

August 17, 2026 – WORK SESSION & REGULAR MEETING

The Work Session and Regular Meetings of the Town of Dickinson Town Board were called to order with the pledge of allegiance by Supervisor Michael A. Marinaccio at 5:30 PM on Monday, August 17, 2026, in the Town Hall, 531 Old Front Street, Binghamton, New York.

This is the second of the regular meetings which begins the summer schedule of July, August and September combining our Work Session with the Regular Meeting on the second Monday of those months with a start time of 5:30 P.M.

The members of the Town Board present were:

**Michael A. Marinaccio, Supervisor
Stephen M. Gardner, Councilperson
Sharon M. Exley, Councilperson
Thomas J. Burns, Councilperson
Danny F. Morabito, Councilperson**

Also attending:

**Keegan Coughlin, Esq., Town Attorney
Wendi Evans, Town Clerk
Public Works Commissioner Joel Kie,
1 Guest**

TOWN SUPERVISOR'S MONTHLY REPORT

August 17, 2026

Moment of silence: Please join me in a moment of silence and prayer as we remember the loss of Randy Wike, husband of our former administration assistant, Bev Wike.

1. I Reviewed the monthly town credit card statement and did not find any issues.
2. Our sales tax distribution for the second quarter is \$325,850.71
3. Hotel occupancy taxes received for this quarter is: Micro-Tel, \$17,102.20, Red Roof Inn, \$5,960.60, Fairfield, \$16,418.08, Hillside, \$390.03. Total-\$39,870.91. To Date: \$48,116.30.
4. Jail revenue for out of county inmates for the second quarter is \$58,719.36.
5. I received acknowledgement of my letter to Assemblyman Angelino requesting the extension of the hotel occupancy tax when the current law expires in 2027.
6. Regal Cinemas is once again challenging their property assessment. The case has been assigned to the Honorable Joseph A. McBride, Supreme Court.
7. Our public works department is monitoring the drug paraphernalia, trash and other issues at our park which is coming from residents living at the hotel. Pictures are being taken and being placed in a file for future use.
8. Sharon, Joel, Danny and I attended the BC Resiliency Plan meeting which was held at BOCES. We reviewed disruptive events such as flooding, severe storms, extreme heat and other natural hazards that impact our municipalities and what is needed to help mitigate these hazards, such as equipment, manpower, etc.
9. Sharon, Danny and I attended the Town of Union Work session on Aug. 12 to discuss the continued issue with their method of billing for water sent to our town. Both sides discussed their concerns as we were in executive session. The next day

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I heard from Supervisor Mack who stated that we could pay at the rate we requested which was \$11.00 plus, but we would have to make up the difference to equal around \$13,000. our offer equaled around \$8900. I believe that we will receive one more water usage bill from Union then JC will take over and the rate will be much lower.

10. Passport day will be Sept. 16th from 5-7 p.m.

Town of Dickinson Code Enforcement Office. **(see full report on website)** **SUMMARY FOR AUGUST**

Violations: 13 (113 year to date)

Appearance Tickets: 1 (7 year to date)

Permits/Licenses: 25 (\$5165.20 year to date)

Inspections: 43

Complaints/Enforcement: 7 (year to date 80)

NYSEG

No notices received regarding unpaid utility bills

Zoning Board:

No meetings

Planning Board:

Planning board met on July 27 to begin a site plan review of the used car lot across from the town hall. I am very impressed with our planning board members and the various questions and points of interest that they displayed. No final decision has been made yet.

Town of Dickinson / Village of Port Dickinson

Dog Control Officer Monthly Report

July 2026

During the month of July 2026, the Dog Control Office continued providing animal control services for the Town of Dickinson and the Village of Port Dickinson. Duties included responding to complaints involving stray and loose dogs, transporting dogs to the shelter when necessary, investigating violations of New York State Agriculture and Markets Law and local ordinances, issuing enforcement actions when appropriate, assisting residents with dog licensing and compliance questions, and coordinating with neighboring municipalities and agencies on matters outside the jurisdiction of this office.

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In addition to field responses, the Dog Control Office continued to devote significant time to public education and administrative responsibilities. This included answering resident inquiries, providing guidance on animal-related concerns, processing and responding to email correspondence, making follow-up telephone calls regarding active complaints, and conducting proactive outreach to owners with overdue dog licenses in an effort to obtain voluntary compliance before enforcement action became necessary.

