

Dissolution Plan of the Village of Medina

By the Medina Dissolution Study Committee

April 10, 2014

This document sets forth, in detail, the Dissolution Plan of the Village of Medina as developed by the Medina Dissolution Study Committee. Following submission of the Plan to the Village Board, it will be up to the Board to decide whether to adopt the Dissolution Plan to present to Village voters. If the Board decides to do so, the question of dissolution would be put before voters on **DATE TBD**. If a proposition is put forward and is approved by a majority of Village voters, the Village of Medina would dissolve effective January 1, 2017.

The Study Committee believes this Dissolution Plan is consistent with the goals of the Village Dissolution Study Committee and incorporates Committee recommendations endorsed by the Village Board

OVERVIEW

1. The local government entity to be dissolved shall be the Village of Medina, New York.
2. The territorial boundaries of the Village of Medina are discussed in the Introduction of the Study Committee's Final Report, entitled "Village of Medina Dissolution Study." The Village of Medina is split between the Town of Ridgeway and the Town of Shelby, both of which are in Orleans County, New York.
3. The type of entity is a village as defined in New York State Village Law.

FISCAL ESTIMATE OF THE COST OF DISSOLUTION

4. The fiscal estimate of the cost of the dissolution is estimated to be approximately \$120,000. This includes the following cost components:

- Consultant fees to assist the Village in preparing the Plan and related documents and processes: \$10,000 (funded primarily with a New York State Local Government Efficiency grant)
- Legal fees to assist the Village in researching legal issues. Estimate for all legal services: \$100,000
- Miscellaneous advertisement fees, public referendum fees, etc.: \$10,000

A complete fiscal and tax impact analysis of dissolution is presented in the Study Committee's Final Report.

36 **TRANSFER OR ELIMINATION OF VILLAGE EMPLOYEES**

37 5. The plan for the transfer or elimination of the current employees of the Village is shown
38 below. All current Village employee positions will be eliminated. The Towns will assume
39 responsibility for the work provided by current Village employees as follows:

40 • The Mayor's position will be eliminated. The Supervisors of Ridgeway and Shelby will
41 absorb the responsibilities of executive leadership for the Village geography within their
42 respective towns. (*Estimated savings: \$14,150*)

43 • The Village Board of Trustees will dissolve. All associated personnel expenses will be
44 saved since the two Towns will assume legislative responsibility for the former Village
45 with no additional pay for its Town Board members. The size of the Town Boards will
46 not change. (*Estimated savings: \$11,800*)

47 • The current duties of the Village Clerk-Treasurer Office will be split between Ridgeway
48 and Shelby. Ridgeway will need to add 832 hours at a minimum (for work related to the
49 registration of vital statistics) to the Clerk's Office and Shelby will need to add 416 hours
50 at a minimum to their Clerk's Office for a total of 0.6 FTE. It is expected that all clerks
51 will be transferred to equivalent positions in the Town either to fill these expected needs,
52 or to work with the LDC (see next point). There are no expected job losses or savings.

53 • The Village employees currently responsible for Water and Sewer, including portions of
54 three positions in the Village Clerk's Office will be transferred to the newly formed local
55 development corporation (LDC) created to maintain water and sewer service. This
56 includes 1 FTE for an administrator/supervisor, 2.9 FTE for maintenance and meter
57 reading, and 2.0 FTE for customer billing. Salaries for these employees will be paid by
58 the LDC through user fees. There are no anticipated savings from this change.

59 • The fulltime Village DPW superintendent's general fund position will be eliminated, and
60 supervision in the Town departments will be increased via promotion of current staff.
61 Forty percent of the Village DPW superintendent's current salary and benefit costs will
62 be removed. (*Estimated savings: \$34,600*)

63 • The positions in the Village DPW for street maintenance, snow and ice removal, storm
64 sewer maintenance, street light maintenance, and park maintenance will be eliminated
65 and all 4.8 FTEs will be eligible to transfer to the towns pursuant to Civil Service Law
66 (CSL) section 70(2). The Town of Ridgeway will add 3 MEOs costing \$220,000 and
67 Shelby will add 2 MEOs costing \$140,000 and both will draw from the civil service list
68 created pursuant to CSL 70(2). (*Estimated savings: \$30,000*)

