

MEMORANDUM OF UNDERSTANDING (PUBLIC WORKS SERVICES)

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 “the 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, the Municipalities are desirous of entering into this Memorandum of Understanding in an effort to generally confirm that portion of the Plan relating to Public Works Services in the event the Village dissolves; and

WHEREAS, the Municipalities are desirous of entering into this Memorandum of Understanding to demonstrate to the Village residents and property owners their general support of the portion of the Plan relating to the delivery of Public Works Services, in the event the Village dissolves; 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 understand that should the residents of the Village vote in favor of dissolution in 2009, there will be a transition year (2010) in which preparations will be made to dissolve the Village; and

WHEREAS, the Municipalities acknowledge that the Village currently has a Village Department of Public Works; and

WHEREAS, the Municipalities acknowledge that the Village currently provides the following public works services, under the supervision of a Director of Public Services: (1) Water operations in the Water fund, (2) Sewer operations in the Sewer Fund; (3) Refuse operations in the Refuse Fund; and (4) Public Works in the General Fund (street administration, street maintenance, snow removal, sidewalks and curbs, parks, central garage, storm sewer, street cleaning, and off street parking); and

WHEREAS, the Municipalities acknowledge that in the event the Village dissolves, that there would no longer be a Village Department of Public Works; and

WHEREAS, the Municipalities acknowledge that in the event the Village dissolves, the delivery of Public Works Services would be in the prerogative of the Town; and

WHEREAS, the Committee has specifically addressed the future Public Works Services of the Village in the event of dissolution in a section of its Plan entitled "*Public Works Services- Provision of Services upon Dissolution*"; and

WHEREAS, the Town unilaterally caused to be delivered to the Village on June 17, 2009 a non binding "*Memorandum of Intent by the Town of Union- Village of Johnson City Dissolution*" and a "*Statement of Intent to the Johnson City Dissolution Committee- Employee Hiring*"; and

WHEREAS, this Memorandum of Understanding is intended to incorporate the intentions expressed by the Town in said "*Memorandum of Intent by the Town of Union- Village of Johnson City Dissolution*" and the "*Statement of Intent to the Johnson City Dissolution Committee- Employee Hiring*"; 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 for the delivery of Public Works Services services, in the event the Village dissolves; and

WHEREAS, the Municipalities 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 Municipalities as follows, in the event of dissolution of the Village of Johnson City:

1. **Water:**

- a) The Municipalities acknowledge that the Village's Water Department is a stand alone utility operation, self supported by water fees charged to water customers.
- b) The Town agrees that water services will remain the same for current customers of the Village Water Department both within the current Village boundaries and for those in the Town as well as those in the Town of Dickinson.
- c) The Town expects to create a water department, consisting of a minimum of eleven (11) employees.
- d) The Town agrees to provide the current Village employees within the Department of Public Works an opportunity to apply for employment within the Town's water department in accordance with the Plan.
- e) In the event of dissolution, the Town anticipates that water rates charged to current Village property owners/residents in 2011, will not be significantly different than those in effect at the time of dissolution.

2. **Refuse:**

- a) The Town will collect refuse from former Village properties in the event of dissolution, following the published guidelines now in force for the non-incorporated portion of the Town.
- b) The Town expects to employ a minimum of ten (10) additional employees for their Refuse Fund Operations.

- c) The Town agrees to provide the current Village employees within the Department of Public Works an opportunity to apply for employment with the Refuse Department within the Town in accordance with the Plan.
- d) The Village acknowledges that the Town's current practice of including refuse costs/fees as a part of the General Fund real estate tax in lieu of separate fees would be continued.

3. **Sewer:**

- a) The Town will provide sewer services in the event of dissolution of the Village, as currently provided to the customers in both the Village and the Town.
- b) In the event of dissolution, the Town will endeavor to create a sewer district corresponding to the current Village operations and continue charging district fees as needed to cover costs.
- c) In said sewer district, the outstanding obligations will continue to be charged to the customers of that sewer district, generally in conformance with the current Village practice.
- d) In the event of dissolution, the Town will take possession of the Village's rights or share of the Joint Binghamton/Johnson City Sewage Treatment Plant; and the Town will assume the Village's obligations of the Joint Binghamton/ Johnson City Sewage Treatment Plant.
- e) In the event of dissolution, the Town will become owner of all Village equipment.
- f) The Town expects to employ a minimum of two (2) additional employees for their sewer department.
- g) The Town agrees to provide the current Village employees within the Department of Public Works an opportunity to apply for employment in the Sewer Department within the Town in accordance with the Plan.
- h) In the event of dissolution, the Town anticipates that sewer rates charged to current Village property owners/residents will not be significantly different than those in effect at the time of dissolution.

4. **General Public Works Operations:**

- a) Street services will be implemented to ultimately be equivalent to those now provided to the unincorporated portion of the Town.
- b) The Town expects to employ a minimum of nine (9) additional employees for their Street Services Department.
- c) The Town agrees to provide the current Village employees within the Department of Public Works an opportunity to apply for employment in the Street Services Department within the Town, in accordance with the Plan.
- d) The Town will administer/maintain the existing Village parks, including the Carousel, to ultimately be the same standard as currently applied to the parks in the unincorporated portion of the Town, in the event of dissolution of the Village.
- e) The Town expects to employ a minimum of two (2) additional employees for their Parks Department.
- f) The Town agrees to provide the current Village employees within the Department of Public Works opportunity to apply for employment with the Town for their Parks Department in accordance with the Plan.
- g) The Town expects to employ a minimum of two (2) additional employees as Mechanics.
- h) The Town agrees to provide the current Village employees an opportunity to apply for employment as a Mechanic with the Town in accordance with the Town's Statement of Intent for Hiring.

5. **Equipment and debt:**

- a) In the event of dissolution of the Village, ownership for all improvements within the public right of way and all public facilities will become property of the Town.
- b) Current Village Department of Public Work's equipment will become Town equipment.
- c) The Town will also absorb any existing debt on Village Department of Public Works vehicles and equipment after the application of funds from the sale of any surplus equipment.

6. **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.
7. **Third Party Beneficiaries:** No third party beneficiary rights are created by this Agreement, and no such rights are allowed or created in favor of any employees, labor organizations or similarly situated persons.
8. **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

By:_____

Jennifer Kakusian, Village Clerk

Dennis Hannon, Mayor

Attest:

Town of Union

By:_____

Gail L. Springer, Town Clerk

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 _____