

**VILLAGE OF PORT DICKINSON
Village Board Meeting Agenda
March 11, 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:

APPROVAL OF MINUTES: February 11, 2025 meeting

PUBLIC PARTICIPATION:

TREASURER'S REPORT:

AUDIT & PAYMENT OF CLAIMS #16 (2024-2025)

1. Abstract of Unaudited vouchers for the General Fund for \$33,449.12
2. Abstract of Unaudited vouchers for the Water Fund for \$20,129.55
3. Abstract of Unaudited vouchers for the Sewer Fund for \$946.54

COMMUNICATIONS:

TRUSTEE-COMMISSIONER REPORTS:

Administration/Community Association – Robert Warholic, Trustee

Public Works – Michael Cashman, Trustee

Planning – none

Public Safety – James DeGennaro, Trustee

Parks, Water & Sewer – Robert Moss, Trustee

Water/Sewer: outstanding balance as of 3/11/25 - \$19,981.71 (79 accounts)

Zoning Board of Appeals – none

OLD BUSINESS:

RESOLUTIONS FOR APPROVAL:

1. Resolution authorizing the Mayor to sign a Retainer Agreement with Coughlin & Gerhart for \$3,060.00/month. In addition, all work outside retainer will be billed at \$310.00 per hour for partners, \$265.00 per hour for of/counsel and senior associates, \$250.00 per hour for junior associates and \$195.00 per hour for paralegals.
2. Resolution authorizing the Mayor to sign a Memorandum of Agreement for Court Security Officers with the Town of Dickinson

3. Resolution scheduling a Public Hearing on Proposed Local Law 5-2025, Proposed Local Law 5-2025, LOCAL LAW NO. 5 OF 2025 AMENDING CHAPTER 62 OF THE VILLAGE CODE ENTITLED "WATER" on Tuesday, March 25, 2025 at 5:00PM

NEW BUSINESS/DISCUSSION:

- Draft version of electronic Code has been emailed to the Mayor, Board, Code Officer and Attorney. Review must be completed by 7/31/25 (NOTE: the Editorial and Legal Analysis review stage is the Village's sole opportunity to submit major revisions for the codification project.)

ADJOURNMENT

VILLAGE OF PORT DICKINSON
 LOCAL LAW NO. 5 OF 2025 AMENDING
 CHAPTER 62 OF THE VILLAGE CODE ENTITLED “WATER”

Be it enacted by the Board of Trustees of the Village of Port Dickinson as follows:

Section 1. Section 62-8.A. of the Village Code is hereby amended as follows:

- A. Water rates, fees, and charges, including but not limited to administrative fees and charges, shall be as set forth by resolution of the Village Board from time to time. Water bills shall be due and payable to the designated agent of the Board of Trustees of the Village of Port Dickinson in February, May, August and November of each year and if not paid within thirty (30) days after receipt, a fee equal to fifteen percent (15%) of the past amount due, will be added for the next twenty (20) days. If the bill is not paid by the end of said twenty-day period, a charge for the administrative time associated with mailing a shutoff notice and the actual cost of certified mailing such notice will be added, and the water thereafter shutoff after notice and an opportunity to be heard. If the water is shutoff, service will be restored M-F, 7a.m. to 2p.m. upon payment of the bill, plus the fifteen percent (15%) penalty and administrative fees and costs, and a service charge for restoration of service. If service is restored after the regular hours of M-F, 7a.m. to 2p.m., there will also be an additional after hours charge.

Section 2. Separability

The provisions of this local law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of this local law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this local law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and as if such person or circumstance, to which the local law or part thereof is held inapplicable, had been specifically exempt therefrom.

Section 3. Repealer

All Ordinances, Local Laws and parts thereof inconsistent with the Local Law are hereby repealed.