69 • The Village Zoning Enforcement Officer and part-time clerk positions in the Building
70 and Zoning Office will be eliminated. To maintain service to village residents, one of the
71 Towns will add a full time ZEO position to their staff (in addition to their part time staff)
72 and share the service with the other town through an Inter-municipal agreement. The
73 town will then contract to the other town for the remainder of the 72 current combined
74 ZEO hours. (*An additional ZEO would cost \$57,000; Estimated savings: \$13,000*)

- 75 • Current employees of the Medina Police Department (MPD) will be given preferential
76 hiring treatment to continue as employees of the Town of Ridgeway as it takes over the
77 department. In accordance with civil service provisions and the Taylor Law, a contract
78 very similar to the one currently in place will likely be established for the new town wide
79 department. Additionally, the department will add the equivalent of 1 FTE in part-time
80 officers to accommodate a larger service area, meaning an increase in cost. *(Estimated*
81 *additional cost: \$50,000 to be shared among all taxpayers in Ridgeway and Shelby)*
- 82 • The Village Planning and Zoning Board, Cable TV Advisory Board, Community/Police
83 Task Force, Parks Committee, and Tourism Committee will be eliminated. *(Estimated*
84 *savings: \$1,670)*
- 85 • Officials of the Boxwood Cemetery Committee will serve out their 3-year terms and will
86 be replaced by officials drawn from the total population of the Town of Ridgeway.

87 **DISPOSITION OF PROPERTY OF THE VILLAGE & FUND BALANCES**

88 6. Unless otherwise sold or transferred to a special district or Local Development Corporation
89 (LDC), all real property improved or not improved will become the property of either the Town
90 of Shelby or Town of Ridgeway. Water and sewer facilities will be assigned to the new Water
91 and Sewer Services LDC. The Towns will take title to the Village real property with the
92 understanding that the Towns will honor all existing agreements or other arrangements between
93 the Village and other users of Village property. Real property transferred to the Towns will be
94 done without consideration¹ and the Towns will, at their option, prepare any and all deeds for the
95 Village to execute prior to the date of dissolution.

- 96 • Village-owned real estate and real property are shown in the table below. The fair value
97 is the current assessed value as recorded in tax documents.

Medina-Village Owned Property				
Street	Property Description	Total AV	Town Location	Parcel ID
N Gravel Road	Storage	\$ 87,501	Ridgeway	68.20-1-15
N Gravel Road	Storage	\$ 44,129	Ridgeway	68.20-1-15
N Gravel Road	Storage	\$ 36,558	Ridgeway	68.20-1-15
N Gravel Road	Chapel and Vault	\$ 152,289	Ridgeway	68.20-1-15
Gulf Street	Sewer Treatment Plant	\$ 2,667,442	Ridgeway	68.20-1-17.2
Gulf Street	Sewer Treatment Plant	\$ 248,119	Ridgeway	68.20-1-17.2
Gulf Street	2 Digest Tanks	\$ 579,305	Ridgeway	68.20-1-17.2
Gulf Street	Settling Tanks	\$ 1,123,458	Ridgeway	68.20-1-17.2
Gulf Street	Storage	\$ 172,299	Ridgeway	68.20-1-17.2
Bates Road	Lift Station	\$ 36,450	Shelby	
S Main Street	Restrooms (Park)	\$ 17,522	Shelby	80.13-2-42.111
S Main Street	Storage (Park)	\$ 17,522	Shelby	80.13-2-42.111
600 Main Street	Village Hall	\$ 2,261,734	Ridgeway	80.45-1-5
600 Main Street	Village Hall	\$ 103,942	Ridgeway	80.45-1-5

¹ Without consideration means a complete transfer of Village property to the Town at no cost.

