TOWN OF NEW BERLIN
TOWN BOARD MEETING

9/10/2026
6:00PM
Board Room

Call to order	Supervisor 6:00PM
Roll call	Town Clerk
Salute to the Flag	Supervisor

AGENDA

Public hearing:

Open discussion for the public:

1. APPROVAL OF MONTHLY MEETING MINUTES:
   August 10, 2026 MOTION: SECOND:

   SPECIAL MEETING: BUDGET WORKSHOP
   August 17, 2026 MOTION: SECOND:

2. ACCEPTANCE OF MONTHLY REPORTS
   - ☺ SUPERVISOR: Verbal
   - ☺ HIGHWAY: Attached
   - ☺ NEW BERLIN POLICE:
   - ☺ TOWN JUSTICE:
   - ☺ SNBWD: Attached
   - ☺ ASSESSOR:
   - ☺ TOWN CLERK: Attached
   - ☺ MILLBROOK: Attached
   - ☺ AMBULANCE:

3. COMMITTEE MINUTES
   - PLANNING BOARD/MEETING MINUTES: Attached
   - CDLF

4. REPORTS: BOARD MEMBER COMMITTEES
   - ☺ HIGHWAY- JOHN PARKS
   - ☺ BUILDING AND GROUNDS- JOHN PARKS
   - ☺ YOUTH PROGRAMS- SARAH WALES-WRIGHT
   - ☺ POLICE- APRIL CHRISTIAN
   - ☺ AMBULANCE-
   - ☺ WATER – ROY STOCKWELL

5. APPROVAL OF VOUCHERS: Resolution #29
   - ☺ ABSTRACT OF VOUCHERS
   - ☺ BALANCE SHEET/LOAN FUNDS BALANCE SHEET

6. APPROVAL OF FINANCIAL REPORTS:
   - ☺ MONTH END REPORTS
   - ☺ REVOLVING LOAN FUNDS

7. OLD BUSINESS:

   Dog Warden

8. NEW BUSINESS:

POLICE

- New hires:
  - Jeffery Messina
  - Dominick Florini
  - Samuel Stratton
  - Royce Terry
- Speed signs quote from Elan: *attached*
- Change part-time pay to $28.00 per hour
- New police uniforms

HIGHWAY

- Researcher wants to take samples from gravel bank: *email attached*
- DAM Inspection September 24, 2026 at 10 am

MILLBROOK

- Refund
- Change website so swimming ends after Labor Day
- Part-time hours will be 9 am- 1 pm at Millbrook

WATER

- Quote for gas line digging: *attached*

- ❖ ***RESOLUTION #30*** BUDGET AMENDMENT TO INCREASE SUPERINTENDENT PS LINE
- ❖ ***RESOLUTION #31*** BUDGET AMENDMENT OF WATER LINES: SW2189.8 AND SW2401.8 TO MOVE FUNDS TO SW9010.8
- ❖ ***RESOLUTION # 32*** PUBLIC HEARING FOR OCTOBER 12, 2026 TO INTRODUCE LOCAL LAW TO EXCEED THE TAX CAP FOR THE 2027 BUDGET
- ❖ ***RESOLUTION #33*** TO AMEND THE VILLAGE OF NEW BERLIN AMBULANCE CONTRACT

9. CORRESPONDENCE: (FROM /TO)

10. ANY OTHER BUSINESS THAT 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 9/10/26 MEETING

MOTION: SECOND:

TOWN OF NEW BERLIN
TOWN BOARD MEETING MINUTES
August 10, 2026

CALL TO ORDER

Rifanburg called the Regular Monthly meeting of the Town Board at Town Hall to order at 6:04p.m.

ROLL CALL

Supervisor: Wendy Rifanburg
Council Members Present: John Parks, April Christian, Sara Wales-Wright
Town Clerk: Deborah Barker
Absent: Roy Stockwell
Salute to the Flag was led by Wendy Rifanburg

PUBLIC COMMENTS

Mayor Lennon discussed: *Water project to start end of August *8/18 volunteer day for Hyde park

PREVIOUS MONTHS BOARD MEETING MINUTES ACCEPTED

- A motion was introduced by Christian to accept July 13, 2026, Board Meeting minutes, Seconded by Parks PARKS: Y STOCKWELL: A RIFANBURG: Y WALES-WRIGHT: Y CHRISTIAN: Y Carried 4-1

ACCEPT MONTHLY REPORTS

- A motion was introduced by Christian to accept the monthly reports for filing, Seconded by Parks PARKS: Y STOCKWELL: A RIFANBURG: Y WALES-WRIGHT: Y CHRISTIAN: Y Carried 4-1

  - Highway- Report submitted
    - Highway assisted SNB Water with an issue during the house fire
  - New Berlin Police –
    - OIC Commesso started Thursday
  - Town Justice – Report submitted
    - Christian motioned to hire Steven White with a start date 8/14/26, accepting the resignation of the current Court officer Martin Lamont as of 8/13/26, seconded by Wales-Wright.
  - SNBWD – Report submitted
    - Chad Montgomery fixed a water issue after a fire in SNB, Bill will be mailed.
    - Vector Construction will need to use water from the hydrant in SNB, agreed to pay $500.00 for the usage. Board agreed.
  - Assessor - Report submitted
  - Town Clerk – Report submitted
    - Emailed a request to give the Deputy Clerk a raise using Clerk P/S line, announced at the meeting that the Board denied the request.
  - Millbrook- Report submitted
    - Wales-Wright motioned to offer a full refund to a couple who double booked, seconded by Christian.
    - Top rails on fishing deck need replacement, and extinguishers inspected (Fire inspection)
  - Supervisor- Verbal
    - Voted no on Solar, Toured Cooke Park and took pictures (feedback for Millbrook)

ACCEPT COMMITTEE MINUTES

- Planning Board Committee: 3 members completed training, Teresa will train the remaining two. Working on Solar law, and goals for comprehensive plan.
- CDLF Committee-

BOARD MEMBER COMMITTEE MINUTES

- Highway: John Parks
- Buildings and Grounds: John Parks
- Youth Program: Sarah Wales-Wright
- Ambulance: April Christian
- Police: April Christian
- SNB Water District: Roy Stockwell

APPROVAL OF THE VOUCHERS:

Resolution #27 of 2026 – Approval of Vouchers
RESOLUTION INTRODUCED BY: Rifanburg SECONDED BY: Christian
ROLL CALL VOTE
PARKS: Y STOCKWELL: Absent RIFANBURG: Y WALES-WRIGHT: Y CHRISTIAN: Y
YES: 4 NO: 0 ABSTENTION: 0 ABSENT: 1
CARRIED: X NOT CARRIED:

APPROVAL OF FINANCIAL REPORTS

- A motion to accept month end financial reports, operating statements, revolving loan funds was introduced by: Parks, Seconded by: Wales-Wright. PARKS: Y STOCKWELL: Absent RIFANBURG: Y WALES-WRIGHT: Y CHRISTIAN: Y Carried 4-1

OLD BUSINESS

Dog warden tabled

NEW BUSINESS

- Radar sign claim paid 3,000, new is 4,000. Get quotes for converter, solar panel and battery for 2nd unit (save on shipping)
- Christian motioned to approve Jacon to attend training for Water operator for $1200.00, hes on the waiting list, seconded by Wales-Wright. PARKS: Y STOCKWELL: Absent RIFANBURG: Y WALES-WRIGHT: Y CHRISTIAN: Y Carried 4-1
- The Board set Budget workshop meeting for August 17, 24, and 31st @ 6:00PM
- 4-1

Resolution #28 Authorizing the Town of New Berlin to amend the budget, adding the revenue insurance claim check to Police equipment to replace the damaged radar sign.
RESOLUTION INTRODUCED BY: Rifanburg SECONDED BY: Christian
ROLL CALL VOTE
PARKS: Y STOCKWELL: A RIFANBURG: Y WALES-WRIGHT: Y CHRISTIAN: Y
YES: 4 NO: 0 ABSTENTION: 0 ABSENT: 1
CARRIED: X NOT CARRIED:

CORRESPONDENCE

EXECUTIVE SESSION
None
RETURN TO REGULAR SESSION

ADJOURN 7:15

Motion to adjourn was made by Wales-Wright, seconded by Christian. PARKS: Y WALES-WRIGHT: Y STOCKWELL: A RIFANBURG: Y CHRISIAN: Y Carried 4-1

Minutes of the August 10, 2026, meeting were taken and typed by Deborah Barker, Town Clerk

Town of New Berlin, NY

PO Box 845

30 North Main Street

New Berlin, NY 13411

2027 Budget Workshop Minutes

August 17, 2023 @ 6:05 PM

Members Present:

Supervisor Rifanburg

Councilwoman April Christian

Councilman John Parks

Councilman Roy Stockwell

Councilwoman Sarah Wales-Wright

Members Absent: No members of the Town Board were absent.

Other Town Officials Present: NONE

Town Clerk: Absent

CALL TO ORDER:

The workshop meeting was called to order at 6:05 PM by Supervisor Rifanburg.

NOTICE IS HEREBY GIVEN that the Town Board of the Town of New Berlin will hold Workshop Meetings on August 17, 2026, at 6 PM and August 24, 2026, August 31,2026 at 6 PM. The workshops will discuss the proposed 2027 annual budget.

BUDGET DISCUSSIONS:

General: A 3% raise is proposed across the board, with a 5% increase for the judiciary.

• Buildings and Grounds: Discussions were held regarding summer assistance options, particularly Millbrook. Multiple avenues were explored to maintain budget constraints. Consideration was given to potential cuts that would benefit taxpayers while still addressing the town's requirements.

The next meeting will take place on Monday, August 24, at 6 PM.

There being no further business at this time, the workshop adjourned at 8:27 PM.

