

**Village of Port Dickinson  
Monthly Board Meeting  
June 13, 2023**

<b>Officers Present:</b>	<b>Mayor</b>	<b>Kevin M. Burke</b>
	<b>Trustees</b>	<b>Michael Cashman</b>
		<b>James DeGennaro</b>
		<b>Rob Moss</b>
		<b>Rob Warholic</b>
	<b>Attorney</b>	<b>Nathan VanWhy</b>
	<b>Clerk</b>	<b>Susan Fox</b>
<b>Absent</b>	<b>Treasurer</b>	<b>Sandra Reifler</b>

The meeting was called to order at 6:00 pm by Mayor Kevin Burke.

**PUBLIC HEARING:** none

**PUBLIC COMMENT:** none

**APPROVAL OF MINUTES:**

Motion by Trustee Warholic, seconded by Trustee DeGennaro, for a resolution to approve the May 23, 2023 minutes.

AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
NAY NONE

**TREASURER’S REPORT:** Absent

**AUDIT AND PAYMENT OF CLAIMS: Abstract #23 (2022-2023)**

Motion by Trustee DeGennaro, seconded by Trustee Cashman, to pay claims as listed on the Abstract of Unaudited Vouchers for the General Fund for \$16,975.70

AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
NAY NONE

Motion by Trustee Moss, seconded by Trustee DeGennaro, to pay claims as listed on the Abstract of Unaudited Vouchers for the Water Fund for \$37,596.47

AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
NAY NONE

Motion by Trustee Moss, seconded by Trustee DeGennaro, to pay claims as listed on the Abstract of Unaudited Vouchers for the Sewer Fund for \$801.69

AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
NAY NONE

**AUDIT AND PAYMENT OF CLAIMS: Abstract #1 (2023-2024)**

Motion by Trustee Cashman, seconded by Trustee Warholic, to pay claims as listed on the Abstract of Unaudited Vouchers for the General Fund for \$24,993.93

AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
NAY NONE

Motion by Trustee Moss, seconded by Trustee DeGennaro, to pay claims as listed on the Abstract of Unaudited Vouchers for the Sewer Fund for \$30,358.00

AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
NAY NONE

**COMMUNICATIONS:**

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

**TRUSTEE-COMMISSIONER REPORTS:**

**Administration/Community Association** – Rob Warholic, Trustee

*The new front door on Village Hall will be installed in the upcoming weeks.*

**Planning** – meeting 6/13/23 at 6:30PM

**Public Works** – Michael Cashman, Trustee

*No issues to report.*

**Public Safety** – James DeGennaro, Trustee

*Reports attached*

**Parks, Water & Sewer** – Robert Moss, Trustee

*Park: estimates have been obtained for sidewalk paving and work will begin soon*

*Water/Sewer:*

*The new pump for Wayne Ave has been received.*

*The school has included water meter replacement in their upcoming budget and the meter will be installed this summer.*

**Zoning Board of Appeals:** meeting 6/13/23 at 6:30PM

**RESOLUTIONS:**

1. Motion by Trustee Warholic, seconded by Trustee Moss, for a resolution authorizing the Mayor to sign the Letter of Intent to participate in the Broome County Hazard Mitigation Plan  
 AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
 NAY NONE
2. Motion by Trustee Cashman, seconded by Trustee Warholic, for a resolution authorizing the Mayor to sign an Intermunicipal Agreement Regarding Code Enforcement Services with the Town o Dickinson  
 AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
 NAY NONE

**OLD BUSINESS:**

1. Short term housing rentals – the Village Attorney have a draft law to review by the 7/11/23 meeting

**NEW BUSINESS:**

The NYS Comptrollers Office recommended the Village maintain a fixed asset inventory. The Village Clerk will maintain a log of new purchases with the required info. Asset tags will be obtained.

The Village has received a complaint about feral cats on Macomber Ave. NYS does not consider them domestic animals. The Humane Society will assist with trapping and neutering but will then return them to the property where they were trapped. The owner of the property where the cats originated is trying to handle the situation.

Village Engineer Ron Lake has resigned. Hulbert Engineering will be taking over as they have already completed some projects for the Village.

Motion by Trustee Cashman, seconded by Trustee DeGennaro to adjourn at 6:20pm  
 AYE TRUSTEES: CASHMAN, DEGENNARO, MOSS, WARHOLIC  
 NAY NONE

Respectfully submitted,  
Susan E. Fox, Village Clerk

**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.

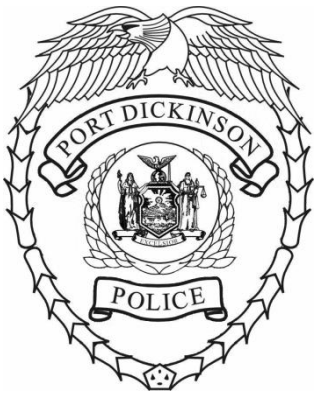
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

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

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**Police Department Monthly Report**

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

**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
<b>Total</b>	<b>16</b>	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		

**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