

**VILLAGE OF PORT DICKINSON**  
**Village Board Meeting Agenda**  
**November 12, 2013**  
**6:00 pm**  
**Port Dickinson Village Hall**

APPROVAL OF MINUTES: October 8, 2013 & October 22, 2013 meetings

Explanation of Recent Water & Sewer Rate Increase

PUBLIC PARTICIPATION:

TREASURER'S REPORT:

AUDIT & PAYMENT OF CLAIMS – Abstract 52 (2013-2014):

1. No. 1-40 as listed on the Abstract of Unaudited vouchers for the General Fund for \$108,436.99
2. No. 41-46 as listed on the Abstract of Unaudited vouchers for the Water Fund for \$33,398.92
3. No. 47-50 as listed on the Abstract of Unaudited vouchers for the Sewer Fund for \$4,018.30

COMMUNICATIONS:

COMMITTEE REPORTS:

Administration/Code Enforcement/Community Association – Michael Blakeslee, Trustee  
Parks/Water/Sewer – Robert J. Aagre, Trustee  
Planning Board – met 11/7/13 regarding a yoga studio at 13 Riverview Rd.  
Public Safety – Richard T. Felo, Trustee  
Public Works – Michael Cashman, Trustee  
Zoning Board of Appeals – none

OLD BUSINESS:

RESOLUTIONS FOR APPROVAL:

1. Resolution thanking the 20 members of the Binghamton University chapter of Alpha Phi Omega for their 60 hours of service to the Village of Port Dickinson on October 5, 2013, during the annual Broome County River Cleanup Day, helping make Wilfley Park a more beautiful and safer place for our residents and guests.
2. Resolution certifying the 2013 Tax Relevy Report and authorizing the Village Clerk/Tax Collector to file with Broome County.
3. Resolution authorizing residents of Children's Home of Wyoming Conference upon approval of the insurance carrier of the Village to perform certain volunteer community services for the Village under the supervision of a representative of the Children's Home on projects suggested by a Trustee of the Village in order to obtain life-style training tasks which can be a positive influence on the remainder of their lives after the execution of a release to perform volunteer services signed by either a parent or guardian for residents under the age of 18 or the child him/her self if 18 years of age or older models of which are attached to this

resolution.

(Such projects could include, among others, planting and watering of trees, inspecting park walking

trails for debris or branches which might impede trail users, inspecting park picnic tables and rest rooms for garbage and bagging it for pick-up by Village Public Works personnel, painting Village fire hydrants, wire-brushing, priming and painting street sign posts, removing ice and snow from Park walkways, Village Hall sidewalks and other public area after winter storms, routine cleaning of park tennis courts, assisting in maintenance of park baseball and softball fields, etc.)

4. Resolution to adjourn this meeting to conduct an executive session pursuant to Section 105 paragraph f of the Public Officers Law regarding the employment history of a particular Village employee including possible matters leading to the discipline, suspension, dismissal or removal of a particular Village employee.

NEW BUSINESS/DISCUSSION:

ADJOURNMENT

RELEASE TO PERFORM VOLUNTEER SERVICES

1. The undersigned as a part of a the program of the Nimmonsburg Rotary Club evolving new program to assist older students of the Children's Home of Wyoming Conference located at 1182 Chenango Street, Binghamton, New York desires to perform certain volunteer community services for a not-for-profit entity such as the Village of Port Dickinson (the "Village") under the supervision of a representative of the Children's Home on projects suggested by a Trustee of the Village in order to obtain life-style training tasks which can be a positive influence on the remainder of their lives.
2. Depending on the days of the week and time of day that I am available to perform such duties such projects could include, among others, planting and watering of trees, inspecting park walking trails for debris or branches which might impede trail users, inspecting park picnic tables and rest rooms for garbage and bagging it for pick-up by Village Public Works personnel, painting Village fire hydrants, wire-brushing , priming and painting street sign posts, removing ice and snow from Park walkways, Village Hall sidewalks and other public area after winter storms, routine cleaning of park tennis courts, assisting in maintenance of park baseball and softball fields, etc.
3. I desire to volunteer my services for such activities (the "Projects") without expectation of remuneration or other compensation
4. I understand that there are certain health and injury risks associated with such volunteer services.
5. If the Village will permit me to perform such services, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown EXCEPT THOSE ARISING FROM THE GROSS NEGLIGENCE OF THE VILLAGE, ITS OFFICERS AND EMPLOYEES, (hereinafter called the "Releasees") or others, and assume full responsibility for my participation.
6. I hereby release the Village, its officers and employees, from any liability relating to my volunteer services and agree to indemnify the Village against any claim for damage or injury which I may suffer as the result of my volunteer services.
7. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

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Witness \_\_\_\_\_

The Children's Home of Wyoming Conference does hereby agree to allow the above named  
Volunteer who is a resident of the Children's Home to participate in said Project and does attest that said  
volunteer is 18 years of age or older.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature, Title

RELEASE TO PERFORM VOLUNTEER SERVICES

8. The undersigned understand that as a part of a the program of the Nimmonsburg Rotary Club evolving new program to assist older students of the Children’s Home of Wyoming Conference located at 1182 Chenango Street, Binghamton, New York (the “Children’s Home”) my child \_\_\_\_\_[name], a resident of the Children’s Home desires to perform certain volunteer community services for a not-for-profit entity such as the Village of Port Dickinson (the “Village”) under the supervision of a representative of the Children’s Home on projects suggested by a Trustee of the Village in order to obtain life-style training tasks which can be a positive influence on the remainder of their lives.
9. Depending on the days of the week and time of day that my said child is available to perform such duties such projects could include, among others, planting and watering of trees, inspecting park walking trails for debris or branches which might impede trail users, inspecting park picnic tables and rest rooms for garbage and bagging it for pick-up by Village Public Works personnel, painting Village fire hydrants, wire-brushing , priming and painting street sign posts, removing ice and snow from Park walkways, Village Hall sidewalks and other public area after winter storms, routine cleaning of park tennis courts, assisting in maintenance of park baseball and softball fields, etc.
10. My child desires to volunteer his/her services for such activities (the “Projects”) without expectation of remuneration or other compensation
11. My child and I I understand that there are certain health and injury risks associated with such volunteer services.
12. If the Village will permits my child to perform such services, I KNOWINGLY AND FREELY ON CONSENT TO THE ASSUMPTION ALL SUCH RISKS, BOTH KNOWN AND UNKNOW, EXCEPT THOSE ARISING FROM THE GROSS NEGLIGENCE OF THE VILLAGE, ITS OFFICERS AND EMPLOYEES, (hereinafter called the “Releasees”) or others, and assume full responsibility for my participation.
13. I hereby release the Village, its officers and employees, from any liability relating to my child’s \_\_\_\_\_ volunteer services and agree to indemnify the Village against any claim for damage or injury which \_\_\_\_\_ my child may suffer as the result of his/her volunteer services except those arising from the gross \_\_\_\_\_ negligence of the Village, its officers and employees..
14. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK \_\_\_\_\_ AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN \_\_\_\_\_ UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY \_\_\_\_\_ WITHOUT ANY INDUCEMENT.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature [Parent or Guardian]

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

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Witness \_\_\_\_\_

The Children's Home of Wyoming Conference does hereby agree to allow the above named  
Volunteer who is a resident of the Children's Home to participate in said Project.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, Title