

ATTACHMENT C

PROGRAM WORK PLAN

Contractor: Village of Hermon

Project Title: Dissolution Study, Plan and Alternatives to Dissolution

Contract No. T1000023

1) **Project Description:** The primary objective of this project is to develop a detail Dissolution Study with a recommended Dissolution Plan and Alternatives to Dissolution which answers questions that Village and Town of Hermon residents have about the dissolution process, impacts of dissolution, and how dissolving would affect residents and local governments. The final report will provide the Village of Hermon with a report that includes the following elements: Executive Summary, Introduction, Population Trends, Local Government Tax Rates, Assets & Real Property Information, Operating Budget Summary, Fund Balances & Outstanding Debt, Municipal Program Summaries, and Legal Issue & Impediments. This information will be utilized to determine: 1) Potential Financial Savings; 2) Management Improvements; 3) Service Delivery Changes resulting from a local government re-organization; and 4) Alternatives to Dissolution. These items will be summarized in the Recommendations section of the Plan.

2) **Project Components:**

Task 1: Project Initiation

Description: The Village shall meet with the Department of State prior to initiating work on this project to discuss goals, objectives, state requirements and expectations. The Village Board of Trustees will appoint a Dissolution Study Committee (DSC) which shall be charged with developing a study to dissolve the village, including fiscal impacts, provision of service and other matters as identified. The study will provide information and the foundation for a dissolution plan and alternatives to dissolution. The DSC will then develop a draft dissolution plan and identify alternatives to dissolution. The Village Board of Trustees will select a qualified consultant and enter into contract for professional service to assist with the development of the study, plan, and alternatives. The DSC will initiate the project with a kick-off meeting.

Schedule: Months 1 through 12.

Deliverable: Kick-Off Meeting Summary.

Task 2: Dissolution Study

Description: The Dissolution Study is intended to provide a foundation for the project. The study will include a comprehensive list of village services, including information on a per-service basis which shall include budget allocation, employment allocation, per-resident cost, inventory of equipment, complexities of delivery of services, specialized knowledge of personnel and necessary capital investments as well as the opportunity for cost savings and/or service enhancement. Associated with this, the DSC shall conduct a review of the services provided by the Town (and County if appropriate) to identify which entity would most appropriately deliver the services currently provided by the Village. The study shall also consider the general perception of the feasibility of possible options and the pub-

lic's concerns and likely reactions to restructuring service delivery and potential impact on service quality. The Village will also make assumptions about what will happen if the Village restructures service delivery, setting in motion the process to determine the potential cost and tax impacts. Major findings, including general fiscal impacts, will be presented to the DSC.

The study will contain at least the following elements:

1. The name of the local government entity to be dissolved;
2. The territorial boundaries of the entity;
3. The type and/or class of the entity;
4. The entity's assets, including but not limited to real and personal property, and the fair value thereof in current money of the United States;
5. The entity's liabilities and indebtedness, bonded and otherwise, and the fair value thereof in current money of the United States;
6. Terms for the disposition of the entity's assets and the disposition of its liabilities and indebtedness, including the levy and collection of the necessary taxes and assessments re-fore;
7. Any plan for the transfer or elimination of public employees;
8. Any agreements entered into with the town or towns in which the village is situated in or-der to carry out the dissolution;
9. Whether any local laws, ordinances, rules or regulations of the entity shall remain in effect after the effective date of the dissolution or shall remain in effect for a period of time other than as provided by state law
10. The manner and means by which the residents of the entity will continue to be furnished municipal services following the entity's dissolution;
11. A fiscal analysis of the effect of dissolution on the village and the area of the town or towns outside the village;
12. A fiscal estimate of the cost of dissolution;
13. Any other matters desirable or necessary to carry out the dissolution.
14. The effective date of the dissolution;

The DSC shall develop a draft dissolution study. The DSC will hold a public meeting to review the draft dissolution study. The DSC will adopt a final dissolution study with revisions if necessary.

Schedule:

Months 1 through 12.

Deliverable:

Draft Study submitted to NYSDOS for review and comment; Final Dissolution Study, and Meeting Summaries.

Task 3:

Dissolution Plan

Description:

The DSC, using the information developed in the Dissolution Study, shall develop a best-case Dissolution Plan. It should be noted that the DSC may believe that dissolution is not in the Village's interest, however developing this Dissolution Plan will provide two advantages. First, the Dissolution Plan will make certain assumptions that will allow for a refined fiscal impact model of the affected municipalities. Second, if served with a dissolution petition, the Village Board of Trustees will have a Dissolution Plan which it can immediately provide to resi-

dents and consider. The Dissolution Plan will contain provisions relating to the items identified in Task 3 above.

Schedule:

Month 13.

Deliverable:

Draft dissolution plan submitted to NYSDOS for review and comment.

Task 4:

Alternatives to Dissolution

Description:

The DSC will develop possible alternatives to dissolution that achieve cost savings and/or efficiencies in village operations. Possible alternatives may include but shall not be limited to shared services, functional consolidation, and reduction or elimination of services. These alternatives are intended for the village to consider should a decision be made to not dissolve village government into the surrounding town(s). These alternative scenarios will include a high-level cost and tax impact projections for the identified options.

