

VILLAGE OF PORT DICKINSON
Village Board Special Meeting Agenda
April 22, 2014
5:00 pm
Port Dickinson Village Hall

PUBLIC HEARING:

1. Tentative 2014-2015 Budget

RESOLUTIONS FOR APPROVAL:

1. Resolution adopting the 2014-2015 Budget
2. Resolution authorizing the Mayor to sign the Intermunicipal Agreement Regarding Providing Cooperative Highway Services with the Town of Dickinson

NEW BUSINESS/DISCUSSION:

ADJOURNMENT

RESOLUTION ADOPTING ANNUAL BUDGET FOR 2014-2015

This Board having, on the 22nd day of April, 2014 commencing at 5:00 o'clock P.M., duly held a public hearing on the tentative budget approved by this Board and filed with the Village Clerk for the fiscal year commencing June 1, 2014 and having heard all persons desiring to be heard in the matter and the matter of the budget for this Village for such fiscal year having been fully discussed and considered, it is

RESOLVED, that the said tentative budget approved and filed as aforesaid is approved and established as the budget for the Village for the fiscal year beginning June 1, 2014 and that such budget as so adopted be included in detail in the minutes of the proceedings of this Board of Trustees.

**Intermunicipal Agreement Regarding
Providing Cooperative Highway Services**

THIS AGREEMENT, made and entered into this 15th day of April, 2014, between the **Town of Dickinson**, a municipal subdivision of the State of New York situate in Broome County, New York (Mailing Address: c/o Town Clerk, 531 Old Front Street, Binghamton, NY 13905) and the **Village of Port Dickinson**, a municipal subdivision of the State of New York situate in Broome County, New York (Mailing Address: c/o Village Clerk, 768 Chenango Street, Binghamton NY 13901),

WITNESSETH:

WHEREAS, both parties currently own and maintain various public streets, roadways, and sidewalks within their respective municipalities, and

WHEREAS, from time to time said streets, roadways, sidewalks and other infrastructure are in need of maintenance and repair, and

WHEREAS, each party has certain available manpower, machinery and equipment to provide such maintenance and repair but from time to time requires additional machinery and equipment for such services, and

WHEREAS, the parties are desirous of contracting with each other for the purpose of sharing such equipment with each other and the attendant savings achieved thereby,

NOW, THEREFORE, IT IS HEREBY AGREED, by the Town of Dickinson and the Village of Port Dickinson as follows:

1. Both parties hereto authorize their respective Highway Superintendents/Commissioners of Public Works to exchange resources including equipment, facilities, and personnel ("cooperative services") subject to the following conditions.
2. The exchange of cooperative services is strictly voluntary and should not in any way hamper or delay the work within the provider municipality.
3. The municipality providing cooperative services shall:

a. Be responsible for injury to any of its employees if it is a workers' compensation injury pursuant to Workers' Compensation Law section 2(7).

b. Pay its personnel as it would if the work were performed for the provider municipality.

c. Be liable for negligence of its employees occurring in the performance of their duties in the same manner and to the same extent as if the negligence occurred in the performance of their duties for the provider municipality.

d. Be responsible for all repairs to its equipment except those caused by the negligence of the receiver (borrower) of equipment. If participants cannot agree on responsibility for payment, the matter shall be subject to review by arbitration as provided in 9 below.

e. Keep records of the days and hours (as appropriate) that cooperative services were used and provide copies of this documentation to the receiver for verification.

4. The receiver municipality shall:

a. Provide fuel, lubrication, oil, minor repairs and materials as needed during the course of use of equipment and, if necessary, food for the operator.

b. Be responsible for coordinating the safe and efficient use of borrowed equipment and personnel and be responsible for releasing this equipment as soon as it is not needed.

c. Reciprocate to the provider municipality relating to the cooperative services when requested to do so.

d. Release this equipment in the event the provider requires the use of the equipment.

5. Each municipality agrees that its status while performing services pursuant to this agreement is that of an independent contractor and the municipality, its employees and/or agents will neither hold themselves out as, or claim to be, officers or employees of the other municipality in any matter, including, but not limited to Workers' Compensation, Unemployment Insurance benefits, Social Security or retirement membership or credit.

6. Both municipalities do hereby agree to obtain and thereafter continue to keep in full force and effect their general liability insurance, public liability insurance, and automotive insurance relative to this contract during all phases of the performance of the various provisions of work to be performed herein naming the other party as an additional named insured. Each municipalities general liability insurance shall be in an amount not less than \$500,000 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence. Each Municipality's property damage insurance shall be in an amount not less than \$300,000 for damage on account of all occurrences.

7. Each Municipality shall transmit in writing to the Municipality Clerk of the other Municipality within two (2) days after receipt thereof of any written notice received regarding any unsafe, dangerous or obstructed condition of any road subject to this Agreement, and the receiving Municipality shall take any necessary corrective action with respect thereto as soon as possible.

8. The term of this agreement shall be from year to year and shall be automatically extended each year unless either party notifies the other on or before December 1 prior to that year that said municipality wishes to withdraw from the agreement in the ensuing calendar year.

9. Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed

in the manner provided by the laws of the State of New York.

10. Each party hereto does hereby covenant and agree to indemnify and keep indemnified and save harmless the other party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the provider municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this agreement.

11. In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement to any other person or corporation without the previous consent in writing of the other party.

12. The Supervisor of the Town of Dickinson has executed this agreement pursuant to a resolution adopted by the Town Board of the Town of Dickinson, at a meeting thereof held on April 14, 2014. Michael A. Marinaccio, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Dickinson. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Dickinson.

13. The Mayor of the Village of Port Dickinson has executed this agreement pursuant to a resolution adopted by the Village Board of the Village of Port Dickinson, at a meeting thereof held on April 15, 2014. Kevin M. Burke, Village Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village of Port Dickinson. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk of the Village of Port Dickinson.

14. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To the Town of Dickinson: Town of Dickinson

Attn: Town Clerk
531 Old Front Street
Binghamton, NY 13905

To the Town of Kirkwood: Village of Port Dickinson

Attn: Village Clerk
786 Chenango Street
Binghamton, NY 13901

15. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

16. This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

17. This agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Dickinson has caused its corporate seal to be affixed hereto and these presents to be signed by Michael A. Marinaccio, its Supervisor, and Joel R. Kie, its Commission of Public Works, and to be attested to by Wanda R. Broczkowski, Town Clerk, and the Village of Port Dickinson has caused its corporate seal to be affixed hereto and these presents to be signed by Kevin M. Burke, its Mayor, and Michael

Cashman, Superintendent of Public Works, and to be attested to by Susan E. Fox, Village Clerk.

(Seal of Town of Dickinson)

Town of Dickinson

Attest: By: _____
Michael A. Marinaccio, Supervisor

By: _____
Joel R. Kie, Commissioner of Public Works

By: _____
Wanda R. Broczkowski, Town Clerk

(Seal of the Village of Port Dickinson)

Village of Port Dickinson

Attest: By: _____
Kevin M. Burke, Mayor

By: _____
Michael Cashman, Superintendent of Public Works

By: _____
Susan E. Fox, Village Clerk