

**TOWN OF BERNE
TOWN BOARD MEETING AGENDA**

Date: May 13, 2026
Time: Regular Meeting 7:00PM
Location: Community & Senior Center, 1360 Helderberg Trail, Berne NY 12023

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC HEARING LOCAL LAW 1 CHANGING GRIEVENCE DAY

5. APPROVAL OF MINUTES

Minutes of April 8, 2026

6. PUBLIC COMMENT

- i) Kenneth's Army

7. SUPERVISOR'S REPORT

8. REPORTS OF TOWN OFFICERS / COMMITTEES

- a) Highway Superintendent
- b) Transfer Station
- c) Planning
- d) Zoning
- e) Parks
- f) Library

9. NEW BUSINESS / RESOLUTIONS

- a) Resolution No. 2026-44 to approve Work from Home Policy as an addendum to the Employee Manual
- b) Resolution No. 2026-45 to Establish Solid Waste Management Facility Committee
- c) Resolution No. 2026-46 to Establish Negotiation Committee for new CBA
- d) Resolution No. 2026-47 to approve Highway Policy regarding Driveway Culvert and Highway Drainage Policy (19 of 2026)
- e) Resolution No. 2026-48 to approve prior year claim from Heidelberg Materials
- f) Resolution No. 2026-49 to Authorize Supervisor to execute Design Professional Services Hourly Agreement for Town of Berne – Masonic Hall Review and to encumber \$2,848.00 for said project.
- g) Resolution No. 2026-50 to approve Use of Time Clock Policy as an addendum to the Employee Manual
- h) Resolution No. 2026-51 to amend salaries and organizational chart to eliminate stipends from payroll.
- i) Authorize Increase of PO XXXXXXXX issued to HL Gage to \$XXXXXX for the repair of International Trucks

- j) Authorize Encumbrance of \$XXXXXXX to Callahan Industries for the purchase of hot mix for the highway department from account XXXXXXXXX
- k) Authorize Encumbrance of \$1400.00 for the replacement of a desk top computer for the Town Supervisor
- l) Authorize the Encumbrance of \$17,000 to Paychex, allocated as follows:
 - 1. \$13,865.25 (82%): A0-190-0000-04499
 - 2. \$2,471.63 (15%): DA-15-5110-0000-04499
 - 3. \$663.12 (4%): SS-18-8110-0000-04499
- m) Authorize the Encumbrance of \$50,000 to BST, allocated as follows:
 - 1. \$40,780.14 (82%): A0-11-1990-0000-044999
 - 2. \$7269.50 (15%): DA-15-5110-0000-044999
 - 3. \$1950.35 (4%): SS-18-8110-0000-044999
- n) Encumber \$105,000 from CHIPS for the purchase of replacement truck (final payment)

10. . APPROVE/DISCUSS MONTHLY FINANCIAL REPORTS

- a. Supervisor's
- b. Town Clerk's
- c. Building & Zoning
- d. Tax Collector

11. AUDIT AND APPROVAL OF CLAIMS

- a. Budget Transfers
- b. Monthly Abstracts
 - 1. Abstract 2026 # X Utilities (vouchers XXX - XXX): \$XXXXXX
 - 2. Abstract 2026 # Reg General Fund & Highway (XXX- XXX) \$XXXXXX
 - Total: \$XXXX,XXX

11. ADJOURNMENT

TOWN OF BERNE
TOWN BOARD RESOLUTION

Resolution No. 44 of 2026

Resolution Introduced by Supervisor Giebelhaus

RESOLUTION ADOPTING WORK FROM HOME / REMOTE WORK POLICY

WHEREAS, the Town Board of the Town of Berne recognizes the need to establish clear operational standards governing remote work and work from home arrangements for Town employees; and

WHEREAS, the Town Board finds that remote work arrangements must preserve accountability, operational efficiency, cybersecurity, payroll integrity, records retention compliance, and uninterrupted public service; and

WHEREAS, the Town Board desires to adopt a formal Work From Home / Remote Work Policy applicable to authorized Town employees;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Berne hereby adopts the Town of Berne Work From Home / Remote Work Policy attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, that all remote work arrangements shall require written authorization consistent with the adopted policy; and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to administer the policy, approve operational forms and procedures, and ensure compliance with Town payroll, records retention, cybersecurity, and operational requirements; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

DULY ADOPTED by the Town Board of the Town of Berne at a regular meeting held on _____, 2026, upon a motion by _____, seconded by _____, and carried by the following vote:

Affirmative:

Negative:

Affirmative Vote Tally: _____ **Negative Vote Tally:** _____ **Abstain:** _____

Adopted this _____ **day of** _____, **2026**

I, Kristin De Oliveira, Town Clerk of the Town of Berne, do hereby certify that Resolution 22 of 2026 was passed at a meeting of the Town of Board on _____ of 2026.

