

**VILLAGE OF PORT DICKINSON
Village Board Meeting Agenda
June 13, 2023
6:00 pm
Port Dickinson Village Hall**

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

CALL TO ORDER

APPROVAL OF MINUTES: May 23, 2023 meeting

PUBLIC PARTICIPATION:

TREASURER'S REPORT:

AUDIT & PAYMENT OF CLAIMS #23 (2022-2023)

1. Abstract of Unaudited vouchers for the General Fund for \$16,975.70
2. Abstract of Unaudited vouchers for the Water Fund for \$37,596.47
3. Abstract of Unaudited vouchers for the Sewer Fund for \$801.69

AUDIT & PAYMENT OF CLAIMS #1 (2023-2024)

1. Abstract of Unaudited vouchers for the General Fund for \$24,993.93
2. Abstract of Unaudited vouchers for the Sewer Fund for \$30,358.00

COMMUNICATIONS:

- Certificate of Insurance received from Karges & Cunningham
- Certificate of Cancellation of Insurance received for Peranich & Shelp Construction

TRUSTEE-COMMISSIONER REPORTS:

Administration/Community Association – Robert Warholic, Trustee

Public Works – Michael Cashman, Trustee

Planning –

Public Safety – James DeGennaro, Trustee

Parks, Water & Sewer – Robert Moss, Trustee

Water/Sewer:

Zoning Board of Appeals – none

OLD BUSINESS:

1. Short term housing rentals

RESOLUTIONS FOR APPROVAL:

1. Resolution authorizing the Mayor to sign the Letter of Intent to participate in the Broome County Hazard Mitigation Plan

2. Resolution authorizing the Mayor to sign an INTERMUNICIPAL AGREEMENT REGARDING CODE ENFORCEMENT SERVICES with the Town of Dickinson

NEW BUSINESS/DISCUSSION:

ADJOURNMENT

**INTERMUNICIPAL AGREEMENT
REGARDING CODE ENFORCEMENT SERVICES**

THIS AGREEMENT is made this ___ day of June, 2023, by and between the Village of Port Dickinson (the “Village”), a municipal corporation with its offices located at 786 Chenango Street, Binghamton NY 13901, and the Town of Dickinson (the “Town”), a municipal corporation with its offices located at 531 Old Front St., Binghamton NY 13905.

WHEREAS, the Town and Village each have a fully staffed and functional office for the enforcement and administration of their respective zoning laws and the New York State Building Code; and

WHEREAS, the Village previously contracted with the Town for the provision of enforcement and administration services related to the foregoing in the event of any absence or conflict preventing the Village Code Enforcement Officer from performing his or her duties (the “Code Services”); and

WHEREAS, municipal corporations have authority under New York State law to enter into agreements for the performance between themselves of their respective functions, powers and duties; and

WHEREAS, the parties desire to renew their prior agreement for services on the terms and conditions outlined herein;

NOW THEREFORE, in consideration of one dollar (\$1.00) and the mutual covenants herein contained, the parties agree as follows:

1. The Town shall furnish a qualified individual regularly employed by the Town to provide Code Services (the “Town CEO”) to the Village on an as-needed basis when absence or conflict prevents the Village Code Enforcement Officer from performing his or her duties, as reasonably identified by the Village. The Village will provide appropriate space and supplies to the Town CEO when performing the Code Services as required herein.
2. Such Code Services include, without limitation, all of the services ordinarily performed by the Village Code Enforcement, including consultation with applicants regarding zoning, building, subdivision and other related applications, review of plans, inspections and oversight as appropriate and necessary, attendance at meetings, and issuance of permits, certificates of occupancy, notice of violation, summonses, stop work orders, appearance tickets, court appearances, and related documents.
3. Any authority heretofore conferred on the Village, pursuant to any applicable law, rule or regulation, is hereby conferred upon the Town and the Town CEO when providing Code Services.
4. The Town and the Town CEO shall follow their normal policies and procedures to the extent such policies do not conflict with the Village’s laws, rules and regulations, or any other applicable federal, state or local law, regulation or procedure.
5. The initial term of this Agreement shall be one calendar year from the date first set forth above.
6. The term of this Agreement may be extended upon the passage of an appropriate resolution by each party’s governing board.

7. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other.