Activity Summary

- **6** Stray Dog Calls Received
- **4** Dogs Transported to the Shelter
- **65** Miles Traveled Using the Fenton Dog Control Vehicle
- **6** Calls Pertaining to Other Animals
- **35** Calls Redirected to Other Municipalities or Appropriate Agencies
- **63** Incoming Phone Calls Received
- **95** Outgoing Phone Calls Made (Including Follow-Up Investigations and Past-Due License Reminder Calls)
- **6** E-mails Received
- **6** E-mails Sent
- **3** Tickets Issued

The increase in telephone activity reflects continued follow-up on active cases, complaint investigations, and licensing compliance efforts. Many contacts involved providing residents with information regarding Dog Control jurisdiction, directing callers to the appropriate agencies for wildlife and animal cruelty concerns, and educating dog owners on applicable New York State laws and local requirements.

Next meeting is scheduled for, September 14,2026, 5:30 pm, work session/regular meeting. This will be our last summer schedule meeting.

On Motion from Councilperson Gardner, seconded by Councilperson Morabito to approve paying the final Town of Union water bill in the amount of \$21,487.20.

Vote Ayes- 5, Nays-0, Absent-0.

**Supervisor Marinaccio voting Aye
Councilperson Gardner voting Aye
Councilperson Exley voting Aye
Councilperson Morabito voting Aye
Councilperson Burns voting Aye**

Unanimously passed and noted as duly adopted.

PUBLIC COMMENTS

No Comments

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COMMITTEE REPORTS

- **HIGHWAY**

Councilperson Morabito commented that they have been out sweeping the streets with the sweeper and also cleaning the catch basins.

- **WATER/SEWER**

Councilperson Exley commented that as a result from the Resiliency meeting Commissioner Kie had set up a meeting with Sharmayne Brown to look into grants for Chenango Shores area. Depending on what they find with the preliminary investigation it may include the whole town. They will be working on a quote and will let us know when they have completed that.

FINANCE

JUSTICE COURT REPORT

Councilperson Gardner made a motion to accept the **June 2026** Monthly Financial Report for the **Town Court** in the amount of **\$20,582.00** seconded by Councilperson Exley. All in favor.

Councilperson Gardner made a motion to accept the **July 2026** Monthly Financial Report for the **Town Court** in the amount of **\$19,033.00** seconded by Councilperson Exley. All in favor.

SUPERVISOR'S MONTHLY FINANCIAL REPORT

Councilperson Gardner made a motion to approve the **July 2026 Supervisor monthly report** in the amount of **\$2,254,147.91.** seconded by Councilperson Morabito. All in favor.

TOWN CLERK MONTHLY FINANCIAL REPORT

Councilperson Gardner made a motion to accept the **July 2026 Monthly Financial Report** for the **Town Clerk** in the amount of **\$2,217.25.** seconded by Councilperson Burns. All in favor.

- **PERSONNEL**

Nothing to report

- **PLANNING/ZONING**

Planning board meeting including a Public Hearing to be held August 31st @ 5:00

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ABSTRACTS FOR APPROVAL

On Motion from Councilperson Gardner, seconded by Councilperson Exley to approve **abstract # 8**, dated **August 17, 2026**, in the amount of **\$132,614.88** Vote Ayes- 5, Nays-0, Absent-0.

Supervisor Marinaccio voting Aye
Councilperson Gardner voting Aye
Councilperson Exley voting Aye
Councilperson Morabito voting Aye
Councilperson Burns Aye

Unanimously passed and noted as duly adopted.

Abstract Summary of Audited Vouchers for Funds respectively in the amount(s) of \$132,614.88.

Voucher #8 for August 2026 in the amount of \$132,614.88.

<u>General Fund</u>	<u>\$52,793.86</u>
<u>Part Town</u>	<u>\$0.00</u>
<u>Highway</u>	<u>\$21,112.08</u>
<u>HE26-BOND (Salt Truck)</u>	<u>\$0.00</u>
<u>Light Districts</u>	<u>\$4,591.71</u>
<u>Sewer Operating Dist.</u>	<u>\$2,022.89</u>
<u>Water Operating Dist.</u>	<u>\$52,094.34</u>

APPROVAL OF MINUTES

On a motion by Councilperson Gardner seconded by Councilperson Exley to approve the **Work Session and Regular Meeting Minutes of July 13, 2026**. All in favor. Vote Ayes – 5, Nays – 0.

Supervisor Marinaccio voting Aye
Councilperson Gardner voting Aye
Councilperson Exley voting Aye
Councilperson Morabito voting Aye
Councilperson Burns- Aye

All in favor.

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ATTORNEY

On Motion from Councilperson Gardner, seconded by Councilperson Exley to approve a
INTERMUNICIPAL AGREEMENT FOR CODE OFFICER AND CODE OFFICE Vote
Ayes- 5, Nays-0, Absent-0.

Supervisor Marinaccio voting Aye
Councilperson Gardner voting Aye
Councilperson Exley voting Aye
Councilperson Morabito voting Aye
Councilperson Burns Aye

Unanimously passed and noted as duly adopted.