Section 4. Effective Date

This local law shall take effect upon filing with the New York Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

**MEMORANDUM OF AGREEMENT
FOR COURT SECURITY OFFICERS**

THIS MEMORANDUM OF AGREEMENT FOR COURT SECURITY OFFICERS (this “Agreement”) is entered into by and between the VILLAGE OF PORT DICKINSON (“Village”) and the TOWN OF DICKINSON (“Town”). Village and Town may each be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the Justice Court of Town (the “Court”) has had need of court security officers (“CSOs”);

WHEREAS, Village has previously coordinated the supply of CSOs to Court;

WHEREAS, the Court continues to have need of CSOs;

WHEREAS, Village continues to desire to coordinate via the Village Police Department personnel to the Town the service of qualified officers as CSOs for the Court; and

WHEREAS, Village and Town each mutually desire to enter into this Agreement to formalize the existing and ongoing relationship among the Parties.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **TERM.** This Agreement shall have a term of two (2) calendar years commencing on the Effective Date. This Agreement shall automatically renew for additional one (1) year terms unless either Party provides the other with written notice of its intent not to renew at least thirty (30) calendar days prior to renewal. This Agreement may be terminated by either Party by providing the other Party with four three (3) months written notice.

2. **VILLAGE OF PORT DICKINSON POLICE DEPARTMENT.**
 - 2.1. Designee. The Village of Port Dickinson Police Department (“PDPD”) shall provide Town with the name and contact information of a PDPD employee (the “Designee”) that shall act as the contact person between Village and Town for the purposes of Village providing services pursuant to this Agreement. The Designee shall, at the reasonable request of Town, which shall occur at least annually but no more than three (3) times per calendar year, meet with Court personnel to review the effectiveness of Village’s services provided pursuant to this Agreement.

 - 2.2. Consideration. In exchange for the provision of scheduling coordination the Town shall pay to the Village of Port Dickinson Two Hundred and Fifty 00/100 Dollars (\$250.00) per quarter.

 - 2.3. Qualified Candidate Determination. The Designee shall determine qualified candidates eligible to serve as CSOs. A qualified candidate shall mean, including but not limited to, an officially uniformed officer that will serve as a CSO, and will present job ready to perform all duties and obligations.

 - 2.4. Qualified Candidate Recruiting. PDPD and the Designee shall make all reasonable efforts to recruit qualified candidates and to establish a pool of qualified candidates that the Designee can draw from when supplying CSOs to the Court.

 - 2.5. PDPD Duties. PDPD shall provide or ensure the qualified candidates selected to serve as CSOs with necessary training regarding standard practices and procedures for courtroom safety and management.

 - 2.6. Scheduling Court Security Officers. Town may submit a written request for additional CSOs to the Designee at least two (2) months prior to the date that the Court requires the presence of CSOs. PDPD

and the Designee shall make all reasonable efforts to supply qualified candidates to serve as CSOs to the Court.

- 2.7. Special Requests. Town may submit a written request to the Designee for the presence of CSOs due to special or unique circumstances at least three (3) months prior to the date requested. A special or unique circumstance request shall mean, including but not limited to, CSOs providing safety training for Court personnel or CSOs providing a review of Court facilities regarding proposed safety purchases including but not limited to cameras and alarms. PDPD shall make all reasonable efforts to provide the Court with CSO services upon such reasonable special or unique circumstance request.
- 2.8. Reportable Incidents. Pursuant to Section 3.8 of this Agreement, the Designee shall review all reportable incidents that occur at the Court in accordance with PDPD policies and procedures. The Designee shall review reportable incidents within a reasonable time period after the reportable incident occurred. After review of a reportable incident, the Designee shall contact the Court to discuss the review and any recommendations. A reportable incident shall include, but not be limited to, the removal of an individual from the Court or contact and arrangement of an outside agency to assist with a Court incident.

