

# TOWN OF NEW BERLIN TOWN BOARD MEETING

1/9/2023  
6:00PM  
Board Room

Call to order  
Roll call  
Salute to the Flag

Supervisor 6:00PM  
Town Clerk  
Supervisor

## AGENDA

### Reorganizational meeting:

Resolution #1 Appointments-	Motion:	Second:
Resolution #2 Designations-	Motion:	Second:
Resolution #3 Authorizations-	Motion:	Second:
Resolution #4 Petty Cash Funds-	Motion:	Second:
Resolution #5 Compensation Schedule-	Motion:	Second:
Resolution #6 Authorizing the Supervisor to pay budgeted Fire & Ambulance contracts-	Motion:	Second:
Resolution #7 Establishing Monthly Board Meetings-	Motion:	Second:
Resolution #8 Town Committees and Boards and Terms-	Motion:	Second:
Resolution #9 Authorizing the Town of New Berlin to hire David Merzig as their Town Attorney-	Motion:	Second:

Motion to close the Reorganizational meeting: Motion: Second:

### Open discussion for the public:

#### 1. APPROVAL OF MONTHLY MEETING MINUTES:

December 11 2023	MOTION:	SECOND:
December 27 2023	MOTION:	SECOND:

#### 2. ACCEPTANCE OF MONTHLY REPORTS

- ☺ NEW BERLIN POLICE:
- ☺ HIGHWAY:
- ☺ TOWN JUSTICE: attached
- ☺ SNBWD: Attached
- ☺ ASSESSOR: Attached
- ☺ TOWN CLERK: Attached

#### 3. COMMITTEE MINUTES

- PLANNING BOARD/MEETING MINUTES

#### 4. REPORTS: BOARD MEMBER COMMITTEES

- ☺ HIGHWAY- JOHN PARKS
- ☺ BUILDING AND GROUNDS- JOHN PARKS
- ☺ YOUTH PROGRAMS- SARAH WALES-WRIGHT
- ☺ POLICE-
- ☺ AMBULANCE-

5. APPROVAL OF VOUCHERS:

- ☺ ABSTRACT OF VOUCHERS
- ☺ BALANCE SHEET/LOAN FUNDS BALANCE SHEET

6. APPROVAL OF FINANCIAL REPORTS:

- ☺ MONTH END REPORTS
- ☺ REVOLVING LOAN FUNDS

7. OLD BUSINESS:

- ☺ General Code

8. NEW BUSINESS:

- ☺ Accept Council Wendy Rifanburgs Resignation
- ☺ Court Audit
- ☺ Donation Check for Police
- ☺ Amend Part-time PTO in personnel policy
- ☺ Resolution to transfer 4284.32 from TOV into Reserve
- ☺ Title VI training
- ☺ Bid for Building work
- ☺ Bid for electrical in SNBWD
- ☺ Transfer ARPA funds into FX for electrical work
- ☺ Hire Martha Vidler
- ☺ Qrtly mileage report for assessor
- ☺ SPCA Contract

9. CORRESPONDENCE: (FROM /TO)

None

10. ANY OTHER BUSINESS WHICH RELATES TO THE TOWN OF NEW BERLIN:

11. MOTION TO GO INTO EXECUTIVE SESSION, IF NEEDED:

MOTION:

SECOND:

12. MOTION TO GO BACK INTO REGULAR SESSION:

MOTION:

SECOND:

13. MOTION TO ADJOURN THE / / MEETING

MOTION:

SECOND:

**TOWN OF NEW BERLIN**

**RESOLUTION #1 OF 2024 – APPOINTMENTS**

DEPUTY SUPERVISOR	ROY STOCKWELL
DEPUTY TOWN CLERK	CONNIE LEWIS
SUPERINTENDENT OF HIGHWAY	BRANDON KUHN
DEPUTY SUPERINTENDENT OF HIGHWAY	TBD
REGISTRAR OF VITAL STATISTICS	DEBORAH A BARKER
DEPUTY REGISTRAR OF VITAL STATISTICS	CONNIE LEWIS
DOG CONTROL OFFICER	OFFICER ON DUTY NB PD
TOWN ATTORNEY	DAVID MERZIG
BUDGET OFFICER	WENDY RIFANBURG
PART-TIME COURT CLERK	MARTHA VIDLER
HEALTH OFFICER	CHENANGO COUNTY PUBLIC HEALTH
RECORDS ACCESS OFFICERS	DEBORAH A BARKER
	CONNIE LEWIS
TOWN HISTORIAN	WENDY OLDHAM
RECORDS MANAGEMENT OFFICER	DEBORAH A BARKER
COURT OFFICER	BRIAN LOOMIS
PURCHASE ORDER OFFICER	HEADS OF THE DEPARTMENTS
DIRECTOR OF MILLBROOK	CONNIE LEWIS
CODE ENFORCEMENT OFFICER	CHENANGO COUNTY CODE
TAX COLLECTOR	DEBORAH A BARKER
DEPUTY TAX COLLECTOR	CONNIE LEWIS
WATER OPERATOR #1 SNBWD	MATHEW CRIPPEN
WATER OPERATOR #2 SNBWD	IAN OLDHAM
EMERGENCY MANAGEMENT COORDINATOR	WENDY RIFANBURG
FLOOD MAP COORDINATOR	DEBORAH A BARKER
FOIL OFFICER - TOWN	DEBORAH A BARKER
FOIL OFFICER – POLICE	DAVID KAMINSKI
MINORITY BUSINESS OFFICER	DEBORAH A BARKER

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS:            RIFANBURG:            STOCKWELL:            WALES-WRIGHT:

YES:            NO:            ABSTENTION:            ABSENT:

CARRIED:            NOT CARRIED:

(Seal)

DATED:

\_\_\_\_\_  
Deborah A Barker, Town Clerk

**TOWN OF NEW BERLIN**

**RESOLUTION #2 OF 2024 - DESIGNATIONS**

**TOWN DEPOSITORY:** NBT BANK OF NORWICH, NEW BERLIN, NY

**OFFICIAL NEWSPAPER:** NEW BERLIN GAZETTE/THE EVENING SUN

**SIGN OFF BUILDING PERMITS:** CHENANGO COUNTY CODE ENFORCEMENT

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS: RIFANBURG: STOCKWELL: WALES-WRIGHT:

YES: NO: ABSTENTION: ABSENT:

CARRIED: NOT CARRIED:

(Seal)

DATED:

\_\_\_\_\_  
Deborah A Barker, Town Clerk



**TOWN OF NEW BERLIN**

**RESOLUTION #3 OF 2024 - AUTHORIZATIONS**

**TOWN DEPUTY SUPERVISOR:** Is authorized to sign checks and conduct TOWN banking/interest in the absence of the Town Supervisor.

**ALL TOWN BOARD MEMBERS, TOWN SUPERVISOR, TOWN ASSESSOR, TOWN CLERK, TOWN JUSTICE AND SUPERINTENDENT OF HIGHWAYS:**

Are authorized to attend Association of Towns Meeting and all other meetings and seminars associated with their duties. Any meeting seminar or training, that requires a fee or tuition must be approved by the Town Board, one month in advance, in order to receive reimbursement.

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS:            RIFANBURG:            STOCKWELL:            WALES-WRIGHT:

YES:            NO:            ABSTENTION:            ABSENT:

CARRIED:            NOT CARRIED:

(Seal)

DATED:

\_\_\_\_\_  
Deborah A Barker, Town Clerk

**TOWN OF NEW BERLIN**

**RESOLUTION #4 OF 2024 - PETTY CASH FUNDS:**

**WHEREAS,** it is necessary for the Tax Collector to accept payments in cash,

**NOW THEREFORE BE IT HEREBY RESOLVED:** That petty cash funds for the Town Tax Collector be approved for the period beginning 1-1-24 to 12-31-24. The amount of the petty cash funds is set at \$200.00 for the Town Clerk (\$100.00 for petty cash, and \$100.00 for tax collection), \$50.00 for Millbrook and \$200.00 for the Police Department.

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS:            RIFANBURG:            STOCKWELL:            WALES-WRIGHT:

YES:            NO:            ABSTENTION:            ABSENT:

CARRIED:            NOT CARRIED

(Seal)

DATED:

\_\_\_\_\_  
Deborah A Barker, Town Clerk

**TOWN OF NEW BERLIN**

**RESOLUTION #5 OF 2024 – COMPENSATION SCHEDULE**

**WHEREAS**, the Town Board Compensation Schedule for 2024 in accordance with the Town of New Berlin Certified Budget for 2024 is as follows,

(Attached)

**NOW THEREFORE BE IT HEREBY RESOLVED:** by the Town of New Berlin, Town Board, that the Supervisor be authorized to pay the budgeted compensations as appropriate.

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS:            RIFANBURG:            STOCKWELL:            WALES-WRIGHT:

YES:            NO:            ABSTENTION:            ABSENT:

CARRIED:            NOT CARRIED:

(Seal)

DATED:

\_\_\_\_\_  
Deborah A Barker, Town Clerk

**TOWN OF NEW BERLIN**

**COMPENSATION SCHEDULE**

<u>General</u>	<u>2023</u>		<u>2024</u>		<u>Account</u>
Town Board	11,583.00	/3 @ 3,861.00	13,429.50	4,476.50 per Member (x3)	A1010.1
Deputy Supervisor	5,094.00		5,747.50	Salary	A1010.1
Town Justice	12,731.00		13,113.00	Salary	A1110.1
P/T Court Clerk	12,324.00	15.91	13,000.00	20.00 per hour	A1110.12
Supervisor	10,578.00		11,290.00	Salary	A1220.1
Budget Officer	2,535.00		2,550.00	Salary	A13401.1
Assessor	18,638.00	10.50 pp	19,197.00	Salary	A13551.1
Town Clerk	42,949.00		44,237.00	Salary	A1410.1
Deputy Clerk	28,288.00	17.00	29,137.00	17.51 per hour	A1410.12
Attorney	4,000.00		5,000.00	Contract	A14204.4
Police Officer in Charge	31,928.00	30.61	33,000.00	Salary	A31201.1.0.13.1
Police Officer Full Time	54,096.00		56,650.00	27.30 per hour	A31201.11
Police Officer Part Time	22.00	per hour	63,345.00	22.66 per hour	A31201.1.6
Regis vital stat.	982.00		1,002.00	Salary	A40201.1
Supt Highways	64,886.00		60,320.00	Salary	A50101.1
Millbrook Lead Beach Attendant	3,400.00		\$ 3,400.00	Salary	TBD
Millbrook Beach Attendant	\$ 1,600.00		1,600.00	Salary	A7310.14
Millbrook Beach Attendant	\$ 9,000.00		\$ 15,104.00	16.00 per hour	A7310.1

<u>Highway</u>	<u>Straight</u>	<u>O/T</u>	<u>Straight</u>	<u>O/T</u>	<u>Summer Acct.</u>	<u>Winter Acct.</u>
Crippen	22.00	33.00	23.00	34.50	DB51101.1	DB51421
Joy	22.00	33.00	23.00	34.50	DB51101.1	DB51421
Thompson	24.11	36.17	25.11	37.67	DB51101.1	DB51421
Weidman	22.00	33.00	23.00	34.50	DB51101.1	DB51421
Summer PT Brush	17.00		17.51		DB51401.1	N/A

<u>Sout New Berlin Water Distr.</u>	<u>2023</u>		<u>2024</u>		<u>Account</u>
SNBWD Administration	7,038.00		3,000.00	Salary	FX83101.1
SNBWD Water Operator #1	7,842.00		15,500.00	Salary	FX83201.1
SNBWD Water Operator #2	0.00		3,000.00	Salary	FX83201.1
SNBWD Water Operator Trainee	1,105.00		1,250.00	Salary	FX83301.1

<u>One Time</u>	<u>2023</u>		<u>2024</u>		<u>Account</u>
Planning Board Chair	300.00		335.00	Salary	B1430.1
Planning Board Sec	275.00		310.00	Salary	B1430.1
Planning Board Members	250.00	each	855.00	285.00 per Member (x3)	B1430.1
Board of Assessment Review	300.00	each	1,550.00	310.00 per Member (x5)	A36104.4
Mileage Reimbursement	0.55	cents p/m	0.55	\$/mi	N/A

Anyone claiming mileage must list the start and stop mileage, make and model of the vehicle used to claim mileage. Mileage reimbursement may be adjusted to allowable IRS allowance during the fiscal year



**TOWN OF NEW BERLIN**

**RESOLUTION #6 OF 2024 - AUTHORIZING THE SUPERVISOR TO PAY BUDGETED FIRE & AMBULANCE CONTRACTS.**

**WHEREAS**, The Town of New Berlin adopted a budget for 2024 and

**WHEREAS**, there are two fire contracts in said budget, for the South New Berlin Fire District and Village of New Berlin Fire District, and one EMS contract in said budget, for the New Berlin Ambulance service contract.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Town of New Berlin, Town Board, that the Supervisor be authorized to pay the budgeted Fire/Ambulance contracts and list on the abstracts as paid.

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS: RIFANBURG: STOCKWELL: WALES-WRIGHT:

YES: NO: ABSTENTION: ABSENT:

CARRIED: NOT CARRIED:

(Seal)

DATED:

\_\_\_\_\_  
Deborah A Barker, Town Clerk

**TOWN OF NEW BERLIN**

**RESOLUTION #7 OF 2024 - ESTABLISHING MONTHLY BOARD MEETINGS.**

WHEREAS, The Town Board must establish a schedule of meetings.

**NOW, THEREFORE, BE IT HEREBY RESOLVED,** That the following dates be and hereby are established, as the regular monthly dates for the 2024 Town of New Berlin Board.

Monday	January	8	
Monday	February	12	
Monday	March	11	
Monday	April	8	
Monday	May	13	
Monday	June	10	
Monday	July	8	
Monday	August	12	
Monday	September	9	
Tuesday	October	15	Columbus Day Monday
Tuesday	November	12	Veteran's Day Monday
Monday	December	9	

And be it further

**RESOLVED,** That in addition to these dates, other dates will be established and advertised, as needed, in order to complete the business of town government.

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS:            RIFANBURG:            STOCKWELL:            WALES-WRIGHT:

YES:            NO:            ABSTENTION:            ABSENT:

CARRIED:            NOT CARRIED

(Seal)

DATED:

\_\_\_\_\_  
Deborah A Barker, Town Clerk

**TOWN OF NEW BERLIN**

**RESOLUTION #8 2024 TOWN COMMITTEES AND BOARDS AND TERMS**

**THE TOWN BOARD SERVES AS THE  
COMMUNITY DEVELOPMENT LOAN COMMITTEE**

TBD TERM EXPIRES TBD

This committee should have five members. The committee must be responsible for the recommendations of loans to the Town Board. The Town Board should have final approval. The committee should be responsible for other recommendations also, such as the rate of interest to be charged for a certain period of time, and review existing loans. If a particular loan has a problem the committee should make a recommendation to the own Board. The committee should set a meeting schedule for year such as four times per year, March, June, September and December. At those meetings the committee may consider new loans, the rate of interest to be charged for the quarter, and discuss policy they may want to recommend to the Town Board.

Minutes and records of these meetings will be kept at the Town Clerk’s office.

**TOWN OF NEW BERLIN PLANNING BOARD**

TERESA CLARKE (CHAIRPERSON) TERM EXPIRES 12/31 2025  
JEFFREY WACKFORD 2026  
GARY WAFFLE 2027  
KATHY COSH 2024  
VACANCY (MARGARET THOMSEN TERM ENDED AND NOT RENEWED 12/31/23)

The duties and responsibilities of the Planning Board are set out in the Town of New Berlin, Local Laws. The Planning Board has certain authority to make decisions. This authority must be continually updated to comply with current NYS law. With regard to procedure, the Planning Board will make decisions within its authority if a Tax Payer, or persons affected by the Planning Board's decisions, is not satisfied, then the person or persons may appeal to the Town Board. In this event, the Town Board will have final decision over Planning Board matters, before action through the courts is considered, by the affected person or persons or Town of New Berlin.

Minutes and records of these meetings will be kept in the Town Clerk's Office.

**GRIEVANCE BOARD OF ASSESSMENT AND REVIEW**

RENNIE KORVER TERM EXPIRES SEPT. 30 2028  
TRESTA SMITH 2024  
JAMIE RIFANBURG 2025  
LINDA TULLER 2026  
MYRIAH BATEMAM 2027

The responsibility of the Grievance Board is to review Real Property Tax Assessment Grievances filed by property owners. The Grievance Board, under NYS law, has authority to adjust assessments if they decide an adjustment is needed.

Minutes and records of these meetings will be kept in the Town Clerk's Office.

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS:            RIFANBURG:            STOCKWELL:            WALES-WRIGHT:

YES:            NO:            ABSTENTION:            ABSENT:

CARRIED:            NOT CARRIED

(Seal)

DATED:

\_\_\_\_\_  
Deborah A Barker, Town Clerk



**TOWN OF NEW BERLIN**

**RESOLUTION # 9 2024, AUTHORIZING, THE TOWN OF NEW BERLIN TO HIRE  
DAVID MERZIG AS THEIR TOWN ATTORNEY**

WHEREAS, The Town desires to retain David S. Merzig for certain professional legal services and to be on retainer to the Town. All communications with David S. Mergiz by Town employees and elected officials are to include the Town Supervisor for documentation of communications.

THEREFORE BE IT HEREBY RESOLVED, By the Town of New Berlin Board, that the Town Supervisor accepts the retainer agreement for legal services in the amount of (\$3,500.00) per year at a rate of \$195.00 per hour plus all reasonable expenses or disbursements incurred.

