

**VILLAGE OF PORT DICKINSON**  
**Village Board Meeting Agenda**  
**December 10, 2013**  
**6:00 pm**  
**Port Dickinson Elementary School**

CALL TO ORDER

APPROVAL OF MINUTES: November 12, 2013 meeting

PUBLIC PARTICIPATION:

TREASURER'S REPORT:

AUDIT & PAYMENT OF CLAIMS:

1. No. as listed on the Abstract of Unaudited vouchers for the General Fund for \$
2. No. as listed on the Abstract of Unaudited vouchers for the Water Fund for \$
3. No. as listed on the Abstract of Unaudited vouchers for the Sewer Fund for \$

COMMUNICATIONS:

1. Notice from NYS Insurance Fund – Cancellation of Certificate of Workers Comp Insurance for Rapp Signs, Inc.
2. Notice from NYS Insurance Fund – Cancellation of Certificate of Workers Comp Insurance for Kent D. Peters

COMMITTEE REPORTS:

Administration/Community Association – Michael Blakeslee  
Parks/Water/Sewer – Robert Aagre, Trustee  
Planning – none  
Public Safety – Richard T. Felo, Trustee  
Public Works – Michael Cashman, Trustee  
Zoning Board of Appeals – none

OLD BUSINESS:

RESOLUTIONS FOR APPROVAL:

1. Resolution approving Mayor's reappointment of Herbert Kline as Village Attorney for a term to expire December 31, 2014 and Jeffrey A. Jacobs as Deputy Village Attorney for a term to expire December 31, 2014.
2. Resolution approving the Mayor's appointment of William Broderick as Building Inspector for a one-year term to expire December 31, 2014.
3. Resolution approving the Mayor's appointment of John Broughton as Code Enforcement Officer for a one-year term to expire December 31, 2014
4. Resolution approving Mayor's reappointment of Corina Beames as Deputy Village Clerk for a term to expire December 31, 2014
5. Resolution approving Mayor's reappointment of Robert Blakeslee and Roger Shaller as Village Historians for a term to expire December 31, 2014
6. Resolution approving Mayor's reappointment of Peter Dionne as member of the Planning Board for a term to expire December 31, 2018.
7. Resolution approving Mayor's reappointment of Elizabeth Donahue as member of the Zoning Board of Appeals for a term to expire December 31, 2018.

8. Resolution reaffirming mayoral appointment of ad hoc members for the Zoning Board of Appeals - Ryan Grace and Patrick Harrington, and Planning Board – Charles Harding.
9. Resolution approving Robert Shields, Edward Corcoran, Robert Aagre as members to the Tree Board.
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 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
12. Resolution appointing the Press & Sun-Bulletin as the official newspaper for 2013, 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.
13. Resolution naming all commercial banks in Broome County as depositories for Village funds.
14. Resolution reaffirming the Village Hall Use Policy adopted 10/8/2002.
15. Resolution reaffirming the Village Employee Personnel Policy adopted 11/12/2002 as amended.
16. 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.
17. Resolution establishing reimbursement of travel and mileage expenditures incurred in 2014 for travel and use of private vehicles on Village business at the Internal Revenue Service (IRS) rates prescribed for 2014.
18. Resolution authorizing payment in advance of audit on claims for public utility services and postage.
19. Resolution setting the date for the next organization meeting as December 09, 2014.
20. Resolution authorizing the Mayor and Trustees to attend any and all meetings of the Broome County Association of Towns & Villages.
21. 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.
22. Resolution renewing the agreement with Phelps Creek Associates for lawn mowing and snow removal if the property owner does not do so within time allowed.
23. Resolution renewing the agreement with Whitesell Enterprises, LLC d/b/a Dick's Garage for the calendar year of 2014.
24. Resolution renewing the agreement with SUNCO HOLDING CORP. d/b/a U SAVE TOWING AND RECOVERY, with offices located at 339 Front Street, Binghamton, NY 13901, hereinafter referred to as "U SAVE."
25. Resolution approving the Village Hall Use Policy.