Respectfully submitted by Councilwoman April Christian

Board Meeting Report- Department of Highway

Date of Meeting: 09/14/26

Report Duration: August 6, 2026- September 9, 2026

Thursday August 6, 2026

- Mowed Town Hall, water tower, and cemeteries
- Mowed Millbrook
- Finished digging out box culvert placement on Cut Off Rd
- Took delivery of water pump and trench roller from Upstate Rentals

Friday August 7, 2026

- Met with the crane operator on Cut Off Rd
- Water line broke, needed to be fixed in SNB

Monday August 10, 2026

- Hauled in material for the pad for the box culvert
- Dug trench and filled in the hole with stone
- Set up water pumps to direct water around
- Moved pumps around through overnight (every 30 minutes)- 14 hours OT

Tuesday August 11, 2026

- Set box culvert with crane
- Started backfilling with rocks to hold in place overnight

Wednesday August 12, 2026

- Filled around box culvert and used trench roller for compaction
- Mowed water building

Thursday August 13, 2026

- Finished filling void with fill stone and bank run
- Got grader tire from Williams Tire, put it on and grated lanes in Cut Off Rd
- Mowed Millbrook
- Used paver and roller to put down top layer of crusher run

Monday August 17, 2026

- Roadside mowed Cut Off Rd
- Helped Town of Morris pave
- Finished stacking headwall on Cut Off Rd
- Cleaned up Cut Off Rd
- Re-opened Cut Off Rd

Tuesday, August 18, 2026

- Prepped the milling pile for crushing to be used on Camp Rd
- Fixed the water pump carburetor for SNB Firehouse
- Cleaned out beaver dam on Dilly Hill Rd
- Helped the Village haul dirt for park project

Wednesday August 19, 2026

- Met with Soil and Water on Cut Off Rd
- Paved in crusher run on Cut Off Rd
- Mowed cemeteries and water building

Thursday August 20, 2026

- Mowed Millbrook and Town Hall
- DEC Inspection at Millbrook
- Cleaned up at the gravel bed
- Contacted DEC for re-inspection for violation in gravel bed

Monday August 24, 2026

- Prepped for concrete to fix culvert on Pat Farley Rd
- Changed hydraulic hose on Case tractor
- Helped Edmeston stone and oil with two trucks
- Roadside mowed
- Took apart the roller

Tuesday August 25, 2026

- Filled in washouts on Pat Farley Rd, cut shoulder back

Wednesday August 26, 2026

- Ordered parts for the roller and new water fittings
- Mowed cemeteries and water building

- Cleaned up trees

Thursday August 27, 2026

- Poured concrete on Pat Farley Rd to fix culvert pipe headwall
- Dug a driveway pipe on Camp Rd

Friday August 28, 2026

- Called in one guy in to clean up down tree blocking West Hill Rd

Monday August 31, 2026

- Installed a driveway pipe on West Hill Rd
- Cleaned up trees from weekend storm
- Moved stone to milling pile for paving on Thursday
- Lined up trucks for milling West Shore Rd on Wednesday and paving on Thursday

Tuesday September 1, 2026

- Hauled in four loads of #2 stone for paving Camp Road
- Roadside mowed West Hill and Camp Rd
- Checked culvert pipes on Martin Rd

Wednesday September 2, 2026

- Milled out West Shore Rd with Townships Morris, Pittsfield, Colombus and paving company Suit Kote

Thursday September 3, 2026

- Paved Camp Rd with Suit Kote and same townships
- Mowed Millbrook

Friday September 4, 2026

- Paved West Shore Rd with Suit Kote- called in one guy to help with traffic control

Monday September 7, 2026

- Holiday

Tuesday September 8, 2026

- Put shoulders on West Shore Rd

Wednesday September 9, 2026

- Finished putting shoulders on West Shore Rd
- Turned in bills
- Mowed cemeteries and water building

NEW BERLIN POLICE DEPARTMENT

30 North Main Street, New Berlin, New York 13411
Phone 607-847-8900 • Fax 607-847-6158

New Berlin Police Department status report as of September 1st 2026 with the assistance of Officer Pearsall we were able to get me access to computers and equipment.
Once I gained access, I was able to notify the Department of Criminal Justice System of the Officer in Charge. (O.I.C.) change.
As O.I.C. I was able to do a quick inventory of equipment and at this time everything seems to be accounted for.

Inspection of vehicles

145 Ford needed 4 tires, front rotor and pads and NYS inspection. Repairs Completed
146 Dodge needed vehicle battery and in car computer key board replaced. Repairs Completed

Portable radios 4 in total need batteries. On Order

LETech Grant

On September 1st and 2nd, I was able to gain access to the Grant Management system. With the assistance of Chenango County under Sheriff, we completed the LETech grant.
Town of New Berlin Police department is eligible for up to $100,000. for equipment.
Equipment applied for in the grant.
5- AED 1 for each for patrol vehicles 1- for Town Hall Building 1- for Millbrook.
5- Trauma bags 1 for each Patrol vehicle 1- Town Hall Building 1- for Millbrook.
1 LPR. mobile plate reader for patrol vehicle.
$22,000 to Chenango County 911 for updated CAD system For a five year agreement.

New Police Officers

On September 3, The Town supervisor, police commissioner, and myself conducted interviews of three very experienced and highly qualified police officers willing to work part-time. Also, I spoke with a previous police officer of the Town Of New Berlin that is willing to work part-time.

NEW YORK STATE DEPARTMENT OF HEALTH
Bureau of Water Supply Protection

Water Systems Operation Report
Microbiological Sample Results

Public Water System Name	Reporting Month/Year	Date Report Submitted	Source Water Type
South New Berlin Water District	08/26	9/8/26	☐ Surface ☑ Ground ☐ GWUDI
Public Water System ID	**County**	**Town, Village, or City**	☐ Purchase with subsequent chlorination
NY0801749	Chenango	South New Berlin	☐ Purchase w/out subsequent chlorination

DATE	Source(s) in Use	Treated water volume (1,000 gallons/day)	Chlorination				Other Treatments / Readings			
					Liquid					
					Hypochlorite added to crock (gallons or quarts)	Free chlorine residual at entry point (mg/l)				
1	86127000	20,900				1.05				
2		9,000				0.97				
3		29,500			1	0.93				
4	WELL #2	21,400			1	0.83				
5		19,700			1	0.94	BW			
6		20,100			1	1.10				
7		40,600			2	1.02	House Fire + Water Leak			
8		16,100				1.29				
9		3,400				1.22				
10		40,100			2	1.09				
11		20,200			1	1.18				
12		20,100			1	1.10	BW			
13		19,300			1	1.21				
14		19,700			1	1.18				
15		7,500				1.09				
16		25,500				1.18				
17		30,700			1.5	1.13				
18		23,700			1.5	1.08				
19		~~27,200~~ 27,200			2	0.94	BW			
20		18,700			1	1.09				
21		18,700			1	1.22				
22		12,100				1.17				
23		9,300				0.53				
24		36,900			2	0.82				
25		18,300			1	0.90	~~BW~~			
26		18,500			1	0.97	BW			
27		19,000			1	0.92				
28		18,100			1	1.10				
29		1,200				0.92				
30		18,900				0.90				
31		38,600			2	1.01				
Total		642,900								
AVG.		20,738				1.03				

Chlorine Mix Ratio = 5 quarts/gallons of 12 % chlorine added to 15 gallons of water in crock

Reported by: Matthew Crippen Title: Water Operator NYS DOH Operator Certification Number: NY0038803

Signature: Matthew Crippen Date: Matthew Crippen Operator Grade Level II B/D

New York State Department of Health
Bureau of Water Supply Protection

WATER SYSTEM OPERATION REPORT
Microbiological Sample Results

Public Water System Name	Reporting Month/Year	Date Report Submitted	Source Water Type (s)
Millbrook Campground	08/2026 (MM YYYY)	09/08/2026 (MM DD YYYY)	☐ Surface ☐ Ground ☐ GWUDI ☐ Purchase with subsequent chlorination ☐ Purchase w/out subsequent chlorination
Public Water System ID	**County**	**Town, Village or City**	
NY 0830028	Chenango	New Berlin	

DATE	TIME	Chlorination			Other		
					Free chlorine residual at entry point (mg/l)	Checked by Initials	Chlorine residual between 0 .5mg/l - 3.0mg/l (If not Corrective action taken)
1	8:15a				1.32		
2							
3	6:05am				1.57		
4	6:00am				1.71		
5	5:58am				1.54		
6	6:05am				1.45		
7	9:00am				1.49		
8	8:30am				1.51		
9	8:15am				1.61		
10	6:00am				1.55		
11	6:00am				1.42		
12	6:00am				1.43		
13	6:00am				1.65		
14	5:55am				1.58		
15	8:10am				1.51		
16	6:30am				1.57		
17	5:50am				1.70		
18	5:50am				1.60		
19	5:58am				1.45		
20	6:00am				1.44		
21	8:35am				1.53		
22							
23							
24	5:58				1.37		
25	5:40				1.37		
26	5:50				1.38		
27	11:00am				1.39		
28	8:30am				1.41		
29	9:55am				1.29		
30					1.22		
31	6:00am				1.27		
TOTAL							
AVG.					1.32		

Chlorine Mix Ratio = 1 cup of 6 % chlorine added to 1 gallons of water in crock.