RESOLUTION INTRODUCED BY:

SECONDED BY:

ROLL CALL VOTE:

PARKS:            RIFANBURG:            STOCKWELL:            WALES-WRIGHT:

YES:            NO:            ABSTENTION:            ABSENT:

CARRIED:            NOT CARRIED

(Seal)

\_\_\_\_\_  
DATED:

Deborah A Barker, Town Clerk

**TOWN OF NEW BERLIN**  
**TOWN BOARD MEETING MINUTES**  
**December 11, 2023**

**CALL TO ORDER**

Councilwoman Wendy Rifanburg called the Regular Monthly meeting of the Town Board at Town Hall to order at 6:00 PM

**ROLL CALL**

Supervisor: Vacant

Council Members Present: Wendy Rifanburg, John Parks, and Roy Stockwell

Town Clerk: Deborah Barker

Absent: Sarah Wales-Wright (until 6:18)

Salute to the Flag was led by Wendy Rifanburg

**PUBLIC COMMENTS**

- Teresa Clarke addressed the Board about some concerns with individuals and their criminal activity in the Town
- Wendy introduced April Christian as a potential Council person in the upcoming months to fill a vacancy
- MaryEllen asked for the board's consideration in splitting the cost of cameras around the Town and Village
- Mayor Lennon discussed the Christmas concert, Opportunities for Broome Chenango redirected the lights on their building, next project is on Green/Genessee.
- Wendy Thanked the Village for their assistance in another water main break in SNB

**PREVIOUS MONTHS BOARD MEETING MINUTES**

The following minutes were presented and a motion was made by Wales-Wright to approve, seconded by Parks. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)

September 12, 2023

September 19, 2023 Spec mtg

October 10, 2023

Committee mtgs

**ACCEPT MONTHLY REPORTS**

A motion was introduced by Parks to accept the monthly reports for filing, seconded by: Stockwell

PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)

- Highway- Report submitted
  - A motion was made by Parks to purchase a 2023 case 821G Loader, Seconded by Stockwell. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)
- New Berlin Police – Report submitted
  - A motion was made by Stockwell to purchase an alco sensor to be reimbursed by the Chenango County Traffic Safety Board, seconded by Parks. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)
- Town Justice – Report submitted
  - A motion was made by Wales-Wright to place an ad for Court Clerk after discussing with Karen dates/times, seconded by Stockwell. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)
- SNBWD – Report submitted
  - Add a line for fees on the budget
- Assessor - Report Submitted
- Town Clerk – Report submitted

**ACCEPT COMMITTEE MINUTES**

- Planning Board Committee: Margaret has not renewed her term, David Wells may be interested.



## BOARD MEMBER COMMITTEE MINUTES

Highway: John Parks

Buildings and Grounds: John Parks

- Need a service agreement with Reese Marshal for the furnace

Youth Program: Sarah Wales-Wright

Ambulance:

Police: Wendy Rifanburg

SNB Water District: Roy Stockwell

### APPROVAL OF VOUCHERS

Wales-Wright audited the vouchers for November 14, 2023, through December 09, 2023, and made a motion to accept and approve, Seconded by Parks. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)

### APPROVAL OF THE BALANCE SHEET/LOAN FUND BALANCE SHEETS

Fund	Prepay	Unpaid
General	6788.18	1784.01
Town Outside Village		2007.46
Highway DA		4610.74
Highway DB	241.22	22761.99
Street Lighting	1135.24	
SNB Water District	460.15	3787.47
Ambulance & Fire		0

### APPROVAL OF FINANCIAL REPORTS

A motion to accept month-end financial reports, operating statements, and revolving loan funds was introduced by: Parks and seconded by: Stockwell. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)

#### OLD BUSINESS

South New Berlin flags, will continue the discussion for Spring, maybe splitting the cost with eh SNB Fire Dept

#### NEW BUSINESS

A motion was made by Parks to renew Renerious Korver for another 5-year term on the Board of Assessment Review, seconded by Wales-Wright. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)

General Code books were tabled

A motion was made by Rifanburg to hire Matt Crippen as PT Water plant operator, seconded by Stockwell. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1 (vacancy)

Continue the discussion on Volunteer Firefighters

A motion was made by Rifanburg to hire Jason Joy as MEO for Highway with a 12/10/23, seconded by Stockwell. PARKS: A STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 3-1 (abstention) – 1 (vacancy)

A motion was made to have the end of year mtg to close finances on 12/27/23 6:00PM

#### Resolution # 29 of 2023 – Authorizing the Transfer of Appropriated Funds to correct deficits

INTRODUCED BY: Rifanburg SECONDED BY: Parks

ROLL CALL VOTE

PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y

YES: 4 NO: 0 ABSTENTION: 0 ABSENT: 0 VACANCY: 1

CARRIED: X NOT CARRIED:

**Resolution # 30 of 2023 – Authorizing the Transfer of fund from reserve to purchase a Loader**

INTRODUCED BY: Rifanburg SECONDED BY: Wales-Wright

ROLL CALL VOTE

PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y

YES: 4 NO: 0 ABSTENTION: 0 ABSENT: 0 VACANCY: 1

CARRIED: X NOT CARRIED:

**CORRESPONDENCE**

MacNamara on Chobani Whey disposal... Don't get involved

**EXECUTIVE SESSION NA**

**RETURN TO REGULAR SESSION NA**

**ADJOURN @ 9:28PM**

A motion was made by Stockwell to adjourn the meeting. Seconded by: Parks. PARKS: Y STOCKWELL: A RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 3-1 (Absent) 1 (vacancy)

Minutes of the December 09, 2023 meeting were taken and typed by Deborah Barker, Town Clerk



**TOWN OF NEW BERLIN  
TOWN BOARD SPECIAL MEETING MINUTES  
December 27, 2023**

**CALL TO ORDER**

Wendy Rifanburg called the Special Financial meeting of the Town Board at Town Hall to order at 6:00p.m.

**ROLL CALL**

Supervisor: Vacant

Council Members Present: Wendy Rifanburg, John Parks, Roy Stockwell, Sarah Wales-Wright

Town Clerk: Deborah Barker

Absent:

Salute to the Flag was led by Wendy Rifanburg

**PUBLIC COMMENTS**

**APPROVAL OF VOUCHERS**

Rifanburg audited the vouchers for December 10, 2023, through December 27, 2023, and made a motion to accept and approve

Seconded by Parks: PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1(Vacancy)

**APPROVAL OF THE BALANCE SHEET/LOAN FUND BALANCE SHEETS**

<b>Fund</b>	<b>Prepay</b>	<b>Unpaid</b>
<b>General</b>		<b>4486.05</b>
<b>Town Outside Village</b>		
<b>Highway DA</b>		<b>111967.13</b>
<b>Highway DB</b>		<b>109127.38</b>
<b>Street Lighting</b>		
<b>SNB Water District</b>		<b>1122.07</b>
<b>Ambulance</b>		

**NEW BUSINESS**

Resolution # 32 Authorizing the transfer of appropriation funds to amend the deficits in the year-end reports

Motion: Parks                      Second: Wales-Wright

Parks: Y Rifanburg: Y Stockwell: Y Wales-Wright: Y

Yes: 4    N: 0    Abstain: 0    Absent: Vacant: 1 Carried 4-1

**ADJOURN**

A motion was made by Parks to adjourn the meeting @6:50. Seconded by: Rifanburg. PARKS: Y STOCKWELL: Y RIFANBURG: Y WALES-WRIGHT: Y CARRIED: 4-1(Vacancy)

Minutes of the December 27, 2023 meeting were taken and typed by Deborah Barker, Town Clerk.

# TOWN OF NEW BERLIN COURT

**Justice Peter Bida Jr.**

30 N. Main Street, PO Box 308, New Berlin, NY 13411  
607-847-8962 Fax 607-240-5722

To: Wendy Rifanburg, Town Supervisor  
Town Council Members, Town Clerk

From: Judge Peter Bida Jr.

Date: January 3, 2024

RE: MONTHLY TOWN JUSTICE REPORT      **Month:** December 2023

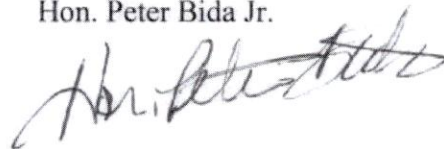
The following funds were collected and delivered to the Town of New Berlin:

<b>Fines:</b>	\$	1,110.00
<b>Civil Fees:</b>	\$	245.00
<b>Surcharges:</b>	\$	863.00
<b>Forfeited Bail:</b>	\$	.00
<b>Total:</b>	\$	<b>2,218.00</b>

## COURT DOCKET:

December 6	-	18
December 13	-	0 (Clerk to Judge's Training)
December 20	-	29
December 27	-	1
Total Cases	-	48

Hon. Peter Bida Jr.





Public Water System Name		Reporting Month/Year		Date Report Submitted		Source Water Type(s)	
South New Berlin Water District		12/23		1/2/2024		<input type="checkbox"/> Surface <input checked="" type="checkbox"/> Ground <input type="checkbox"/> DWUDI	
Public Water System ID		County		Town, Village, or City		<input type="checkbox"/> Purchase with subsequent chlorination <input type="checkbox"/> Purchase w/out subsequent chlorination	
NY0801749		Chenango		South New Berlin			
DATE	Source(s) in Use	Treated water volume (1,000 gallons/day)	Chlorination		Other Treatments / Readings		
			Liquid	Free chlorine residual at entry point (mg/l)	POT	PERMANG	
			Hypochlorite added to crock (gallons or quarts)				
1	6118500	21800			0.71		
2		6200			0.71		
3		32100			0.68		
4		17,700		1.5	0.65		
5		10,800		1.5	0.64		
6	W	30,300		2	0.65		
7		15,500		2	0.57	B.W	B.W
8	E	19,600		1.5	0.89		
9		19,300			1.05		
10		14,300			1.33		
11	L	20,500		2	1.13		
12		25,800		2	1.10		
13	L	19,100		1.5	1.08		
14	L	23,800		2.5	1.08		B.W
15		8,000			1.04		
16	#	12,300			1.07		
17		32,500			0.97		
18		25,700		2	0.85		
19		19,800		1	0.91		
20	2	22,100		2	0.84		
21		17,000		2	0.79		B.W
22		23,600		1.5	1.11		
23		7,100			1.34		
24		11,700			1.13		
25		26,100			1.13		
26		27,900		2	0.95		
27		24,600		1	1.03		
28		16,200		1	0.96		B.W
29		28,500		2	0.93		
30		20,300			0.89		
31	61793400	8,300			0.92		
Total		608,400					
AVG.		19626			0.94		

Chlorine Mix Ratio = 5 gallons of 12.5 % chlorine added to 20 gallons of water in crock

Reported by: JAN D. OLDHAM Title: WATER OPERATOR NYS DOH Operator Certification Number: NY0041442  
 Signature: J.D.O. Date: 1/2/24 Operator Grade Level C



**Exemptions:**

- Senior Citizen's exemption second notice reminders. Last year we sent postcards and some expense to all the residential properties in Town to notify seniors of the senior citizens exemption and the income limits as required by law. The law requires this again this year, however the State is purportedly working a process whereby they will provide assessors a list of only 65 and over property owners, which would cut down considerable on the number of reminders to go out and the expense. In the meantime, since the benefit of doing the mailing is greatly decreased this year as there would only be very few seniors who have purchased a new home in the past year who may qualify, many assessors and some counties as a whole are stating they are not participating in the mailing again until the State provides the list of seniors. Any input from the Board and/or Counsel as to the legality of not doing the second notice mailing to all residential properties this year is welcome.
- Ag exemptions and renewals for those already on the senior exemption will be mailed late December or early January.

**Data Collection/Field Review/Assessment Changes:** Ongoing.

**Reassessment:**

I have been doing research regarding reassessment and have found contractors that will do everything from, for example, just taking and uploading photos, verifying data already on records by field review or aerial photos, data collection new construction, sketches, to full on complete data collection with new photos and sketches, and so on. For a pretty thorough data verification of most parcels and new photos and sketches of significantly changed properties the cost would likely run under \$250,000.

Levied back onto the taxable value of the Town I estimate the typical \$100,000 property might see a \$40 increase in Town tax for four years to cover the cost of the reassessment. This total is less expensive to individual property owners to ensure an accurate assessment than a residential appraisal, which currently is running several hundred dollars each. Commercial and utility appraisals can run into the thousands depending on the complexity of the parcel. Done right, reassessment is a reasonably priced way to secure an accurate appraisal of your property.

In order to get a quote for a cost of town-wide reassessment, a request for proposal (available to customize on the DTF Department of Tax and Finance website) can be generated by me, with input from the Board as to what exactly we want done. Then the RFP is sent to contractors and proposals are accepted back by the Town. There is no legal obligation on the Town to hire the lowest bidder, or any respondent at all, in fact, as it is not a typical bid process bound by those municipal laws.

Reassessment creates better equity in the assessment roll, when done properly will ensure everyone is paying their fair share of the tax, but ONLY their fair share.

I thank the Board for the card and Christmas ham. I wish everyone a Merry Christmas, and I look forward to working with you in the New Year!

**Thank you.**

**Penny S. Haddad**

**Respectfully submitted, December 22, 2023**



Estimated Cost of Reassessment per 1000/Taxable value relieved back across all town taxable value using 2023 Town Taxable Value and 2024 Town General Levy		Levy	Rate/1000	Town Taxable Value	Taxable Value	Tax/100,000 AV	Estimated Cost per 100,000 parcel
		861,744	6.150763424	140,103,584	100,000	\$615.08	
<b>Add 225,000 estimated</b>							
<b>reassessment cost to levy</b>							
<b>approximately \$125 per parcel 1778</b>							
<b>parcels x 125 = 222,250</b>							
<b>225000</b>		1,086,744	7.744281094	140,328,584	100,000	\$774.43	\$159.35
							<b>Total increased Cost in one year</b>
<b>Add 56,250 in each of 4 years</b>							
<b>56250</b>		917,994	6.552252082	140,103,584	100,000	\$655.23	<b>Total Increased Cost over four years</b>
							<b>\$40.15</b>
<b>Add 45,000 in each of 5 years</b>							
<b>45000</b>		906,744	6.471954351	140,103,584	100,000	\$647.20	<b>Total Increased Cost over five years</b>
							<b>\$32.12</b>

The cost of the reassessment is typically paid out over two years of payments. The cost per year decreases the more years money is budgeted for the project.

P.Haddad  
12/22/2023

Account#	Account Description	Fee Description	Qty	Local Share
A 1255.01	MISC. FEES	Copies	2	20.00
	Vitals	Vital - Death	1	10.00
			<b>Sub-Total:</b>	<b>\$30.00</b>
A 1552.01	Dog Licensing	Female, Spayed	3	21.00
		Male, Neutered	5	35.00
		Male, Unneutered	1	12.00
			<b>Sub-Total:</b>	<b>\$68.00</b>
A 2544.1.0.0	Conservation	Conservation	4	21.31
			<b>Sub-Total:</b>	<b>\$21.31</b>
<b>Total Local Shares Remitted:</b>				<b>\$119.31</b>
Amount paid to: NYS Ag. & Markets for spay/neuter program				11.00
Amount paid to: NYS Environmental Conservation				365.69
<b>Total State, County &amp; Local Revenues:</b>		<b>\$496.00</b>	<b>Total Non-Local Revenues: \$376.69</b>	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Deborah A Barker, Town Clerk, Town of New Berlin during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

_____	_____	_____	_____
Supervisor	Date	Town Clerk	Date

**TOWN CLERKS REPORT**

Taxes were picked up from County and mailed  
 Christmas lunch was donated by NY Pizza  
 Hams from the Board were very much appreciated  
 Looking forward to a New Year!!