600 Main Street	Fire Department	\$ 526,631	Ridgeway	80.45-1-5
600 Main Street	Fire Department	\$ 11,681	Ridgeway	80.45-1-5
615 West Avenue	Senior Citizen Center	\$ 354,116	Ridgeway	80.45-1-30
East Avenue	Highway Maintenance/Storage	\$ 270,508	Ridgeway	80.9-1-32
East Avenue	Highway Maintenance/Storage	\$ 94,964	Ridgeway	80.9-1-32
East Avenue	Truck Storage	\$ 252,337	Ridgeway	80.9-1-32
East Avenue	Truck Storage	\$ 29,852	Ridgeway	80.9-1-32
East Avenue	Salt Storage	\$ 93,667	Ridgeway	80.9-1-32
617 Genesee Street	Vacant Land	\$ 4,300	Shelby	79.12-3-82
110 Waverly Avenue	Vacant Land	\$ 14,500	Shelby	80.9-3-47
East Oak Orchard Street	Vacant Land	\$ 20,000	Shelby	80.10-2-9
East Oak Orchard Street	Vacant Land	\$ 6,700	Shelby	80.10-2-12
Gulf and Glenwood	Vacant Land	\$ 14,900	Ridgeway	68.20-1-17.1
Gulf Street	Wastewater Treatment	\$ 298,400	Ridgeway	68.20-1-17.2
Gulf Street Park	Park	\$ 27,800	Ridgeway	68.20-1-77
Horan Road Dump	Old Dump	\$ 40,900	Ridgeway	69.17-1-15.111
Horan Road	Old Dump	\$ 5,300	Ridgeway	69.17-1-43
Stork Street	Vacant Land	\$ 11,900	Ridgeway	79.8-1-15
Park Ave	Park Building	\$ 38,600	Ridgeway	79.12-3-8
Gwinn Street	Vacant Land	\$ 100	Shelby	79.12-3-72
State Street Park	Park	\$ 27,800	Ridgeway	80.9-1-2
Canal Basin Parking	Parking Lot	\$ 11,700	Ridgeway	80.37-1-13
Church Street	Vacant Land	\$ 4,900	Ridgeway	80.37-2-18
Church Street	Parking Lot	\$ 6,800	Ridgeway	80.37-2-24
Mill Street	Vacant Land	\$ 17,100	Ridgeway	80.37-2-33
Main Street	Rotary Park	\$ 9,400	Ridgeway	80.37-2-50.1
119 Park Avenue	Clerk's Office Building	\$ 162,400	Ridgeway	80.45-1-2
Park Ave	Parking Lot	\$ 9,700	Ridgeway	80.45-1-3
Park Ave	Parking Lot	\$ 8,800	Ridgeway	80.45-1-4
Maple Ridge Road	Vacant Land	\$ 75,800	Shelby	79.19-2-9.1
Ashland Ave	Vacant Land	\$ 400	Shelby	79.84-1-1
554 Mahar Street	Vacant Land	\$ 400	Ridgeway	80.9-3-3
Gwinn Street	Park	\$ 25,000	Shelby	79.60-2-23
Main Street	Vacant Land	\$ 13,500	Ridgeway	80.45-1-10.2
<i>Source: Village Tax Records (assessed values as of 3/1/2012)</i>				

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- The value of Village-owned equipment and vehicles in 2014 is \$3.7 million. The age, value, and recipient of each asset is shown below:

Medina Schedule of Vehicles / Vehicle Inventory				
Department	Description	Year	Value	Recipient / Action
DPW	Chevrolet Dump Truck	1983	\$ 30,000	
DPW	Ford F350	1986	\$ 30,000	

DPW	GMC Step Van	1988	\$ 10,205	
DPW	Ford Truck	1985	\$ 28,000	
DPW	Ford Sweeper	1993	\$ 60,000	
DPW	Mack Dump Truck	2000	\$ 88,200	
DPW	International 4900	1999	\$ 36,000	
DPW	Chevrolet Silverado	2002	\$ 27,100	
DPW	Spalding Trailer	2002	\$ 20,500	
DPW	Ford Pickup	2004	\$ 17,000	
DPW	Ford Expedition	2004	\$ 36,840	
DPW	Econoline Trailer	1995	\$ 10,000	
DPW	Wells Cargo Trailer	1987	\$ 8,000	
DPW	Homemade Trailer	1993	\$ 2,000	
DPW	International 4200 Bucket Truck	2005	\$ 105,270	
DPW	Ford Pickup	2006	\$ 27,725	
DPW	Ford F450	2006	\$ 36,790	
DPW	Chevrolet Trailblazer	2007	\$ 33,000	
DPW	Ford 4x4	2007	\$ 23,965	
DPW	Ford F350	2008	\$ 33,332	
DPW	Ford F750 Dump	2008	\$ 95,000	
DPW	Ford Bucket Truck	2003	\$ 89,250	
DPW	Chevrolet Express	2009	\$ 145,000	
DPW	International 4300 Dump	2010	\$ 95,985	
DPW	Ford F250	2010	\$ 18,658	
DPW	International 7500	2011	\$ 320,000	
DPW	Sterling Dump Truck	2001	\$ 150,924	
DPW	John Deere Loader	2012	\$ 150,000	
EMS	Ford E350 Ambulance	1996	\$ 145,000	Non-profit Ambulance
EMS	Ford E450 Ambulance	2007	\$ 141,500	Non-profit Ambulance
EMS	Ford E350 Ambulance	2009	\$ 132,000	Non-profit Ambulance
EMS	Ford E350 Ambulance	2013	\$ 118,760	Non-profit Ambulance
Fire	Pierce Fire Truck	1990	\$ 330,000	Fire District
Fire	Simon Ladder Truck	1996	\$ 234,000	Fire District
Fire	Ford Fire Truck	1977	\$ 224,000	Fire District
Fire	Pierce Fire Truck	2007	\$ 371,450	Fire District
Fire	Dodge Durango	2009	\$ 40,000	Fire District
Police	Ford Police Car	2003	\$ 26,200	Ridgeway
Police	Ford Ranger	2002	\$ 17,860	Ridgeway
Police	Ford Crown Victoria	2007	\$ 32,000	Ridgeway
Police	Ford Crown Victoria	2008	\$ 32,000	Ridgeway
Police	Ford Ranger	1998	\$ 15,000	Ridgeway
Police	Ford Crown Victoria	2008	\$ 26,010	Ridgeway