#### NEW BUSINESS/DISCUSSION:

1. Deputy Mayor appointments for 2013
  - 1<sup>st</sup> Quarter –
  - 2<sup>nd</sup> Quarter –
  - 3<sup>rd</sup> Quarter –
  - 4<sup>th</sup> Quarter –
2. Committee Assignments for 2014
  - Administration/Community Association –
  - Parks/Water/Sewer –
  - Public Safety –
  - Public Works –

ADJOURNMENT

## AGREEMENT

This agreement, made and entered into as of the 1<sup>st</sup> day of January, 2014 between **VILLAGE OF PORT DICKINSON**, mailing address c/o Village Clerk, 786 Chenango Street, Binghamton, NY 13901, hereinafter referred to as “Village” and **WHITESELL ENTERPRISES, LLC d/b/a Dick’s Garage**, with offices located at 70 Robinson Street, Binghamton, NY 13901, hereinafter referred to as “Dick’s.”

WITNESSETH:

In consideration of the promises and mutual covenants hereinafter expressed, it is hereby agreed by and between the parties as follows:

1. The term of this contract shall be for calendar year **2014**, and may be renewed upon the same terms and conditions contained herein for an additional one year period upon written notice mailed to Dick’s at least 30 days prior to the expiration of the original term hereof.
2. During such term, or any renewal thereof, Dick’s agrees, when requested to do so by the appropriate Village official:
  - a. To remove, tow and store at their garage, for a period not to exceed 60 days, abandoned vehicles as defined under Vehicle and Traffic Law Section 1224(b), and
  - b. To remove, tow and storage at their garage, parked or abandoned vehicles as defined under Village Code Section 60-21 et seq, and
  - c. To remove, tow and store at their garage unlawfully operated vehicles seized pursuant to Vehicle and Traffic Law Section 511-b
  - d. To remove, tow and store at their garage, disabled vehicles involved in an accident in the Village in a non-custodial situation
3. **If such removal is pursuant to said Vehicle and Traffic Law section 1224** in consideration of Dick’s faithful, full and satisfactory performance of all towing services described above, the Village hereby assigns to Dick’s its cause of action for removal and storage costs, under Vehicle and Traffic Law Section 1224 , against the last owner of each abandoned vehicle. Dick’s agrees to issue a written receipt to the last owner of any abandoned/parked vehicle towed by Dick’s for removal and storage costs paid to/collected by Dick’s and to mail or deliver a copy of said receipt to the Village within five (5) business days of any such payment/collection. If the last owner of an abandoned/parked vehicle fails to pay Dick’s for removal and storage costs within ten (10) days, Dick’s agrees to reassign to the Village its Vehicle and Traffic Law Section 1224 cause of action for removal and storage costs and said vehicle will be sold by the Village. In such event, the Village agrees to pay Dick’s \$75.00 for each abandoned/parked vehicle towed by Dick’s during regular business hours and sold by the Village and \$100.00 for each abandoned/parked vehicle towed by Dick’s on evenings or weekends and storage charges of \$35.00 per day. Additionally, should it be necessary to transport such vehicles from its garage to

any other destination, Dick's agrees to perform such service upon the Village's request at the rate of \$5.00 per one way mile. Any payment hereunder shall be made only after Dick's proper completion and submission of a Village voucher for services rendered hereunder to the Village Board pursuant to Village Law Section 5-524. Additionally, should it be necessary to transport such vehicles from its garage to any other destination, Dick's agrees to perform such service upon the Village's request at the rate of \$5.00 per one way mile.

4. **If such removal is pursuant to said Village Code section 60-21 et seq** in consideration of Dick's faithful, full and satisfactory performance of all towing services described above, the Village hereby assigns to Dick's its cause of action for removal and storage costs, under Village Code section 60-21 et eq against the last owner of each such vehicle. Dick's agrees to issue a written receipt to the last owner of any such vehicle towed by Dick's for removal and storage costs paid to/collected by Dick's and to mail or deliver a copy of said receipt to the Village within five (5) business days of any such payment/collection.
5. **If such removal is pursuant to said Vehicle and Traffic Law section 511-b** in consideration of Dick's faithful, full and satisfactory performance of all towing services described above, Dick's shall be entitled to seek payment for removal and storage costs from the registered owner of said vehicle.
6. **If such removal relates to a vehicle involved in an accident in the Village in a non-custodial situation** in consideration of Dick's faithful, full and satisfactory performance of all towing services described above, Dick's shall be entitled to seek payment for removal and storage costs from the registered owner of said vehicle.
7. Dick's agrees to fully indemnify, defend, save and hold harmless the Village, and all of its departments, bureaus, divisions, boards, officers and employees from and against any and all claims, costs, damages, expenses, charges, risks, losses, lawsuits, judgments, executions, penalties, fines, assessments or any other liability of any type arising out of, occurring in connection with, or resulting from any and all services performed by Dick's pursuant to this contract.
8. Dick's also agrees to procure and maintain at its own cost and expense during the term of this contract or any renewal thereof Comprehensive General Liability Insurance with a contractual liability endorsement and a combined single limit of not less than \$1,000,000.00. Dick's also agrees to name the Village of Port Dickinson as an additional insured on the policy(ies) of insurance providing such coverage at no extra cost to the Village. Dick's agrees to attach to this agreement, a Certificate of Insurance evidencing such coverage and naming the Village as additionally insured, prior to providing any services pursuant to this contract.

