

**VILLAGE OF PORT DICKINSON
Village Board Meeting Agenda
December 09, 2025
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: November 11, 2025 meeting

PUBLIC PARTICIPATION:

TREASURER'S REPORT:

AUDIT & PAYMENT OF CLAIMS # 11 (2025-2026)

1. Abstract of Unaudited vouchers for the General Fund for \$14,635.32
2. Abstract of Unaudited vouchers for the Water Fund for \$860.10
3. Abstract of Unaudited vouchers for the Sewer Fund for \$242.89

AUDIT & PAYMENT OF CLAIMS # 12 (2025-2026)

1. Abstract of Unaudited vouchers for the General Fund for \$43,123.30
2. Abstract of Unaudited vouchers for the Water Fund for \$12,301.27
3. Abstract of Unaudited vouchers for the Sewer Fund for \$3,221.40

COMMUNICATIONS:

TRUSTEE-COMMISSIONER REPORTS:

Administration/Community Association – Robert Warholic

Public Works – Michael Cashman, Trustee

Planning –

Public Safety – James DeGennaro, Trustee

Reports attached

Parks, Water & Sewer – Robert Moss, Trustee

Water/Sewer:

Water arrears as of 12/10/2024: \$28,432.23

Zoning Board of Appeals –

OLD BUSINESS:

RESOLUTIONS FOR APPROVAL:

1. Resolution approving Mayor's reappointment of PMV Legal Group PLLC as Attorney for the Village for a term to expire December 31, 2026.
2. Resolution appointing Hulbert Engineering as the Village Engineer.
3. Resolution approving the Mayor's appointment of John Broughton as Building Inspector/Code Enforcement Officer for a one-year term to expire December 31, 2026
4. Resolution approving Mayor's reappointment of Corina Beames as Deputy Village Clerk for a term to expire December 31, 2026
5. Resolution approving Mayor's reappointment of Robert Blakeslee and Roger Shaller as Village Historians for a term to expire December 31, 2026
6. Resolution approving Mayor's reappointment of Patrick J. Doyle as member of the Planning Board for a term to expire December 31, 2030
7. Resolution approving Mayor's reappointment of Eric Backlund as member of the Zoning Board of Appeals for a term to expire December 31, 2030
8. Resolution reaffirming mayoral appointment of ad hoc members for the Planning Board and Zoning Board of Appeals for a term to expire 12/31/2026 - David Robertson
9. Resolution approving Edward Corcoran, Robert Aagre as members to the Tree Board for a term to expire 12/31/2026
10. Resolution reaffirming and re-adopting resolutions establishing Procurement Policy adopted February 14, 1995 and Cash Management and Investment Policies adopted December 14, 1993
11. Resolution adopting the revised Fee Schedule for 2026.
12. Resolution designating the following Tuesdays of each month as Village Board meeting nights at Port Dickinson Village Hall

Second Tuesday – Regular Village Board Meeting 6:00pm

Fourth Tuesday – Work Session 5:00pm

13. Resolution appointing the Press & Sun-Bulletin as the official newspaper for 2026, and requiring the applicant on a zoning matter or an environmental matter to pay the cost of such publication in the official newspaper of the Village.
14. Resolution naming all commercial banks in Broome County as depositories for Village funds.
15. Resolution reaffirming the Village Hall Use Policy adopted 12/10/2013.
16. Resolution reaffirming the Village Employee Personnel Policy adopted 11/12/2002 as amended.
17. Resolution requiring all vouchers to be submitted to the Village Clerk's office before noon on the Monday prior to the first Tuesday of each month to qualify for audit and payment at next regular Village Board meeting.
18. Resolution establishing reimbursement of travel and mileage expenditures incurred in 2026 for travel and use of private vehicles on Village business at the Internal Revenue Service (IRS) rates prescribed for 2026.
19. Resolution authorizing payment in advance of audit on claims for public utility services and postage.
20. Resolution setting the date for the next organization meeting as December 8, 2026
21. Resolution authorizing the Mayor and Trustees to attend any and all meetings of the Broome County Association of Towns & Villages.
22. Resolution designating the bulletin board on the south wall inside the main front door as the official place for posting legal notices by the Village Clerk.
23. Resolution authorizing the Mayor to sign an Intermunicipal Agreement Regarding Code Enforcement Services with the Town of Dickinson
24. Resolution authorizing the Mayor to sign the FIRE PROTECTION SERVICES AGREEMENT with the Town of Dickinson.
25. Resolution authorizing the hiring of Romell Loudon as a part-time Police Officer effective 12/10/2025 at a rate of \$25/hr.