2023

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Calls	Transports by town	
														Nov	YTD
V. NEW BERLIN	12	10	11	10	10	3	6	8	9	1	3		83	3	
T. NEW BERLIN	7	5	11	3	5	3	7	9	8	0	0		58	0	
T. PITTSFIELD	4	8	10	4	5	5	5	2	3	2	7		55	6	
Other/ Mutual Aid	4	13	9	7	8	8	11	6	3	6	8		83	4	
<b>Total Calls</b>	<b>27</b>	<b>36</b>	<b>41</b>	<b>24</b>	<b>28</b>	<b>19</b>	<b>29</b>	<b>25</b>	<b>23</b>	<b>9</b>	<b>18</b>		<b>279</b>		
<b>Transports/ Billable</b>	<b>22</b>	<b>18</b>	<b>29</b>	<b>19</b>	<b>16</b>	<b>13</b>	<b>20</b>	<b>22</b>	<b>18</b>	<b>6</b>	<b>13</b>				<b>196</b>
<b>M/A</b>															
														Nov	YTD
Edmeston	0	1	4	2	2	3	1	1	0	1	0		15	0	
Garrattsville	0	2	1	0	0	1	2	1	0	0	0		7	0	
Gilbertsville	0	2	0	3	0	0	0	0	0	0	0		5	0	
Morris	1	2	2	1	2	1	3	2	0	0	0		14	0	
Sherburne	2	5	2	3	3	3	4	2	3	5	7		39	3	
Mt. Upton	1	1	0	0	0	0	0	0	0	0	0		1	0	
Transfer	0	0	0	1	0	0	0	0	0	0	0		1	1	
Calls Cancelled	2	6	5	3	5	1	4	1	1	1	1		30		
RMA	1	4	2	4	6	1	1	1	3	1	1		25		
Stand-bys	2	1	2	1	2	1	0	1	0	0	1		11		
Public Assist	0	1	0	0	0	1	3	0	0	0	2		7		
ALS Assist	0	0	1	0	0	2	1	0	1	0	0		5		
<b>Missed Calls:</b>															
*crew on another call	1	1	1	0	1	1					0		5		
***no medic on duty	0	0	0	4	2	0					0		6		
** off duty calls	0	2	2	3	3	9					4		23		
down for maintenance	1	3	0	5							0		9		
<b>Stand-bys</b>															
structure fires	0	0	0	0	1	0	0	1	0	0	1		3		
fire/ smoke alarms	0	0	0	0	0	0	0	0	0	0	0		0		
trees/ wires down	0	0	0	0	0	1	0	0	0	0	0		1		
brush/ grass fire	0	0	0	1	1	0	0	0	0	0	0		2		
chimney fire	0	1	0	0	0	0	0	0	0	0	0		1		
vehicle fire	0	1	0	0	2	1	1	0	0	0	0		5		
full arrest	1	0	1	0	0	0	0	0	0	0	0		2		
football games	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3	1	0	0		4		

## New Berlin EMS Profit & Loss Budget vs. Actual June through November 2023

	Jun - Nov 23	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
CM1589 Payment for Services				
Village of New Berlin	0.00	0.00	0.00	0.0%
CM1589 Payment for Services - Other	55,399.87	79,749.98	-24,350.11	69.5%
<b>Total CM1589 Payment for Services</b>	<b>55,399.87</b>	<b>79,749.98</b>	<b>-24,350.11</b>	<b>69.5%</b>
CM2260 Edmeston Fire District	0.00	0.00	0.00	0.0%
CM2260 Town of New Berlin	0.00	0.00	0.00	0.0%
CM2260 Town of New Lisbon	0.00	0.00	0.00	0.0%
CM2260 Town of Pittsfield	7,500.00	7,650.00	-150.00	98.0%
CM2260 Village of New Berlin	55,000.00	27,500.00	27,500.00	200.0%
CM2401 Interest	11.64	14.50	-2.86	80.3%
CM2660 - Sale of Real Property	0.00	15,000.00	-15,000.00	0.0%
CM2705 donations	15,100.00	150.00	14,950.00	10,066.7%
CM2770 Misc. Revenue	0.00	20,000.00	-20,000.00	0.0%
CM599 App Funds	65,885.30	65,885.30	0.00	100.0%
CM980 Revenues	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>198,896.81</b>	<b>215,949.78</b>	<b>-17,052.97</b>	<b>92.1%</b>
<b>Expense</b>				
CM1910.4 Insurance	3,545.47	4,000.00	-454.53	88.6%
CM3989.1 Personal Ser				
CM3989.1 Administrative Clerk	0.00	0.00	0.00	0.0%
CM3989.1 Billing Clerk	1,259.05	1,259.00	0.05	100.0%
CM3989.1 Personal Service	78,036.02	75,940.80	2,095.22	102.8%
CM3989.1 Personal Ser - Other	0.00	0.00	0.00	0.0%
<b>Total CM3989.1 Personal Ser</b>	<b>79,295.07</b>	<b>77,199.80</b>	<b>2,095.27</b>	<b>102.7%</b>
CM3989.2 Equip				
CM3989.2 Capital Reserve	0.00	0.00	0.00	0.0%
CM3989.2 Equipment	68,800.00	100,000.00	-31,200.00	68.8%
CM3989.2 Equip - Other	720.00	500.00	220.00	144.0%
<b>Total CM3989.2 Equip</b>	<b>69,520.00</b>	<b>100,500.00</b>	<b>-30,980.00</b>	<b>69.2%</b>
CM3989.4 - Expenses				
CM1640.4 Bldg. Expense				
Electric	1,396.40	999.98	396.42	139.6%
heat	0.00	1,500.00	-1,500.00	0.0%
Phone	555.59	499.98	55.61	111.1%
<b>Total CM1640.4 Bldg. Expense</b>	<b>1,951.99</b>	<b>2,999.96</b>	<b>-1,047.97</b>	<b>65.1%</b>
CM3989.4 ALS Agreements	250.00			
CM3989.4 Ambulance Repairs	4,668.62	2,500.00	2,168.62	186.7%
CM3989.4 Billing Service Chg	5,614.10	6,999.98	-1,385.88	80.2%
CM3989.4 Driver Milage	9,630.24	10,100.00	-469.76	95.3%
CM3989.4 Electric	0.00	0.00	0.00	0.0%
CM3989.4 Fuel	2,417.07	3,000.00	-582.93	80.6%
CM3989.4 Internet	712.81	750.00	-37.19	95.0%
CM3989.4 Misc.	0.00	124.98	-124.98	0.0%
CM3989.4 Postage	0.00	25.00	-25.00	0.0%
CM3989.4 Supplies	3,209.32	3,249.98	-40.66	98.7%
CM3989.4 Testing	200.00			
CM3989.4 Training	0.00	0.00	0.00	0.0%
CM3989.4 Uniforms	2,839.52	500.00	2,339.52	567.9%
CM3989.4Repairs	1,629.06	450.00	1,179.06	362.0%
<b>Total CM3989.4 - Expenses</b>	<b>33,122.73</b>	<b>30,699.90</b>	<b>2,422.83</b>	<b>107.9%</b>
CM522 Expenses	0.00	0.00	0.00	0.0%
CM9015.8 Retirement	18,534.59	16,500.00	2,034.59	112.3%
CM9030.8 Social Security	5,988.54	6,249.98	-261.44	95.8%
CM9055.8 Disability	0.00	0.00	0.00	0.0%
CM9060.8 Health Insurance	7,180.89	6,156.86	1,024.03	116.6%
CM9089.8 Other Employee Benefit	0.00	0.00	0.00	0.0%
CM9795.7 - Interfund Loan	0.00	0.00	0.00	0.0%
<b>Total Expense</b>	<b>217,187.29</b>	<b>241,306.54</b>	<b>-24,119.25</b>	<b>90.0%</b>
<b>Net Income</b>	<b>-18,290.48</b>	<b>-25,356.76</b>	<b>7,066.28</b>	<b>72.1%</b>



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12/08/23

Accrual Basis

## New Berlin EMS Profit & Loss Budget vs. Actual November 2023

	Nov 23	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
CM1589 Payment for Services				
Village of New Berlin	0.00	0.00	0.00	0.0%
CM1589 Payment for Services - Other	6,479.27	13,291.67	-6,812.40	48.7%
<b>Total CM1589 Payment for Services</b>	<b>6,479.27</b>	<b>13,291.67</b>	<b>-6,812.40</b>	<b>48.7%</b>
CM2260 Edmeston Fire District	0.00	0.00	0.00	0.0%
CM2260 Town of New Berlin	0.00	0.00	0.00	0.0%
CM2260 Town of New Lisbon	0.00	0.00	0.00	0.0%
CM2260 Town of Pittsfield	0.00	0.00	0.00	0.0%
CM2260 Village of New Berlin	27,500.00	0.00	27,500.00	100.0%
CM2401 Interest	1.30	4.75	-3.45	27.4%
CM2660 - Sale of Real Property	0.00	15,000.00	-15,000.00	0.0%
CM2705 donations	15,000.00	0.00	15,000.00	100.0%
CM2770 Misc. Revenue	0.00	0.00	0.00	0.0%
CM599 App Funds	65,885.30	0.00	65,885.30	100.0%
CM980 Revenues	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>114,865.87</b>	<b>28,296.42</b>	<b>86,569.45</b>	<b>405.9%</b>
<b>Expense</b>				
CM1910.4 Insurance	0.00	0.00	0.00	0.0%
CM3989.1 Personal Ser				
CM3989.1 Administrative Clerk	0.00	0.00	0.00	0.0%
CM3989.1 Billing Clerk	193.70	193.70	0.00	100.0%
CM3989.1 Personal Service	13,413.25	11,683.20	1,730.05	114.8%
CM3989.1 Personal Ser - Other	0.00	0.00	0.00	0.0%
<b>Total CM3989.1 Personal Ser</b>	<b>13,606.95</b>	<b>11,876.90</b>	<b>1,730.05</b>	<b>114.6%</b>
CM3989.2 Equip				
CM3989.2 Capital Reserve	0.00	0.00	0.00	0.0%
CM3989.2 Equipment	66,300.00	0.00	66,300.00	100.0%
CM3989.2 Equip - Other	0.00	300.00	-300.00	0.0%
<b>Total CM3989.2 Equip</b>	<b>66,300.00</b>	<b>300.00</b>	<b>66,000.00</b>	<b>22,100.0%</b>
CM3989.4 - Expenses				
CM1640.4 Bldg. Expense				
Electric	0.00	166.67	-166.67	0.0%
heat	0.00	250.00	-250.00	0.0%
Phone	95.28	83.33	11.95	114.3%
<b>Total CM1640.4 Bldg. Expense</b>	<b>95.28</b>	<b>500.00</b>	<b>-404.72</b>	<b>19.1%</b>
CM3989.4 Ambulance Repairs	0.00	500.00	-500.00	0.0%
CM3989.4 Billing Service Chg	953.87	1,166.67	-212.80	81.8%
CM3989.4 Driver Milage	1,135.00	1,650.00	-515.00	68.8%
CM3989.4 Electric	0.00	0.00	0.00	0.0%
CM3989.4 Fuel	123.15	500.00	-376.85	24.6%
CM3989.4 Internet	0.00	125.00	-125.00	0.0%
CM3989.4 Misc.	0.00	20.83	-20.83	0.0%
CM3989.4 Postage	0.00	0.00	0.00	0.0%
CM3989.4 Supplies	335.94	541.67	-205.73	62.0%
CM3989.4 Training	0.00	0.00	0.00	0.0%
CM3989.4 Uniforms	319.75	250.00	69.75	127.9%
CM3989.4Repairs	1,387.17	0.00	1,387.17	100.0%
<b>Total CM3989.4 - Expenses</b>	<b>4,350.16</b>	<b>5,254.17</b>	<b>-904.01</b>	<b>82.8%</b>
CM522 Expenses	0.00	0.00	0.00	0.0%
CM9015.8 Retirement	18,534.59	16,500.00	2,034.59	112.3%
CM9030.8 Social Security	1,026.11	1,041.67	-15.56	98.5%
CM9055.8 Disability	0.00	0.00	0.00	0.0%
CM9060.8 Health Insurance	1,149.52	1,026.14	123.38	112.0%
CM9089.8 Other Employee Benefit	0.00	0.00	0.00	0.0%
CM9795.7 - Interfund Loan	0.00	0.00	0.00	0.0%
<b>Total Expense</b>	<b>104,967.33</b>	<b>35,998.88</b>	<b>68,968.45</b>	<b>291.6%</b>
<b>Net Income</b>	<b>9,898.54</b>	<b>-7,702.46</b>	<b>17,601.00</b>	<b>-128.5%</b>

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12/08/23

## New Berlin EMS Check Detail

November 15 through December 12, 2023

Type	Num	Date	Name	Item	Account	Original Amount
Check		11/22/2023	Trust Fund		CM200 - Checking [REDACTED]	-5,004.13
				CM3989.1 Personal Service		2,828.50
				CM9030.8 Social Security		1,026.11
				CM9060.8 Health Insurance		1,109.16
				CM9060.8 Health Insurance		40.36
TOTAL						5,004.13
Check		11/22/2023	General Fund		CM200 - Checking [REDACTED]	-193.70
				CM3989.1 Billing Clerk		193.70
TOTAL						193.70
Check	7195	11/15/2023	AirgasUSA		CM200 - Checking [REDACTED]	-254.72
				CM3989.4 Supplies		254.72
TOTAL						254.72
Check	7196	11/15/2023	North Eastern ...		CM200 - Checking [REDACTED]	-55,800.00
				CM3989.2 Equipment		55,800.00
TOTAL						55,800.00
Check	7197	11/22/2023	Frontier		CM200 - Checking [REDACTED]	-95.28
				Phone		95.28
TOTAL						95.28
Check	7198	11/22/2023	Ariana Vander...		CM200 - Checking [REDACTED]	-476.20
				CM3989.1 Personal Service		476.20
TOTAL						476.20
Check	7199	11/22/2023	Christopher M....		CM200 - Checking [REDACTED]	-177.53
				CM3989.1 Personal Service		177.53
TOTAL						177.53
Check	7200	11/22/2023	Joseph Phelps		CM200 - Checking [REDACTED]	-81.52
				CM3989.1 Personal Service		81.52
TOTAL						81.52
Check	7201	11/22/2023	Randy Brundage		CM200 - Checking [REDACTED]	-2,027.39
				CM3989.1 Personal Service		2,027.39
TOTAL						2,027.39
Check	7202	11/22/2023	Richard Baker		CM200 - Checking [REDACTED]	-725.69
				CM3989.1 Personal Service		725.69

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12/08/23

**New Berlin EMS**  
**Check Detail**  
November 15 through December 12, 2023

Type	Num	Date	Name	Item	Account	Original Amount
TOTAL						725.69
Check	7203	11/22/2023	Seth Johnson	CM200 - Checking [REDACTED]		-1,648.23
				CM3989.1 Personal Service		1,648.23
TOTAL						1,648.23
Check	7204	11/22/2023	Michael N. Todd	CM200 - Checking [REDACTED]		-202.50
				CM3989.4 Driver Milage		202.50
TOTAL						202.50
Check	7205	11/22/2023	Daniel R. Green	CM200 - Checking [REDACTED]		-62.50
				CM3989.4 Driver Milage		62.50
TOTAL						62.50
Check	7206	11/22/2023	Robert T. Starr	CM200 - Checking [REDACTED]		-115.00
				CM3989.4 Driver Milage		115.00
TOTAL						115.00
Check	7207	11/22/2023	Dale Barton	CM200 - Checking [REDACTED]		-50.00
				CM3989.4 Driver Milage		50.00
TOTAL						50.00
Check	7208	11/22/2023	Diana Banta	CM200 - Checking [REDACTED]		-230.00
				CM3989.4 Driver Milage		230.00
TOTAL						230.00
Check	7209	11/22/2023	New York State...	CM200 - Checking [REDACTED]		-18,534.59
				CM9015.8 Retirement		18,534.59
TOTAL						18,534.59
Check	7210	12/06/2023	Dale Barton	CM200 - Checking [REDACTED]		-86.25
				CM3989.4 Driver Milage		86.25
TOTAL						86.25
Check	7211	12/06/2023	Michael N. Todd	CM200 - Checking [REDACTED]		-205.00
				CM3989.4 Driver Milage		205.00
TOTAL						205.00
Check	7212	12/06/2023	Daniel R. Green	CM200 - Checking [REDACTED]		-65.00
				CM3989.4 Driver Milage		65.00

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## New Berlin EMS Check Detail

November 15 through December 12, 2023

Type	Num	Date	Name	Item	Account	Original Amount
TOTAL						65.00
Check	7213	12/06/2023	Robert T. Starr	CM200 - Checking [REDACTED]		-215.00
				CM3989.4 Driver Milage		215.00
TOTAL						215.00
Check	7214	12/06/2023	Diana Banta	CM200 - Checking [REDACTED]		-108.75
				CM3989.4 Driver Milage		108.75
TOTAL						108.75
Check	7215	12/06/2023	Ariana Vander...	CM200 - Checking [REDACTED]		-25.77
				CM3989.1 Personal Service		25.77
TOTAL						25.77
Check	7216	12/06/2023	Dale Barton	CM200 - Checking [REDACTED]		-749.38
				CM3989.1 Administrative Clerk		749.38
TOTAL						749.38
Check	7217	12/06/2023	Joseph Phelps	CM200 - Checking [REDACTED]		-130.46
				CM3989.1 Personal Service		130.46
TOTAL						130.46
Check	7218	12/06/2023	Randy Brundage	CM200 - Checking [REDACTED]		-1,924.91
				CM3989.1 Personal Service		1,924.91
TOTAL						1,924.91
Check	7219	12/06/2023	Richard Baker	CM200 - Checking [REDACTED]		-616.79
				CM3989.1 Personal Service		616.79
TOTAL						616.79
Check	7220	12/06/2023	Seth Johnson	CM200 - Checking [REDACTED]		-1,835.36
				CM3989.1 Personal Service		1,835.36
TOTAL						1,835.36
Check	7221	12/12/2023	Peter Lennon	CM200 - Checking [REDACTED]		-92.25
				CM3989.4 Misc.		92.25
TOTAL						92.25
Check	7222	12/12/2023	Randy Brundage	CM200 - Checking [REDACTED]		-34.03
				CM3989.4 Supplies		34.03



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**New Berlin EMS**  
**Check Detail**  
November 15 through December 12, 2023

Type	Num	Date	Name	Item	Account	Original Amount
TOTAL						34.03
Check	7223	12/12/2023	North Eastern ...	CM200 - Checking [REDACTED]		-4,500.00
				CM3989.2 Equipment		4,500.00
TOTAL						4,500.00
Check	7224	12/12/2023	Hausmann's P...	CM200 - Checking [REDACTED]		-489.10
				CM3989.4 Ambulance Repairs		489.10
TOTAL						489.10
Check	7225	12/12/2023	Witmer Public ...	CM200 - Checking [REDACTED]		-147.58
				CM3989.4 Uniforms		147.58
TOTAL						147.58
Check	7226	12/12/2023	Utica National I...	CM200 - Checking [REDACTED]		-84.00
				CM1910.4 Insurance		84.00
TOTAL						84.00
Check	7227	12/12/2023	Charter Comm...	CM200 - Checking [REDACTED]		-132.97
				CM3989.4 Internet		132.97
TOTAL						132.97
Check	7228	12/12/2023	JPJ Electronic ...	CM200 - Checking [REDACTED]		-1,717.30
				CM3989.2 Equip		1,717.30
TOTAL						1,717.30
Check	7229	12/12/2023	Williams Tire &...	CM200 - Checking [REDACTED]		-1,049.50
				CM3989.4 Ambulance Repairs		1,049.50
TOTAL						1,049.50
Check	7230	12/12/2023	Witmer Public ...	CM200 - Checking [REDACTED]		-90.00
				CM3989.4 Uniforms		90.00
TOTAL						90.00
Check	7231	12/12/2023	Dale Barton	CM200 - Checking [REDACTED]		-85.74
				CM3989.4 Supplies		38.65
				CM3989.4 Fuel		47.09
TOTAL						85.74
Check	7232	12/12/2023	Bound Tree Me...	CM200 - Checking [REDACTED]		-287.80
				CM3989.4 Supplies		287.80