Reported by: Matt Crippen Title: Water Operator Supervisor _____

Signature: Matthew Crippen Date: 9/3/2026

Report to: Chenango County Health Department, 5 Court St., Norwich, NY 13815
Phone: (607) 337-1673 Fax: (607) 337-1720
Report due by the 10th of the next month

Town Clerk Monthly Report
August 01, 2026 - August 31, 2026

Account#	Account Description	Fee Description	Qty	Local Share
A 1255.01	Vitals	Vital - Death	1	10.00
			Sub-Total:	**$10.00**
A 1255.1	Marriage Lic.	Marriage Licensing Fees	3	52.50
			Sub-Total:	**$52.50**
A 1552.01	Dog Licensing	Male, Neutered	1	7.00
			Sub-Total:	**$7.00**
A 2544.1.0.0	Conservation	Conservation	14	181.42
			Sub-Total:	**$181.42**
			Total Local Shares Remitted:	**$250.92**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	1.00
Amount paid to:	NYS Environmental Conservation	3,109.58
Amount paid to:	State Health Dept. For Marriage Licenses	67.50

Total State, County & Local Revenues: **$3,429.00**

Total Non-Local Revenues: **$3,178.08**

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.

Town Clerk Date

Monthly Managers Report

Report Date: 9/9/26 Initials: SEL

Daily Report on Beach Operation (DOH-2287)

Attach copy of Monthly submitted report for
Department of Health Daily Report on Beach Operation (form DOH-2287)

Manager's Activities Report

Attach copy of the Millbrook Activities Report

Revenues Report

Attach copy of Account Revenue Report for the month

Incident, Written Warning, and Verbal Warning Reports

Attach copies of any Incident Reports, Written Warning Reports,
and Verbal Warning Reports

Inventory and Materials Requisitions

Attach copies of Inventory Reports & Requisitions

Additional Reports

Attach copies of DOH Inspection Reports, submitted Work Order Forms, etc.

Issues of Note

Attach additional notes if needed.

Incident: 9/5/26 @ 15:11
Trailhead Nearest CS#13
911 Called
New Berlin Ambulance / Fire Arrived & transported victim to Emergency Room.

NEW YORK STATE DEPARTMENT OF HEALTH
Bureau of Community Environmental Health and Food Protection

Daily Report on Beach Operation

For: month Aug **year** 2026

NAME OF BEACH Millbrook Reservoir COUNTY Chenango County

ADDRESS (City, Village, Town) 1 Nate Clark Ln. New Berlin, NY 13411

Complete Daily – See reverse side for instruction

Date	1 Number of Lifeguards on Duty	2 Daily Number of Bathers	3 Weather Conditions Sunny = S, Cloudy = C, Rainy = R, Windy = W	4 Water Quality Monitoring	5 Rescues	6 Injuries	7 Remarks
1	1	80	Sunny P/c	clear	Ø	Ø	Caitlin Hot day - music
2	1	30	cloudy	cloudy	Ø	Ø	Caitlin some rain
3	1	0	rainy	cloudy	Ø	Ø	Sara
4	1	25	Sunny	clear	0	0	Tracy
5	1	13	Overcast	Clear	Ø	Ø	Sara
6	1	26	Sunny	Cloudy	Ø	Ø	Sara Hot
Fri 7	1	11	Sunny	Clear	Ø	Ø	Rainy / Dreary (Sara)
at 8	2	10	Sunny / Thunder storms	clear	Ø	Ø	Sara & Mark
un 9	2	27	Sunny / hott	Clear	Ø	Ø	Sara & Mark
10	1	3		cloudy	Ø	Ø	Sara
11	1	11	sunny	clear	0	0	Tracy
12	1	7	Sunny	clear	0	0	Sara
13	1	21	Sunny	Clear	0	0	Sara
Fri 14	1	30	sunny / clr	clear	Ø	Ø	Caitlin
sat 15	2	69	sunny / hott	clear	Ø	Ø	Sara & Mark Caitlin aske to attend my
Sun 16	2	52	Sunny / hott	Clear	Ø	Ø	Sara & Mark
17	1	2	cooler 73°	clear	Ø	Ø	Sara
18	1	7	Sun	clear	0	0	Tracy
19	1	10	Sunny	clear	Ø	Ø	Caitlin
20	1	17	sun / partly	mucky	Ø	Ø	Sara - LOTS OF GOOSE
Fri 21	1	42	Sunny	Clear	Ø	Ø	Sara DROPP''
Sat 22	2	59	Sunny	clear	Ø	Ø	Sara / Mark
Sun 23	2	27	Sunny / rain	clear	Ø	Ø	Sara / Mark
24	1	32	Sunny	Clear	Ø	Ø	Sara
25	1	36	hott / rain	clear	Ø	Ø	Mark
26	2	28	muggy	clear	Ø	Ø	Sara / Mark
27	1	32	muggy	clear	Ø	Ø	Sara
Fri 28	1	42	hott / nice	1/2 clear	Ø	Ø	Sara
Sat 29	2		hott sunny	murky	Ø	Ø	Tracy & Mark
Sun 30	1	38	cloudy	Clear	Ø	Ø	Mark
31	1	2	Rain	murky	Ø	Ø	Sara

Operator's Name: Sara LaRue Signature: Sara LaRue Date: 9/2/26

NEW YORK STATE DEPARTMENT OF HEALTH
Bureau of Community Environmental Health and Food Protection

Daily Report on Beach Operation

For: month Sept **year** 2026

NAME OF BEACH Millbrook Reservoir Chenango County

ADDRESS (City, Village, Town) 1 Nate Clark Lane New Berlin, NY COUNTY

Complete Daily – See reverse side for instruction

Date	1 Number of Lifeguards on Duty	2 Daily Number of Bathers	3 Weather Conditions Sunny = S, Cloudy = C, Rainy = R, Windy = W	4 Water Quality Monitoring	5 Rescues	6 Injuries	7 Remarks
1	1	0	C, R	C	0	0	Tracy
2	2	0	Cloudy/Rain	C	0	0	Sara + Mark
3	1	2	Cloudy	Clear	0	0	Sara
4	1	19	Sunny	clear	0	0	Sara
5	1	31	Sunny/rain	murky	0	0	Sara
6	2	6	Sunny/cool	murky	0	0	Sara + Mark
7	1	17	Sunny/cool	clear	0	0	Sara FT 9-5:30
8	1	0	Sunny	murky	0	0	Sara PT 9-1pm
9	1	0	C	clear	0	0	Tracy PT
10	1		Cloudy	clear			Sara
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

Operator's Name: Sara LaRue Signature: Sara LaRue Date: 9/30/26

Town of New Berlin
Account Revenue Report
Date Range: 09/01/2026 - 09/30/2026

Account # - N/A

Fee Name		Amount Collected	Refunds	Bounces	Total
Camp Site Fee		$1,475.00	$0.00	$0.00	$1,475.00
Camp Site Fee w/ H2O & Elec		$520.00	$0.00	$0.00	$520.00
	Total Collected:	**$1,995.00**	**$0.00**	**$0.00**	**$1,995.00**
	Grand Totals:	**$1,995.00**	**$0.00**	**$0.00**	**$1,995.00**

My Copy

Aug 31 2020
Counted by Sara LaRue

SALES INVENTORY REPORT		
Product Type	**Product**	**Product Count**
Drink	A&W Rootbeer (can)	10
Drink	Canada Dry Gingerale (can)	8
Drink	Coke (can)	0
Drink	Crush Orange (can)	5
Drink	Diet Coke (can)	[redacted] 22
Drink	Diet Pepsi (can)	21
Drink	Dr Pepper (can)	8
Drink	Dr Pepper Zero (can)	—
Drink	Gatorade (bottle)	15
Drink	Gatorade Zero (bottle)	0
Drink	Mtn Dew (can)	0
Drink	Pepsi (can)	0
Drink	Pure Leaf Tea	6
Drink	Sprite (can)	19
Drink	Water (bottle)	23
Food	100 Grand	3
Food	3 Musketeers	4
Food	BabyRuth	1
Food	Bag Ice 8lb	24
Food	Butterfinger	0
Food	Cinnamon Apple Spice Tea Pod	—
Food	Cocoa Pod	—
Food	Coffee Pod	—
Food	Crunch Bar	0
Food	Frito Lay Chips - Multipack	21
Food	Goldfish - Multipack	3
Food	Graham Crackers	2
Food	Granola Bar	21
Food	Heath Bar	0
Food	Hershey Chocolate Bars	2
Food	KitKat Candy Bar	0
Food	M&M	—
Food	Marshmallows	2
Food	Milky Way	3
Food	Mixed Candy Bag	1
Food	Moonpie	4
Food	Reese's Candy Bars	0
Food	Rice Krispy Treats	—
Food	Ring Pops	—
Food	Skittles	— 0

SALES INVENTORY REPORT		
Product Type	**Product**	**Product Count**
Food	Snickers	6
Food	Sour Punch Twists (4pcs)	
Food	Starburst	5
Food	Twix	5
Misc	After Bite	2
Misc	Aluminum Foil	3
Misc	Assorted Cutlery	2 (2) Spoons
Misc	Box Tissues	2
Misc	Bug Spray (OFF Sport)	1
Misc	Bug Spray (Repel Plant Based)	1
Misc	Charcoal (16 lb)	1
Misc	Charcoal (5 lb)	0
Misc	Disposable Coffee Cup	—
Misc	Dog Leash	4
Misc	Dove Bar Soap	1
Misc	Eco Cooler	20
Misc	Firewood	0
Misc	Fishing Bobbers ~~(3 pk)~~ 5 (pk)	6
Misc	Fishing Hooks #4	11
Misc	Fishing Hooks #6	8
Misc	Floral Headband	Giveaways
Misc	Lighter Fluid (32oz)	3
Misc	Matchbox	0
Misc	Napkins	2
Misc	Nightcrawlers (12 ct)	29
Misc	Paper Plates (25 pc)	2
Misc	Paper Towel Roll	
Misc	Pet Stickers	8
Misc	Ping Pong Balls	3 pks
Misc	Plastic Tent Stakes	0
Misc	Propane Cylinder (16oz)	2
Misc	Ring Toss Game	2
Misc	RV Toilet Tissue	2
Misc	S'mores Skewers (12 ct)	—
Misc	Sinkers	1
Misc	Solo Cups (16 ct)	—
Misc	Sunscreen Spray (Equate)	1
Misc	Toothbrush Kit	—
Misc	Travel Irish Spring Soap	2
Misc	Tums Roll (8 ct)	4