8. The Village shall indemnify and hold the Town harmless, with respect to any and all notices, claims, demands, actions, proceedings, order, judgments, settlements, and/or payments including, but not limited to, reasonable attorneys’ fees, from any claims resulting from the performance of Code Services by the Town and the Town CEO within the scope of this Agreement. The Town shall be solely responsible for all claims, expenses and costs, including but not limited to reasonable attorneys’ fees, associated with acts and omissions of the Town and the Town CEO when they or it are acting solely on behalf of the Town.

9. This Agreement constitutes the entire understanding of both parties. No modification of any provision therefore shall be valid unless in writing and signed by each party. All notices hereunder shall be in writing, mailed first class, certified or registered mail to the address of the parties’ as set forth above, or to such other address as the receiving party may designate from time to time by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

VILLAGE OF PORT DICKINSON

TOWN OF DICKINSON

By: _____
Kevin Burke, Mayor

By: _____
Michael Marinaccio, Supervisor



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

Police Department Monthly Report

Report Month:	May	Police Commissioner:	Trustee J. DeGennaro
Report Year:	2023	Chief:	Scot McDonald
Report Date:	06/09/2023	Deputy Village Clerk:	Corina M. Beames

Total Complaints Received:70 (68)

- Med calls-9
- MVA-7
- PDFD-2
- Larceny-3
- Check welfare-4
- Civil matter-1
- Domestic-2
- Dispute-2
- Disturbance-1
- Mental health-1
- Suspicious-2
- Police information-1
- Found property-2
- Persons annoying-1
- Assistance rendered-2
- Noise complaint-1
- Court warrant service-2
- Building checks-4
- Criminal mischief-1

Miscellaneous-22 *Includes Assist other agencies, Lockouts, Alarms, Alternate street Parking warnings and tickets., Animals, Traffic lights, Information, code enforcement, special details, vacant properties , and Etc.

**Report of the
CHIEF
May 2023**



Alarms

ALARMS		RESPONSE		TIMES	
Fire	9	Avg Members Response (F)	3.78	Med Avg	1
EMS	7	Avg Alarm to Response	2.75	0700-1500	4
		Avg Alarm to Arrival	5.25	1500-2300	8
Total	16	Total Time in Service (hh:mm)	3:45	2300-0700	4
MUTUAL AID		LOCATION		DOLLAR LOSS/VALUE	
Given	8	Village of Port Dickinson	6	Fire Loss	
Received	1	Town of Dickinson	3		
Engine 94		Town of Fenton	7	Property Saved	
No Tone	1	Town of Chenango			
		Town of Kirkwood			
		City of Binghamton			
		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			440	Electrical/Wiring Problem		2
114	Chimney Fire			444	Power Line Down		
131	Passenger Vehicle fire			4441	Power/Cable Line Down		
142	Brush Fire		3	445	Arcing electrical equipment		1
150	Outside Rubbish Fire			520	Water Problem, other		1
212	Overpressure Steam Boiler			550	Public Service Assistance		
311	Medical Assist, Assist EMS		1	571	Standby/Moveup		1
3001	EMS Incident, No Response	5	15	611	Dispatched, Canceled enroute	3	11
321	EMS Incident, Except MVA	2	5	651	Smoke Scare, Odor of Smoke	1	1
322	MVA w/ Injury	1	1	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
350	Rescue/Extrication, other			740	Unintentional Alarm	1	3
355	Confined Space Rescue			745	Alarm Activation - Unintentional	2	7

4001	Tree down, no wires		1	746	CO Alarm Activation, No CO	1	1
412	Gas Leak (NG or LPG)			800	Severe Weather, other		
4121	Gas Leak, no leak found		1	813	Windstorm Assessment		
424	Carbon Monoxide Incident		2		TOTAL	16	58

**Report of the Chief
May 2023**



TRAINING

SUMMARY	Training Hours Offered	Average Members Present	Total Man Hours
May	8	5.5	50
YTD Totals	36	6.07	245
Non Department 35 Training YTD	3		43

Wk	Date	Lesson	Training Hours Offered	Members Present	Total Man Hours
	5/1/2023	Hose Testing - Pumper-Tanker	1	8	8
	5/8/2023	Monthly Meeting		8	0
	5/11/2023	Regional Fire Police Meeting/Training	3	4	12
	5/13/2023	PR Event - CV Little League	3	2	6
	5/15/2023	Hose Testing - Pumper-Tanker	2	5	10
	5/22/2023	Hose Testing - Engine	2	7	14