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12/08/23

# New Berlin EMS Check Detail

November 15 through December 12, 2023

Type	Num	Date	Name	Item	Account	Original Amount
TOTAL						287.80
Check	7233	12/12/2023	Mirabitos	CM200 - Checking	[REDACTED]	-224.83
				CM3989.4 Fuel		224.83
TOTAL						224.83
Check	7234	12/12/2023	AirgasUSA	CM200 - Checking	[REDACTED]	-248.60
				CM3989.4 Supplies		248.60
TOTAL						248.60
Check	7235	12/12/2023	Williams Tire &...	CM200 - Checking	[REDACTED]	-781.95
				CM3989.4 Ambulance Repairs		781.95
TOTAL						781.95
Check	7236	12/12/2023	MultiMed Billin...	CM200 - Checking	[REDACTED]	-414.52
				CM3989.4 Billing Service Chg		56.41
				CM3989.4 Billing Service Chg		321.53
				CM3989.4 Billing Service Chg		36.58
TOTAL						414.52

Clerk

**TOWN OF NEW BERLIN**  
**Balance Sheet**  
 As of December 31, 2024

	Dec 31, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
SNB WATER	
MONEY MARKET	41,962.90
200.8 SNB WATER SAVINGS	9.20
Total SNB WATER	41,972.10
ARPA ACCOUNTS	
ARPA MONEY MARKET	142,719.60
Total ARPA ACCOUNTS	142,719.60
200.6 SF FIRE SAVING	1,987.36
200.95 FX CHECKING	1,049.83
200.99 TA CHECKING	1,317.45
B2 TOV	
MONEY MARKET	4,289.23
B2 Reserve	80,170.47
Total B2 TOV	84,459.70
DA SAVINGS	
MONEY MARKET	-9,833.94
DA Reserve	88,233.04
Total DA SAVINGS	78,399.10
General Accounts	
MONEY MARKET	-19,792.85
DAM RESERVE	50,000.00
RLF ACCOUNT	81,806.28
General Reserve	369,823.13
Millbrook Reserve	16,031.43
Police PS Reserve 2024	50,000.00
Police Reserve	50,276.00
Retirement Reserve	20,000.00
Tax Stabilization	30,000.00
Town Hall Reserve	80,000.00
Total General Accounts	728,143.99
HWY SAVINGS	
MONEY MARKET	-11,952.48
DB TRUCK RESERVE	355,770.00
Hwy Reserve	175,292.63
Total HWY SAVINGS	519,110.15
St Lighting Savings	
200.7 Street Light Savings	6.19
St Lighting Reserve	2,498.31
Total St Lighting Savings	2,504.50
Total Checking/Savings	1,601,663.78
Accounts Receivable	
Accounts Receivable	-0.01
Total Accounts Receivable	-0.01
Other Current Assets	
GENERAL DUE TO DUE FROM	13,947.40
WATER DUE TO DUE FROM	2,000.00
Total Other Current Assets	15,947.40

**TOWN OF NEW BERLIN**  
**Balance Sheet**  
 As of December 31, 2024

	Dec 31, 24
Total Current Assets	1,617,611.17
<b>TOTAL ASSETS</b>	<b>1,617,611.17</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
600.02 TOV	1,935.00
600.08 FX WATER FUND	2,435.99
600.3 DA HWY	1,430.77
600.4 HWY FUND DB OS OF VILLAG	270.99
A600.1 Gen Fund A Liabilities	12,401.07
Total Accounts Payable	18,473.82
Other Current Liabilities	
WATER SAVINGS DUE TO DUE FROM	2,000.00
FIRE DUE TO DUE FROM	11,332.06
LIGHTING DUE TO DUE FROM	2,615.34
Payroll Liabilities	
Payroll LiabilitiesTA25.9 UNION	678.07
TA18.9 State Retirement	592.77
TA19.9 Guardian	46.17
Total Payroll Liabilities	1,317.01
Total Other Current Liabilities	17,264.41
Total Current Liabilities	35,738.23
Long Term Liabilities	
A688 ARPA	140,141.24
Total Long Term Liabilities	140,141.24
Total Liabilities	175,879.47
Equity	
Opening Balance Equity	590,364.86
Retained Earnings	943,743.44
Net Income	-92,376.60
Total Equity	1,441,731.70
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,617,611.17</b>



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01/05/24

Accrual Basis

*Clerk*

**TOWN OF NEW BERLIN**  
**Profit & Loss Budget vs. Actual**  
 January through December 2024

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
<b>A980 Revenues</b>				
A1001.1 Real Property	0.00	567,800.00	-567,800.00	0.0%
A1090.1 Real Property Tx Int	0.00	7,000.00	-7,000.00	0.0%
A1255.1 TC Fees	0.00	800.00	-800.00	0.0%
A1550.1.0.15 Dog Kennel Fees	0.00	150.00	-150.00	0.0%
A1552.1 Dog Licenses	0.00	2,000.00	-2,000.00	0.0%
A2001 Mill Park Fees	0.00	35,104.00	-35,104.00	0.0%
A2210.1 Ser Other Govt	-292.56			
A2401.1 Interest & Earnings	0.00	1,000.00	-1,000.00	0.0%
A2544.1 Licenses	0.00	200.00	-200.00	0.0%
A2610.1 Fines, Forfeits of Bail	0.00	15,000.00	-15,000.00	0.0%
A2690.16 Other Rev	0.00			
A3001.1 State per Capita Aid	0.00	14,701.00	-14,701.00	0.0%
A3005.1 Mortgage Tax	0.00	10,000.00	-10,000.00	0.0%
A599 Appropriated Fund Balance	0.00	26,403.00	-26,403.00	0.0%
<b>Total A980 Revenues</b>	<b>-292.56</b>	<b>680,158.00</b>	<b>-680,450.56</b>	<b>-0.0%</b>
<b>B980 Revenues</b>				
B1001.2 Real Property Tax	0.00	11,808.00	-11,808.00	0.0%
B599 Appropriated Fund Balance	0.00	8,892.00	-8,892.00	0.0%
<b>Total B980 Revenues</b>	<b>0.00</b>	<b>20,700.00</b>	<b>-20,700.00</b>	<b>0.0%</b>
<b>DA980 Revenues</b>				
DA1001.3 Real Property Tax	0.00	293,944.00	-293,944.00	0.0%
DA2690.3 Other Revenue & Budget	0.00	35,000.00	-35,000.00	0.0%
<b>Total DA980 Revenues</b>	<b>0.00</b>	<b>328,944.00</b>	<b>-328,944.00</b>	<b>0.0%</b>
<b>DB980 Revenues</b>				
DB1001.4 Real Property Tax	0.00	163,509.00	-163,509.00	0.0%
DB1120.4 Non Property Tax Dist	0.00	179,928.00	-179,928.00	0.0%
DB3501.4 State Aid/CHIPS	0.00	143,000.00	-143,000.00	0.0%
<b>Total DB980 Revenues</b>	<b>0.00</b>	<b>486,437.00</b>	<b>-486,437.00</b>	<b>0.0%</b>
<b>FX980 Revenues</b>				
FX1030.8 Debt Retirement	0.00	52,000.00	-52,000.00	0.0%
FX2120.8 Relieved Water Rents	0.00	11,500.00	-11,500.00	0.0%
FX2140.8 Metered Water Sales	0.00	28,080.00	-28,080.00	0.0%
FX2401.8 Interes & Earnings	0.00	50.00	-50.00	0.0%
<b>Total FX980 Revenues</b>	<b>0.00</b>	<b>91,630.00</b>	<b>-91,630.00</b>	<b>0.0%</b>
<b>SF980 Revenue</b>				
SF 1001.6.61.1 Non property tax	0.00	49,508.00	-49,508.00	0.0%
SF1001.6.61 Real Property	0.00	40,200.00	-40,200.00	0.0%
SF1001.6.62 Real Property	0.00	172,698.00	-172,698.00	0.0%
<b>Total SF980 Revenue</b>	<b>0.00</b>	<b>262,406.00</b>	<b>-262,406.00</b>	<b>0.0%</b>
<b>SL980 Revenues</b>				
SL1001.7.71 Real Property Tax	0.00	6,000.00	-6,000.00	0.0%
SL1001.7.72 Real Property Tax	0.00	4,000.00	-4,000.00	0.0%
<b>Total SL980 Revenues</b>	<b>0.00</b>	<b>10,000.00</b>	<b>-10,000.00</b>	<b>0.0%</b>
<b>Total Income</b>	<b>-292.56</b>	<b>1,880,275.00</b>	<b>-1,880,567.56</b>	<b>-0.0%</b>
<b>Gross Profit</b>	<b>-292.56</b>	<b>1,880,275.00</b>	<b>-1,880,567.56</b>	<b>-0.0%</b>
<b>Expense</b>				
DA51304.3	119.58			

## TOWN OF NEW BERLIN

### Profit & Loss Budget vs. Actual

January through December 2024

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
<b>A522 Appropriation</b>				
A10101.1.0 Town Board PS	565.40	19,177.00	-18,611.60	2.9%
A11101.1.0 Justice PS Judge	504.35	13,113.00	-12,608.65	3.8%
A11101.1.0.1 Justice PS Clerk	610.15	13,000.00	-12,389.85	4.7%
A11104.1.0 Justice CE	550.00	3,000.00	-2,450.00	18.3%
A12201.1.0 Supervisor PS	434.23	11,290.00	-10,855.77	3.8%
A12202.1.0 Supervisor Equip	0.00	250.00	-250.00	0.0%
A1220.2.1.47 Super. EQ Reserve	0.00	250.00	-250.00	0.0%
A12204.1.0 Supervisor CE	0.00	1,000.00	-1,000.00	0.0%
A13401.1.0 Supervisor PS Budget	98.08	2,550.00	-2,451.92	3.8%
A13551.1.0 Assessor PS	738.35	19,197.00	-18,458.65	3.8%
A13552.1.0 Assessor Equip	0.00	200.00	-200.00	0.0%
A13552.2.1.47 Assessor Eq Reser	0.00	50.00	-50.00	0.0%
A13554.1.0 Assessor CE	125.00	1,200.00	-1,075.00	10.4%
A1410.1 Town Clerk PS	1,701.42	44,237.00	-42,535.58	3.8%
A1410.1.0.2 Deputy Clerk PS	963.93	29,137.00	-28,173.07	3.3%
A1410.2 Town Clerk Equip	0.00	1,200.00	-1,200.00	0.0%
A1410.2.1.47 Town Clerk Eq Rese	0.00	1,450.00	-1,450.00	0.0%
A1410.4 Town Clerk CE	2,257.87	7,000.00	-4,742.13	32.3%
A14204.1.0 Attorney CE	3,500.00	5,000.00	-1,500.00	70.0%
A1620.4 Buildings CE	3,946.40	30,000.00	-26,053.60	13.2%
A1620.41 Office Supplies	0.00	2,500.00	-2,500.00	0.0%
A1670.4 Central Print/Mail	841.98	5,000.00	-4,158.02	16.8%
A19104.1.0 Unallocated Ins	399.00	82,500.00	-82,101.00	0.5%
A19204.1.0 Muni Assoc Dues	0.00	1,200.00	-1,200.00	0.0%
A19904.1.0 Contingency Account	0.00	8,000.00	-8,000.00	0.0%
A31201.1.0.13 P/T Police	890.25	63,345.00	-62,454.75	1.4%
A31201.1.0.13.1 PT POLICE OIC	1,625.37	33,000.00	-31,374.63	4.9%
A31201.1.0.3 Full Time Police	2,257.11	56,650.00	-54,392.89	4.0%
A31202.2 Police Equip	0.00	7,000.00	-7,000.00	0.0%
A31202.2.1.47 Police Eq Reserve	0.00	2,500.00	-2,500.00	0.0%
A31204.1.0.4 Police Gas C/E	0.00	7,500.00	-7,500.00	0.0%
A31204.4.0 Police CE	181.18	8,200.00	-8,018.82	2.2%
A35204.1.0 Animal Control C/E	0.00	300.00	-300.00	0.0%
A36104.1.0 Examining Boards C/E	0.00	1,550.00	-1,550.00	0.0%
A40201.1.0 Regis. Vital Stat PS	0.00	1,002.00	-1,002.00	0.0%
A50101.1.0 Highway Supt PS	2,320.00	60,320.00	-58,000.00	3.8%
A51324.1.0 Garage C/E	580.00	10,000.00	-9,420.00	5.8%
A73101.1.0 Youth Progs PS Hrly	0.00	15,104.00	-15,104.00	0.0%
A7310.1 Youth Programs PS Manage	0.00	3,400.00	-3,400.00	0.0%
A73101.1 Youth Progs PS	0.00	1,600.00	-1,600.00	0.0%
A73104.1.0 Youth Program C/E	19.64	15,000.00	-14,980.36	0.1%
A74504.1.0 Historical CE	0.00	500.00	-500.00	0.0%
A90108.1.0 State Retirement	0.00	45,000.00	-45,000.00	0.0%
A90308.1.0 SS/MEDCARE TOWN SHAR	1,725.84	32,000.00	-30,274.16	5.4%
A90458.1.0 Life Ins	0.00	400.00	-400.00	0.0%
A90608.1.0 Med Ins	0.00	14,286.00	-14,286.00	0.0%
A90658.1.0.8 Medicare	6,116.98			
<b>Total A522 Appropriation</b>	<b>32,952.53</b>	<b>680,158.00</b>	<b>-647,205.47</b>	<b>4.8%</b>
<b>B522 Appropriation</b>				
B1430.1 Planning Board PS	0.00	1,500.00	-1,500.00	0.0%
B16204.2.0 Buildings CE	0.00	200.00	-200.00	0.0%
B1989.2.44 Prof & Tech Ser	1,935.00	19,000.00	-17,065.00	10.2%
<b>Total B522 Appropriation</b>	<b>1,935.00</b>	<b>20,700.00</b>	<b>-18,765.00</b>	<b>9.3%</b>
<b>DA522 Appropriation</b>				
DA 51302.3.47 MACH EQ RES	0.00	5,000.00	-5,000.00	0.0%
DA51421 SNOW REMOVAL PS	9,139.75	143,000.00	-133,860.25	6.4%
DA51424 SNOW REMOVAL CE	1,311.19	168,944.00	-167,632.81	0.8%
DA90308.8 SS& MED	0.00	12,000.00	-12,000.00	0.0%
<b>Total DA522 Appropriation</b>	<b>10,450.94</b>	<b>328,944.00</b>	<b>-318,493.06</b>	<b>3.2%</b>



## TOWN OF NEW BERLIN Profit & Loss Budget vs. Actual January through December 2024

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
<b>DB522 Appropriation</b>				
DB51101.4.0 Gen Repairs PS	0.00	110,000.00	-110,000.00	0.0%
DB51104.4.0 Gen Repairs CE	270.99	77,600.00	-77,329.01	0.3%
DB51124.4.0 Perm Rd Imp	0.00	143,000.00	-143,000.00	0.0%
DB51302.4.0 Machinery Equip	0.00	33,000.00	-33,000.00	0.0%
DB51302.4.47 MACH EQ RESERVE	0.00	5,000.00	-5,000.00	0.0%
DB51304.4.0 Machinery CE	0.00	4,000.00	-4,000.00	0.0%
DB51401.1 Brush & Weeds PS	0.00	13,000.00	-13,000.00	0.0%
DB51404.4.0 Brush & Weeds CE	0.00	4,500.00	-4,500.00	0.0%
DB90108.4.0 State Retirement	0.00	45,000.00	-45,000.00	0.0%
DB90458.4.0 Life Insurance	0.00	337.00	-337.00	0.0%
DB90608.4.0 Medicare/Soc. Sec	0.00	11,000.00	-11,000.00	0.0%
DB90608.8.0 Medical Insurance	11,957.48	40,000.00	-28,042.52	29.9%
<b>Total DB522 Appropriation</b>	<b>12,228.47</b>	<b>486,437.00</b>	<b>-474,208.53</b>	<b>2.5%</b>
<b>FX522 Water Fund Appropriation</b>				
FX16704.8.0 Central Print/Mail	0.00	800.00	-800.00	0.0%
FX83101.8.0 Admin Rent Coll. PS	115.38	3,000.00	-2,884.62	3.8%
FX83201.8.0 Source Pwr Pump PS	596.15	15,550.00	-14,953.85	3.8%
FX83204.8.0 Source Pwr Pump CE	2,435.99	12,730.00	-10,294.01	19.1%
FX83301.8.0 Operator Trainee PS	0.00	1,250.00	-1,250.00	0.0%
FX83304.8.0 Purificaiton CE	0.00	3,000.00	-3,000.00	0.0%
FX90108.8.0 State Retirement	0.00	1,100.00	-1,100.00	0.0%
FX90308.8.0 Medicare/Soc Sec	0.00	2,000.00	-2,000.00	0.0%
FX97306.8.0 Bon Pr Old Upgrade	0.00	10,800.00	-10,800.00	0.0%
FX97306.8.0.1 Bond PR New	31,250.00	32,250.00	-1,000.00	96.9%
FX97306.8.9 Bond Int Old Upgrad	0.00	9,150.00	-9,150.00	0.0%
<b>Total FX522 Water Fund Appropriation</b>	<b>34,397.52</b>	<b>91,630.00</b>	<b>-57,232.48</b>	<b>37.5%</b>
<b>SF522 Appropriation</b>				
SF34104.6.61 VNB FIRE	0.00	49,508.00	-49,508.00	0.0%
SF34104.6.61.1 VNB AMBULANCE	0.00	40,200.00	-40,200.00	0.0%
SF34104.6.62 SNB Fire Dist	0.00	172,698.00	-172,698.00	0.0%
<b>Total SF522 Appropriation</b>	<b>0.00</b>	<b>262,406.00</b>	<b>-262,406.00</b>	<b>0.0%</b>
<b>SL522 Appropriation</b>				
SL51824.4.71 SNB Lighting	0.00	6,000.00	-6,000.00	0.0%
SL51824.4.72 Holmesville	0.00	4,000.00	-4,000.00	0.0%
<b>Total SL522 Appropriation</b>	<b>0.00</b>	<b>10,000.00</b>	<b>-10,000.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>92,084.04</b>	<b>1,880,275.00</b>	<b>-1,788,190.96</b>	<b>4.9%</b>
<b>Net Income</b>	<b>-92,376.60</b>	<b>0.00</b>	<b>-92,376.60</b>	<b>100.0%</b>