Police	Ford Crown Victoria	2008	\$ 26,020	Ridgeway
Police	Dodge Charger	2010	\$ 34,000	Ridgeway
Police	Dodge Charger	2012	\$ 36,968	Ridgeway

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- Personal property owned by the Village at the time of dissolution will become the property of the **Town of TBD**. Personal property will mean and include office equipment, furniture, tools, parts inventory, and any other items commonly considered to be personal property.
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- Ownership of the Fire Department facility will be transferred to the Fire District, along with fire apparatus currently owned by the Village.
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- The ambulances currently owned by the Village will be sold to the non-profit ambulance company for a nominal fee.
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- The Village plans to use fund balance to pay down existing Village debt prior to the effective date of dissolution. Village fund balances remaining upon Village dissolution will be transferred to the Towns of **Ridgeway and Shelby**. The amounts that will actually transfer upon dissolution will be the amounts that are in each fund at the time dissolution takes effect. Amounts listed below provide information on status of fund balances as of March 3, 2014. Funds that remain on the effective date of dissolution would transfer as follows:
 - The Village Sewer Fund will transfer to the **LDC** and be managed by the LDC Board of Directors. (As of 3/03/14, the fund total was \$392,563).
 - The Village Water Fund will transfer to the **LDC (TBD Water District #6)** and be managed by the LDC Board of Directors. (As of 3/03/14, the fund total was \$657,834).
 - The Village general fund will transfer to the Towns of Ridgeway and Shelby **based on their share of taxable assessed value of the former Village**. (As of 3/03/14, the fund total was \$208,436).

125 **VILLAGE LIABILITIES AND DEBTS**

- 126 7. The Village liabilities and indebtedness are as follows:
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- Liabilities. None are known at this time. There are no current lawsuits or proceedings against the Village.
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- Indebtedness – As of 09/30/13, the Village had \$3.2 million in outstanding debt.
 - The principal outstanding for the General Fund is \$1.6 million. The Village will retire some debt with proceeds from selling assets and use of the fund balance. The debt that remains can be managed by the Towns. One Town would become the owner of the debt (Fiduciary Agent). An inter-municipal agreement (IMA)
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134 will be created to raise the necessary funds from the former residents of the
 135 Village outside of the border of the fiduciary agent in addition to the funds raised
 136 from former Village residents within its borders. Under this IMA, all former
 137 residents will be charged an equal tax rate for the debt (based on TAV of the
 138 former Village) and remit this to their Town. The fiduciary agent will collect the
 139 necessary funds from other Town and would then make all necessary payments.

140 ○ The principal outstanding for the sewer fund is \$1.1 million. This debt will remain
 141 with the LDC, and will be a charge only for sewer users in the former Village.

142 ○ The principal outstanding for the water fund is \$58,000. This debt will remain
 143 with the LDC, and will be charged only to water users in the former Village.

144 ○ The Village currently pays retiree healthcare benefits to 13 former employees. In
 145 2012-13, the cost for these benefits was \$110,000. The residents of the former
 146 Village will be responsible for paying this obligation as a part of the debt district.