3. COURT SECURITY OFFICERS.

- 3.1. Compensation Rate for CSOs. CSOs shall receive a compensation rate of Forty-Five and 00/100 Dollars (\$45.00) an hour (the "Hourly Rate"). CSOs assigned to a specific Court date shall receive payment for a minimum of four (4) hours at the Hourly Rate and any time worked over four hours shall be paid for time worked at the Hourly Rate. CSOs providing services for special or unique circumstances pursuant to Section 2.7 of this Agreement shall receive compensation at the Hourly Rate.
- 3.2. CSO Recording of Time Worked. CSOs shall record all time worked on documentation created and provided by the Court (the "Time Record").
- 3.3. Review of CSO Time Worked. CSOs shall submit a Time Record to a Court Justice by the end of the month. The Court Justice shall review the Time Record and, if there are no entry disputes, sign the Time Record. The Court Justice shall ensure that Town receives the signed Time Record within five (5) calendar days of the end of the month. Time Record disputes shall be resolved by holding a meeting between the CSO, the Court Justice, the Designee, and a Town personnel selected by Town within thirty (30) calendar days of the Court Justice identifying a dispute.
- 3.4. Payment of CSOs. CSOs shall receive payment for services performed pursuant to this Agreement on a monthly basis, no later than the fourteen (14) calendar days from the end of a month for the work performed on a Time Record signed by a Court Justice, from Town pursuant to the rate set forth in Section 3.1 of this Agreement.

- 3.5. CSO Work Assignments. CSOs shall receive work assignments directly from the Designee. Court shall promptly notify the Designee of any changes to the established Court calendar. Following a Court calendar change notification, the Designee shall communicate with the Court regarding the calendar amendments. The Designee shall promptly notify the Court of any CSO work assignment changes.
- 3.6. CSO Duties. CSO shall provide court security services in accordance with PDPD policies and procedures and in accordance with this Agreement.
- 3.7. CSO Performance of Services. CSOs shall at all times abide by the directions of PDPD in the performance of CSO services pursuant to this Agreement. Deviations from the standards and practices shall be reported to the Designee to be reviewed and handled in accordance with PDPD policies and procedures.
- 3.8. Reportable Incidents. CSOs shall make detailed written records of all reportable incidents that occur at the Court. CSOs shall provide the written record to the Designee within twenty-four (24) hours of the reportable incident, such that the Designee can review the written record pursuant to Section 2.8 of this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

- 4.1. Representations and Warranties of Village. Village represents and warrants that CSOs shall be qualified candidates with sufficient training to provide the services pursuant to this Agreement. Village represents and warrants that Village is authorized to enter into this Agreement and that person executing this Agreement on behalf of Village has been authorized with the authority to do.
- 4.2. Representations and Warranties of Town. Town represents and warrants that the Court has and will continue to have need of Village coordinated CSOs to provide security for the Court. Town represents and warrants that Town is authorized to enter into this Agreement and that the person executing this Agreement on behalf of Town has been authorized with authority to do so.

5. MISCELLANEOUS.

- 5.1. Amendments. This Agreement may only be modified by an instrument in writing executed by both Parties hereto.
- 5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, which alone fully and completely expresses their Agreement. This Agreement supersedes any and all prior commitments, agreements, representations, and understandings, whether oral or written, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreement or discussions of the Parties.

- 5.3. Construction. This Agreement is between Parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the Party which prepared the instrument or drafted any portion thereof, the relative bargaining powers of the Parties, or the domicile of any Party.
- 5.4. Assignment. This Agreement may not be assigned by either Party, except by an instrument in writing executed by both Parties hereto.
- 5.5. Insurance. Each Party shall obtain and maintain for the duration of this Agreement insurance policies, including but not limited to, general liability, in amounts typical in the industry and services contemplated by this Agreement. Each Party shall ensure that the other is listed as an additional insured on said insurance policies.
- 5.6. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party, and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including attorneys' fees and costs, actually or allegedly, directly or indirectly, resulting from or arising out of the indemnifying party's performance of obligations pursuant to this Agreement, including but not limited to any wrongful or negligent act, error, or omission of the indemnifying party.
- 5.7. Governing Law; Venue. The provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the State of New York. Exclusive venue for any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof shall be brought in federal or state court in Broome County, New York.
- 5.8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Agreement may be executed by facsimile signature or electronic signature, which such signatures shall be deemed original.
- 5.9. Headings. The headings contained in this Agreement are for convenience and reference only. They shall not define, limit, or construe the contents of any provisions.
- 5.10. Severability. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Village Water Consumption for : Feb-25

Read dates:	Binghamton meter	Fenton Large	Fenton Small
2/28/2025	18981	40942940	9236822
1/31/2025	18926	40652619	9149199
Usage	255	290321	87623

Total cubic ft: 378199

Read dates:	Town of Fenton Sewer Readings
2/28/2025	55105300
1/31/2025	55061100

Total 44200 cu. ft.