*unpaid  
check*

**TOWN OF NEW BERLIN**  
**600.01 GENERAL FUND**  
As of January 8, 2024

Type	Date	Num	Due Date	Split	Open Balance
<b>Brandon Kuhn</b>					
Bill	01/04/2024	4201	01/14/2024	A51324.1.0 Garage C/E	300.00
Total Brandon Kuhn					300.00
<b>Cardmember Service</b>					
Bill	01/04/2024	4178	01/14/2024	A11104.1.0 Justice CE	550.00
Total Cardmember Service					550.00
<b>Chenango County Assoc of Highway Super</b>					
Bill	01/04/2024	12180	01/14/2024	A51324.1.0 Garage C/E	200.00
Total Chenango County Assoc of Highway Super					200.00
<b>Computer Emergency Room</b>					
Bill	01/04/2024	4202	01/14/2024	A1620.4 Buildings CE	3,000.00
Bill	01/04/2024	4202	01/14/2024	A1620.4 Buildings CE	227.50
Total Computer Emergency Room					3,227.50
<b>Edmunds GovTech Inc</b>					
Bill	01/02/2024	4088	01/02/2024	A1410.4 Town Clerk CE	848.93
Total Edmunds GovTech Inc					848.93
<b>Kehoe &amp; Merzig, P.C.</b>					
Bill	01/04/2024	4180	01/14/2024	A14204.1.0 Attorney CE	3,500.00
Total Kehoe & Merzig, P.C.					3,500.00
<b>M&amp;T Bank</b>					
Bill	01/04/2024	4205	01/14/2024	A19104.1.0 Unallocated Ins	399.00
Total M&T Bank					399.00
<b>North Shore Solutions</b>					
Bill	01/04/2024	4172	01/14/2024	A1620.4 Buildings CE	635.00
Total North Shore Solutions					635.00
<b>NYS ASSESSORS ASSOCIATION</b>					
Bill	01/04/2024	4184	01/14/2024	A13554.1.0 Assessor CE	125.00
Total NYS ASSESSORS ASSOCIATION					125.00
<b>NYSEG</b>					
Bill	01/04/2024	4210	01/14/2024	A73104.1.0 Youth Program C/E	19.64
Total NYSEG					19.64
<b>OFFICE DEPOT</b>					
Bill	01/04/2024	4212	01/14/2024	A1410.4 Town Clerk CE	38.94
Bill	01/04/2024	4212	01/14/2024	A31204.4.0 Police CE	30.18
Total OFFICE DEPOT					69.12
<b>Pitney Bowes Bank Inc</b>					
Bill	01/04/2024	4213	01/14/2024	A1670.4 Central Print/Mail	841.98
Total Pitney Bowes Bank Inc					841.98
<b>UNITED REFINING COMPANY</b>					
Bill	01/04/2024	4214	01/14/2024	A31204.4.0 Police CE	151.00
Total UNITED REFINING COMPANY					151.00
<b>Village of New Berlin</b>					
Bill	01/04/2024	4208	01/14/2024	A1620.4 Buildings CE	83.90
Bill	01/04/2024	4209	01/14/2024	A51324.1.0 Garage C/E	80.00
Total Village of New Berlin					163.90



10:55 AM

01/05/24

**TOWN OF NEW BERLIN**  
**600.01 GENERAL FUND**  
As of January 8, 2024

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Split</u>	<u>Open Balance</u>
WILLIAMSON LAW BOOK CO					
Bill	01/04/2024	4183	01/14/2024	A1410.4 Town Clerk CE	1,370.00
Total WILLIAMSON LAW BOOK CO					1,370.00
TOTAL					<u>12,401.07</u>

10:56 AM

01/05/24

TOWN OF NEW BERLIN

600.02 TOV

As of January 8, 2024

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Type	Date	Num	Split	Open Balance
AJF ACCOUNTING & TAX SERVICES INC				
Bill	01/04/2024	4207	B1989.2.44 Prof & Tech Ser	1,935.00
Total AJF ACCOUNTING & TAX SERVICES INC				1,935.00
TOTAL				1,935.00

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10:57 AM

01/05/24

**TOWN OF NEW BERLIN**  
**600.3 DA HWY**  
As of January 8, 2024

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Type	Date	Num	Split	Open Balance
<b>Gillee's Auto, Truck &amp; Marine, Inc.</b>				
Bill	01/04/2024	12186	DA51304.3	76.96
Total Gillee's Auto, Truck & Marine, Inc.				76.96
<b>Reese-Marshall Co. Inc.</b>				
Bill	01/04/2024	12187	DA51424 SNO...	371.46
Total Reese-Marshall Co. Inc.				371.46
<b>UNITED REFINING COMPANY</b>				
Bill	01/04/2024	4215	DA51424 SNO...	939.73
Total UNITED REFINING COMPANY				939.73
<b>WINZER</b>				
Bill	01/04/2024	12188	DA51304.3	42.62
Total WINZER				42.62
<b>TOTAL</b>				<b>1,430.77</b>

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10:56 AM

01/05/24

**TOWN OF NEW BERLIN**  
**600.04 HWY DB FUND**  
As of January 8, 2024

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Type	Date	Num	Due Date	Split	Open Balance
Curtis Lumber Co Inc.					
Bill	01/04/2024	12189	01/14/2024	DB51104.4.0 ...	5.99
Total Curtis Lumber Co Inc.					5.99
EMERSON TESTING LLC					
Bill	01/04/2024	4179	01/14/2024	DB51104.4.0 ...	265.00
Total EMERSON TESTING LLC					265.00
<b>TOTAL</b>					<b>270.99</b>

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**TOWN OF NEW BERLIN**  
**600.08 FX WATER**  
**As of January 8, 2024**

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Type	Date	Num	Split	Open Balance
<b>A &amp; P Water Testing</b>				
Bill	01/04/2024	4211	FX83204.8.0 S...	30.00
Bill	01/04/2024	4211	FX83204.8.0 S...	60.00
Bill	01/04/2024	4211	FX83204.8.0 S...	55.00
Total A & P Water Testing				145.00
<b>Frontier</b>				
Bill	01/04/2024	4206	FX83204.8.0 S...	74.99
Total Frontier				74.99
<b>Team EJP</b>				
Bill	01/04/2024	4216	FX83204.8.0 S...	99.00
Total Team EJP				99.00
<b>UDIG- NY</b>				
Bill	01/04/2024	4204	FX83204.8.0 S...	2.00
Total UDIG- NY				2.00
<b>Vibbard Electric Contracting, LLC</b>				
Bill	01/03/2024	4144	FX83204.8.0 S...	2,115.00
Total Vibbard Electric Contracting, LLC				2,115.00
<b>TOTAL</b>				<b>2,435.99</b>

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11:15 AM

01/02/24

TOWN OF NEW BERLIN  
600.08 FX WATER  
As of January 2, 2024

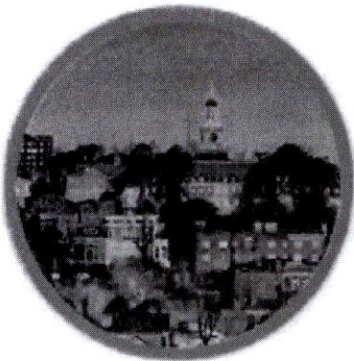
*Prepay  
(Clerk)*

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Type	Date	Num	Split	Open Balance
M&T Bank Bill	01/02/2024	4125	FX97306.8.0.1 ...	31,250.00
Total M&T Bank				31,250.00
<b>TOTAL</b>				<b>31,250.00</b>

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# GENERAL CODE



## Proposal for Codification Services

PREPARED FOR:

Town of New Berlin, New York

Final Revision

(Client No. NE1483)

PREPARED BY:

**TODD METCALFE**

Account Manager – New York

[tmetcalfe@generalcode.com](mailto:tmetcalfe@generalcode.com)

585.471.4978 Direct

DATE:

December 11, 2023

(Valid for six months)

## Enhanced Supplement

General Code has reviewed the Town of New Berlin's Code and the new legislation submitted for an update. We recommend that an enhanced supplement be completed, including a reprinting of the entire Code as 8 ½-by-11-inch size in new binders, along with the update to incorporate uncodified legislation. This solution will provide a full reprint of the 4 or 8 Code books in service and allow for future growth and expansion of the printed Code for years to come. With this nominal investment, the Code of the Town of Berlin, will have an updated and revitalized format that will include a new index, new binders and a set of new tabs for each copy.

### Scope of Work

During the codification project for Town of Berlin, General Code will:

- > Supplementation of Code with legislation identified below
- > Reprint Code in 8 ½-by-11-inch page size

#### Supplementation

\$3,985.00

We have reviewed Local Law Nos. 2-2018, 1 and 2-2020, 1 through 4-2021, and 1 through 7-2023 for an update to the Town Code.

Local Law Nos. 1-2018, 1-2020 and 3-2023 do not need to be codified, but will be included on the Disposition List at the end of your Code.

General Code will codify and supplement the legislation listed above, which includes but is not limited to:

- > Analysis of the new legislation and proper placement in the Code
- > Removal of repealed or superseded provisions
- > Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- > Review of statutory citations regarding the new legislation
- > Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- > Insertion of cross reference and editor's notes, as appropriate
- > Update to eCode360
- > Shipping and handling

#### Reprint Code

4 Books \$1,050.00

8 Books \$1,270.00

- > Reformat content, including tabular material, to 8 ½ x 11 page size
- > Removal of point pages
- > Inclusion of new republication dateline
- > Duplication
- > Set of customizable tabs
- > Reprint 4 or 8 Code volumes in 8 ½ x 11 custom-imprinted post binders



**Payment Schedule**

100% will be invoiced upon posting of eCode360 and delivery of Code books

**Performance Schedule**

Delivery of eCode360 and printed Code: within 8 – 10 weeks after authorization and receipt of materials

**Project Investment**

Please select the project options you would like to authorize and write the total price below

Proceed with Supplementation & Code Reprint

**TOTAL PRICE**

\$ \_\_\_\_\_

**Authorization**

To authorize the work, sign this Authorization and fax (585.328.8189) or email ([ezsupp@generalcode.com](mailto:ezsupp@generalcode.com)) it back to us.

I authorize General Code to proceed with the Enhanced Supplement as outlined above. This order is subject to General Code's Codification Terms and Conditions, which are available at [www.generalcode.com/TCdocs](http://www.generalcode.com/TCdocs).

Town of Berlin, Chenango County, NewYork

Signature \_\_\_\_\_ Date \_\_\_\_\_

December 28, 2023

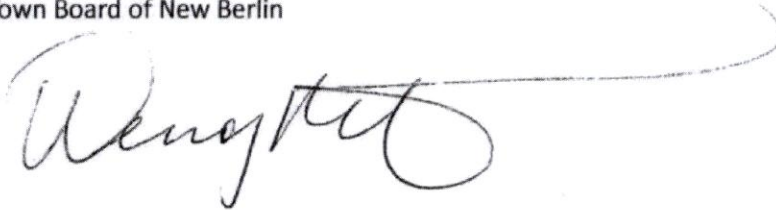
To the Town Board of New Berlin,

This is my resignation letter to resign from the town board as a council person as of December 31, 2023.  
To accept the position of Town Supervisor as of January 1, 2024.

Thank you,

Wendy Rifanburg

Town Board of New Berlin

A handwritten signature in cursive script, appearing to read "Wendy Rifanburg", with a long horizontal flourish extending to the right.

# Appendix 10 – Annual Checklist for Review of Justice Court Records

Name of Municipality:

Month Reviewed:  Through

Name of Justice:

12/27/23

Review Performed By:

Date

Amended 1/3/24 to reflect December monthly report ~~1/3/24~~

# Annual Checklist for Review of Justice Court Records

## Cash Receipts Book

Yes    No

- ▶ Are pre-numbered receipt forms issued for all collections? X
- ▶ Are duplicate receipts kept for court records? X
- ▶ Are receipts recorded up-to-date? X      
*Last recorded receipt:*  
 # 3059    Date 12/22/23    Amount 690<sup>00</sup>
- ▶ Is the receipt book maintained in a manner to identify date received, payer, and the amount of fines, fees, bail and other categories of collection? ○
- ▶ Are deposits identified? X
- ▶ Are duplicate deposit slips kept for court records? X
- ▶ Are deposits made within 72 hours of collection (exclusive of Sundays and holidays)? X
- ▶ Are deposits recorded up-to-date? 12/21/24 - \$830<sup>00</sup> X      
*Last recorded deposit:*  
 Date 12/20/23    Amount \$1436<sup>00</sup>    1/3/24
- ▶ Is the receipt book totaled and summarized at the end of each month? ○      
*Last Month Totaled and Summarized* 1241<sup>00</sup>

## Cash Disbursements Book

- ▶ Are pre-numbered checks used for all disbursements other than petty cash? X
- ▶ Are all checks signed by the Justice? X
- ▶ Are canceled checks (or check images) returned with bank statements and kept for court records? X
- ▶ Are checks recorded up-to-date? ○      
*Last recorded check:*  
 # 164    Date 12/10/23    Amount \$0.97  
165    1/3/24    1003<sup>00</sup>    1/3/24

## Bank Reconciliations

- ▶ Are bank accounts reconciled promptly after bank statements are received? ○      
*Last Bank Reconciliation for Each Bank Account:*  
 Date Performed 12/10/23    Month Ending 11/23  
1/3/24    12/23    1/3/24

## Additional Supporting Records

- ▶ Is a list of bail maintained? X
- ▶ Is a record of uncollected installment payments maintained? X



# Annual Checklist for Review of Justice Court Records

Yes    No

## Dockets and Case Files

- ▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims? X
- ▶ Are case files maintained for all cases? If manual, an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case files are filed by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address. X
- ▶ Do dockets for disposed cases appear to be complete? X
- ▶ Do dockets for disposed cases agree with amounts reported? X

## Cash Book Reconciliation

- ▶ Is the cash book reconciled to the adjusted bank balances at the end of each month? X
- ▶ Does the cash book total agree with the bank reconciliation and supporting information?

Last Cash Reconciliation:

Date Performed 12/6/23 / 1/3/24    Month Ending Nov / Dec    4/13/24

## Reports to the Division of Criminal Justice Services

- ▶ Are reports made timely to the Division of Criminal Justice Services? X
- ▶ Has the court received any notices regarding late reporting?  
If yes, why were the reports late and what corrective actions were taken? \_\_\_\_\_     X

## Reports to the Justice Court Fund

- ▶ Are reports made timely to the Justice Court Fund? X
- ▶ Do reported amounts agree with docket dispositions and case files? X
- ▶ Do reported amounts agree with cash receipt and disbursement books?  
Last report submitted: Month Ending 12    Date 1/3/24    Amount 2218.00
- ▶ Has the court received any notices regarding late reporting?  
If yes, why were the reports late and what corrective actions were taken? \_\_\_\_\_     X

## Annual Checklist for Review of Justice Court Records

Yes    No

### Reporting to the Department of Motor Vehicles - TSLED Program

- ▶ Has the court received any notices regarding pending cases?       
 If yes, why were the cases pending and what corrective actions were taken, if any.  
Reviewed by Court Clerk and resolved.  
Clerical error resolved before submission.

Note: Cases over 60 days are eligible to be Scofflawed. TSLED sends a monthly listing of pending cases to the Court. The court should respond either manually or electronically to TSLED with the outcome of these pending cases.

- ▶ Are reports from TSLED to the court maintained and utilized?       
 Last TSLED Report Available: Date 12/27/23  
 Note: Courts can access reports on-line from TSLED at any time.

- ▶ How many cases are shown as pending in the last TSLED report? 0
- ▶ Does the cash book total agree with the bank reconciliation and supporting information?
- Is the number of pending cases reasonable?
  - How many cases are shown as pending for more than 90 days? \_\_\_\_\_
  - What actions have been taken to dispose of these cases?

### Overall Evaluation

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# NEWLY ELECTED OFFICIALS 2024 TRAINING SCHOOL



## GENERAL INFORMATION

WHEN: January 10 - 12, 2024  
DoubleTree by Hilton, 1111 Jefferson Road, Rochester, NY 14623

and

January 17 - 19, 2024  
Albany Marriott, 189 Wolf Road, Albany, NY 12205

WHO: All first- and second-term supervisors, town board members, fiscal personnel and town clerks are encouraged to attend.

WHAT'S INCLUDED: Registration begins at 7:30 a.m. on the first day of each session. A breakfast buffet is served between 7:30 and 8:30 a.m.

*AUTHORITY TO ATTEND: Attendance at this training school is permitted by section 77-b of the General Municipal Law. Subdivision 3 of the section permits the town board to authorize attendance by "any of its members or any officer or employee ... or other person who has been elected pursuant to law to a public office of a municipality for which the term of office has not commenced ..." You are entitled to be reimbursed for all reasonable costs incurred while attending this program.*

REGISTRATION INFORMATION: There is a school fee of \$200 per member / \$250 per non-member, which is payable in advance of the program. This fee covers the cost of tuition, course materials, breakfasts, lunches and coffee breaks. Please complete the registration form and return with payment to the address indicated on the next page.

NEWLY ELECTED TOWN OFFICIAL TRAINING PACKAGE: All attendees of either NETO school can register for our 2024 Annual Meeting & Training School for the low price of \$50!

HOTEL RESERVATIONS: A block of rooms has been reserved at both locations. To reserve a room at the special rates, call your designated hotel, referencing the Association of Towns' program:

- DoubleTree by Hilton Rochester                      \$149 Standard Room                      1-800-774-1500  
    Cut-off date for preferential rates:              December 10, 2023
- Albany Marriott                                      \$129 Standard Room                      1-800-228-9290  
    Cut-off date for preferential rates:              December 20, 2023

DID YOU KNOW? As a town officer, you are not required to pay tax on the room. Tax-exempt certificates should be carried with you for check-in. We will have extras available.