INTERMUNICIPAL AGREEMENT FOR CODE OFFICER AND CODE OFFICE THIS AGREEMENT made as of August 17, 2026, pursuant to the New York

General Municipal Law, by and among the Village of Port Dickinson (“Port Dickinson”), a municipal corporation having its principal offices at 786 Chenango Street, Binghamton, NY 13901, and the Town of Dickinson (“Dickinson”), a municipal corporation having its principal offices at 531 Old Front Street, Binghamton, NY 13905, collectively the “Parties”.

WHEREAS, Port Dickinson and Dickinson, in order to carry out their respective duties related to Code Enforcement, desire to enter into an agreement to facilitate the same in light of their shared Code Officer; and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into Inter-municipal agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis; and

WHEREAS, Port Dickinson and Dickinson desire to enter into such an Inter-municipal Agreement; and

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WHEREAS, Port Dickinson desires to utilize Dickinson's Code Enforcement Office and Office Hardware for work on Port Dickinson matters; and

WHEREAS, Port Dickinson permanent records are to continue to be stored in Port Dickinson; and

WHEREAS, the Code Enforcement Officer may conduct work for either municipality day to day and while conducting business for either municipality shall be covered under that municipality's insurances; and

NOW THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Dickinson shall make available the Code Officer Office and Office Hardware for use on Port Dickinson's Code Enforcement matters if applicable.
2. Dickinson shall consent to the Code Enforcement Officer during his regular work day for Dickinson conducting matters for Port Dickinson.
3. Port Dickinson shall be responsible for all related costs of printing, postage, and other such costs, relating to their Code Enforcement matters.
4. Additionally, Port Dickinson shall continue to maintain all permanent records in Port Dickinson.
5. Each party warrants and represents to the other that all future training costs of the shared Code Enforcement Officer shall be split between them, subject to future agreement between the Parties.
6. To the extent permitted by law, Port Dickinson shall indemnify, defend and hold harmless, Dickinson, its officers, employees, agents and representatives, from and against all claims, demands, lawsuits, proceedings, judgments,

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losses, costs and expenses, which may be asserted against Dickinson in connection with the activities contemplated by this Agreement, except to the extent such claims, demands, lawsuits, proceedings, judgments, losses, costs and expenses arise solely as a result of the negligence of Dickinson or its employees, representatives and/or agents. This clause shall remain in full force and effect notwithstanding the expiration of the term of this Agreement.

7. To the extent permitted by law, Dickinson shall indemnify, defend and hold harmless, Port Dickinson, its officers, employees, agents and representatives, from and against all claims, demands, lawsuits, proceedings, judgments, losses, costs and expenses, which may be asserted against Port Dickinson in connection with the activities contemplated by this Agreement, except to the extent such claims, demands, lawsuits, proceedings, judgments, losses, costs and expenses arise solely as a result of the negligence of Port Dickinson or its employees, representatives and/or agents. This clause shall remain in full force and effect notwithstanding the expiration of the term of this Agreement.
8. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York. Any lawsuit arising under the terms and conditions of this agreement shall be brought in the Supreme Court of the State of New York for the County of Broome.
9. If any term, covenant, condition or provision of this Inter-municipal Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Inter-municipal Agreement, or the application of such terms or provisions to

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persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant, condition and provision of this Inter-municipal Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent such party from thereafter enforcing such provision or right. The failure by any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.
11. This Agreement shall have a term commencing on the date first written above and ending on December 31, 2026 (“initial term”). The parties shall have the right to extend this Agreement for an additional term upon the mutual agreement, in writing, of all parties prior to the expiration of the initial term.
12. The parties reserve the right to terminate this agreement for convenience, at any time, upon thirty (30) days written notice.
13. No party shall assign, sublet or transfer or otherwise dispose of its interest in this Agreement, without the prior written consent of the other parties.
14. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

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IN WITNESS WHEREOF, the parties have executed this Inter-municipal Agreement
on the date first set forth above.

Village of Port Dickinson

By: _____

Date: _____

Town of Dickinson

By: _____

Date: _____

DEPARTMENT REPORTS:

PUBLIC WORKS – WATER & SEWER

A.) Highway Department

- Commissioner Kie commented that they have been fixing the catch basins for the last few days.
- They will be working on the budget in the next couple of weeks.
- Commissioner Kie explained that regarding the grants for Chenango Shores. They will give us an estimate of what it will cost and then we will need to put that into next year's budget.

B.) PLANNING/ZONING

Nothing to comment

C.) CODE ENFORCEMENT

- Officer Doyle was not in attendance

On a motion by Councilperson Morabito and Seconded by Councilperson Burns to adjourn at 6:07 PM. All in favor.

Respectfully submitted,

Wendi Evans
Town Clerk

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