Read dates:	Wayne Ave.	sewer station readings (hours):		
		Pump1	Pump 2	Pump 3

2/28/2025	7391	20530	18459
1/31/2025	7368	20504	18436
Totals	23	26	23

Total hrs. 72



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below (the "Effective Date").

VILLAGE OF PORT DICKINSON

TOWN OF DICKINSON

Kevin M. Burke, Mayor
Date: _____

Michael Marinaccio, Supervisor
Date: _____

Police Department Monthly Report

Report Month:	February	Police Commissioner:	Trustee J. DeGennaro
Report Year:	2025	Chief:	Scot McDonald
Report Date:	03/04/2025	Deputy Village Clerk:	Corina M. Beames

Total Complaints Received:80 (112)

- Med calls-8
- PDFD-2
- Assistance rendered-4
- Harassment-1
- Domestic-3
- Check welfare-5
- Mental health-1
- MVAPD-1
- MVA/injury-1
- Building checks-3
- Person's annoying-2
- Dispute-2
- Suspicious-1
- Traffic stop-2
- DV-3

Parking tickets issued-23

Miscellaneous-18 *Includes Assist other agencies, Lockouts, Alarms, Animals, Traffic lights, Information, code enforcement, special details, vacant properties , and Etc.

491 start mileage:30,242
Ending mileage 30,281
Total:39

492 start mileage: 84,167
Ending mileage 85,462
Total:295

**Report of the
CHIEF
February 2025**



Alarms

ALARMS		RESPONSE		TIMES	
Fire	11	Avg Members Response (F)	2.18	Med Avg	1
EMS	9	Avg Alarm to Response	1.00	0700-1500	6
Standby		Avg Alarm to Arrival	5.00	1500-2300	10
Total	20	Total Time in Service (hh:mm)	6:15	2300-0700	4
MUTUAL AID		LOCATION		DOLLAR LOSS/VALUE	
Given	6	Village of Port Dickinson	9	Fire Loss	
Received	2	Town of Dickinson	5	\$101,000	\$11,000
Engine 94		Town of Fenton	5	Property Saved	
No Tone		Town of Chenango		\$60,000	\$60,000
		Town of Kirkwood			
		City of Binghamton	1		
		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	1	4	444	Power Line Down		
114	Chimney Fire			4441	Power/Cable Line Down		
131	Passenger Vehicle fire			445	Arcing electrical equipment		
142	Brush Fire			520	Water Problem, other		1
150	Outside Rubbish Fire			550	Public Service Assistance		
212	Overpressure Steam Boiler			571	Standby/Moveup		1
311	Medical Assist, Assist EMS	3	4	611	Dispatched, Canceled enroute		
3001	EMS Incident, No Response	8	17	651	Smoke Scare, Odor of Smoke		
321	EMS Incident, Except MVA	1	2	700	False Call, False Alarm, Other		
322	MVA w/ Injury		1	714	False Alarm - Malicious		
323	Vehicle vs Ped Accident			735	Alarm Activation - Malfunction		
324	MVA w/out Injuries			745	Alarm Activation - Unintentional	4	7
350	Rescue/Extrication, other			746	CO Alarm Activation, No CO	2	2
355	Confined Space Rescue			800	Severe Weather, other		

412	Gas Leak (NG or LPG)			813	Windstorm Assessment		
4121	Gas Leak, no leak found	1	2				
424	Carbon Monoxide Incident						
440	Electrical/Wiring Problem				TOTAL	20	41

Report of the Chief
February 2025



TRAINING

SUMMARY	Training Hours Offered	Average Members Present	Total Man Hours
February	6	7	46
YTD Totals	14	8	110
Non Department 35 Training			

Wk	Date	Lesson	Training Hours Offered	Members Present	Total Man Hours
	2/3/2025	SOP Review, OSHA Makeup	2	10	20
	2/10/2025	Monthly Meeting		5	0
	2/17/2025	Vehicle Maintenance - Funeral Prep	2	6	12
	2/24/2025	CPR Refresher	2	7	14