SALES INVENTORY REPORT		
Product Type	**Product**	**Product Count**
Misc	Wood Ornaments	1
Misc	Zipper Storage Bags, Gallon	1
Service	Septage Dump	
Toys	Bubble Stick	0
Toys	Children's Swim Goggles	1
Toys	Enchanted Flames Packet	—
Toys	Foam Football	—
Toys	Frisbee	—
Toys	Glow In the Dark Bracelets (12 pcs)	4
Toys	Glow In the Dark Necklaces (5 pcs)	1
Toys	Plastic Bat & Ball	0
Toys	Playing Cards	6
Toys	Sand Toys	0
Toys	Solid Swim Ring	0
Toys	Swim Arm Floaties (pair)	11
Toys	Swim Board Float	1
Toys	Unicorn/Shark Split Swim Ring	3
VOID	X-VOID	1
Count Date:	8-31-26	
Signature:	Sara LaRue	

Mark Wrote Rent Pmt on Wrong Receipt Book

September

S	M	T	W	T	F LDW	S
		1 Tracy 8-4:30pm	2 Sara 8-4:30pm	3 Sara 8-12 mark 12-4pm	4 Sara 8-12 Mark 12-4pm	5 Sara 8-12 mark 12-4pm
6 LDW Sara 8-4:30 Mark 3:30-5:30	7 Sara 8-12 mark 12-4p	8 Sara 8-12	9 Tracy 8-12 School starts	10 Sara 8-12	11 Sara 8-12	12 Mark 8-4:30 Sara 3:30-5:30
13 Sara 8-12 mark 12-4	14 Sara 8-12	15 ~~Tracy~~ Sara 8-12	16 ~~Sara~~ Tracy 8-12	17 Sara 8-12	18 Sara 8-12	19 Sara 8-4:30p
20 Sara 8-12 mark 12-4	21 Sara 8-12	22 Tracy 8-12	23 Sara 8-12	24 Sara 8-12	25 Sara 8-12	26 Tracy 8-4:30p
27 Sara 8-12 Mark 12-4	28 Sara 8-12	29 Tracy 8-12	30 Sara 8-12			

more hrs if Busy

Tracy requested off

more hrs if Busy

racy sked to swap

MINUTES OF THE TOWN OF NEW BERLIN, NY PLANNING BOARD MEETING
August 6, 2026

Present: Teresa Clarke, Bob Decker, Andy Orzeck, Jeff Wackford, Gary Waffle, John Parks

Town Planning Board meeting convened with Pledge of Allegiance at 6:00 PM.

Public Comments/Discussion: None presented

New Business

Presentations: Lawrence Willis, County Rd. 29/Bryant Hill Rd & County Rd. 29, Town of New Berlin.

Boundary Survey presented: Word "Reputed" needs to be removed. Part of the surveyor's responsibilities is to research who owns surrounding properties. Because future plans may include sale of other pieces of property a minor subdivision instead of simple subdivision is advisable. A new survey with the word "Reputed" removed will need to be presented. Separate surveys of all four (4) parcels will need to be presented. Applicant plans to return at September 3, 2026 meeting.

Old Business

Reviewed the recent required meeting of July 28, held at the SUNY Morrisville Norwich Campus. Teresa, Jeff and Bob attended. Gary and Andy were unable to attend and alternate equivalent accommodation will be made for them to complete.

Approval of the minutes from the Town of New Berlin, NY Planning Board meeting of July 9, 2026: Motion to approve made by Gary, 2nd - Andy. Approve – 5, No – 0

Continuing Business

Battery Energy Storage Systems (BESS) Law:

**** This is a work in progress that we continue to work on ****

Teresa distributed a draft/proposed goals of BESS. Bob will type up for next meeting. Will continue to review examples for the Law in the continuing process of formulating the Town of New Berlin Law.

Good of the Order

None presented

Adjournment: Motion to adjourn made by Jeff, 2nd – Gary. Vote to adjourn: Yes – 5, No – 0
Meeting adjourned at 7:28 PM

Next Meeting: Thursday, September 3, 2026 @ 6:00 PM

tpb080626/rcd

Resolution # 29 2026 AUTHORIZATION TO PAY THE AUDITED VOUCHERS

ABSTRACT OF AUDITED VOUCHERS
Town of New Berlin
Date of Audit: September 10, 2026
August 10, 2026 – September 10, 2026

Audited By:

BE IT RESOLVED, hereby authorizing the Supervisor to pay the following audited vouchers:

600.1 General Fund:

600.2 TOV Fund:

600.3 DA Fund:

600.4 DB Fund:

600.7 SL Fund:

600.8 SW Fund:

RESOLUTION INTRODUCED BY: SECONDED BY:

ROLL CALL VOTE:

PARKS: RIFANBURG: STOCKWELL: WALES-WRIGHT: CHRISTIAN:

YES: NO: ABSTENTION: ABSENT:

CARRIED: NOT CARRIED:

(Seal)

DATED: September 10, 2026

Deborah A Barker, Town Clerk

PP

TOWN OF NEW BERLIN
600.01 GENERAL FUND
As of September 8, 2026

Type	Date	Num	Due Date	Split	Open Balance
NYSEG-585					
Bill	09/01/2026	5822	09/11/2026	A5132.4 Garage C/E	129.53
Total NYSEG-585					129.53
NYSEG-593					
Bill	09/01/2026	5823	09/11/2026	A5132.4 Garage C/E	22.89
Total NYSEG-593					22.89
Office of The State Comptroller					
Bill	09/01/2026	5834	09/11/2026	A2610.1 Fines, Forfeits of Bail	2,009.00
Total Office of The State Comptroller					2,009.00
WHITEMAN OSTERMAN & HANNA LLP					
Bill	09/01/2026	6046	09/11/2026	A1420.4 Attorney CE	125.00
Total WHITEMAN OSTERMAN & HANNA LLP					125.00
TOTAL					**2,286.42**

TOWN OF NEW BERLIN
600.02 TOV
As of September 8, 2026

Type	Date	Num	Split	Open Balance
AT & T Mobility				
Bill	09/01/2026	5835	B7140.4 Recreation & Parks CE	79.99
Total AT & T Mobility				79.99
NYSEG-507				
Bill	09/01/2026	5832	B7140.4 Recreation & Parks CE	31.02
Total NYSEG-507				31.02
NYSEG-556				
Bill	09/01/2026	5831	B7140.4 Recreation & Parks CE	126.50
Total NYSEG-556				126.50
NYSEG-799				
Bill	09/01/2026	5833	B7140.4 Recreation & Parks CE	249.29
Total NYSEG-799				249.29
TOTAL				**486.80**

TOWN OF NEW BERLIN
600.08 SW WATER
As of August 25, 2026

Type	Date	Num	Split	Open Balance
NYSEG-216				
Bill	08/17/2026	6199	SW8320.4 Water Pump Souurce	44.01
Total NYSEG-216				44.01
NYSEG-849				
Bill	08/17/2026	6198	SW8320.4 Water Pump Souurce	508.07
Total NYSEG-849				508.07
USDA-Rural Development				
Bill	08/25/2026	6045	-SPLIT-	2,187.00
Total USDA-Rural Development				2,187.00
TOTAL				**2,739.08**

TOWN OF NEW BERLIN
600.01 GENERAL FUND
As of August 25, 2026

Type	Date	Num	Due Date	Split	Open Balance
Casella					
Bill	08/17/2026	6195	08/27/2026	-SPLIT-	124.63
Total Casella					124.63
Frontier-1480					
Bill	08/13/2026	6193	08/23/2026	A1620.4 Buildings CE	475.00
Total Frontier-1480					475.00
Frontier-1892					
Bill	08/18/2026	5814	08/28/2026	A1620.4 Buildings CE	268.52
Total Frontier-1892					268.52
Frontier-8909					
Bill	08/18/2026	5813	08/28/2026	A1620.4 Buildings CE	575.21
Total Frontier-8909					575.21
MetLife - Group Benefits					
Bill	08/20/2026	5815	08/30/2026	A9045.8 Life Ins	21.81
Total MetLife - Group Benefits					21.81
NYSEG-935					
Bill	08/24/2026	5816	09/03/2026	A1620.4 Buildings CE	242.05
Total NYSEG-935					242.05
TOTAL					**1,707.22**

TOWN OF NEW BERLIN
600.02 TOV
As of August 25, 2026

Type	Date	Num	Split	Open Balance
AMY MURPHY				
Bill	08/17/2026	6133	B2001.2 Millbrook Fees	160.00
Total AMY MURPHY				160.00
Casella				
Bill	08/17/2026	6196	B7140.4 Recreation & Parks CE	185.00
Total Casella				185.00
TOTAL				**345.00**

TOWN OF NEW BERLIN
600.07 SL LIGHTING DISTRICT
As of August 25, 2026

Type	Date	Num	Split	Open Balance
NYSEG-053				
Bill	08/13/2026	6189	SL51824.4.71 SNB Lighting	267.56
Total NYSEG-053				267.56
NYSEG-061				
Bill	08/13/2026	6193	SL51824.4.72 Holmesville	155.72
Total NYSEG-061				155.72
TOTAL				**423.28**