NEW BUSINESS/DISCUSSION:

1. Fenton water rate increase

2. Deputy Mayor appointments for 2026
Trustee James DeGennaro

3. Committee Assignments for 2026

Administration Commissioner – Robert Warholic

- Community Association Liaison.
- Broome County Shared Services Health Care Committee.
- Medical Insurance Cost Containment Initiative.

Public Safety Commissioner – James DeGennaro

- Broome County Emergency Services Liaison. (Fire, Police and EMS)

Public Works Commissioner – Michael Cashman

- Broome County Shared Services Public Works Committee.
- FEMA Coordinator of applications and activity.
- Village Tree Committee Leader.
- County & Municipalities Sharing of Parks Services Committee.
- Broome County Parks Liaison.
- Local Waterfront Redevelopment Project.

Parks and Water & Sewer Commissioner – Robert Moss

- MS4 (Municipal Separate Storm Sewer System) coordinate compliance with Engineer.
- Sewer Treatment (BJCJSTP) Representative.
- CMOM operations.

Mayor:

Greater Binghamton Council of Governments.
 Broome County Association of Towns & Villages.
 NYSDOT Greenway Committee.
 NYSDOT Liaison to Regional Director and local Engineers.
 Outside Sewers Users Group of the BJCJSTB.
 Broome County Legislature Finance Committee.
 Millennium Pipeline Relations.
 Broome County Civil Service.
 Broome County Executive Point of Contact.
 Flood Mitigation Coordination – FEMA, DEC, Corp. of Engineers & Local Engineers.

ADJOURNMENT

**INTERMUNICIPAL AGREEMENT
REGARDING CODE ENFORCEMENT SERVICES**

THIS AGREEMENT is made this ____ day of December 2025, 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

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2025, by and between the TOWN OF DICKINSON, ("the Town") 531 Old Front Street, Binghamton, New York 13905, acting on behalf of Fire Protection District No. 3 in said Town ("the District"), and the VILLAGE OF PORT DICKINSON ("the Village"), 786 Chenango Street, Binghamton, New York 13901, acting on behalf of the Port Dickinson Fire Company, Inc.

WHEREAS, Fire Protection District No. 3 has been duly designated within said Town of Dickinson embracing territory in the easterly portion of said Town adjacent to the Village of Port Dickinson and the City of Binghamton, New York, as such district boundaries are more fully described in the resolution establishing such District and duly adopted by the Town Board of the Town of Dickinson on July 2, 1962, and

WHEREAS, following a public hearing duly called, the said Town Board of the Town of Dickinson, acting on behalf of Fire Protection District No. 3, has duly authorized a contract and agreed to enter into same with the Village to provide fire protection to said District upon the terms and provisions herein set forth, and

WHEREAS, this contract has been duly authorized and approved by the Executive Committee of the Port Dickinson Fire Company, Inc. and the Board of Trustees of the Village of Port Dickinson.

NOW, THEREFORE, the Town does hereby contract with the Village to furnish fire protection to said District and the Village agrees to furnish such protection in the manner following, to-wit:

1. The Village's fire department shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, and when notified by alarm or telephone call from any person within the District of a fire within the District, such Department shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus of the Village. Upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested for the extinguishment of the fire and the saving of life and property in connection therewith.
2. In consideration of furnishing aid and the use of its apparatus aforesaid, the Village shall receive the sum of \$35,516 payable by the Town to the Village on or before March 1, 2026, the sum of \$36,936 payable by the Town to the Village on or before March 1, 2027, and the sum of \$38,414 payable by the Town to the Village on or before March 1, 2028.
3. Such funds to be paid under any provision of this agreement shall be a charge upon the said Fire Protection District and be assessed and levied upon the taxable property in said District and collected with the Town taxes therefrom.
4. The consideration herein provided by the Village shall include the use of all apparatus, equipment, materials, supplies and labor necessary in the performance by the Village of its obligations under this contract, and the Village shall, during the whole period covered by this contract, at its own expense, provide a policy of insurance to cover loss or damage to its apparatus and equipment to the full value thereof, which policy shall be so written that by its terms, it shall protect the Town of Dickinson and Fire Protection District No. 3 of the Town of Dickinson, as extended, from any liability for such loss or damage to apparatus or equipment. Such policy may, however, contain a clause making deductible therefrom an amount not exceeding Two Hundred Fifty Dollars (\$250.00). The Village shall furnish to