Schedule:

Month 16.

Deliverable:

Draft and Final Alternatives to Dissolution submitted to NYS for review and comment.

Task 4:

Public Meeting

Description:

The DSC will hold a public meeting to review the final dissolution study and draft dissolution plan and alternatives to dissolution.

Schedule:

Month 18.

Deliverable:

Summary from public meeting, including documentation of comments and feedback received.

Task 5:

Final Dissolution Plan

Description:

The Final Dissolution Plan will include the items identified in the tasks above.

Schedule:

Months 18 through 20.

Deliverable:

Final Dissolution Study, Plan and Alternatives to Dissolution.

Task 6:

Public Hearing

Description:

The DSC will hold a public hearing on the Final Dissolution Study, Plan and Alternatives to Dissolution. The DSC will transmit the final deliverable to the Village Board along with a summary of the public hearing.

Schedule:

Months 18 through 20.

Deliverable:

Summary from public hearing, including documentation of comments and feedback received.

Task 6:

Board Accepts Study

Description:

The Board will accept the final study through action at a Village Board Meeting.

Schedule:

Months 18 through 20.

Deliverable:

Certified copy of the meeting minutes which documents the Board's acceptance the work of the committee.

Task 7:

Meetings, Administration and Project Close-Out

Description:

The grantee will actively manage the project and at the end, it shall initiate and complete project close-out with the Department of State.

Schedule:

Ongoing to Month 22.

Deliverable: Copies of project correspondence to be provided to the Department of State. Reports prepared as required by the Department of State as well as supporting information required to execute payment requests and comply with funding requirements. Project close-out items completed to the satisfaction of the Department of State and submitted.

d) **Procurement:** The grantee will comply with Municipal procurement policy and General Municipal Law section 103, where applicable.

e) **Other:**

i) **Documentation:** All documents created as part of grant funds must specify the following "This (document, report, map, etc.) was prepared with funds provided by the New York State Department of State under the Local Government Efficiency Grant Program, Contract No. T1000023."

ii) **Environmental Review:** If the action is determined to be a Type II action under 6 NYCRR Part 617.5, the grantee shall provide written notification of this determination and that no review is necessary per the regulation. Otherwise, an environmental review will be completed and transmitted to the Department of State.

iii) **Deliverables:** Upon completion, grantee will have completed the Village of Hermon Dissolution Study, Plan, and Alternatives to Dissolution under the New York State Department of State (NYS DOS) Local Government Efficiency (LGE) Grant, Contract No. T1000023.

At close-out, the contractor or its consultant will provide a cost-benefit analysis including a tax payer impact (e.g. cost or savings) during the course of the project and will include it as part of its annual report to the state and stakeholders. The report will document the cost or savings associated with the project as completed compared to how the same tasks were achieved in the past and the cost.

Where possible, tax payer impact shall be expressed as Total Cost Impact, Cost Impact per Capita (based on the most recent US Census, Census estimates, or population survey), and Estimated Impact on Property Taxes resulting from the project, which is calculated by dividing each applicant's Total Cost Impact into the amount of its taxable assessed value (equalized full value multiplied by the equalization rate) and expressed as dollars per thousand of taxable assessed value. For the purpose of this project, if it is determined that this methodology cannot be effectively determined or other information provides a better measure of performance, the Department of State will consider alternative proposals to measure the impact to municipalities and taxpayers.

The contractor shall submit drafts of studies/reports prepared with this grant to the New York State Department of State for review and comment at the same time the information is provided to the Village or its study committee.

The contractor shall notify the Local Government Efficiency Grant Program of any meetings/hearings to be held regarding this project in advance and at the same time the information is provided to the public.

The contractor shall submit, on a semi-annual basis or, with each request for reimbursement, whichever comes first a Project Status report which provides detailed project information including report of each project task as listed in this work plan.

The contractor shall provide all plans and/or reports developed as part of this project to the New York State Department of State, Division of Local Government. The Division of Local Government may make these items available as part of its technical assistance program.

At the conclusion of the project, the contractor shall complete the Final Project Summary and other close-out materials as requested by the New York State Department of State.

- f) **Schedule:** This project will commence within 90 days from the date of contract execution and will follow the schedule in 2(c) above. Any change to the schedule shall be noted in the project status report when filed with the Department of State. If the project shall extend beyond the term of this agreement, the grantee must also request a no-cost time extension.

3) Review and Status

- a) Department of State shall review Project Components for consistency with the applications.
- b) Contractor shall provide Project Status Reports every six months or when payment is requested.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0.00 percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 4/30, 7/31, 10/31, 1/31
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 60 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form - Quarterly Report)	Start of contract through current date	3/31* 6/30* 9/30* 12/31*
MWBE Report (Form F – Quarterly Report)	1/31 through 3/31 4/1 through 6/30 7/1 through 9/30 10/1 through 12/31	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	