IN WITNESS WHEREOF, the Village of Port Dickinson has caused its corporate seal to be affixed hereto and these presents to be signed by Kevin Burke, its Mayor, duly authorized to do so, and to be attested by Susan Fox, Village Clerk, and the said Whitesell Enterprises, LLC has caused these presents to be signed by Timothy P. Whitesell, its sole member, on the day and year first above written.

VILLAGE OF PORT DICKINSON

By:

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KEVIN BURKE, Mayor

ATTESTED:

SUSAN FOX  
Village Clerk

WHITESELL ENTERPRISES, LLC

By:

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TIMOTHY P. WHITESELL,

## AGREEMENT

This agreement, made and entered into as of the 14th day of January, 2014 between **VILLAGE OF PORT DICKINSON**, mailing address c/o Village Clerk, 786 Chenango Street, Binghamton, NY 13901, hereinafter referred to as "Village" and **SUNCO HOLDING CORP. d/b/a U SAVE TOWING AND RECOVERY**, with offices located at 339 Front Street, Binghamton, NY 13901, hereinafter referred to as "U SAVE."

WITNESSETH:

In consideration of the promises and mutual covenants hereinafter expressed, it is hereby agreed by and between the parties as follows:

1. The term of this contract shall be for calendar year **2014**, and may be renewed upon the same terms and conditions contained herein for an additional one year period upon written notice mailed to U SAVE at least 30 days prior to the expiration of the original term hereof.
2. During such term, or any renewal thereof, U SAVE agrees, when requested to do so by the appropriate Village official:
  - a. To remove, tow and store at their garage, for a period not to exceed 60 days, abandoned vehicles as defined under Vehicle and Traffic Law Section 1224(b), and
  - b. To remove, tow and storage at their garage, parked or abandoned vehicles as defined under Village Code Section 60-21 et seq, and
  - c. To remove, tow and store at their garage unlawfully operated vehicles seized pursuant to Vehicle and Traffic Law Section 511-b
  - d. To remove, tow and store at their garage, disabled vehicles involved in an accident in the Village in a non-custodial situation
3. **If such removal is pursuant to said Vehicle and Traffic Law section 1224** in consideration of U SAVE faithful, full and satisfactory performance of all towing services described above, the Village hereby assigns to U SAVE its cause of action for removal and storage costs, under Vehicle and Traffic Law Section 1224, against the last owner of each abandoned vehicle. U SAVE agrees to issue a written receipt to the last owner of any abandoned/parked vehicle towed by U SAVE for removal and storage costs paid to/collected by U SAVE and to mail or deliver a copy of said receipt to the Village within five (5) business days of any such payment/collection. If the last owner of an abandoned/parked vehicle fails to pay U SAVE for removal and storage costs within ten (10) days, U SAVE agrees to reassign to the Village its Vehicle and Traffic Law Section 1224 cause of action for removal and storage costs and said vehicle will be sold by the Village. In such event, the Village agrees to pay U SAVE \$75.00 for each abandoned/parked vehicle towed by U SAVE during regular business hours and sold by the Village and \$100.00 for each abandoned/parked vehicle towed by U SAVE on

evenings or weekends and storage charges of \$35.00 per day. Additionally, should it be necessary to transport such vehicles from its garage to any other destination, Dick's agrees to perform such service upon the Village's request at the rate of \$5.00 per one way mile. Any payment hereunder shall be made only after Dick's proper completion and submission of a Village voucher for services rendered hereunder to the Village Board pursuant to Village Law Section 5-524. Additionally, should it be necessary to transport such vehicles from its garage to any other destination, Dick's agrees to perform such service upon the Village's request at the rate of \$5.00 per one way mile.