147 ○ When debt is a responsibility of both the General Fund and a utility fund, the debt
 148 will be apportioned for collection based on initial share indicated on the bond.
 149 For example, the Stork Street improvements bond was designated as 65 percent
 150 General Fund and 35 percent water fund so the general fund debt will be collected
 151 through a general tax rate from all former Village residents, while the portion of
 152 the debt in the water fund will be collected by user fees from those receiving
 153 public water.

Bond Title	Disposition
Road Construction - Pass Through	\$350 K remains, would be a part of a debt district
North Street and Vehicles	\$185 K remains, would be 57% in debt district, 43 % to Water
Stork Street Improvements	\$285 K remains, would be 65 % in debt district, 35% to Water
Consolidated including Roof and State Street	\$30 K remains, would be paid off prior to dissolution
Gwinn Street Improvements and Ambulance	\$937 K remains, would be 89% in debt district, 11% to Sewer
Water Fund Pass Through Project	\$380 K remains, would be 100 % paid by Water
NYS Environmental Facilities - Sewer Project	\$961 K remains, would be 100 % paid by Sewer
BAN - Ambulance (Non-Callable)	\$38 K remains, would be paid off prior to dissolution
BAN-Gwinn Street Engineering	\$25 K remains, would be paid off prior to dissolution

154 Source: Village documents

155 **AGREEMENTS TO CARRY OUT DISSOLUTION**

156 8. The Village and the Towns currently have no agreements in order to carry out the dissolution.
 157 This Plan was developed by the Dissolution Study Committee with the best interest of all
 158 residents in the Village and Town outside of Village in mind. The Committee anticipates that if
 159 dissolution of the Village is ultimately approved by Medina voters that the succeeding Town
 160 governments will provide for and comply with the Plan set forth in this document. The Study
 161 Committee recognizes the Plan could be impacted by unforeseen circumstances occurring at the
 162 time of dissolution. Thus, this document is a plan, not a guarantee. However, representatives on

163 the Committee endorse this Dissolution Plan, which was developed in good faith and with the
164 input of all members of the Committee.

165 **CONTINUATION OF VILLAGE FUNCTIONS OR SERVICES BY THE TOWN**

166 9. Services formerly provided by the Village government will be provided as follows:

167 • Legislative services. Local government representation shall be provided by the respective
168 Town Boards.

169 • Administrative services. All administrative and clerical positions of the Village will be
170 eliminated at the time of dissolution. Clerical and administrative staff employed in the
171 Village at the time of dissolution will be transferred to either the newly formed Fire
172 District, LDC or added as support staff in either Town as needed. All staff will be
173 guaranteed a placement in one of these settings. It is anticipated that the Town of
174 Ridgeway would need a minimum of an additional 0.4 FTE and Shelby an additional 0.2
175 FTE to support existing clerical work in the Towns. There is no anticipated savings in
176 the short term, but savings could accrue through attrition and right sizing of staffing
177 levels over time.

178 • Village Records. The village records will remain at the Medina Village Hall and records
179 currently in the Clerk's Office would be moved to the Village Hall. The records would
180 be jointly maintained by the two Town Clerks and each would have access to the records
181 as needed. The Village Hall will be owned by Fire District after dissolution.

182 • Public works services (not including water and sewer services addressed below). Street
183 maintenance, snow plowing, storm sewers, traffic control devices, street lights, park
184 maintenance, mowing, grounds keeping, and related services provided by the former
185 Village will be provided by the Towns.

186 ○ Lighting districts will be established in each of the Towns with a total expense
187 of \$71,000 divided into the districts in each of the Towns. The Towns will be
188 responsible for providing street lighting services within the boundaries of the
189 existing Village, with costs billed as a separate district charge to Medina
190 taxpayers on their annual Town tax bills. There will be no change in cost as a
191 result of dissolution.

192 ○ Responsibility of the Boxwood Cemetery will be transferred the Town of
193 Ridgeway. Mowing will become Ridgeway's responsibility and the Town
194 Clerk will become responsible for processing requests related to the cemetery.
195 The Village currently contracts for \$42,500 to maintain the cemetery.