FOR FURTHER INFORMATION: Please contact Patty Kebea, Executive Meeting Coordinator, Association of Towns, at (518) 465-7933 or via email at [pkebea@nytowns.org](mailto:pkebea@nytowns.org).

**Checks made payable to Association of Towns. Please mail completed forms, one per registrant, with full payment to:  
Association of Towns, Attn: Patty Kebea, Executive Meeting Coordinator, 150 State St., Albany, NY 12207**



FOR INTERNAL USE ONLY

Association of Towns Educational Series  
Registration Form

CHK # \_\_\_\_\_

ORDER # \_\_\_\_\_

TRAINING & CERTIFICATION  
FOR NEWLY ELECTED TOWN OFFICIALS

NAME \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

TOWN/COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

ONE REGISTRANT PER FORM

EVENT: 2024 NEWLY ELECTED TOWN OFFICIAL SCHOOLS

Rochester | Albany

- Registration and breakfast begins at 7:30 a.m. at each location.
- Classes run all day Wednesday, Thursday plus half-day Friday.
- All attendees are invited to Wednesday evening Welcome Reception at each location. Details to follow.
- Registration includes all class materials, breakfast and lunch.
- All attendees must book their own hotel room reservation by calling the corresponding phone number or visiting:

DoubleTree by Hilton:

<https://www.hilton.com/en/attend-my-event/rocddtdt-nto-64fff8b7-ee57-4715-af15-09ed4ab2220e/>

Albany Marriott:

<https://www.marriott.com/events/start.mi?id=1692305638292&key=GRP>

Dates	Location	Member Rates*	Select (X)	Non-Member Rates*	Select (X)	Room Rates	Last Day to Book Hotel Room
January 10 - 12, 2024	DoubleTree by Hilton 1111 Jefferson Road Rochester, NY 14623 1-800-774-1500	\$200		\$250		\$149/night	December 10, 2023
January 17 - 19, 2024	Albany Marriott 189 Wolf Road Albany, NY 12205 1-800-228-9290	\$200		\$250		\$129/night	December 20, 2023

\*For refunds, less a \$10 processing fee, notice of cancellation must be received 10 days prior to day of event - NO REFUNDS after that date.

For questions, please email Patty Kebea at [pkebea@nytowns.org](mailto:pkebea@nytowns.org) or call (518)465-7933.





6160 County Road 32  
Norwich, NY 13815  
607.334.9724  
Fax 607.336.9724  
info@chenangospca.org

*The mission of the  
Chenango SPCA  
is to provide and  
promote care,  
compassion and  
respect for our  
animals and our  
community.*

Town Supervisor  
PO Box 845  
New Berlin, NY 13411

Dear Town Supervisor,

September 1, 2023

As you are no doubt aware, Section 114 of New York State's Agriculture and Markets Law requires every town and city, as well as every village in which dog licenses are issued, to establish and maintain a shelter for dogs, in addition to (or in lieu of) which, they may also contract with organizations such as the Chenango SPCA, or with other municipalities, for those services. Your current agreement with the Chenango SPCA will expire on December 31, 2023.

Presently, I am preparing a substantial revision of that agreement. In part, this revision will reflect the disparity between the Chenango SPCA's capacity and the number of dogs brought to us by Dog Control Officers.

This disparity has caused us to exceed our capacity for most (56.2%) of this year so far. The damage caused to our facility is extensive, and the constantly-full state of our kennels makes them nearly impossible to repair. After the current municipal fee (\$75) per dog and adoption fee (\$155) are subtracted, the Chenango SPCA still incurs an average cost of \$390.73 per dog. Through July, that has meant a loss of more than \$44,000 for our organization.

More than 80% of the dogs in our care were seized by Dog Control Officers, leaving us with effectively no capacity to accept dogs directly from members of the public who have a genuine need to surrender them.

At this point, we must admit that our ability to assist municipalities in meeting their dog shelter obligations under Section 114 is limited.

I will send a finalized revision of the agreement for your consideration in the coming weeks. **In the meantime, please complete the attached form indicating your intent to renew, or not, our agreement for next year. Renewal is not guaranteed.** Should you decide not to renew, we wish you and the dogs in your care all the best!

Thank you,

Patrick McLaughlin  
Executive Director

## Chenango SPCA Animal Shelter Agreement Intent to Renew for 2024

Please complete this form to indicate whether you currently intend to renew your agreement with the Chenango SPCA for dog shelter services in 2024. **This expression of intent to renew (or not) shall not be considered binding on either party.**

Your Name: \_\_\_\_\_

Your Title: \_\_\_\_\_

Your Municipality: \_\_\_\_\_

At this time:

- My municipality **does** intend to renew our dog shelter agreement with the Chenango SPCA for 2024.
- My municipality **does not** intend to renew our dog shelter agreement with the Chenango SPCA for 2024.
- My municipality would need to know the details of any revision before determining, even on a preliminary basis, our intent to new our dog shelter agreement with the Chenango SPCA for 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Thank you! Please return this form in the enclosed return envelope.





6160 County Road 32  
Norwich, NY 13815  
607.334.9724  
Fax 607.336.9724  
info@chenangospca.org

*The mission of the  
Chenango SPCA  
is to provide and  
promote care,  
compassion and  
respect for our  
animals and our  
community.*

Town Supervisor  
PO Box 845  
New Berlin, NY 13411

Dear Town Supervisor,

September 25, 2023

In my previous letter, I explained that the Chenango SPCA was in the process of revising our Animal Shelter Agreement with municipalities for 2024, and that the new agreement would better reflect the realities of our physical shelter capacity, the high demand for our services among the municipalities of Chenango County, and the real costs we incur in providing those services.

After discussion with our Board of Directors and consultation with the Department of Agriculture and Markets, I am pleased to present for your consideration the revised Animal Shelter Agreement for 2024, two copies of which please find enclosed.

In order to facilitate and simplify your review of this revised agreement, please take note of the following significant changes:

1. The revised agreement requires municipalities to appoint **at least two** Dog Control Officers, one of whom may be a secondary or substitute Dog Control Officer. Please complete the enclosed form to provide necessary contact information for your Dog Control Officers.
2. This agreement allows the Chenango SPCA to collect impoundment, redemption, and licensure fees, and issue dog licenses, on behalf of municipalities for dogs in our shelter, whether redeemed or adopted. The agreement requires municipalities to provide to the Chenango SPCA whatever materials (tags, forms, etc.) are required for these tasks.
3. This agreement changes the fee structure and amount for our animal sheltering services. **Effective January 1, 2024, we will provide shelter at the rate of \$50 per day to dogs seized according to the provisions of this agreement.**
4. This agreement reduces our stray holding period from the previous "five business days" to the legal minimum "five days."
5. This agreement clarifies the circumstances under which the Chenango SPCA is able to accept dogs seized by Dog Control Officers, specifically limiting them to the provisions of Section 117 of Article 7 of the Agriculture and Markets Law.

I encourage you to read through the agreement in its entirety. In addition to the points above, the new agreement provides much more explicit terms to define the nature of our agreement, as well as citations of relevant portions of New York law.

If your municipality accepts this agreement, please sign, date, and return **both copies** to the Chenango SPCA (using the enclosed return envelope). One countersigned copy will be returned to you. **Please note:** As explained in the agreement itself, your signed, dated, and returned agreement **must** be accompanied by a completed Dog Control Officer Contact Information sheet, without which the agreement **will not** be executed. Your signed, dated agreement (and Dog Control Officer Contact Information sheet) must be returned to the Chenango SPCA **no later than November 30, 2023**, or our current agreement will expire without renewal or replacement.

Should your municipality reject this agreement, we request that you inform us of this decision in writing as promptly as possible.

Thank you,



Patrick McLaughlin  
Executive Director



## Chenango SPCA 2024 Dog Control Officer Contact Information

Please complete this form and return it to the Chenango SPCA with your **two signed copies** of the Animal Shelter Agreement prior to November 30, 2023. If your municipality does not renew our agreement, the Chenango SPCA will still be happy to list contact information for your Dog Control Officers on our website.

**Primary Dog Control Officer:**

First Name:		Phone #1:	home   cell   work
Last Name:		Phone #2:	home   cell   work
Email:			

**Secondary/Substitute Dog Control Officer:**

First Name:		Phone #1:	home   cell   work
Last Name:		Phone #2:	home   cell   work
Email:			

**\*\*\*Any additional Dog Control Officers can be listed on the back of this form.**

**Please check the appropriate box:**

- My signed and dated Animal Shelter Agreement for 2024 is enclosed.
- My municipality will not renew its Animal Shelter Agreement for 2024.

Municipality: \_\_\_\_\_

Your Name & Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Additional Dog Control Officers (Optional):**

First Name:		Phone #1:	home cell work
Last Name:		Phone #2:	home cell work
Email:			

First Name:		Phone #1:	home cell work
Last Name:		Phone #2:	home cell work
Email:			

First Name:		Phone #1:	home cell work
Last Name:		Phone #2:	home cell work
Email:			

First Name:		Phone #1:	home cell work
Last Name:		Phone #2:	home cell work
Email:			

**Chenango SPCA**  
**Animal Shelter Agreement for 2024**

This agreement is made between the (City / Town / Village) of \_\_\_\_\_  
(circle one)

(hereinafter, “the Municipality”) in Chenango County and the Chenango County Society for the Prevention of Cruelty to Animals (hereinafter, “Chenango SPCA”), located in the Town of Norwich, in Chenango County. These are collectively referred to as “the Parties.” Provided this agreement has been signed and dated below by the appropriate representative of each Party, and **returned to the Chenango SPCA before November 30, 2023**, it shall take effect on January 1, 2024, and remain in effect through December 31, 2024, unless terminated by either Party according to the provisions below or rendered invalid by a decision of any court or administrative department with authority to do so.

**Part I:**  
**Dog Control Officers**

Consolidated Laws of New York; Chapter 69: Agriculture & Markets; Article 7: Licensing, Identification, and Control of Dogs; Section 113: Dog control officers (selection):

*1. Each town and city, and each village in which licenses are issued, shall appoint, and any other village and any county may appoint, one or more dog control officers for the purpose of assisting, within the appointing municipality, with the control of dogs and the enforcement of this article. 2. In lieu of or in addition to the appointment of a dog control officer or officers, any town or city, or any village in which licenses are issued shall, and any other village and any county may, contract for dog control officer services with any other municipality or with any incorporated humane society or similar incorporated dog protective association, or shall appoint, jointly with one or more other municipalities, one or more dog control officers having jurisdiction in each of the cooperating municipalities.*

Consolidated Laws of New York; Chapter 69: Agriculture & Markets; Article 7: Licensing, Identification, and Control of Dogs; Section 114: Pounds and shelters (selection):

*1. Each town and city, and each village in which licenses are issued shall, and any other village and any county may, establish and maintain a pound or shelter for dogs. 2. In lieu of or in addition to establishing and maintaining such pound or shelter, any town or city, or any village in which licenses are issued shall, and any other village and any county may, contract for pound or shelter services with any other municipality or with any incorporated*



*humane society or similar incorporated dog protective association, or with a public authority providing shelter services or its subsidiary that is wholly created for the sole purpose of providing such services, or shall establish and maintain, jointly or with one or more other municipalities, a pound or shelter.*

WHEREAS the above-cited sections of the New York State Agriculture and Markets Law obligate the Municipality to appoint, or contract for the services of, Dog Control Officers to assist with the control of dogs and the enforcement of the provisions of Article 7 of the Agriculture and Markets Law, and to establish and maintain, or contract for the services of, a shelter for dogs seized according to Article 7 of the Agriculture and Markets Law, and

WHEREAS the Chenango SPCA is an incorporated, not-for-profit organization that operates an animal shelter intended for the companion animals of Chenango County,

The Parties hereby agree as follows:

1. The Municipality will appoint, or contract for the services of, not less than two Dog Control Officers (one of whom may be a secondary/substitute Dog Control Officer), to establish proper control of the dog population within its jurisdiction, and to enforce the provisions of Article 7 of the Agriculture and Markets Law. The Chenango SPCA does not provide Dog Control Officers or Dog Control services to, or on behalf of, the Municipality.
2. When returning its signed copy of this agreement to the Chenango SPCA, the Municipality will include a complete list of all persons who will be authorized, whether in a primary or secondary capacity, as Dog Control Officers within its jurisdiction, as of January 1, 2024.
  - a. Said list of Dog Control Officers must include complete and accurate contact information for each Dog Control Officer, by which they may be reached at any time of day, on any day of the week.
  - b. Said list of Dog Control Officers must be signed and dated by the same representative of the Municipality who signs and dates this agreement. This agreement, even though signed and dated on time by the proper representative of the Municipality, shall be considered null and void unless accompanied by said list of Dog Control Officers, properly signed and dated.
  - c. If at any time during the effective period of this agreement there is a change to the list of persons appointed or authorized as Dog Control Officers for the Municipality, or to their contact information, the Municipality shall notify the Chenango SPCA of all such changes promptly. If such notice is given by phone or email, it shall be



confirmed by postal letter addressed and mailed to the Chenango SPCA, and signed and dated by the proper Municipal representative.

- i. In the event that any change to the list of Dog Control Officers must be made in the period between signing and dating this agreement and its taking effect on January 1, 2024, the same procedure is to be followed.
- d. The Chenango SPCA reserves the right to refuse to shelter any dog presented to us, or left in our possession, on behalf of the Municipality by any person who is *not* included on the Municipality's most recent list of Dog Control Officers.
  - i. In such an event, the Municipality must immediately re-take possession of the dog and make other arrangements for its shelter. The Chenango SPCA reserves the right to impose a boarding fee of seventy-five dollars (\$75) per day or portion thereof that said dog is in our possession. The Municipality's acceptance of this agreement forfeits any right to dispute this fee.
  - ii. The Parties agree that "Good Samaritans" who present to the Chenango SPCA lost or stray dogs, or dogs otherwise found at large, do so as private citizens, and not on behalf of the Municipality.
  - iii. Whereas Article 7, Section 117, of the Agriculture and Markets Law authorizes "Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to a municipality" to seize dogs according to the provisions of the same section, the Parties agree that peace officers, acting pursuant to their special duties, or police officers in the employ of or under contract to the Municipality, may present dogs to the Chenango SPCA for shelter according to Article 7 of the Agriculture and Markets Law, regardless of their inclusion on the Municipality's most recently amended list of Dog Control Officers.
  - iv. The Municipality agrees to pay to the Chenango SPCA all relevant fees for services relating to any dog presented to the Chenango SPCA on its behalf by any person included on its most recently amended list of Dog Control Officers, as well as any peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to the Municipality.
3. Once the relevant redemption period mandated by Section 117 of Article 7 of the Agriculture and Markets Law, during which time a dog's owner may reclaim it in accordance with the procedure outlined therein, has elapsed, the dog's ownership is automatically transferred to the Chenango SPCA, and the Chenango SPCA has sole authority to make decisions about its disposition, including its adoption to a new owner.

- a. At no time, either during or after the redemption period, will the Municipality or its officers, agents, or representatives make any promises or assurances to any individual about any dog's eventual disposition.
  - b. Questions relating to the Chenango SPCA's programs, services, policies, or procedures shall be directed to the staff of the Chenango SPCA. Neither the Municipality nor any of its officers, agents, or representatives will attempt to answer such questions on the Chenango SPCA's behalf.
4. The Chenango SPCA will provide to all persons included on the Municipality's most recently amended list of Dog Control Officers a door code granting 24-hour access to the portion of our facility designated for Dog Control Officers. The purpose of this access is to enable Dog Control Officers to present dogs to the Chenango SPCA on the Municipality's behalf at any time of day.
  - a. The Chenango SPCA will update the door code annually, on January 1. All properly listed Dog Control Officers will be notified of the new code in advance. Should the Chenango SPCA find it necessary to update the door code during the course of the year, all properly listed Dog Control Officers will be notified as promptly as possible.
  - b. Dog Control Officers are required to maintain strict confidentiality regarding the Chenango SPCA's door code, and must not disseminate this information to any unauthorized persons. If a Dog Control Officer believes it necessary to share this information, prior permission must be obtained from the Chenango SPCA's executive director.
5. The Chenango SPCA will provide to all properly listed Dog Control Officers training in the proper use of our facilities and relevant procedures relating to presentation of dogs to the Chenango SPCA for shelter on the Municipality's behalf.
6. All persons included on the Municipality's list of Dog Control Officers will be required to sign the Chenango SPCA's Confidentiality Agreement prior to January 1, 2024, and to renew this agreement annually.

