

PROPOSITION NO. 1: PROPOSITION FOR THE DISSOLUTION OF THE VILLAGE OF JOHNSON CITY, INCLUDING DISPOSITION OF VILLAGE PROPERTY; PAYMENT OF OUTSTANDING VILLAGE OBLIGATIONS; ESTABLISHMENT OF A SPECIAL POLICE DISTRICT; ESTABLISHMENT OF A FIRE PROTECTION DISTRICT.

Shall the Village of Johnson City, Broome County, New York be dissolved pursuant to Article 19 of the Village Law of the State of New York as described in the Dissolution Report and Plan dated 7/20/09 and an addendum thereto dated 8/31/09 (collectively referred to as the "Dissolution Report"):

1. **Effective Date:** The Village of Johnson City ("Village") will dissolve at midnight on December 31, 2010.
2. **Employees:** All Village employees will be terminated and all positions will be abolished as detailed in the Dissolution Report.
3. **Retired Employees:** There will be no change to the retirement benefits or health insurance of any current Village retirees or their beneficiaries, in effect at the time of dissolution, as detailed in the Dissolution Report.
4. **General Government Services:** In accordance with Village Law §19-1914, the legislative and administrative functions of Village government will be provided by the Town of Union ("Town") as detailed in the Dissolution Report. Except as detailed in the Dissolution Report where the costs of certain services are allocated Town-wide or to the Town outside the Village of Endicott (TOVE), the cost of such services will be met by taxes levied upon the taxable real property within the boundaries of the Village. The offices of Mayor, Board of Trustees, Clerk/Treasurer, Deputy Clerk/Treasurer, and Village Justice and Acting Village Justice will be eliminated. The Town will provide planning, zoning code enforcement, recreation and judicial services.
5. **Fire Services:** The Town will create a fire protection district and contract with the Village of Endicott to provide fire services within the areas currently served by the Village Fire Department, as detailed in the Dissolution Report. All costs associated with fire services would be assessed as a property tax levy on the properties within the fire protection district.
6. **Police Services:** The Town will create a special police district and contract with Broome County to provide police services within the areas currently served by the Village Police Department, as detailed in the Dissolution Report, but with the addition of four patrol officers, for a total of no less than 22 patrol officers. The Sheriff will operate from a substation in the Village justice building. All costs associated with police services would be assessed as a property tax levy on the properties within the special police district.
7. **Public Works Services:** The Town will assume operations of all public work functions, including but not limited to, water, sewer, refuse, street administration, street maintenance, traffic control, snow removal, sidewalks, curbs, central garage, storm sewer, street cleaning and on and off-street parking as detailed in the Dissolution Report. The Town will create a water district and a sewer district to provide water and sewer services. The costs of general public works services will be allocated and taxable Town-wide or to the Town outside the Village of Endicott (TOVE), except for the cost of water and sewer services, which will be met by user fees levied on real property within the water and sewer districts.
8. **Land, Buildings and Related Assets:** In accordance with Village Law §19-1916, all Village land, buildings and related assets will vest in the Town of Union, as detailed in the Dissolution Report.
9. **Debt:** In accordance with Village Law §19-1912, the Town will assume any and all outstanding debts and obligations of the Village. Except as detailed in the Dissolution Report, where certain debt is allocated Town-wide or to the Town outside the Village of Endicott (TOVE), the debt will be met by taxes levied upon the taxable real property within the boundaries of the Village.
10. **Village Codes and Laws:** In accordance with Village Law §19-1910, all Local Laws, Ordinances, Rules and Regulations of the Village in effect on the date of the dissolution shall be enforced and administered by the Town for

a period of two (2) years from the date of dissolution, unless the Town amends the Local Laws, Ordinances, Rules and Regulations, as detailed in the Dissolution Report.

11. **Agreements Between the Village and Third Parties:** In accordance with Village Law Section 19-1912, all existing agreements with the Village shall become obligations of the Town as detailed in the Dissolution Report.
12. **Village Books and Records:** In accordance with Village Law §19-1906, upon dissolution of the Village, all of its records, books and papers shall be deposited with the Clerk of the Town and shall thereupon become part of the Town records.

Dated: September 15, 2009
Village of Johnson City, New York
Jennifer Kakusian, Village Clerk/ Treasurer