196 • Water. Water and sewer services for Village residents will be maintained and provided by
197 a local development corporation (LDC). The LDC would be created prior to dissolution
198 and current water assets transferred to the LDC. The Towns will each contract with the
199 LDC to operate and manage existing systems within the current boundaries of Medina.
200 The first board of directors will be named by the Village, while the Towns will name

201 directors in the future. The Towns will create and establish by resolution a Special
202 Improvement District to be known as the Medina Water District (Town water district
203 #TBD) as provided by Article 12 and 12A of Town Law, and contract with the New
204 Medina Water and Sewer LDC for water supply, and maintenance and repair of all
205 existing water lines within Medina. Costs for the LDC will be covered by user fees.
206 Existing Village water fund debt will be the responsibility of LDC users and be paid for
207 through the user fees. The LDC will employ the same level of staffing currently provided
208 by the Village, with 5.9 FTE total. These employees would be transferred from the
209 Village, but will no longer qualify for the NYS retirement system. Alternative retirement
210 plan options will be offered through the LDC.

211 • Sewer. Services for Village residents will be maintained via the joint water-sewer LDC
212 mentioned above. The Towns will create and establish by resolution a Special
213 Improvement District to be known as the Medina Sewer District as provided by Article
214 12 and 12A of Town Law. Operation and maintenance services for Village sewer
215 facilities (e.g., wastewater treatment plant, wastewater collection system) will continue to
216 be outsourced. Dissolution would have no significant impact on sewer expenses, since
217 operation and maintenance is outsourced.

218 • Zoning enforcement / planning. Zoning enforcement services provided by the former
219 Village will be provided by the Towns via the hiring of a shared full-time ZEO pursuant
220 to CSL 70(2). The Town Planning and Zoning Boards will provide the services provided
221 by the former Village Planning and Zoning Boards. Estimated cost savings, as previously
222 noted in Part 5 of this Plan, total \$13,000.

223 • Fire and EMS. There are a number of changes that will occur to ensure that fire and EMS
224 services continue to be provided to former Village residents. As a result, the amount
225 expended community-wide on fire protection and emergency response services will not
226 be affected by dissolution. The Plan components are as follows:

227 ○ Fire. The Village and Towns will work together to create a Joint Fire District with the
228 boundaries of the current Village prior to dissolution. The Joint Fire District,
229 governed by 5 commissioners initially appointed by the Village and Towns, will then
230 contract for service with the newly independent Medina Fire Department. The current
231 fire department would need to become independently incorporated as part of the
232 creation of a fire district.

233 All properties within the former Village that are required to be taxed for fire
234 protection service will have a separate tax on their Town tax bill in accordance with
235 current tax law, and the rate will be identical for all taxpayers in the Medina Fire
236 District.

237 The Joint Fire District will no longer be able to bill for ambulance transports and will
238 no longer provide EMS transport services. The cost to operate the Fire District will
239 remain similar to the current cost of running the Village Fire Department, and current
240 employees will be transferred to the Joint Fire District. Revenue would come from
241 taxes and from an EMS contract.

242 ○ EMS. The Village will help to establish an independent non-profit ambulance
243 company prior to dissolution that will contract with the Joint Fire District for staffing
244 and management services. The non-profit ambulance company will be affiliated with
245 the Joint Fire District, and will provide the Joint Fire District with revenue via the
246 staffing contract.

247 The non-profit ambulance will require about \$6,000 in start-up fees, and will cost
248 approximately \$1.0 million to operate annually if present staffing levels remain the
249 same. The ambulance company is expected to generate approximately \$855,000 in
250 revenue based on the current volume of activity. The outstanding balance will need
251 to be collected from other revenue sources.

252 It is anticipated that the ambulance company will contract with the Joint Fire District
253 for staffing and that any difference in cost above the projected revenue of the
254 ambulance company will be borne solely by the Fire District either through reduced
255 rates to the ambulance company, or through additional tax levy in the Joint Fire
256 District. The ambulance company is expected to be a break-even operation due to
257 partnership with the Joint Fire District.

258 • Police. The Medina Police Department (MPD) will become a department of the Town of
259 Ridgeway, and will provide services to the Towns of Ridgeway and Shelby; that latter
260 through an inter-municipal agreement. The Town of Ridgeway will determine future
261 staffing levels and the overall budget and be responsible for managing the department,
262 and all current Village positions will be eligible for transfer under the provisions of CSL
263 70(2) and 70(5). Because the area of service and population served will increase, 1 patrol
264 FTE may be added to current staffing levels. With the extra staff member and additional
265 wear-and-tear costs associated with a greater service area, the total cost of the police
266 department is expected to increase by about \$50,000 annually. Based on the taxable
267 assessed valuation (TAV) in Ridgeway and Shelby, Ridgeway would pay \$590,000 for
268 police service and Shelby \$490,000. Ridgeway would lease space from the Fire District
269 for the police department to continue operations from their current location.