**Part II:**  
**Article 7 Dog Seizure**

Consolidated Laws of New York; Chapter 69: Agriculture & Markets; Article 7: Licensing, Identification, and Control of Dogs; Section 117: Seizure of dogs; redemption periods; impoundment fees; adoption (selection):



*1. Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to a municipality shall seize:*

- (a) any dog which is not identified and which is not on the owner's premises;*
- (b) any dog which is not licensed, whether on or off the owner's premises;*
- (c) any licensed dog which is not in the control of its owner or custodian or not on the premises of the dog's owner or custodian, if there is probable cause to believe the dog is dangerous; and*
- (d) any dog which poses an immediate threat to the public safety.*

*Promptly upon seizure the dog control officer shall commence a proceeding as provided for in subdivision two of section one hundred twenty-three of this article.*

*1-a. Notwithstanding the seizure requirements provided in subdivision one of this section, dog control officer or peace officer, acting pursuant to his or her special duties, or police officer in the employ of or under contract to a municipality may, if there is no probable cause to believe the dog is dangerous, return any dog with a current license directly to the dog's owner or custodian of record at the address provided on such dog's license.*

*4. Each dog which is not identified, whether or not licensed, shall be held for a period of five days from the day seized during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of this article and further provided that the owner pays the following impoundment fees:*

- (a) not less than ten dollars for the first impoundment of any dog owned by that person;*
- (b) not less than twenty dollars for the first twenty-four hours or part thereof and three dollars for each additional twenty-four hours or part thereof for the second impoundment, within one year of the first impoundment, of any dog owned by that person; or*
- (c) not less than thirty dollars for the first twenty-four hours or part thereof and three dollars for each additional twenty-four hours or part thereof for the third and subsequent impoundments, within one year of the first impoundment, of any dog owned by that person.*

*The impoundment fees set forth in paragraphs (a), (b) and (c) of this subdivision notwithstanding, any municipality may set by local law or ordinance such fees in any amount.*

Given the requirements of Article 7 of the Agriculture and Markets Law, partially quoted above, the Parties agree as follows:

1. When any Dog Control Officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to the Municipality, seizes any dog in enforcement of Article 7 of the Agriculture and Markets Law, said officer does so on behalf of, and as an agent of, the Municipality. As such, the Municipality assumes all responsibility for handling and kenneling of said dog by said officer, and agrees to hold harmless and defend the Chenango SPCA from any and all claims in connection with said dog's seizure, handling, or kenneling, until it is accepted into the custody of the Chenango SPCA.
  - a. It is the Municipality's responsibility to ensure that all requirements of Article 7 of the Agriculture and Markets Law, and all other requirements that may apply, are satisfied by its officers, agents, and representatives. The Chenango SPCA takes responsibility for dogs seized in enforcement of Article 7 of the Agriculture and Markets Law **only after** said dogs have been presented to, and accepted by, the Chenango SPCA.
2. When any dog seized pursuant to Article 7 of the Agriculture and Markets Law by any Dog Control Officer or other authorized officer, agent, or representative of the Municipality is in need of immediate, humane, or life-sustaining veterinary care, said dog shall be delivered by the seizing officer directly to the care of a veterinarian, and not to the Chenango SPCA. The Municipality shall be solely responsible for any expenses incurred in seeking appropriate veterinary care.
  - a. The Chenango SPCA will assist the Municipality in identifying said dog's owner, provided the Municipality provides all information necessary to provide such assistance. This information includes, but is not necessarily limited to, the location of the dog's seizure and its physical description, any available information about identification tags or microchips, etc.
3. **The Municipality agrees that when any Dog Control Officer or other officer, agent, or representative of the Municipality seizes a properly licensed and identified dog and has no probable cause to believe said dog is a dangerous dog, said officer shall make a reasonable effort to return said dog to its owner or custodian of record, rather than presenting it to the Chenango SPCA.**
4. As required by subsection 5 of Section 113 of Article 7 of the Agriculture and Markets Law, whenever any Dog Control Officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to the Municipality, seizes any dog in enforcement of Article 7 of the Agriculture and Markets Law, said officer must make and



maintain a record of said seizure. This will be accomplished by completing the Seizure and Disposition Report.

5. The Chenango SPCA will provide shelter on behalf of the Municipality only for dogs seized by Dog Control Officers (or other authorized officers, agents, or representatives, as indicated above) in connection with the enforcement of Article 7 of the Agriculture and Markets Law, and only for those reasons indicated in subsection 1 of Section 117 of Article 7 of the Agriculture and Markets Law, cited above.
  - a. In the event that the owner of an identified dog is unavailable (whether due to incarceration, hospitalization, or some other cause), this does not, in itself, satisfy any of the conditions of subsection 1 of Section 117 of Article 7 of the Agriculture and Markets Law. Therefore, in such an event, the Municipality must make other arrangements for the dog's shelter.
  - b. In the event that a dog's owner wishes to surrender the dog to the Chenango SPCA, said owner must contact the Chenango SPCA directly to inquire about this possibility. No Municipality or officer, agent, or representative thereof may make promises or assurances to any person regarding the voluntary surrender of their dog(s). All questions about the Chenango SPCA's programs, services, policies, or procedures shall be directed to the staff of the Chenango SPCA.
6. In accordance with subsection 4 of Section 117 of Article 7 of the Agriculture and Markets Law, the Chenango SPCA will hold any dog which is not identified, whether or not licensed, for a period of five days from the day seized (as documented on the Seizure and Disposition Report), during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of Article 7 of the Agriculture and Markets Law and further provided that the owner pays the required fees.
  - a. **The Municipality agrees to allow the Chenango SPCA to act on its behalf in collecting impoundment fees, redemption fees, licensure fees, and in issuing dog licenses. Further, the Municipality, at its own expense, will provide to the Chenango SPCA all materials it requires for dog licensure, including its dog license applications, dog license certificates, and dog license tags, and will replenish these as needed.**
  - b. The Parties agree that the Chenango SPCA will keep an accurate record of all fees collected on behalf of the Municipality, and will reimburse the Municipality in full for such fees on a monthly basis.

7. Pursuant to subsection 6 of Section 117 of Article 7 of the Agriculture and Markets Law, the Chenango SPCA agrees to act on behalf of the Municipality *only* in providing written notification (by certified mail, return receipt requested) to the owner of any identified dog seized by the Municipality and accepted by the Chenango SPCA for shelter. Any personal notification shall be conducted by the Municipality, at its discretion. The Municipality agrees to inform the Chenango SPCA promptly of any such personal notification, so that the proper holding period mandated by the same subsection can be observed.
8. Upon the expiration of the relevant required holding period, as determined by the identification or licensure status of a dog seized by the Municipality, the Municipality forfeits all claims and responsibility for any dog accepted from it by the Chenango SPCA, to which ownership is automatically transferred upon expiration of the holding period. Even before this period has expired, dogs placed in the care of the Chenango SPCA by the Municipality will not be returned to the Municipality without prior authorization from the executive director of the Chenango SPCA. In such an event, the Municipality assumes all responsibility for said dog, including the responsibility to provide it shelter according to the requirements of the Agriculture and Markets Law.
9. For all dogs seized by the Municipality, its Dog Control Officers, or any other of its officers, agents, or representatives, and accepted by the Chenango SPCA, **the Municipality agrees to pay a fee of fifty dollars (\$50) per day that said dog is in the care of the Chenango SPCA**, until it is reclaimed by its owner, removed from the care of the Chenango SPCA by an officer, agent, or representative acting on behalf of the Municipality, or the expiration of the required holding period.
  - a. The Chenango SPCA will bill the Municipality monthly, and the Municipality agrees to remit payment monthly.
  - b. The Chenango SPCA reserves the right to establish and impose its own fees on the owners of dogs who wish to reclaim them, in addition to any fees collected on behalf of the Municipality. The Chenango SPCA likewise reserves the right to alter or waive its own fees at its sole discretion.

**Part III:  
"Good Samaritans"**

1. The Chenango SPCA will advise the public, from time to time, that the proper procedure for responding to the discovery of a lost, stray, or otherwise at large dog, is to contact the appropriate Dog Control Officer. Likewise, the Chenango SPCA will maintain a public list, published on our website, of all the Municipality's current Dog Control Officers and their contact information, as provided by the Municipality.



2. Nevertheless, when a private citizen presents a lost, stray, or otherwise at large dog to the Chenango SPCA, we reserve the right to accept it. In such an event, the Chenango SPCA will collaborate with the Municipality to identify the dog and determine whether it is licensed, and further to return it to its owner, if possible. The Municipality agrees to cooperate with this effort.
3. Dogs presented by private citizens will be accorded the same holding period as they would receive if presented by a Dog Control Officer, as determined by the provisions of Article 7 of the Agriculture and Markets Law. Upon the expiration of the relevant holding period, said dogs become the property of the Chenango SPCA.

**Part IV:  
Dog Adoptions**

1. The Chenango SPCA reserves the right to determine, apply, alter, and waive, at its sole discretion, its own adoption policies for dogs that have become its property. This includes the right to match dogs with potential adopters, and to refuse any adoption, for any reason, without explanation.
2. Neither the Municipality, nor any of its officers, agents, or representatives, will make any promises or assurances to any private citizen regarding the possibility of adopting a dog in the care of the Chenango SPCA. All questions about the Chenango SPCA's programs, services, policies, or procedures shall be directed to the staff of the Chenango SPCA.
3. In the event that any dog owned by the Chenango SPCA is adopted by a resident of the Municipality, the Municipality agrees to allow the Chenango SPCA to collect all relevant licensure fees, and to issue dog licenses, on its behalf.
  - a. The Municipality, at its own expense, will provide to the Chenango SPCA all materials it requires for dog licensure, including its dog license applications, dog license certificates, and dog license tags, and will replenish these materials as needed.
  - b. The Parties agree that the Chenango SPCA will keep an accurate record of all fees collected on behalf of the Municipality, and will reimburse the Municipality in full for such fees on a monthly basis.

**Part V:  
Dangerous Dogs**

1. This agreement shall not be construed to obligate the Chenango SPCA to accept dogs seized according to Section 123 of Article 7 of the Agriculture and Markets Law, pertaining to dangerous dogs.



**Part VI:**  
**Animal Cruelty**

1. The Chenango SPCA is not an investigative or law enforcement agency, and is therefore unable to provide investigative or law enforcement services for the Municipality.
2. When the Municipality, its Dog Control Officers, or any other of its agents, officers, or representatives, suspect a case of animal cruelty (particularly as defined in Agriculture and Markets Law, Article 26, Sections 353 through 353-F), this must be investigated by the appropriate law enforcement agency for that jurisdiction, and prosecuted if appropriate.
  - a. All Parties to this agreement will refer credible reports from private citizens about suspected animal cruelty to the appropriate law enforcement agency.
3. The Chenango SPCA is unable to provide boarding for animals seized as evidence as part of an animal cruelty investigation.
  - a. In the event that the owner of such animals willingly surrenders them to the Chenango SPCA, and relinquishes ownership in writing, the Chenango SPCA may, at its discretion, accept as many of them as it determines it has the capacity to house.
  - b. In that event, the Chenango SPCA will ensure that each animal is promptly examined by a veterinarian and all evidence of possible animal cruelty properly documented. Copies of this evidence will be given to the appropriate law enforcement agency.

**Part VII:  
Execution and Termination**

1. This agreement shall be considered fully executed once signed and dated by the authorized representative of each Party, and the requirements of Part I, Section 2 have been satisfied.
2. This agreement, once executed, shall take effect on January 1, 2024, and remain in effect through December 31, 2024, unless terminated by either party or invalidated by a court or administrative agency with authority to do so.
3. Either Party may terminate this agreement at any time. Notification of termination must be provided in writing, at least thirty (30) days prior to the date of termination.

**Municipality:**

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Chenango SPCA:**

Patrick M<sup>c</sup>Laughlin  
\_\_\_\_\_  
Printed Name of Representative

Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Chenango SPCA  
Animal Shelter Agreement for 2024**

This agreement is made between the (City / Town / Village) of \_\_\_\_\_  
(circle one)

(hereinafter, "the Municipality") in Chenango County and the Chenango County Society for the Prevention of Cruelty to Animals (hereinafter, "Chenango SPCA"), located in the Town of Norwich, in Chenango County. These are collectively referred to as "the Parties." Provided this agreement has been signed and dated below by the appropriate representative of each Party, and **returned to the Chenango SPCA before November 30, 2023**, it shall take effect on January 1, 2024, and remain in effect through December 31, 2024, unless terminated by either Party according to the provisions below or rendered invalid by a decision of any court or administrative department with authority to do so.

**Part I:  
Dog Control Officers**

Consolidated Laws of New York; Chapter 69: Agriculture & Markets; Article 7: Licensing, Identification, and Control of Dogs; Section 113: Dog control officers (selection):

*1. Each town and city, and each village in which licenses are issued, shall appoint, and any other village and any county may appoint, one or more dog control officers for the purpose of assisting, within the appointing municipality, with the control of dogs and the enforcement of this article. 2. In lieu of or in addition to the appointment of a dog control officer or officers, any town or city, or any village in which licenses are issued shall, and any other village and any county may, contract for dog control officer services with any other municipality or with any incorporated humane society or similar incorporated dog protective association, or shall appoint, jointly with one or more other municipalities, one or more dog control officers having jurisdiction in each of the cooperating municipalities.*

Consolidated Laws of New York; Chapter 69: Agriculture & Markets; Article 7: Licensing, Identification, and Control of Dogs; Section 114: Pounds and shelters (selection):

*1. Each town and city, and each village in which licenses are issued shall, and any other village and any county may, establish and maintain a pound or shelter for dogs. 2. In lieu of or in addition to establishing and maintaining such pound or shelter, any town or city, or any village in which licenses are issued shall, and any other village and any county may, contract for pound or shelter services with any other municipality or with any incorporated*



*humane society or similar incorporated dog protective association, or with a public authority providing shelter services or its subsidiary that is wholly created for the sole purpose of providing such services, or shall establish and maintain, jointly or with one or more other municipalities, a pound or shelter.*

WHEREAS the above-cited sections of the New York State Agriculture and Markets Law obligate the Municipality to appoint, or contract for the services of, Dog Control Officers to assist with the control of dogs and the enforcement of the provisions of Article 7 of the Agriculture and Markets Law, and to establish and maintain, or contract for the services of, a shelter for dogs seized according to Article 7 of the Agriculture and Markets Law, and

WHEREAS the Chenango SPCA is an incorporated, not-for-profit organization that operates an animal shelter intended for the companion animals of Chenango County,

The Parties hereby agree as follows:

1. The Municipality will appoint, or contract for the services of, not less than two Dog Control Officers (one of whom may be a secondary/substitute Dog Control Officer), to establish proper control of the dog population within its jurisdiction, and to enforce the provisions of Article 7 of the Agriculture and Markets Law. The Chenango SPCA does not provide Dog Control Officers or Dog Control services to, or on behalf of, the Municipality.
2. When returning its signed copy of this agreement to the Chenango SPCA, the Municipality will include a complete list of all persons who will be authorized, whether in a primary or secondary capacity, as Dog Control Officers within its jurisdiction, as of January 1, 2024.
  - a. Said list of Dog Control Officers must include complete and accurate contact information for each Dog Control Officer, by which they may be reached at any time of day, on any day of the week.
  - b. Said list of Dog Control Officers must be signed and dated by the same representative of the Municipality who signs and dates this agreement. This agreement, even though signed and dated on time by the proper representative of the Municipality, shall be considered null and void unless accompanied by said list of Dog Control Officers, properly signed and dated.
  - c. If at any time during the effective period of this agreement there is a change to the list of persons appointed or authorized as Dog Control Officers for the Municipality, or to their contact information, the Municipality shall notify the Chenango SPCA of all such changes promptly. If such notice is given by phone or email, it shall be

confirmed by postal letter addressed and mailed to the Chenango SPCA, and signed and dated by the proper Municipal representative.

- i. In the event that any change to the list of Dog Control Officers must be made in the period between signing and dating this agreement and its taking effect on January 1, 2024, the same procedure is to be followed.
- d. The Chenango SPCA reserves the right to refuse to shelter any dog presented to us, or left in our possession, on behalf of the Municipality by any person who is *not* included on the Municipality's most recent list of Dog Control Officers.
  - i. In such an event, the Municipality must immediately re-take possession of the dog and make other arrangements for its shelter. The Chenango SPCA reserves the right to impose a boarding fee of seventy-five dollars (\$75) per day or portion thereof that said dog is in our possession. The Municipality's acceptance of this agreement forfeits any right to dispute this fee.
  - ii. The Parties agree that "Good Samaritans" who present to the Chenango SPCA lost or stray dogs, or dogs otherwise found at large, do so as private citizens, and not on behalf of the Municipality.
  - iii. Whereas Article 7, Section 117, of the Agriculture and Markets Law authorizes "Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to a municipality" to seize dogs according to the provisions of the same section, the Parties agree that peace officers, acting pursuant to their special duties, or police officers in the employ of or under contract to the Municipality, may present dogs to the Chenango SPCA for shelter according to Article 7 of the Agriculture and Markets Law, regardless of their inclusion on the Municipality's most recently amended list of Dog Control Officers.
  - iv. The Municipality agrees to pay to the Chenango SPCA all relevant fees for services relating to any dog presented to the Chenango SPCA on its behalf by any person included on its most recently amended list of Dog Control Officers, as well as any peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to the Municipality.
3. Once the relevant redemption period mandated by Section 117 of Article 7 of the Agriculture and Markets Law, during which time a dog's owner may reclaim it in accordance with the procedure outlined therein, has elapsed, the dog's ownership is automatically transferred to the Chenango SPCA, and the Chenango SPCA has sole authority to make decisions about its disposition, including its adoption to a new owner.



- a. At no time, either during or after the redemption period, will the Municipality or its officers, agents, or representatives make any promises or assurances to any individual about any dog's eventual disposition.
  - b. Questions relating to the Chenango SPCA's programs, services, policies, or procedures shall be directed to the staff of the Chenango SPCA. Neither the Municipality nor any of its officers, agents, or representatives will attempt to answer such questions on the Chenango SPCA's behalf.
4. The Chenango SPCA will provide to all persons included on the Municipality's most recently amended list of Dog Control Officers a door code granting 24-hour access to the portion of our facility designated for Dog Control Officers. The purpose of this access is to enable Dog Control Officers to present dogs to the Chenango SPCA on the Municipality's behalf at any time of day.
  - a. The Chenango SPCA will update the door code annually, on January 1. All properly listed Dog Control Officers will be notified of the new code in advance. Should the Chenango SPCA find it necessary to update the door code during the course of the year, all properly listed Dog Control Officers will be notified as promptly as possible.
  - b. Dog Control Officers are required to maintain strict confidentiality regarding the Chenango SPCA's door code, and must not disseminate this information to any unauthorized persons. If a Dog Control Officer believes it necessary to share this information, prior permission must be obtained from the Chenango SPCA's executive director.
5. The Chenango SPCA will provide to all properly listed Dog Control Officers training in the proper use of our facilities and relevant procedures relating to presentation of dogs to the Chenango SPCA for shelter on the Municipality's behalf.
6. All persons included on the Municipality's list of Dog Control Officers will be required to sign the Chenango SPCA's Confidentiality Agreement prior to January 1, 2024, and to renew this agreement annually.