PP

TOWN OF NEW BERLIN
600.04 HWY DB FUND
As of August 25, 2026

Type	Date	Num	Due Date	Split	Open Balance
Buell Fuell LLC-SB					
Bill	08/17/2026	6197	08/27/2026	DB5110.4 Gen Repairs CE	2,516.03
Total Buell Fuell LLC-SB					2,516.03
TOTAL					2,516.03

TOWN OF NEW BERLIN
600.01 GENERAL FUND
As of December 31, 2026

Type	Date	Num	Due Date	Split	Open Balance
Cardmember Service					
Bill	09/10/2026	6194	09/20/2026	A3120.4 Police CE	27.11
Bill	09/10/2026	6190	09/20/2026	A3120.4 Police CE	66.48
Bill	09/10/2026	6188	09/20/2026	A5132.4 Garage C/E	165.30
Bill	09/10/2026	6200	09/20/2026	A3120.4 Police CE	43.99
Bill	09/10/2026	6187	09/20/2026	A5132.4 Garage C/E	670.62
Total Cardmember Service					973.50
CINTAS FIRE 636525					
Bill	09/10/2026	5836	09/20/2026	A1620.4 Buildings CE	275.00
Total CINTAS FIRE 636525					275.00
Computer Emergency Room					
Bill	09/10/2026	5825	09/20/2026	A3120.4 Police CE	799.99
Total Computer Emergency Room					799.99
Dollar General -Regions 410526					
Bill	09/10/2026	6131	09/20/2026	A7310.4 Youth Program CE	31.40
Total Dollar General -Regions 410526					31.40
Frontier-1480					
Bill	09/10/2026	5842	09/20/2026	A1620.4 Buildings CE	475.00
Total Frontier-1480					475.00
Glatfelter Insurance Group					
Bill	09/10/2026	5826	09/20/2026	A1910.4 Unallocated Ins	9,729.00
Bill	09/10/2026	5828	09/20/2026	A1910.4 Unallocated Ins	16,845.00
Total Glatfelter Insurance Group					26,574.00
Highstreet Insurance & Financial Services					
Bill	09/10/2026	5829	09/20/2026	A1910.4 Unallocated Ins	2,425.44
Total Highstreet Insurance & Financial Services					2,425.44
TAS Electronics					
Bill	09/10/2026	5819	09/20/2026	A3120.4 Police CE	240.00
Bill	09/10/2026	5818	09/20/2026	A3120.4 Police CE	700.00
Bill	09/10/2026	5817	09/20/2026	A3120.4 Police CE	1,050.00
Total TAS Electronics					1,990.00
The Evening Sun					
Bill	09/10/2026	5841	09/20/2026	A1010.4 Town Board CE	9.70
Total The Evening Sun					9.70
The Night Shift Inc					
Bill	09/10/2026	5824	09/20/2026	A1620.4 Buildings CE	463.33
Total The Night Shift Inc					463.33
Williams Tire & Auto Inc.					
Bill	09/10/2026	5820	09/20/2026	A3120.4 Police CE	21.00
Bill	09/10/2026	6201	09/20/2026	A3120.4 Police CE	1,104.00
Total Williams Tire & Auto Inc.					1,125.00
TOTAL					**35,142.36**

TOWN OF NEW BERLIN
600.02 TOV
As of December 31, 2026

Type	Date	Num	Split	Open Balance
Cardmember Service				
Bill	09/10/2026	6047	B7140.4 Recreation & Parks CE	39.82
Total Cardmember Service				39.82
Lowe's				
Bill	09/10/2026	6129	B7140.4 Recreation & Parks CE	218.40
Total Lowe's				218.40
MORGANS BAIT				
Bill	09/10/2026	6132	B7140.4 Recreation & Parks CE	116.00
Total MORGANS BAIT				116.00
TOTAL				**374.22**

TOWN OF NEW BERLIN
600.04 HWY DB FUND
As of December 31, 2026

Type	Date	Num	Due Date	Split	Open Balance
Airgas USA, LLC					
Bill	09/10/2026	12555	09/20/2026	DB5130.4 Machinery CE	288.02
Total Airgas USA, LLC					288.02
Buell Fuell LLC-SB					
Bill	09/10/2026	5837	09/20/2026	DB5110.4 Gen Repairs CE	1,162.36
Total Buell Fuell LLC-SB					1,162.36
Burrell's Excavating, Inc.					
Bill	09/10/2026	12551	09/20/2026	DB5112.4 Chips	486.00
Total Burrell's Excavating, Inc.					486.00
Butts Concrete Products, INC					
Bill	09/10/2026	12559	09/20/2026	DB5112.4 Chips	1,887.00
Total Butts Concrete Products, INC					1,887.00
Chemung Supply Corporation					
Bill	09/10/2026	12553	09/20/2026	DB5112.4 Chips	9,600.00
Total Chemung Supply Corporation					9,600.00
Crawford Hauling LLC					
Bill	09/10/2026	12561	09/20/2026	DB5112.4 Chips	15,225.00
Total Crawford Hauling LLC					15,225.00
Curtis Lumber Co Inc.					
Bill	09/10/2026	12563	09/20/2026	DB5110.4 Gen Repairs CE	16.39
Total Curtis Lumber Co Inc.					16.39
F.S. Lopke Contracting					
Bill	09/10/2026	12554	09/20/2026	DB5112.4 Chips	6,448.22
Total F.S. Lopke Contracting					6,448.22
Gillee's Auto, Truck & Marine, Inc.					
Bill	09/10/2026	12556	09/20/2026	DB5130.4 Machinery CE	161.09
Total Gillee's Auto, Truck & Marine, Inc.					161.09
John's Garage					
Bill	09/10/2026	12558	09/20/2026	DB5130.4 Machinery CE	901.92
Total John's Garage					901.92
Monroe Tractor & Implement Co					
Bill	09/10/2026	12552	09/20/2026	DB5130.4 Machinery CE	809.15
Total Monroe Tractor & Implement Co					809.15
Payne's Cranes Inc					
Bill	09/10/2026	12560	09/20/2026	DB5112.4 Chips	8,400.00
Total Payne's Cranes Inc					8,400.00
Upstate tool Equipment					
Bill	09/10/2026	12557	09/20/2026	DB5112.4 Chips	3,240.00
Total Upstate tool Equipment					3,240.00
TOTAL					**48,625.15**

TOWN OF NEW BERLIN
600.07 SL LIGHTING DISTRICT
As of December 31, 2026

Type	Date	Num	Split	Open Balance
NYSEG-053				
Bill	09/10/2026	5839	SL51824.4.71 SNB Lighting	282.61
Total NYSEG-053				282.61
NYSEG-061				
Bill	09/10/2026	5840	SL51824.4.72 Holmesville	163.09
Total NYSEG-061				163.09
TOTAL				**445.70**

TOWN OF NEW BERLIN
600.08 SW WATER
As of December 31, 2026

Type	Date	Num	Split	Open Balance
C&M Topsoil & Trucking LLC				
Bill	09/10/2026	5821	SW8320.4 Water Pump Souurce	420.00
Total C&M Topsoil & Trucking LLC				420.00
Frontier				
Bill	09/10/2026	5838	SW8320.4 Water Pump Souurce	99.38
Total Frontier				99.38
NYRWA				
Bill	09/10/2026	5830	SW8320.4 Water Pump Souurce	282.00
Total NYRWA				282.00
Team EJP				
Bill	09/10/2026	6191	SW8320.4 Water Pump Souurce	539.99
Total Team EJP				539.99
W20				
Bill	09/10/2026	6157	SW8320.4 Water Pump Souurce	725.00
Total W20				725.00
TOTAL				**2,066.37**

TOWN OF NEW BERLIN
Balance Sheet
As of December 31, 2026

		Dec 31, 26
ASSETS		
Current Assets		
Checking/Savings		
REVOLVING LOAN FUND		67,396.45
MILLBROOK SAVINGS ACCOUNT		14,200.80
200.6 SF FIRE SAVINGS		21,166.77
200.95 WATER CHECKING		34,438.20
200.99 TA CHECKING		220.46
B2 TOV MONEY MARKET		
MONEY MARKET BFUND TOV	33,158.72	
B2 Reserve	90,154.29	
B2 TOV MONEY MARKET - Other	-2,693.14	
Total B2 TOV MONEY MARKET		120,619.87
DA HIGHWAY MONEY MARKET		
MONEY MARKET HWY DA	124,767.29	
DA Reserve	209,865.60	
Total DA HIGHWAY MONEY MARKET		334,632.89
DB HWY MONEY MARKET		
MONEY MARKET HWY DB	194,735.58	
DB TRUCK RESERVE	444,923.62	
Hwy Reserve	470,196.79	
Total DB HWY MONEY MARKET		1,109,855.99
General Money Market		
MONEY MARKET GENERAL	430,755.70	
BUILDING & GROUNDS	24,000.00	
DAM RESERVE	45,050.00	
General Reserve	400,365.48	
Police Reserve	152,725.31	
Tax Stabilization	30,000.00	
Town Hall Reserve	56,377.34	
Youth Millbrook Reserve	11,619.02	
Total General Money Market		1,150,892.85
SNB WATER MONEY MARKET		
MONEY MARKET WATER (BOND LOANS)		
ARPA	28,694.73	
WATER RESERVE	28,238.12	
MONEY MARKET WATER (BOND LOANS) - Other	63,228.68	
Total MONEY MARKET WATER (BOND LOANS)	120,161.53	
Total SNB WATER MONEY MARKET		120,161.53
St Lighting Savings		
200.7 Street Light Savings	8,428.67	
St Lighting Reserve	10,945.41	
Total St Lighting Savings		19,374.08
Total Checking/Savings		2,992,959.89
Accounts Receivable		
Accounts Receivable		-0.01

