agreement shall expire on the first of either such events (a) the happening of dissolution of the Village of Johnson City, midnight on December 31, 2010, or (b) when superseded by a new Intermunicipal Agreement regarding similar terms.

5. **Board Approval.**

a) Mayor Dennis Hannon has executed this Memorandum of Understanding pursuant to a resolution adopted by the Board of Trustees of the Village of Johnson City, at a meeting thereof held on \_\_\_\_\_, 2009. Dennis Hannon, as Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in triplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Johnson City.

b) Supervisor John M. Bernardo has executed this Memorandum of Understanding pursuant to a resolution adopted by the Town Board of the Town of Union, at a meeting thereof held on \_\_\_\_\_, 2009. John M. Bernardo, as Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in triplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Endwell.

**IN WITNESS WHEREOF**, the Village of Johnson City has caused its corporate seal to be affixed hereto and these presents to be signed by Dennis Hannon, its Mayor, duly authorized to do so, and to be attested to by Jennifer Kakusian, Village Clerk; and the Town of Union has caused its corporate seal to be affixed hereto and these presents to be signed by John M. Bernardo, Supervisor, duly authorized to do so, and to be attested to by Gail L. Springer, Town Clerk

Attest:

**Village of Johnson City**

\_\_\_\_\_

Jennifer Kakusian, Village Clerk

By: \_\_\_\_\_

Dennis Hannon, Mayor

Attest:

**Town of Union**

\_\_\_\_\_

Gail L. Springer, Town Clerk

By: \_\_\_\_\_

John M. Bernardo, Supervisor

STATE OF NEW YORK :  
COUNTY OF BROOME : ss.:

On this \_\_\_\_\_ 2009, before me, the subscriber, personally appeared Mayor Dennis Hannon who, being by me duly sworn, deposes and says: That he is the Mayor of the Village of Johnson City, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Johnson City and that the seal affixed to said Instrument is the seal of the village; that it was so affixed by the order of the Village Board of Trustees of the village, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Jennifer Kakusian, Clerk of the Village of Johnson City, who, being by me duly sworn, deposes and says: That she is the Clerk of the village; that she knows the seal of said village and that the seal affixed to said Instrument is the seal of the village; that it was affixed by order of the Village Board of Trustees; that said Dennis Hannon is the Mayor of said village and that the signature on said Instrument is the signature of said Dennis Hannon, as Mayor.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF NEW YORK :  
COUNTY OF BROOME : ss.:

On this \_\_\_\_\_ 2009, before me, the subscriber, personally appeared Supervisor John M. Bernardo who, being by me duly sworn, deposes and says: That he is the Supervisor of the Town of Union, the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Town of Union and that the seal affixed to said Instrument is the seal of the Town; that it was so affixed by the order of the Town Council of the town, and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Gail L. Springer, Clerk of the Town of Union, who, being by me duly sworn, deposes and says: That she is the Clerk of the town; that she knows the seal of said town and that the seal affixed to said Instrument is the seal of the town; that it was affixed by order of the Town Council; that said John M. Bernardo is the Supervisor of said Town and that the signature on said Instrument is the signature of said John M. Bernardo, as Supervisor.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

# Exhibit A

## Agreements with the Village as a Party

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. Release & Agreement – Czebiniak
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. Gazebo file→ Delta Engineers & Architects to Develop Construction documents to rehabilitate the C-Fred Johnson Carousel Building
14. Grant Application file→ Cooperation Agreement
15. Harry L. Drive File → Supplemental Agreement and Architectural/ Engineering Consultant Agreement
16. Health Insurance File—Administrative Service Agreement
17. Joint Sewer Board File → (1) 2007 Joint Sewage Project, Agreement V (2) Agreement I (3) Agreement II (4) Agreement III
18. 2009 JSTP file → Delta Engineers Proposal #8-118
19. JC Sewage Board Treatment Plant file- a) 2008 Agreement between Binghamton & JC Joint Sewage Board and contractor b) Agreement III c) July 14, 1965 Agreement d) Change Order #2 e) Agreement II f) Amendment to No II (No. IV-?) g) Agreement V h) Standard Agreement for Treatment of Sewage from Outside Users
20. Agreement for Emergency Services- CITGO Petroleum Corporation and Buckeye Terminals
21. Johnson City Youth Baseball Agreement
22. Intermunicipal Agreement (March 1, 2008) Village of Endicott regarding water
23. Vacri Construction Corporation (April 2008)
24. Intermunicipal Agreement (April 2008) Re: Maintenance, Update and Repair of

the Town of Dickinson Traffic Signal Pre-Emption System
25. Gorick Construction Co. Inc. Agreement
26. License Agreement between Village and Francis & Sandra Vizvary
27. Indemnification Agreement- Use of Confined Space Simulator at Firehouse #2
28. Retainer with C&G- 2009
29. Amendment of License Agreement with Norfolk Southern Railway Co. (2008)
30. PILOT- Harry L. Drive (Harry L. Apartments Company I, LP)
31. PILOT- Modification and Assumption Agreement – 520 Columbia Drive- INR Associates LLC
32. All-Mode Communications, Inc. (Service & Support Plan)
33. Lease-Purchase Agreement No NY061993, dated as of February 2, 2008 by and between Village of Johnson City and Tatonka Capital Corporation
34. Intermunicipal Agreement re: Providing Cooperative Highway Services
35. Intergovernmental Agreement between the County of Broome, The Village of JC, and the Town of Union for Water Services to the Nanticoke Landfill
36. DOT- Preemption Agreement
37. Section 457 Trust Agreement with the JP Morgan Chase Bank (Trustee)
38. Agreement between Village and the Methodist Home for the Aging of the Wyoming Conference and the James G. Johnson Memorial Nursing Home Corp.
39. Union Volunteer Emergency Squad Inc. – Training Site Agreement
40. Banner Program Contract with 3iGraphics
41. MOU with Binghamton University Police Department and JC Police Department
42. 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
43. 911 Dispatch Agreement – January 18, 2005
44. Agreement for electrical licensing testing services between City of Binghamton, Village of Endicott, Village of JC and Broome Tioga BOCES
45. Emergency Relief Project Agreement (DOT Contract for Flood 2005)
46. Lighting Districts with Town of Union
47. Cable Franchise Renewal Agreement
48. Reciprocal plumbing License Agreement
49. Fire protection agreement Westover Fire Protection District No. 6
50. Union Volunteer Emergency Squad, Inc., Johnson City Fire Dept, Emergency Medical Services- First Response Agreement
51. Water Connection with City of Binghamton- Intermunicipal Agreement with City of Binghamton (February 2000)
52. Verizon Usage Agreement
53. Agreement with UHS (November 24, 1998)- Fiber Optic Cable
54. Lane/ERM- Monitoring Wells Agreement
55. Intermunicipal Agreement regarding Broome Chamber of Commerce Highway Signage Program
56. Police Department Computer System Agreement with Pyramid
57. Village of JC & Police Benevolent Association- Canine Agreement
58. Oil Companies Agreement- CITGO Petroleum Corp., EXXON Mobile Oil Corp.,



and Buckeye Terminals
59. Oakdale Pump station Agreement
60. Electrical Inspection Services Agreement

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