the Supervisor of the Town of Dickinson a certificate of an insurance company authorized to do business in the State of New York showing the coverage herein provided.

- 5. The Village shall, during the whole period of this contract at its own expense, procure and maintain policies of insurance for Comprehensive General Liability and Automobile Liability Insurance, written by companies authorized to do business in the State of New York, and so arranged to protect the Village against liability for negligent acts arising from activities that are encompassed by this agreement. Such policies shall be written in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage combined for any one occurrence. The Village shall furnish the Supervisor of the Town of Dickinson a certificate showing coverage as herein provided.
- 6. The Village shall indemnify and hold harmless the Town, its successors and assigns any and all damage, liabilities or claims of any nature, absolute or contingent, together with all expenses and legal fees which may be incurred to compromise, or defend such liabilities or claims arising out of or resulting from activities which are encompassed by this agreement.
- 7. This agreement and all clauses herein contained shall become effective on January 1, 2026 and shall continue for a period of three years until December 31, 2028.

Town Seal:	TOWN OF DICKINSON
Attest: _____ Wendi Evans, Town Clerk	By: _____ Michael A. Marinaccio, Supervisor
Village Seal:	VILLAGE OF PORT DICKINSON
Attest: _____ Susan E. Fox, Village Clerk	By: _____ Kevin M. Burke, Mayor

PORT DICKINSON FIRE COMPANY, INC.

CONSENT IN LIEU OF SPECIAL MEETING OF EXECUTIVE COMMITTEE

The undersigned, being all the members of the Executive Committee of Port Dickinson Fire Company, Inc., a New York Not for-Profit corporation (the “Corporation”), in lieu of holding a special meeting of the Executive Committee of the Corporation, hereby take the following actions and adopt the following resolutions by unanimous written consent pursuant to Section 708(b) of the New York Not-for-Profit Corporation Law by the By-laws of the Corporation:

RESOLVED, that the Corporation does hereby consent to the terms of the agreement (the “Agreement”) between the Town of Dickinson (the “Town”) and the Village of Port Dickinson (the “Village”) dated _____, 2025 whereby the Village Fire Company shall furnish fire service protection to the Town in the manner and under the circumstances set forth more particularly in said Agreement.

The actions taken by this Consent shall have the same force and effect as if taken at a meeting of the Executive Committee of the Corporation duly called and constituted pursuant to the by-laws of the Corporation and the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have executed this Executive Committee Consent this ____ day of _____, 2025.

Director

Director

Director

Director

Director Secretary, Fire Company

I, the undersigned, Secretary of Port Dickinson Fire Company, Inc., hereby certify that the above are true copies of certain resolution duly adopted by the Executive Committee, by consent dated _____, 2025. I further certify that each of the foregoing resolutions is in full force and effect, and none of them have been modified or repealed; and that the same are in conformity with the certificate of incorporation and by-laws of this corporation.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation this ____ day of _____, 2025.

Fire District Secretary

(CORPORATE SEAL)

Village Water Consumption for : Nov. 25

Read dates:	Binghamton meter	Fenton Large	Fenton Small
12/1/2025	247792	43196348	220087
10/31/2025	246387	42995210	52529
Usage	1405	201138	167558

Total cubic ft: 370101

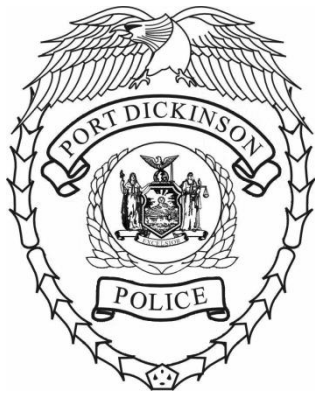
Read dates:	Town of Fenton Sewer Readings
12/1/2025	55423700
10/31/2025	55371400

Total 52300 cu. ft.