TOWN OF NEW BERLIN
Balance Sheet
As of December 31, 2026

	Dec 31, 26	
CD380 LOAN RECEIVABLE		
GAIL HUHTALA	13,189.17	
KACHEL LOAN	6,971.27	
Total CD380 LOAN RECEIVABLE		20,160.44
Total Accounts Receivable		20,160.43
Total Current Assets		3,013,120.32
TOTAL ASSETS		**3,013,120.32**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
600.02 TOV		374.22
600.07 SL LIGHTING DISTRICT		445.70
600.08 WATER FUND		2,066.37
600.4 HWY FUND DB OS OF VILLAG		48,625.15
A600.1 Gen Fund A Liabilities		35,142.36
Total Accounts Payable		86,653.80
Other Current Liabilities		
Payroll Liabilities		
TA18.9 State Retirement	623.27	
Total Payroll Liabilities		623.27
Total Other Current Liabilities		623.27
Total Current Liabilities		87,277.07
Total Liabilities		87,277.07
Equity		
Opening Balance Equity		590,364.86
Retained Earnings		1,752,314.38
Net Income		583,164.01
Total Equity		2,925,843.25
TOTAL LIABILITIES & EQUITY		**3,013,120.32**

TOWN OF NEW BERLIN
Profit & Loss Budget vs. Actual
January through December 2026

	Jan - Dec 26	Budget	$ Over Bud...	% of Budget
Income				
A980 Revenues				
A1001.1 Real Property	610,370.00	610,370.00	0.00	100.0%
A1090.1 Real Property Tx Int	10,661.17	7,000.00	3,661.17	152.3%
A1255.1 TC Fees	860.00	800.00	60.00	107.5%
A1550.1.0.15 Dog Kennel Fees	0.00	150.00	-150.00	0.0%
A1552.1 Dog Licenses	1,072.00	2,000.00	-928.00	53.6%
A2001.1 Mill Park Fees	1,096.00			
A2210.1 Ser Other Govt	-3,074.52			
A2401.1 Interest & Earnings	28,558.01	15,000.00	13,558.01	190.4%
A2544.1 Licenses	291.25	200.00	91.25	145.6%
A2610.1 Fines, Forfeits of Bail	12,583.63	15,000.00	-2,416.37	83.9%
A2690.1 Other Rev & Budget	3,000.00	3,000.00	0.00	100.0%
A2705.1 Gifts & Donations	500.00	500.00	0.00	100.0%
A3001.1 State per Capita Aid	3,084.00	14,701.00	-11,617.00	21.0%
A3005.1 Mortgage Tax	13,839.37	8,000.00	5,839.37	173.0%
A3060.1 State Aid Grants	2,124.96			
A599 Appropriated Fund Balance	0.00	40,673.00	-40,673.00	0.0%
Total A980 Revenues	684,965.87	717,394.00	-32,428.13	95.5%
B980 Revenues				
B1001.2 Real Property Tax	13,000.00	13,000.00	0.00	100.0%
B1120.2 Non Property Tax Dist	27,000.00	27,000.00	0.00	100.0%
B2001.2 Millbrook Fees	32,729.80	35,000.00	-2,270.20	93.5%
B2115.2 Planning Board Fees	25.00			
B2401.2 Interest & Earnings	3,076.90	2,000.00	1,076.90	153.8%
B599 Appropriated Fund Balance	0.00	16,815.00	-16,815.00	0.0%
Total B980 Revenues	75,831.70	93,815.00	-17,983.30	80.8%
CD980 REVENUES				
CD2401 INTEREST AND EARNINGS	680.94			
Total CD980 REVENUES	680.94			
DA980 Revenues				
DA1001.3 Real Property Tax	304,444.00	304,444.00	0.00	100.0%
DA2401.3 Interest & Earnings	8,389.46	4,000.00	4,389.46	209.7%
DA2690.3 Other Revenue & Budget	36,821.29	36,000.00	821.29	102.3%
Total DA980 Revenues	349,654.75	344,444.00	5,210.75	101.5%
DB980 Revenues				
DB1001.4 Real Property Tax	174,424.00	174,424.00	0.00	100.0%
DB1120.4 Non Property Tax Dist	199,413.41	180,000.00	19,413.41	110.8%
DB2401.4 Interest & Earnings	25,518.42	10,000.00	15,518.42	255.2%
DB2665.4 Sales of Equipment	-60.00			
DB2770.4 Misc. Income	18,604.51			
DB3501.4 State Aid/CHIPS	5,751.00	143,000.00	-137,249.00	4.0%
DB599 Appropriated Fund Balance	0.00	62,251.00	-62,251.00	0.0%
Total DB980 Revenues	423,651.34	569,675.00	-146,023.66	74.4%
SF980 Revenue				
SF1001.6.61 Real Property	51,013.00	51,013.00	0.00	100.0%
SF1001.6.62 Real Property	243,713.27	243,713.27	0.00	100.0%
SF1120.6.61 Non Property Tax Di	42,234.00	42,234.00	0.00	100.0%
Total SF980 Revenue	336,960.27	336,960.27	0.00	100.0%
SL980 Revenues				
SL1001.7.71 Real Prop Tax SNB	7,000.00	7,000.00	0.00	100.0%
SL1001.7.72 Real Prop Tax Holme	5,000.00	5,000.00	0.00	100.0%
SL2401.7.71 Interest	2.72			
Total SL980 Revenues	12,002.72	12,000.00	2.72	100.0%
SW980 Water Revenuue				

TOWN OF NEW BERLIN
Profit & Loss Budget vs. Actual
January through December 2026

	Jan - Dec 26	Budget	$ Over Bud...	% of Budget
SW1030.8 Debt Retirement	22,394.00	35,430.00	-13,036.00	63.2%
SW2120.8 Relevied Debt Retireme	11,920.00	11,920.00	0.00	100.0%
SW2120.8 Relevied Water Rents	8,142.61	8,142.61	0.00	100.0%
SW2140.8 Metered Water Sales	27,020.69	28,977.00	-1,956.31	93.2%
SW2148.8 Late Fee & Relevy Fees	14,877.76	14,768.96	108.80	100.7%
SW2189.8 General Dept Income	4,136.96			
SW2401.8 Interest & Earnings	2,471.23	1,000.00	1,471.23	247.1%
Total SW980 Water Revenuue	90,963.25	100,238.57	-9,275.32	90.7%
Total Income	1,974,710.84	2,174,526.84	-199,816.00	90.8%
Gross Profit	1,974,710.84	2,174,526.84	-199,816.00	90.8%
Expense				
A522 Appropriation				
A1010.1 Town Board PS	13,626.18	19,952.00	-6,325.82	68.3%
A1010.4 Town Board CE	9.70	2,000.00	-1,990.30	0.5%
A1110.1 Justice PS Clerk	6,726.40	13,260.00	-6,533.60	50.7%
A1110.1 Justice PS Judge	9,491.58	13,710.00	-4,218.42	69.2%
A1110.4 Justice CE	370.75	3,000.00	-2,629.25	12.4%
A1220.1 Supervisor PS	8,132.58	11,747.00	-3,614.42	69.2%
A1220.2 Supervisor Equip	0.00	250.00	-250.00	0.0%
A1220.4 Supervisor CE	1,524.00	1,500.00	24.00	101.6%
A1340.1 Budget Officer PS	1,800.00	2,600.00	-800.00	69.2%
A1355.1 Assessor PS	13,556.16	19,973.00	-6,416.84	67.9%
A1355.2 Assessor Equip	899.99	1,200.00	-300.01	75.0%
A1355.4 Assessor CE	823.44	1,500.00	-676.56	54.9%
A1410.1 Deputy Clerk PS	10,698.06	14,580.00	-3,881.94	73.4%
A1410.1 Town Clerk PS	26,198.28	37,842.00	-11,643.72	69.2%
A1410.2 Town Clerk Equip	79.99	1,500.00	-1,420.01	5.3%
A1410.4 Town Clerk CE	3,168.29	7,000.00	-3,831.71	45.3%
A1420.4 Attorney CE	5,550.00	7,000.00	-1,450.00	79.3%
A1620.1 Buildings PS	0.00			
A1620.4 Buildings CE	31,730.09	33,980.00	-2,249.91	93.4%
A1620.41 Office Supplies	321.36	3,000.00	-2,678.64	10.7%
A1620.42 Computer/Data	1,559.00	1,500.00	59.00	103.9%
A1670.4 Central Print/Mail	3,985.87	5,800.00	-1,814.13	68.7%
A1910.4 Unallocated Ins	30,625.44	90,000.00	-59,374.56	34.0%
A1920.4 Muni Assoc Dues	0.00	1,000.00	-1,000.00	0.0%
A1990.4 Contingency Account	0.00	10,000.00	-10,000.00	0.0%
A3120.1 Full Time Police	60,161.10	66,149.00	-5,987.90	90.9%
A3120.1 P/T Police	230.32	65,000.00	-64,769.68	0.4%
A3120.1 PT POLICE OIC	4,845.60	35,000.00	-30,154.40	13.8%
A3120.2 Police Equip	7,729.84	20,717.00	-12,987.16	37.3%
A3120.4 Police CE	6,731.07	8,700.00	-1,968.93	77.4%
A3120.42 Police Gas C/E	1,265.09	7,500.00	-6,234.91	16.9%
A3520.1 Animal Control PS	600.00	1,200.00	-600.00	50.0%
A3520.4 Animal Control C/E	370.00	300.00	70.00	123.3%
A3610.4 Examining Boards C/E	1,550.00	1,550.00	0.00	100.0%
A4020.1 Regis. Vital Stat PS	1,000.00	1,000.00	0.00	100.0%
A5010.1 Highway Supt PS	52,188.85	75,384.00	-23,195.15	69.2%
A5132.4 Garage C/E	18,430.67	20,000.00	-1,569.33	92.2%
A7310.4 Youth Program CE	430.15	2,500.00	-2,069.85	17.2%
A7450.4 Historical CE	0.00	500.00	-500.00	0.0%
A9010.8 State Retirement	0.00	56,000.00	-56,000.00	0.0%
A9030.8 SS/MEDCARE TOWN SHAR	16,946.67	31,000.00	-14,053.33	54.7%
A9045.8 Life Ins	172.94	500.00	-327.06	34.6%
A9060.8 Medical Ins	6,823.07	20,500.00	-13,676.93	33.3%
Total A522 Appropriation	350,352.53	717,394.00	-367,041.47	48.8%
B522 Appropriation				
B1430.1 Planning Board PS	805.00	1,550.00	-745.00	51.9%
B1989.4 Other Gov Support	17,950.01	30,000.00	-12,049.99	59.8%
B7140.1 Beach Custodian PS	1,248.75	1,665.00	-416.25	75.0%
B7140.1 HOURLY PARK & RECS PS	15,582.80	24,500.00	-8,917.20	63.6%