270 • Municipal association dues paid by the former Village to the New York Conference of
271 Mayors will be eliminated.

272 • Animal control. Village police currently provide this service to residents, at no additional
273 cost to the police budget. The Towns will be responsible for arranging for this service,
274 whenever needed,

275 • Accounting, assessor, elections. These services will no longer be provided by the Village,
276 and will be taken up by the Towns. Savings from the elimination of these services totals
277 \$26,000.

278 • Village attorney. The Village will no longer contract for an attorney, though
279 approximately 50 percent of the current attorney services will be absorbed by the Towns,
280 at a cost of \$11,000 for each Town.

281 See “Options for Village Dissolution” in Study Committee’s Final Report for the detailed fiscal
282 impact of the Plan components described above in Section 9.²

283 **DISPOSITION OF VILLAGE ASSETS WHEN DISSOLUTION IS EFFECTIVE**

284 10. The Village will dispose of those assets remaining on the effective date of the dissolution by
285 turning them over to Ridgeway and Shelby to become Town assets. The Village knows of no
286 liabilities at this time that would become the responsibility of the Towns upon dissolution of the
287 Village. The Village cannot project whether or not there may be uncollected taxes upon the date
288 of dissolution; however, any uncollected taxes will have been turned over to the County per
289 current practice.

290 **VILLAGE LAWS AND ORDINANCES**

291 11. Medina Village Laws are listed in the Village Code. The Code is updated periodically, with
292 the last updates occurring in 2013.

293 The list below shows the impact of dissolution on laws, ordinances, and resolutions included in
294 the Code, excluding any that were listed as repealed or superseded. Codes listed as NA (not
295 applicable) will not be effective upon dissolution of the Village. All other codes listed, in
296 accordance with GML Article 17-A §789, remain in effect for a period of two years following
297 dissolution, as if the same had been duly adopted by the Town Boards. They shall be enforced by
298 the Towns within the limits of the dissolved Village, except that the Town Boards shall have the
299 power at any time to amend or repeal such local laws, ordinances, rules or regulations in the
300 manner as other local laws, ordinances, rules or regulations of the Towns.

301 Key Definitions

- 302 NA Village code is no longer applicable; is not enforced; has been superseded; or is irrelevant
303 upon dissolution. These codes do not become part of Town law when dissolution takes
304 effect.
- 305
- 306 A Codes that should be rewritten as Town laws, following Town review.
- 307 B Codes for which the Towns both currently have a similar law in effect. Provisions
308 of the Village law may only need to be incorporated in existing Town law.
- 309
- 310 C Codes for which one Town currently has a similar law, and the other does not.
- 311

312 **Impact of Dissolution on Laws and Ordinances Listed in the Village Code**

313

<u>KEY</u>	<u>DESCRIPTION OF CODE</u>
314 NA	Adoption of Village Code Book
315	
316	
317	

² Available at www.cgr.org/medina.

318	B	Assessment of Property
319		
320	NA	Cable Television Advisory Board
321	NA	Defense / indemnification of Village officers / employees
322	NA	Village ethics code
323	NA	Residency Requirements
324	B	Sale of Village Property
325	A	Traffic Violations Bureau
326	B	Adult Businesses – location, permit, penalties
327	C	Alcoholic Beverages – public consumption, possession by minors
328	C	Amusement Devices – video games, games of chance
329	A/C	Bicycles / Boating
330	C	Brush, Grass and Weeds
331	A	Buildings – commercial, moving, numbering, unsafe violations
332	A	Burning – combustible material, violations
333	A	Cemetery hours
334	C	Curfew – loitering by minors
335	B	Dogs and Animals – leashing, barking, seizure, violations
336	A	Electrical Standards – inspections, violations, penalties
337	A	Fireworks
338	B	Flood Control – flood hazard areas, liability, duties of village
339	NA/C	Village Refuse Disposal Ordinance
340	A	Housing Standards – space, structural, fires safety, accessory structures,
341		property maintenance, compliance
342	A	Multiple Dwellings
343	B	Noise