Read dates:	Wayne Ave.	sewer station readings (hours):
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	Pump1	Pump 2	Pump 3
12/1/2025	7642	20831	18692
10/31/2025	7593	20770	18648
Totals	49	61	44

Total hrs. 154



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

Police Department Monthly Report

Report Month:	November	Police Commissioner:	Trustee J. DeGennaro
Report Year:	2025	Chief:	Scot McDonald
Report Date:	12/02/2025	Deputy Village Clerk:	Corina M. Beames

Total Complaints Received:44 (78)

Med calls-4

Escort-1

PDFD-2

DV-1

V&T violations reported-1

MVA/injury-1

Assistance rendered-2

Domestic-1

Trespass-1

MVAPD-2

Mental health-2

Harassment-3

Civil matter-1

Suspicious-3

Traffic stop-5

Building check-1

Parking tickets issued-5

ALT side parking warnings issued-237

Traffic tickets issued-1

Miscellaneous-7 *Includes Assist other agencies, Lockouts, Alarms, Animals, Traffic lights, Information, code enforcement, special details, vacant properties , and Etc.

491 start mileage:38,535

Ending mileage 38,535

Total:0

New 492: Start mileage: 1951

Ending : 3481

Total: 1530

Report of the CHIEF

November 2025



Alarms

ALARMS		RESPONSE		TIMES	
Fire	9	Avg Members Response (F)	2.44	Med Avg	0
EMS	3	Avg Alarm to Response	6.83	0700-1500	3
Error		Avg Alarm to Arrival	9.60	1500-2300	7
Total	12	Total Time in Service (hh:mm)	4:15	2300-0700	2
MUTUAL AID		LOCATION		DOLLAR LOSS/VALUE	
Given	7	Village of Port Dickinson	3	<u>Fire Loss</u>	
Received		Town of Dickinson	2		
Engine 94		Town of Fenton	6	<u>Property Saved</u>	
No Tone		Town of Chenango	1		
		Town of Kirkwood		<u>Fire Loss YTD</u>	-
		City of Binghamton		\$146,000	\$56,000
		Other		<u>Property Saved YTD</u>	
				\$351,000	
		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		6	444	Power Line Down		5
114	Chimney Fire			4441	Phone/Cable Line Down	1	12
131	Passenger Vehicle fire			445	Arcing electrical equipment		
142	Brush Fire		1	520	Water Problem, other		3
150	Outside Rubbish Fire		1	550	Public Service Assistance		1
212	Overpressure Steam Boiler			571	Standby/Moveup	1	7
311	Medical Assist, Assist EMS		7	611	Dispatched, Canceled enroute	2	18
3001	EMS Incident, No Response	3	54	651	Smoke Scare, Odor of Smoke	1	1
321	EMS Incident, Except MVA		10	700	False Call, False Alarm, Other		4
322	MVA w/ Injury	1	6	714	False Alarm - Malicious		1
323	Vehicle vs Ped Accident			735	Alarm Activation - Malfunction		3

324	MVA w/out Injuries			745	Alarm Activation - Unintentional		12
350	Rescue/Extrication, other			746	CO Alarm Activation, No CO	1	21
355	Confined Space Rescue			800	Severe Weather, other		6
412	Gas Leak (NG or LPG)	1	3	813	Windstorm Assessment		19
4121	Gas Leak, no leak found		7				
424	Carbon Monoxide Incident	1	1				
440	Electrical/Wiring Problem				TOTAL	12	197

Report of the Chief
November 2025



TRAINING

SUMMARY	Training Hours Offered	Average Members Present	Total Man Hours
November	6	7.25	38
YTD Totals	93	6.9	528
Non Department 35 Training	200		200

Wk	Date	Lesson	Training Hours Offered	Members Present	Total Man Hours
	11/3/2025	Fire Dynamics	2	8	16
	11/10/2025	Monthly Meeting		10	0
	11/17/2025	Fire Dynamics Part 2	2	5	10
	11/24/2025	Quarterly Apparatus Checks	2	6	12