TOWN OF NEW BERLIN
Profit & Loss Budget vs. Actual
January through December 2026

	Jan - Dec 26	Budget	$ Over Bud...	% of Budget
B7140.1 MANGER SALARY PARKS & R	4,250.03	5,500.00	-1,249.97	77.3%
B7140.4 Recreation & Parks CE	10,003.72	20,000.00	-9,996.28	50.0%
B8020.4 Planning CE	0.00	400.00	-400.00	0.0%
B9010.8 State Retirement	0.00	7,000.00	-7,000.00	0.0%
B9030.8 SS & Medicare	1,416.76	3,200.00	-1,783.24	44.3%
Total B522 Appropriation	51,257.07	93,815.00	-42,557.93	54.6%
CD522 APPROPRIATION				
CD86882.4 CAPITAL OUT CE	0.00			
Total CD522 APPROPRIATION	0.00			
DA522 Appropriation				
DA5142.1 SNOW REMOVAL PS	87,302.08	146,610.00	-59,307.92	59.5%
DA5142.4 SNOW REMOVAL CE	130,817.59	174,834.00	-44,016.41	74.8%
DA9019 Transfer To Reserve	0.00	7,500.00	-7,500.00	0.0%
DA9030.8 SS& MED	6,767.51	15,500.00	-8,732.49	43.7%
Total DA522 Appropriation	224,887.18	344,444.00	-119,556.82	65.3%
DB522 Appropriation				
DB5110.1 Gen Repairs PS	87,072.93	120,000.00	-32,927.07	72.6%
DB5110.4 Gen Repairs CE	43,089.24	32,250.00	10,839.24	133.6%
DB5112.4 Chips	89,571.68	143,000.00	-53,428.32	62.6%
DB5130.2 Machinery Equip	64,593.07	93,000.00	-28,406.93	69.5%
DB5130.4 Machinery CE	29,910.73	55,000.00	-25,089.27	54.4%
DB5140.1 Brush & Weeds PS	5,475.00	15,810.00	-10,335.00	34.6%
DB5140.4 Brush & Weeds CE	4,577.76	4,000.00	577.76	114.4%
DB9010.8 State Retirement	0.00	50,000.00	-50,000.00	0.0%
DB9030.8 Medicare/Soc. Sec	6,324.03	12,765.00	-6,440.97	49.5%
DB9045.8 Life Insurance	0.00	350.00	-350.00	0.0%
DB9060.8 Medical Insurance	27,925.78	43,500.00	-15,574.22	64.2%
Total DB522 Appropriation	358,540.22	569,675.00	-211,134.78	62.9%
SF522 Appropriation				
SF34104.6.61 VNB FIRE	51,013.00	51,013.00	0.00	100.0%
SF34104.6.61.1 VNB AMBULANCE	21,117.00	42,234.00	-21,117.00	50.0%
SF34104.6.62 SNB Fire Dist	243,713.27	243,713.27	0.00	100.0%
Total SF522 Appropriation	315,843.27	336,960.27	-21,117.00	93.7%
SL522 Appropriation				
SL51824.4.71 SNB Lighting	2,549.87	7,000.00	-4,450.13	36.4%
SL51824.4.72 Holmesville	1,474.88	5,000.00	-3,525.12	29.5%
Total SL522 Appropriation	4,024.75	12,000.00	-7,975.25	33.5%
SW522 Water Fund Appropiation				
SW1670.4 Central Print/Mail	456.38	800.00	-343.62	57.0%
SW1989.4 Other Gov. Support	1,995.00	3,000.00	-1,005.00	66.5%
SW8320.1 Operators PS	10,730.70	15,550.00	-4,819.30	69.0%
SW8320.1 Operators Trainee PS	144.24	1,250.00	-1,105.76	11.5%
SW8320.4 Water Pump Sorce ARPA	5,940.61			
SW8320.4 Water Pump Souurce	14,503.04	17,638.57	-3,135.53	82.2%
SW8330.4 Purification CE	5,448.61	7,000.00	-1,551.39	77.8%
SW9010.8 State Retirement	0.00	1,000.00	-1,000.00	0.0%
SW9030.8 SS & Med	756.23	2,000.00	-1,243.77	37.8%
SW9730.6 Bond Pr. Old Upgrade	10,800.00	15,016.00	-4,216.00	71.9%
SW9730.7 Bond Int. Old Upgrade	4,617.00	5,734.00	-1,117.00	80.5%
SW9730.8 Bond Pr. New	31,250.00	31,250.00	0.00	100.0%
Total SW522 Water Fund Appropiation	86,641.81	100,238.57	-13,596.76	86.4%
Total Expense	1,391,546.83	2,174,526.84	-782,980.01	64.0%
Net Income	**583,164.01**	**0.00**	**583,164.01**	**100.0%**

ELAN CITY
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Quotation N° SO13248

Your Reference	Quotation Date	Contact	Payment Term
	08/14/2026	MOLINA RIVAS Romel	Net 30 Days

Description	Qté	P.U	Disc.(%)	Discounted price	Price
[EPRA0155AA] US[AS-BT] EVOLIS VISION RADAR SPEED SIGN - SOLAR Version - Front Panel YELLOW Reflective ready to install including: - Speed display: 15" high (green/amber/red) - Polycarbonate front panel screen-printed "YOUR SPEED" - Integrated solar power regulator - USB and BLUETOOTH LE (Low Energy) connection - Upgradable to 3G/4G (optional) -BI-DIRECTIONAL traffic data and statistics, - Software provided for PC and Smartphone, - Mounting kit included (excluding clamps), - 2-year warranty	2.00 Unit(s)	3,100.00	0.00	3,100.00	$ 6,200.00
[EACC0042AA] 95W solar panel (fastenings included - IN)	2.00 Unit(s)	600.00	0.00	600.00	$ 1,200.00
[EACC0046AB] Yuasa battery pack 12V22Ah with integrated fuse protection (8A) - 6-month warranty	4.00 Unit(s)	125.00	0.00	125.00	$ 500.00
[DCE] Delivery Charge EXPRESS	1.00 Unit(s)	400.00	0.00	400.00	$ 400.00
[EDSC0004AA] Commercial discount	1.00 Unit(s)	-1,500.00	0.00	-1,500.00	$ -1,500.00

Total discount HT:	$ 1,500.00
Net Total :	$ 6,800.00
Taxes (20%):	$ 0.00
Total :	**$ 6,800.00**

CUSTOMER CONTACT INFO:
• Name: Wendy Rifanburg

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ELAN CITY
450 7th Avenue (& 34th St.) Suite 1501
New York City, NY 10123-1591
United States
Phone. : (646) 878-6259
Fax. : (646) 770-3906
Email: sales@elancity.net

Description	Qté	P.U	Disc.(%)	Discounted price	Price

- Phone: 607 -434-6419
- Email: townofnewberlin.wendy@gmail.com

QUOTE PRICING AND EXPIRATION:
- Quote valid until : 09/15/2026
- PROMO CODE / OFFER: TPS26

Valid for agreement
(Stamp, Signature and Date)

The :

generated by OpenERP.com

ElanCity

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS ELAN CITY, INC.

1.Applicability

(a) These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by the seller named on the previous pages of these Terms ("Seller") to the buyer named on the reverse side of these Terms ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the "Sales Confirmation" and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2.Delivery

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Buyer's location (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within seven (7) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance)..

3.Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4.Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

5.Amendment and Modification.

These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

6.Inspection and Rejection of Nonconforming Goods.

GENERAL TERMS AND CONDITIONS OF SALE

Buyer shall inspect the Goods within three (3) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

7.Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date of Buyer's purchase order.

(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

8.Payment Terms

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the (a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments hereunder by any Payment Method and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9.Limited Warranty

(a) Seller warrants to Buyer that for a period of twenty-four (24) months ("Warranty Period"), from the date of shipment of the Goods that such Goods will materially conform to Seller's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. This statement excludes the Batteries, for which the Warranty Period is limited to six (6) months.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third-Party Products are not covered by the warranty in Section 11. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11 unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11 if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

SELLER'S TERMS OF SALE

(f) Subject to Section 11 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.

10.Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

11.Indemnification for Improper Use.

To the extent permitted by applicable law, the Buyer will defend the Seller and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Seller, and its respective officers, representatives, directors, employees, and agents ("Indemnified Party") from and against any and all third party claims, lawsuits, damages, costs (including reasonable attorneys' fees), expenses, liens and proceedings arising from personal injury (including death) or damage to property, incurred by or asserted against an Indemnified Party, in any manner arising out of or relating to a) Buyer's acts, omissions and misrepresentations, b) Buyer's failure or alleged failure to comply with applicable laws, and/or (c) Buyer's use, promotion or sale of products provided by Seller (each a "Third-Party Claim" and collectively "Third-Party Claims") and will indemnify for damages finally awarded by a court of competent jurisdiction with respect to any Third-Party Claim

12.Compliance with Law.

