

**VILLAGE OF PORT DICKINSON
Village Board Meeting Agenda
October 10, 2023
6:00 pm
Port Dickinson Village Hall**

Please take a moment to ensure that your cellphones are OFF or SILENCED.

CALL TO ORDER

PUBLIC HEARING: none

APPROVAL OF MINUTES: September 12, 2023 meeting

PUBLIC PARTICIPATION:

TREASURER'S REPORT:

AUDIT & PAYMENT OF CLAIMS #7 (2023-2024)

1. Abstract of Unaudited vouchers for the General Fund for \$44,349.30
2. Abstract of Unaudited vouchers for the Water Fund for \$1,453.84
3. Abstract of Unaudited vouchers for the Sewer Fund for \$1,375.67

AUDIT & PAYMENT OF CLAIMS #8 (2023-2024)

1. Abstract of Unaudited vouchers for the General Fund for \$
2. Abstract of Unaudited vouchers for the Water Fund for \$
3. Abstract of Unaudited vouchers for the Sewer Fund for \$

COMMUNICATIONS:

- Certificate of Liability Insurance received from Sunco Holding Corp d/b/a Sonny Manny's Auto Center

TRUSTEE-COMMISSIONER REPORTS:

Administration/Community Association – Robert Warholic, Trustee

Public Works – Michael Cashman, Trustee

Planning – none

Public Safety – James DeGennaro, Trustee

Parks, Water & Sewer – Robert Moss, Trustee

Water/Sewer:

Arrears as of 10/4/2023 - \$4,560.73 (9 properties have received shutoff notices for 10/12/23)

Zoning Board of Appeals – none

OLD BUSINESS:

RESOLUTIONS FOR APPROVAL:

1. Resolution authorizing the Mayor to sign an agreement with Mari Giurastante for grant writing services.
2. Resolution approving the hiring of Christopher Bonanno and Charles Harford as part time Police Officers effective 10/11/2023 at a salary of \$21/hour.

NEW BUSINESS/DISCUSSION:

ADJOURNMENT

CONSULTING CONTRACT

This Agreement is made effective as of August 30, 2023, by and between the Village of Port Dickinson, at 786 Chenango Street Binghamton, NY 13905 and Giurastante Design and Planning, LLC., at 661 Chenango St., Binghamton, New York 13901.

In this Agreement, the party who is contracting to receive services shall be referred to as "the Village", and the party who will be providing the services shall be referred to as "GDP".

GDP has a background in Grant Research, Writing and Management and is willing to provide services to the Village based on this background.

The Village desires to have services provided by GDP. Therefore, the parties agree as follows:

DESCRIPTION OF SERVICES. Beginning on August 30, 2023, GDP will provide the following services (collectively, the "Services"):

GRANT WRITING. Research, write, and secure new funding for the Village. Prepare reports as needed. Establish necessary partnerships with appropriate agencies for a successful application.

PROJECT MANAGEMENT. Engage with grant applications and manage programs from funding through close-out or any other grants assigned by the Village. Tasks associated with project management includes, but is not limited to creating organizational systems, financial management, communications between funding entity, fielding program questions, and submitting state monitoring paperwork.

PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Professional Services shall be determined by GDP with direction through the Mayor's office. The Village will rely on GDP to work as many hours as may be reasonably necessary to fulfill GDP's obligations under this Agreement. All tasks performed will be authorized by and all hours invoiced will be approved by the Village Board.

PAYMENT. The Village will pay a fee to Giurastante DPM, LLC for the services to develop and research grant opportunities based on an hourly rate of \$55 with additional flat rate fees negotiated per formal grant application on an as needed basis. This fee shall be payable monthly upon invoice submitted by GDP.

TERM/TERMINATION. This Agreement is *for one year* and may be terminated by either party upon 30 days written notice to the other party.

RELATIONSHIP OF PARTIES. It is understood by the parties that GDP is an independent contractor with respect to the Village and not an employee of the Village. The Village will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of GDP.

DISCLOSURE. GDP is required to disclose any outside activities or interests that may conflict with the best interests of the Village. Prompt disclosure is required.

INDEMNIFICATION. GDP agrees to indemnify and hold harmless the Village from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Village that result from the acts or omissions of GDP, GDP employees, if any, and GDP agents. The Village agrees to indemnify and hold harmless GDP from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against GDP that result from the acts or omissions of the Village, the Village's employees, if any, and the Village's agents.

CONFIDENTIALITY. GDP recognizes that the Village has and will have future plans, business affairs, process information, technical information, and other proprietary information (collectively, "Information") which are valuable, special and unique assets of

the Village and need to be protected from improper disclosure. In consideration for the disclosure of the Information, GDP agrees that it will not at any time or in any manner, either directly or indirectly, use any Information for GDP's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the Village. GDP will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that GDP has disclosed (or has threatened to disclose) Information in violation of this Agreement, the Village shall be entitled to an injunction to restrain GDP from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. The Village shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

RETURN OF RECORDS. Upon termination of this Agreement, GDP shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in its possession or under its control that are the Village's property or relate to the Village's business.

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the Village of Port Dickinson:

Kevin M. Burke, Mayor
786 Chenango Street
Binghamton, New York 13901

IF for Giurastante Design and Planning, LLC:

Giurastante Design and Planning, LLC
661 Chenango Street
Binghamton, New York 13901

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York.

INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots,

earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

ASSIGNMENT. GDP agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the Village. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of the Village with, or its merger into, any other corporation, or the sale by the Village of all or substantially all of its properties or assets, or the assignment by the Village of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

SIGNATORIES. This Agreement shall be signed on behalf of the Village of Port Dickinson and Giurastante Design and Planning, LLC and effective as of the date first above written.

Party receiving services:

Village of Port Dickinson

By: _____
Kevin M. Burke, Mayor for Village of Port Dickinson

Date: _____

Party providing services:

Giurastante Design and Planning, LLC

By: _____
Mari Giurastante, Owner

Date: _____

Village Water Consumption for : Sep-23

Read dates:	Binghamton meter	Fenton Large	Fenton Small
10/3/2023	6223	36813058	7406572
8/31/2023	6223	36563810	7286785
Usage	0	249248	119787

Total cubic ft: 362035

Read dates: Town of Fenton Sewer Readings

10/3/2023	53695500
8/31/2023	53625500

Total 70000 cu. ft.

Read dates: Wayne Ave. sewer station readings (hours):

	Pump1	Pump 2	Pump 3
10/3/2023	6903	19961	17915
8/31/2023	6875	19933	17891
Totals	28	28	24

Total hrs. 80



The Village of Port Dickinson
Department of Police
Scot McDonald, Chief of Police

Police Department Monthly Report

Report Month:	September	Police Commissioner:	Trustee J. DeGennaro
Report Year:	2023	Chief:	Scot McDonald
Report Date:	10/03/2023	Deputy Village Clerk:	Corina M. Beames

Total Complaints Received:51 (67)

- Med calls-2
- MVA(PD)-1
- MVA(injury)-2
- Court (OOP)-1
- Check welfare-6
- Criminal Mischief-1
- Harassment-1
- PDFD-6
- Building checks-1
- Mental health-2
- Suspicious-2
- Assistance rendered-3
- Civil matter-1
- DV-2
- Person annoying-2
- V&T arrest -1
- Vehicle theft-1

Miscellaneous-16 **Includes Assist other agencies, Lockouts, Alarms, Alternate street Parking warnings and tickets., Animals, Traffic lights, Information, code enforcement, special details, vacant properties , and Etc.*

492 mileage:09/01-09/30:1,452

491 mileage:

**Report of the
CHIEF
September 2023**



Alarms

ALARMS		RESPONSE		TIMES	
Fire	12	Avg Members Response (F)	3	Med Avg	1
EMS	1	Avg Alarm to Response	5.22	0700-1500	5
		Avg Alarm to Arrival	7.66	1500-2300	8
Total	13	Total Time in Service (hh:mm)	8:30	2300-0700	
MUTUAL AID		LOCATION		DOLLAR LOSS/VALUE	
Given	6	Village of Port Dickinson	7	Fire Loss	
Received	3	Town of Dickinson	1		
Engine 94		Town of Fenton	4	Property Saved	
No Tone		Town of Chenango			
		Town of Kirkwood			
		City of Binghamton	1		
		Other			
			CASUALTIES		YTD
		Fire Service Injured	0		
		Fire Service Death	0		
		Civilian Injured	0		
		Civilian Death	0		

CODE	DESCRIPTION		YTD	CODE	DESCRIPTION		YTD
111	Building Fire	1	2	440	Electrical/Wiring Problem	1	3
114	Chimney Fire			444	Power Line Down		
131	Passenger Vehicle fire			4441	Phone/Cable Line Down		2
142	Brush Fire		3	445	Arcing electrical equipment		1
150	Outside Rubbish Fire			520	Water Problem, other	1	2
212	Overpressure Steam Boiler			550	Public Service Assistance		1
311	Medical Assist, Assist EMS		1	571	Standby/Moveup	2	3
3001	EMS Incident, No Response		26	611	Dispatched, Canceled enroute	1	19
321	EMS Incident, Except MVA	1	10	651	Smoke Scare, Odor of Smoke		3
322	MVA w/ Injury	1	5	700	False Call, False Alarm, Other		
323	Vehicle vs Ped Accident			714	False Alarm - Malicious		
324	MVA w/out Injuries			735	Alarm Activation - Malfunction	1	2
350	Rescue/Extrication, other			745	Alarm Activation - Unintentional	4	19

355	Confined Space Rescue			746	CO Alarm Activation, No CO		1
4001	Tree down, no wires		1	800	Severe Weather, other		
412	Gas Leak (NG or LPG)			813	Windstorm Assessment		
4121	Gas Leak, no leak found		1				
424	Carbon Monoxide Incident		3		TOTAL	13	108

**Report of the Chief
September 2023**



TRAINING

SUMMARY	Training Hours Offered	Average Members Present	Total Man Hours
September	9	4.5	28
YTD Totals	61	5.73	412
Non Department 35 Training YTD			45

Wk	Date	Lesson	Training Hours Offered	Members Present	Total Man Hours
	9/11/2023	Monthly Meeting		7	
	9/18/2023	SCBA Search Techniques	2	3	6
	9/25/2023	PR Event - Ice Cream Trailer	2	6	12
	9/26/2023	PR Event - Ice Cream Trailer	5	2	10