4. **If such removal is pursuant to said Village Code section 60-21 et seq** in consideration of U SAVE faithful, full and satisfactory performance of all towing services described above, the Village hereby assigns to U SAVE its cause of action for removal and storage costs, under Village Code section 60-21 et eq against the last owner of each such vehicle. U SAVE agrees to issue a written receipt to the last owner of any such vehicle towed by U SAVE for removal and storage costs paid to/collected by U SAVE and to mail or deliver a copy of said receipt to the Village within five (5) business days of any such payment/collection.
5. **If such removal is pursuant to said Vehicle and Traffic Law section 511-b** in consideration of U SAVE faithful, full and satisfactory performance of all towing services described above, U SAVE shall be entitled to seek payment for removal and storage costs from the registered owner of said vehicle.
6. **If such removal relates to a vehicle involved in an accident in the Village in a non-custodial situation** in consideration of U SAVE faithful, full and satisfactory performance of all towing services described above, U SAVE shall be entitled to seek payment for removal and storage costs from the registered owner of said vehicle.
7. U SAVE agrees to fully indemnify, defend, save and hold harmless the Village, and all of its departments, bureaus, divisions, boards, officers and employees from and against any and all claims, costs, damages, expenses, charges, risks, losses, lawsuits, judgments, executions, penalties, fines, assessments or any other liability of any type arising out of, occurring in connection with, or resulting from any and all services performed by U SAVE pursuant to this contract.
8. U SAVE also agrees to procure and maintain at its own cost and expense during the term of this contract or any renewal thereof Comprehensive General Liability Insurance with a contractual liability endorsement and a combined single limit of not less than \$1,000,000.00. U SAVE also agrees to name the Village of Port Dickinson as an additional insured on the policy(ies) of insurance providing such coverage at no extra cost to the Village. U SAVE agrees to attach to this agreement, a Certificate of Insurance evidencing such coverage and naming the Village as additionally insured, prior to providing any services pursuant to this contract.



IN WITNESS WHEREOF, the Village of Port Dickinson has caused its corporate seal to be affixed hereto and these presents to be signed by Kevin Burke, its Mayor, duly authorized to do so, and to be attested by Susan Fox, Village Clerk, and the said Sunco Holding Corp. has caused these presents to be signed by Jeffrey Peabody, its sole member, on the day and year first above written.

VILLAGE OF PORT DICKINSON

By:

\_\_\_\_\_

KEVIN BURKE, Mayor

ATTESTED:

SUSAN FOX  
Village Clerk

SUNCO HOLDING CORP. d/b/a  
U Save Towing & Recovery

By:

\_\_\_\_\_

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**POLICY ON PUBLIC USE OF VILLAGE HALL  
SECOND FLOOR MEETING ROOM**

Adopted by the Village Board of Trustees on December 10, 2013

The Meeting Room is available for use by community organizations, businesses, and individuals. The Meeting Room is not available for these purposes: sale or promotion of business products or services; religious proselytization; political campaign activities; any event for which an admission fee is charged; or any use or manner of use prohibited by law. Such prohibited uses do not limit or exclude other uses which may be prohibited by the Village. Restriction of political campaign activities is not intended to restrict use of the facilities by elected or appointed officials for Village meeting purposes or any other Village-related business. Granting permission for the use of the facilities does not imply Village approval of the group or of the ideas presented at the meeting.

1. Use of the Meeting Room is scheduled through the Village office at 771-8233 (fax 771-8235) from 8:00 a.m. to 4:00 p.m., Monday through Friday. Reservations will be taken no more than 90 days in advance of the reservation date and are on a first come, first served basis with the exception that Village use always takes priority. Please note that the Meeting Room is not available any Monday evenings. Groups and individuals wishing to use the Meeting Room shall first apply to the Village Office on the prescribed Application Form attached hereto.
2. The Meeting Room is available from 8:00 a.m. to 9:00 p.m. daily. The Village Hall must be vacated by 9:00 p.m.
3. The Village charges a \$25.00 non-refundable fee for the use of the Meeting Room, which fee may be waived for any religious, civic, educational or philanthropic organization which is resident or located in the Village. Any waiver of the fee shall not imply that the fee will be waived upon any future request or on a continuing basis. Payment of the fee may be made in cash, or by check made payable to the order of the Village of Port Dickinson at least 1 week in advance of the requested reservation date. Payment must be submitted before any reservation is considered final. Submission of payment implies agreement to abide by the Meeting Room use policy.
4. The Meeting Room may be used by groups of up to 75 persons. The actual number of people that the Meeting Room can accommodate may vary with different table and chair arrangements. Any group with youth under age 18 years old requires the presence of adequate adult supervision at all times.
5. Smoking or use of any tobacco product is not permitted. Alcoholic beverages are not permitted. All posted rules and regulations must be adhered to.
6. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.