Buyer shall comply with all applicable laws, regulations, and ordinances in connection with the proper use of these products. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13.Termination.

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14.Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.Confidential Information.

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked,

designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16.Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God ; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 18, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

17.Assignment.

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

18.Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19.No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

20.Governing Law.

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

21.Arbitration.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York, NY. The arbitration shall be governed by the laws of the State of New York. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without

TERMS AND CONDITIONS

the prior written consent of both parties.

22.Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the signed quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23.Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24.Survival.

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Arbitration and Survival.

INFORMATION - SIGNATURE - STAMP

Delivery address

Site name: .....

Address: .....

Post code: ..... City: .....

Delivery schedule : (mandatory in case of equipment purchase)

Monday to Friday: ..... to .....

Closing days: .....

Contact

Name : .....

Tel.: .....

E-mail address of .....@.....

Specific information

.....

.....

The signatory declares having the capacity to represent and bind the buyer.
S/he declares having reviewed and validated these general terms and conditions of sale.

Approved on:

First name Last name:

Title:

Signature

GENERAL TERMS AND CONDITIONS OF SALE

Andrew Kozlowski, PhD.

Museum Scientist IV

NY Licensed Professional Geologist #000920

New York State Geological Survey

Curator of Quaternary Landscape Materials Collection

Research & Collections Division

New York State Museum

New York State Education Department

Albany, NY 12230

[redacted]

Research Specialty: Glacial Geology, Geomorphology, Stratigraphy, Geochronology

https://www.nysm.nysed.gov/research-collections/geology/dr-andrew-kozlowski

Confidentiality Notice

This email including all attachments is confidential and intended solely for the use of the individual or entity to which it is addressed. This communication may contain information that is protected from disclosure under State and/or Federal law. Please notify the sender immediately if you have received this communication in error and delete this email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

townofnewberlin@gmail.com <townofnewberlin@gmail.com> Tue, Sep 8, 2026 at 6:39 AM
To: Wendy Rifanburg <townofnewberlin.wendy@gmail.com>

Deborah Barker

Begin forwarded message:

[redacted]
Date: September 4, 2026 at 12:10:19 PM EDT
To: townofnewberlin@gmail.com
[redacted]
Subject: Request for permission to access town sand and gravel pit located on State Route 8

Greetings Supervisor Rifanburg,

I am a research geologist with the New York State Museum in Albany, New York. I am writing to please request permission access a town sand and gravel quarry located on State Route 8 to collect a small sample of sand and gravel sediment (about 1-2 pounds). I am completing a map of landforms deposited by glaciers during the last ice age. More specifically, I am trying to determine the age of when those sand and gravel sediments were deposited. New technological developments will allow us to date the sand grains and determine a more precise age of glacial activity. However, I need permission for access before I can collect a sample.

I would be onsite for about 30 minutes or so and do not use any mechanical or specialized equipment, just a small shovel. As a state employee I have workers comp and full insurance, and I also have completed Mine Safety and Health Admin. (MSHA) training to work in quarries. I have had great success working with towns in the past to advance our scientific understand of New York States Geology and hope to work with your town. My cell number is [redacted] if you have questions or need additional information. Very best regards and thank you for your time and consideration of this request.

<image001.png>

Andrew

Andrew Kozlowski, PhD.

Museum Scientist IV

NY Licensed Professional Geologist #000920

New York State Geological Survey

Curator of Quaternary Landscape Materials Collection

Research & Collections Division

New York State Museum

New York State Education Department

Albany, NY 12230

[redacted]

Research Specialty: Glacial Geology, Geomorphology, Stratigraphy, Geochronology

https://www.nysm.nysed.gov/research-collections/geology/dr-andrew-kozlowski

[Quoted text hidden]

[redacted]

Wendy Rifanburg <townofnewberlin.wendy@gmail.com> Tue, Sep 8, 2026 at 6:42 AM
To: townofnewberlin@gmail.com

I will bring this to the board next Monday at our meeting and will let you know asap.

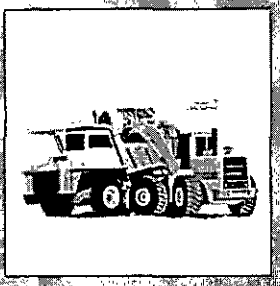
Thank you,
Wendy Rifanburg
Town of New Berlin Supervisor
[Quoted text hidden]

[redacted]

[redacted]

[redacted]

ESTIMATE



DATE
September 1st, 2026

INVOICE NO
1233

C&M TOPSOIL & TRUCKING LLC
127 Hobos Lane
Norwich, NY 13815
(607) 427-0188 or (607) 373-7380
Email:
cmtopsoiltruckingllc@yahoo.com

INVOICE TO
Town of New Berlin
30 North Main Street
New Berlin, NY 13411

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Chad Montgomery	Excavation	$2,155.00	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Digging trench to put in gas line from LP tank to water shed roughly 50ft		
	Excavator use-		$1,100.00
	Man hours/labor-		$600.00
	Sand-		$455.00

Subtotal	$2,155.00
Sales Tax	$0.00
Total	$2,155.00

TOWN OF NEW BERLIN

September 14, 2026

RESOLUTION # 30 OF 2026 AUTHORIZING THE TOWN OF NEW BERLIN TO AMEND THE BUDGET

WHEREAS, THE TOWN OF NEW BERLIN WILL AMEND THE BUDGET LINE A5010.1 HIGHWAY SUPERINTENDENT PS, BECAUSE THE BUDGET OFFICER MADE A MISTAKE ON THE 2026 BUDGET

NOW THEREFORE BE IT RESOLVED: THE TOWN OF NEW BERLIN BOARD HEREBY AMENDS THE A5010.1 LINE BY THE AMOUNT OF $1069.00. FROM LINE A1990.4 CONTINGENCY TO CORRECT THE ERROR SO THAT THE 2027 BUDGET WILL BE CORRECT.

RESOLUTION INTRODUCED BY: SECONDED BY:

ROLL CALL VOTE:

PARKS RIFANBURG STOCKWELL WALES-WRIGHT CHRISTIAN

YES: NO: ABSENTION: ABSENT:

CARRIED: NOT CARRIED:

Seal

DATED:

_____

Deborah A Barker, Town Clerk

TOWN OF NEW BERLIN

SEPTEMBER 14, 2026

RESOLUTION # 31 OF 2026 AUTHORIZING THE TOWN OF NEW BERLIN TO AMEND THE BUDGET

WHEREAS, THE TOWN OF NEW BERLIN WILL AMEND THE BUDGET LINE SW2189.8 GENERAL DEPT INCOME BY THE AMOUNT OF $1550.00 AND LINE SW2401.8 INTEREST AND EARNINGS BY $1000.00

NOW THEREFORE BE IT RESOLVED: THE TOWN OF NEW BERLIN BOARD HEREBY MOVES THE TWO INCREASED REVENUE LINES TO LINE SW9010.8 STATE RETIREMENT FOR THE TOTAL AMOUNT OF $2550.OO

RESOLUTION INTRODUCED BY: SECONDED BY:

ROLL CALL VOTE:

PARKS RIFANBURG STOCKWELL WALES-WRIGHT CHRISTIAN

YES: NO: ABSENTION: ABSENT:

CARRIED: NOT CARRIED:

Seal

DATED:

_____

Deborah A Barker, Town Clerk

TOWN OF NEW BERLIN

SEPTEMBER 14,2026

RESOLUTION # 32 OF 2026 AUTHORIZING THE TOWN OF NEW BERLIN TO AMEND THE BUDGET

WHEREAS, THE TOWN OF NEW BERLIN WILL HOLD A PUBLIC HEARING TO INTRODUCE LOCAL LAW TO GO OVER THE TAX CAP FOR THE 2027 BUDGET.

NOW THEREFORE BE IT RESOLVED: THE TOWN OF NEW BERLIN BOARD WILL HOLD A PUBLIC HEARING ON OCTOBER 12, 2026 AT 5:45 PM BEFORE THE REGULAR BOARD MEETING.

RESOLUTION INTRODUCED BY: SECONDED BY:

ROLL CALL VOTE:

PARKS RIFANBURG STOCKWELL WALES-WRIGHT CHRISTIAN

YES: NO: ABSENTION: ABSENT:

CARRIED: NOT CARRIED:

Seal

DATED:

_____

Deborah A Barker, Town Clerk

TOWN OF NEW BERLIN

September 14, 2026

RESOLUTION # 33 OF 2025 AUTHORIZING THE TOWN OF NEW BERLIN TO AMEND THE VILLAGE OF NEW BERLIN AMBULANCE CONTRACT

WHEREAS, THE TOWN OF NEW BERLIN WILL AMEND THE CONTRACT WITH THE VILLAGE OF NEW BERLIN AMBULANCE

NOW THEREFORE BE IT RESOLVED: THE TOWN OF NEW BERLIN BOARD HEREBY AMENDS THE CONTRACT TO THE AMOUNT OF $28,719.12. WHICH IT HAS PAID $21,117.00, AND THE REMAINDER DUE IS 7,602.12 WHICH WILL BE PAID ON OR ABOUT SEPTEMBER 16,2026.

RESOLUTION INTRODUCED BY: SECONDED BY:

ROLL CALL VOTE:

PARKS RIFANBURG STOCKWELL WALES-WRIGHT CHRISTIAN

YES: NO: ABSENTION: ABSENT:

CARRIED: NOT CARRIED:

Seal

DATED:

_____

Deborah A Barker, Town Clerk