- 344 A Parks – allowable activities (horses, biking, alcoholic beverages), penalties
- 345 A Peddling and soliciting – license required
- 346 B Public Access to Records
- 347 A Sewers
- 348 A Skateboards, in-line skates and roller skates – location, penalties
- 349 A Streets and sidewalks – excavations, maintenance, violations
- 350 NA Delinquent Village taxes – sent to County for collection
- 351
- 352 B Taxicab regulation – licensing, parking
- 353
- 354 A Trees – Village Tree Board, spacing, tree care, pruning
- 355
- 356 A Vehicles and Traffic – parking regulations, weight regulations
- 357
- 358 NA Water – charges, administration, service
- 359
- 360 A Weapons – possession, permits
- 361
- 362 A/B Zoning – permits, districts, buildings
- 363
- 364

Impact of Dissolution on Village Laws Passed Recently

<u>YEAR</u>	<u>LAW</u>	<u>KEY</u>	<u>DESCRIPTION OF CODE</u>
2013	#2	A	Transient Retail Merchants
2012	#5	NA	Water Service Lines

EFFECTIVE DISSOLUTION DATE

12. Should the Village dissolve; the dissolution will be effective on January 1, 2017.

OFFICIAL PUBLIC HEARING

13. The Village will hold an official public hearing at 7 p.m. on **DATE TBD** at the Medina High School.³

³ The Village’s official public hearing on the Dissolution Plan is contingent upon the Village Board endorsing the Dissolution Plan.

377 **OTHER MATTERS PERTINENT TO DISSOLUTION**

378 14. Other matters – A) loss of specific revenue upon Village dissolution, and B) summary of the
379 fiscal impact of dissolution.

380 A) Revenue Impact. Dissolution will result in the loss of the former Village’s Utilities Gross
381 Receipts Tax revenue (currently \$77,000). Under NY law, towns are not eligible to receive this
382 revenue. The Committee notes, however, that upon dissolution, Medina utility customers will no
383 longer be charged this tax, which equates to approximately 2% - 4% of electric and phone bills.

384 B) Fiscal impact. The table below identifies how tax bills would have been affected in fiscal year
385 2014 had Village dissolution been in effect. It is important to note that upon dissolution, the
386 Town governments would become eligible for a Citizen Empowerment Tax Credit (CETC). This
387 is an annual incentive from NYS for consolidating governments. The incentive is based on a
388 formula: 15% of the Village tax levy *PLUS* 15% of the average of each Town’s tax levy. The
389 table shows the fiscal impact both with and without the CETC, and assumes 100% of the CETC
390 is applied to reduce taxes for all Town taxpayers. The CETC, based on 2013 fiscal year budgets,
391 equates to \$541,000 which would be split based on population between the two towns.

392 The table below excludes county and school taxes, since they are unaffected by dissolution. It
393 also excludes water and sewer charges, since these charges are billed as user fees to Medina
394 residents.⁴

395

Summary of Projected Tax Rates for Single Government (Compared to Current) per \$1,000 Assessed Value				
	Former Village- Ridgeway	Former – TOV Ridgeway	Former Village - Shelby	Former -TOV Shelby
Current	\$19.36	\$6.66	\$19.56	\$8.32
Dissolution (w/o CETC) % change from current	-20%	+66%	-27%	+25%
Dissolution (w/CETC) % change from current	-27%	+46%	-34%	+10%

396

397 As shown in the table, Medina residents of Ridgeway would see a 20% drop in their tax rate
398 without the state consolidation incentive (CETC), and a 27% drop with it. Ridgeway Town-

⁴ See the Study Committee’s Final Report for additional information on water and sewer services.

399 outside-Village (TOV) residents would see a 66% increase in their tax rate without the incentive
400 and a 46% change with CETC.

401 Medina residents of Shelby would see a 27% drop in their tax rate without the state consolidation
402 incentive (CETC), and a 34% drop with it. Shelby Town-outside-Village (TOV) residents would
403 see a 25% increase in their tax rate without the incentive and a 10% change with CETC.

404 As previously noted, these projections are based on the Village 2013-14 and the Town 2013
405 budgets.

406 **Note:** Detailed fiscal information is available in Part Two of the Final Report, available at
407 www.cgr.org/medina.

408

DRAFT