7. Groups are responsible for bringing their own supplies and should not use Village supplies nor ask the Meeting Room staff to provide needed supplies. Any group which does not leave the Meeting Room by 9:00 p.m. (or other closing time), fails to leave the room in satisfactory condition, or damages the premises may be billed for the cost of clean-up and/or damages. If any such bill is not paid or if noncompliance persists, then the group will not be allowed to use the Meeting Room in the future.
8. Any damage to the premises will be promptly repaired by the Village at the user's expense. No exceptions. If maintenance personnel are not available, the user must make sure all doors are locked and lights are turned out when leaving.
9. Permits may be revoked at any time.
10. The telephone number for all emergencies is 911 and Port Dickinson Police can be contacted at 722-1255. The appropriate authority must be contacted in the event of an emergency.
11. Groups or individuals wishing to use the Meeting Room must obtain and present to the Village Clerk, prior to use of the Meeting Room, a Certificate of Insurance evidencing the requirements listed below. The failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village. **Failure to provide the required Certificate of Insurance prior to use will result in revocation of your permit.**

Commercial Users:

The user hereby agrees to effectuate the naming of the Village as an unrestricted additional insured on the user's policy.

A. The policy naming the Village as an additional insured shall:

- (i) be an insurance policy from an A.M. Best rated A - NYS licensed insurer;
- (ii) contain a 30-day notice of cancellation;
- (iii) state that the organization's coverage shall be primary coverage for the Village, the Board of Trustees, employees and volunteers; and
- (iv) additional insured status shall be provided with ISO endorsement CG2026 or its equivalent.

B. The user agrees to indemnify the Village for any applicable deductibles.

C. Enclose a copy of the endorsement providing additional insured status.

D. Required insurance: Commercial General Liability Insurance, \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate.

E. User acknowledges that failure to obtain such insurance on behalf of the Village constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village.

Individuals:

Homeowners Insurance. Section Two - Liability: \$100,000.00 limit of liability.

Policy shall not exclude the off-premises activities of the insured.

12. Any questions regarding interpretation of this policy shall be referred to the Village Board of Trustees at their next regularly scheduled meeting. In the event that the

reservation date requested will be prior to such regularly scheduled meeting, then the Mayor, his or her designee, or the Village Clerk, in their sole discretion, shall have the authority to respond to questions regarding interpretation of this policy.

Village of Port Dickinson  
786 Chenango Street  
Binghamton, NY 13901  
Phone: 771-8233  
Fax: 771-8235

**APPLICATION FOR USE OF VILLAGE HALL  
SECOND FLOOR MEETING ROOM**

Today's Date: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

**INFORMATION ABOUT YOU OR YOUR GROUP**

Name of Organization or Individual: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_. Your supervisor in charge: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Night): \_\_\_\_\_

**INFORMATION ABOUT YOUR INTENDED USE OF THE VILLAGE HALL**

Purpose of Use: \_\_\_\_\_

Total Number of Participants Expected: \_\_\_\_\_ Adults: \_\_\_\_\_ Children: \_\_\_\_\_

Is material or equipment required from the Village? Yes \_\_\_\_\_ No \_\_\_\_\_

If needed, state what types and for what purpose: \_\_\_\_\_

Residents (Number): \_\_\_\_\_ Non-Residents (Number): \_\_\_\_\_

**AGREEMENT**

The undersigned is over 21 years of age and has read this form and the attached Policy on Public Use of the Village Hall Second Floor Meeting Room and agrees to comply with them. He/she/said organization agrees to be responsible to the Village for the use and care of the Meeting Room. He/she/said organization does hereby covenant and agree to defend, indemnify and hold harmless the Village from and against any and all liability, loss, damages, claims, or actions (including without limitation costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Meeting Room.

\_\_\_\_\_  
Signature of Organization's Representative

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Telephone: \_\_\_\_\_

**READ ATTACHED POLICY ON PUBLIC USE AND RETURN COMPLETED APPLICATION TO THE VILLAGE CLERK.**