**Part II:**  
**Article 7 Dog Seizure**

Consolidated Laws of New York; Chapter 69: Agriculture & Markets; Article 7: Licensing, Identification, and Control of Dogs; Section 117: Seizure of dogs; redemption periods; impoundment fees; adoption (selection):



*1. Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to a municipality shall seize:*

- (a) any dog which is not identified and which is not on the owner's premises;*
- (b) any dog which is not licensed, whether on or off the owner's premises;*
- (c) any licensed dog which is not in the control of its owner or custodian or not on the premises of the dog's owner or custodian, if there is probable cause to believe the dog is dangerous; and*
- (d) any dog which poses an immediate threat to the public safety.*

*Promptly upon seizure the dog control officer shall commence a proceeding as provided for in subdivision two of section one hundred twenty-three of this article.*

*1-a. Notwithstanding the seizure requirements provided in subdivision one of this section, dog control officer or peace officer, acting pursuant to his or her special duties, or police officer in the employ of or under contract to a municipality may, if there is no probable cause to believe the dog is dangerous, return any dog with a current license directly to the dog's owner or custodian of record at the address provided on such dog's license.*

*4. Each dog which is not identified, whether or not licensed, shall be held for a period of five days from the day seized during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of this article and further provided that the owner pays the following impoundment fees:*

- (a) not less than ten dollars for the first impoundment of any dog owned by that person;*
- (b) not less than twenty dollars for the first twenty-four hours or part thereof and three dollars for each additional twenty-four hours or part thereof for the second impoundment, within one year of the first impoundment, of any dog owned by that person; or*
- (c) not less than thirty dollars for the first twenty-four hours or part thereof and three dollars for each additional twenty-four hours or part thereof for the third and subsequent impoundments, within one year of the first impoundment, of any dog owned by that person.*

*The impoundment fees set forth in paragraphs (a), (b) and (c) of this subdivision notwithstanding, any municipality may set by local law or ordinance such fees in any amount.*

Given the requirements of Article 7 of the Agriculture and Markets Law, partially quoted above, the Parties agree as follows:

1. When any Dog Control Officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to the Municipality, seizes any dog in enforcement of Article 7 of the Agriculture and Markets Law, said officer does so on behalf of, and as an agent of, the Municipality. As such, the Municipality assumes all responsibility for handling and kenneling of said dog by said officer, and agrees to hold harmless and defend the Chenango SPCA from any and all claims in connection with said dog's seizure, handling, or kenneling, until it is accepted into the custody of the Chenango SPCA.
  - a. It is the Municipality's responsibility to ensure that all requirements of Article 7 of the Agriculture and Markets Law, and all other requirements that may apply, are satisfied by its officers, agents, and representatives. The Chenango SPCA takes responsibility for dogs seized in enforcement of Article 7 of the Agriculture and Markets Law **only after** said dogs have been presented to, and accepted by, the Chenango SPCA.
2. When any dog seized pursuant to Article 7 of the Agriculture and Markets Law by any Dog Control Officer or other authorized officer, agent, or representative of the Municipality is in need of immediate, humane, or life-sustaining veterinary care, said dog shall be delivered by the seizing officer directly to the care of a veterinarian, and not to the Chenango SPCA. The Municipality shall be solely responsible for any expenses incurred in seeking appropriate veterinary care.
  - a. The Chenango SPCA will assist the Municipality in identifying said dog's owner, provided the Municipality provides all information necessary to provide such assistance. This information includes, but is not necessarily limited to, the location of the dog's seizure and its physical description, any available information about identification tags or microchips, etc.
3. **The Municipality agrees that when any Dog Control Officer or other officer, agent, or representative of the Municipality seizes a properly licensed and identified dog and has no probable cause to believe said dog is a dangerous dog, said officer shall make a reasonable effort to return said dog to its owner or custodian of record, rather than presenting it to the Chenango SPCA.**
4. As required by subsection 5 of Section 113 of Article 7 of the Agriculture and Markets Law, whenever any Dog Control Officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to the Municipality, seizes any dog in enforcement of Article 7 of the Agriculture and Markets Law, said officer must make and



maintain a record of said seizure. This will be accomplished by completing the Seizure and Disposition Report.

5. The Chenango SPCA will provide shelter on behalf of the Municipality only for dogs seized by Dog Control Officers (or other authorized officers, agents, or representatives, as indicated above) in connection with the enforcement of Article 7 of the Agriculture and Markets Law, and only for those reasons indicated in subsection 1 of Section 117 of Article 7 of the Agriculture and Markets Law, cited above.
  - a. In the event that the owner of an identified dog is unavailable (whether due to incarceration, hospitalization, or some other cause), this does not, in itself, satisfy any of the conditions of subsection 1 of Section 117 of Article 7 of the Agriculture and Markets Law. Therefore, in such an event, the Municipality must make other arrangements for the dog's shelter.
  - b. In the event that a dog's owner wishes to surrender the dog to the Chenango SPCA, said owner must contact the Chenango SPCA directly to inquire about this possibility. No Municipality or officer, agent, or representative thereof may make promises or assurances to any person regarding the voluntary surrender of their dog(s). All questions about the Chenango SPCA's programs, services, policies, or procedures shall be directed to the staff of the Chenango SPCA.
6. In accordance with subsection 4 of Section 117 of Article 7 of the Agriculture and Markets Law, the Chenango SPCA will hold any dog which is not identified, whether or not licensed, for a period of five days from the day seized (as documented on the Seizure and Disposition Report), during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of Article 7 of the Agriculture and Markets Law and further provided that the owner pays the required fees.
  - a. **The Municipality agrees to allow the Chenango SPCA to act on its behalf in collecting impoundment fees, redemption fees, licensure fees, and in issuing dog licenses. Further, the Municipality, at its own expense, will provide to the Chenango SPCA all materials it requires for dog licensure, including its dog license applications, dog license certificates, and dog license tags, and will replenish these as needed.**
  - b. The Parties agree that the Chenango SPCA will keep an accurate record of all fees collected on behalf of the Municipality, and will reimburse the Municipality in full for such fees on a monthly basis.



7. Pursuant to subsection 6 of Section 117 of Article 7 of the Agriculture and Markets Law, the Chenango SPCA agrees to act on behalf of the Municipality *only* in providing written notification (by certified mail, return receipt requested) to the owner of any identified dog seized by the Municipality and accepted by the Chenango SPCA for shelter. Any personal notification shall be conducted by the Municipality, at its discretion. The Municipality agrees to inform the Chenango SPCA promptly of any such personal notification, so that the proper holding period mandated by the same subsection can be observed.
8. Upon the expiration of the relevant required holding period, as determined by the identification or licensure status of a dog seized by the Municipality, the Municipality forfeits all claims and responsibility for any dog accepted from it by the Chenango SPCA, to which ownership is automatically transferred upon expiration of the holding period. Even before this period has expired, dogs placed in the care of the Chenango SPCA by the Municipality will not be returned to the Municipality without prior authorization from the executive director of the Chenango SPCA. In such an event, the Municipality assumes all responsibility for said dog, including the responsibility to provide it shelter according to the requirements of the Agriculture and Markets Law.
9. For all dogs seized by the Municipality, its Dog Control Officers, or any other of its officers, agents, or representatives, and accepted by the Chenango SPCA, **the Municipality agrees to pay a fee of fifty dollars (\$50) per day that said dog is in the care of the Chenango SPCA**, until it is reclaimed by its owner, removed from the care of the Chenango SPCA by an officer, agent, or representative acting on behalf of the Municipality, or the expiration of the required holding period.
  - a. The Chenango SPCA will bill the Municipality monthly, and the Municipality agrees to remit payment monthly.
  - b. The Chenango SPCA reserves the right to establish and impose its own fees on the owners of dogs who wish to reclaim them, in addition to any fees collected on behalf of the Municipality. The Chenango SPCA likewise reserves the right to alter or waive its own fees at its sole discretion.

**Part III:  
"Good Samaritans"**

1. The Chenango SPCA will advise the public, from time to time, that the proper procedure for responding to the discovery of a lost, stray, or otherwise at large dog, is to contact the appropriate Dog Control Officer. Likewise, the Chenango SPCA will maintain a public list, published on our website, of all the Municipality's current Dog Control Officers and their contact information, as provided by the Municipality.

2. Nevertheless, when a private citizen presents a lost, stray, or otherwise at large dog to the Chenango SPCA, we reserve the right to accept it. In such an event, the Chenango SPCA will collaborate with the Municipality to identify the dog and determine whether it is licensed, and further to return it to its owner, if possible. The Municipality agrees to cooperate with this effort.
3. Dogs presented by private citizens will be accorded the same holding period as they would receive if presented by a Dog Control Officer, as determined by the provisions of Article 7 of the Agriculture and Markets Law. Upon the expiration of the relevant holding period, said dogs become the property of the Chenango SPCA.

**Part IV:  
Dog Adoptions**

1. The Chenango SPCA reserves the right to determine, apply, alter, and waive, at its sole discretion, its own adoption policies for dogs that have become its property. This includes the right to match dogs with potential adopters, and to refuse any adoption, for any reason, without explanation.
2. Neither the Municipality, nor any of its officers, agents, or representatives, will make any promises or assurances to any private citizen regarding the possibility of adopting a dog in the care of the Chenango SPCA. All questions about the Chenango SPCA's programs, services, policies, or procedures shall be directed to the staff of the Chenango SPCA.
3. In the event that any dog owned by the Chenango SPCA is adopted by a resident of the Municipality, the Municipality agrees to allow the Chenango SPCA to collect all relevant licensure fees, and to issue dog licenses, on its behalf.
  - a. The Municipality, at its own expense, will provide to the Chenango SPCA all materials it requires for dog licensure, including its dog license applications, dog license certificates, and dog license tags, and will replenish these materials as needed.
  - b. The Parties agree that the Chenango SPCA will keep an accurate record of all fees collected on behalf of the Municipality, and will reimburse the Municipality in full for such fees on a monthly basis.

**Part V:  
Dangerous Dogs**

1. This agreement shall not be construed to obligate the Chenango SPCA to accept dogs seized according to Section 123 of Article 7 of the Agriculture and Markets Law, pertaining to dangerous dogs.



**Part VI:**  
**Animal Cruelty**

1. The Chenango SPCA is not an investigative or law enforcement agency, and is therefore unable to provide investigative or law enforcement services for the Municipality.
2. When the Municipality, its Dog Control Officers, or any other of its agents, officers, or representatives, suspect a case of animal cruelty (particularly as defined in Agriculture and Markets Law, Article 26, Sections 353 through 353-F), this must be investigated by the appropriate law enforcement agency for that jurisdiction, and prosecuted if appropriate.
  - a. All Parties to this agreement will refer credible reports from private citizens about suspected animal cruelty to the appropriate law enforcement agency.
3. The Chenango SPCA is unable to provide boarding for animals seized as evidence as part of an animal cruelty investigation.
  - a. In the event that the owner of such animals willingly surrenders them to the Chenango SPCA, and relinquishes ownership in writing, the Chenango SPCA may, at its discretion, accept as many of them as it determines it has the capacity to house.
  - b. In that event, the Chenango SPCA will ensure that each animal is promptly examined by a veterinarian and all evidence of possible animal cruelty properly documented. Copies of this evidence will be given to the appropriate law enforcement agency.



**Part VII:  
Execution and Termination**

1. This agreement shall be considered fully executed once signed and dated by the authorized representative of each Party, and the requirements of Part I, Section 2 have been satisfied.
2. This agreement, once executed, shall take effect on January 1, 2024, and remain in effect through December 31, 2024, unless terminated by either party or invalidated by a court or administrative agency with authority to do so.
3. Either Party may terminate this agreement at any time. Notification of termination must be provided in writing, at least thirty (30) days prior to the date of termination.

**Municipality:**

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Chenango SPCA:**

Patrick M<sup>c</sup>Laughlin  
\_\_\_\_\_  
Printed Name of Representative

Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**COUNTY OF CHENANGO  
BOARD OF SUPERVISORS**  
Chenango County Office Building  
5 Court Street, Norwich, N.Y. 13815  
(607) 337-1430 Fax: (607) 337-1435



RC Woodford  
Clerk of the Board  
County Auditor

Pamela L. Holcomb  
Deputy Clerk of the Board  
Deputy County Auditor

To: All Department Heads & Supervisors

From: RC Woodford, Clerk of the Board/County Auditor

Date: December 15, 2023

Re: Mileage Reimbursement 2024

As per the Memoranda of Agreement between the County of Chenango and the NYS Nurses Association, Chenango County Unit 6400 of Local 809 of the Civil Service Employees Association, Inc., the Chenango County Law Enforcement and Chenango County Sheriffs' Employees Associations, employees required to use their own personal automobiles for County business shall be compensated for such use by the payment of the current IRS rate for mileage reimbursement.

The Chenango County Auditor's Office has received notification that the IRS mileage rate will be **67 cents per mile, effective January 1, 2024.**

Most employees who use their own automobiles for County purposes on and after **January 1, 2024** will be reimbursed at the new mileage reimbursement rate of **67 cents per mile.**

If you or your employees have any questions concerning this matter, please notify my office.

## RETAINER AGREEMENT

AGREEMENT, made this 1st day of January, 2024, by and between the TOWN OF NEW BERLIN, a political subdivision of the State of New York (hereinafter "the Town") and DAVID S. MERZIG, ESQ., (hereinafter "Merzig"), an Attorney duly admitted to practice law in the State of New York and a partner in the firm of Kehoe & Merzig with offices at 8-12 Dietz Street, Oneonta, New York.

WHEREAS, the Town desires to retain David S. Merzig for certain professional legal services for the Town;

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration it is agreed as follows:

1. **Relationship of the Parties** The Town Supervisor, at the time of the signing of this agreement, has been authorized by the Town Board to retain Merzig to provide legal services to the Town. The Town is aware that Merzig is the Village Attorney for the Village of New Berlin and if there should be any matter which raises a conflict of interest as between the Town and the Village, it is understood that either entity shall have the right to raise that conflict, and in that circumstance, Merzig will recuse himself in the representation of either party, and each entity shall be required to retain independent counsel regarding that matter.

2. **Duties and Compensation** Merzig shall act as an independent contractor for the Town and shall be provide legal counsel and advice to the Supervisor, the Town Board and such other employees or representatives of the Town as may be designated from time to time by the Supervisor and Board. Compensation for those services shall be at the rate of Three Thousand Five Hundred (\$3,500.00) Dollars per year. For all matters that relate to litigation, however, the Town shall pay Merzig, over and above the annual payment, such amounts as shall be accrued at the rate of One Hundred Ninety-Five (\$195.00) Dollars, per hour, plus all reasonable expenses and disbursements incurred or at such other rate as may from time to time be agreed upon by the parties. Merzig, for



litigation work herein, shall at all times keep accurate time records (in tenths of hours) for services performed and shall be subject to all requirements for the submission of vouchers on an equal basis with all other providers of professional services to the Town. Payments of amounts due herein for litigation shall be no less frequent than monthly. Merzig agrees, should the need arise, to attend Town Board meetings at the specific request of the Town and shall charge mileage at the IRS standard reimbursement rate for such attendance.

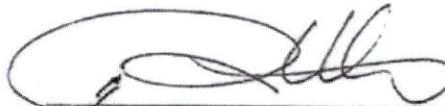
3. **Liability** The Town agrees to indemnify, hold harmless and defend Merzig and the firm of Kehoe & Merzig, PC for any and all acts performed in good faith as a direct result of, or arising out of the representation of the Town under this agreement.

4. **Status of the Parties** It is the intention of the parties that this contract set forth a retainer agreement for professional services to be provided to the Village on an independent contract basis.

5. **Taxes** Merzig agrees to be responsible for any and all income taxes, payroll taxes or any other withholding or tax liability that may be due as a result of the professional services performed herein.

6. **Duration** Either party may cancel this agreement upon thirty (30) days written notice, however any payments made or due hereunder at the time of the termination of this agreement shall have been earned and the Town agrees to pay all such amounts due.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the day and year first above written.



Kehoe & Merzig, P.C.  
By: David S. Merzig, Esq.

Town of New Berlin  
By: Wendy Rifanburg, Town Supervisor



# TOWN OF NEW BERLIN POLICE DEPARTMENT



30 North Main Street  
New Berlin, NY 13311  
Office: (607) 847-8900

Email: [dkaminski@townofnbpdny.com](mailto:dkaminski@townofnbpdny.com)

## December 2023 Monthly Police Report

Presented: January 2024 meeting

**\*\* Chenango County CAD Stat/history system is off line unable to retrieve monthly stats \*\***

Incidents	No. of Calls for Service	Arrests total: w/ appearance ticket	
Animal call		Violations	Follow-ups
Assist Citizen		Misdemeanors	Other
Assist agency		Felony	<b>Total Miles Patrolled: 1,019</b>
Burglary		Warrant	Car 145 ending: 21080/811 miles
Warrant			
Criminal Contempt		<b>UTT's issued</b>	
DCO		Disorderly conduct	New Car 146 Dodge ending: 451/208 miles
Domestic		<b>MV Accidents</b>	
Fire/arson		Personal injury	
Harassment/ Agg.		Property damage	
Larceny		Disable vehicle	
MHL		Animal	
Forgery/Fraud			
Property lost/found			
Sex offense			
Suspicious activity			
Trespass			
Criminal Mischief			
Drug investigation			
Unattended death			
Alarm			
Shots fired			
Menacing			
Special Detail			
Att. to Locate			
Check the welfare			
Missing person			

### Remarks:

- Request motion for (2) additional LED lights for outside safety one on the northside of the building and one on the Southside. (same as lights installed on the garage).

Respectfully Submitted,

David Kaminski - Acting Chief