In affirmation thereof, I hereto set my hand and affix The Seal of the Town of Berne this ____ day of ____, 2026.

Kristin De Oliveira, Town Clerk

DRAFT

Town of Berne, New York

POLICY: WORK FROM HOME / REMOTE WORK POLICY (21 of 2026)

Adopted by Town Board Resolution No. ___ of 2026

1. PURPOSE

The purpose of this policy is to establish uniform standards governing remote work arrangements for employees of the Town of Berne to ensure:

- Continuity of municipal operations;
- Protection of Town records and confidential information;
- Accountability for work performance and timekeeping;
- Compliance with New York State labor laws, Town policies, collective bargaining agreements, and applicable civil service requirements; and
- Proper stewardship of public resources.

The Town recognizes that certain administrative functions may, under limited circumstances, be performed remotely when doing so serves the operational interests of the Town and does not impair public service delivery.

Remote work is not an entitlement, benefit, or guaranteed condition of employment.

2. DEFINITIONS

A. Remote Work / Work From Home

A temporary or ongoing arrangement under which an employee performs authorized Town duties from a location other than a Town-owned facility.

B. Telework Agreement

A written authorization approved pursuant to this policy specifying the terms and conditions of remote work.

3. ELIGIBILITY

Remote work may be approved only for positions whose duties can be effectively performed off-site without reducing operational efficiency, public access, supervision, accountability, or security.

Generally eligible positions may include certain:

- Administrative;
- Clerical;
- Bookkeeping;
- Financial;
- Planning;
- Grant administration; or
- Professional support functions.

Positions involving direct physical operations, public-facing services, field inspections, highway operations, waste transfer station operations, maintenance activities, emergency response, or handling of physical records are generally not eligible.

Eligibility shall be determined solely by the Town Board or its authorized designee.

4. APPROVAL REQUIRED

No employee may work remotely unless authorized in writing.

A remote work arrangement must include:

- Employee name and title;
- Approved remote work location;
- Approved work schedule;
- Duration of arrangement;
- Duties authorized for remote performance;
- Timekeeping requirements;
- Equipment authorization; and
- Any additional conditions imposed by the Town.

The Town Board may revoke remote work authorization at any time, with or without cause, when determined to be in the best interests of the Town.

5. WORK HOURS AND AVAILABILITY

Employees working remotely shall:

- Maintain the same work hours unless otherwise approved;
- Remain available during scheduled work hours;
- Respond to Town communications promptly;
- Attend meetings in person when directed; and

- Report to Town facilities immediately if required for operational needs.

Remote work shall not interfere with public access to Town services.

6. TIMEKEEPING AND PAYROLL CONTROLS

All employees working remotely shall comply with Town payroll and timekeeping requirements.

Employees shall:

- Accurately record all hours worked;
- Use Town-approved timekeeping systems;
- Certify the accuracy of submitted time records; and
- Obtain prior approval for overtime in accordance with Town policy and applicable collective bargaining agreements.

Falsification of time records may result in disciplinary action, including termination and possible referral for criminal investigation.

Nothing in this policy supersedes Town payroll audit procedures established pursuant to Town Law §§ 118 and 119.

7. EQUIPMENT AND TECHNOLOGY

Town-owned equipment remains Town property at all times.

Employees shall:

- Use Town equipment primarily for Town business;
- Protect equipment from loss or damage;
- Maintain secure passwords;
- Prevent unauthorized access to Town systems;
- Comply with cybersecurity requirements; and
- Immediately report suspected security incidents.

The Town may inspect Town-owned devices and records at any time consistent with law.

Unless specifically authorized, employees shall not use personal devices for storage of Town records or confidential information.

8. RECORDS MANAGEMENT AND FOIL COMPLIANCE

All records created or maintained while working remotely constitute Town records subject to applicable records retention schedules and the Freedom of Information Law (FOIL).

Employees shall:

- Preserve all Town records;
- Maintain records in Town-approved systems;
- Avoid unauthorized destruction of records; and
- Immediately provide records upon request of authorized Town officials.

Confidential records shall not be printed, copied, or stored at remote locations unless specifically authorized.

9. SAFETY AND LIABILITY

Employees are responsible for maintaining a safe remote work environment.

The Town assumes no responsibility for:

- Damage to personal property;
- Utility costs;
- Internet service costs; or
- Other expenses unless expressly authorized.

Any work-related injury occurring during remote work must be reported immediately in accordance with Town procedures.

10. PERFORMANCE EXPECTATIONS

Employees working remotely shall be held to the same performance standards applicable to employees working on-site.

Failure to maintain satisfactory performance, productivity, responsiveness, or compliance with this policy may result in termination of remote work privileges and/or disciplinary action.

11. COLLECTIVE BARGAINING AGREEMENTS

Nothing in this policy shall supersede any applicable collective bargaining agreement.

To the extent required by law, implementation of remote work arrangements affecting represented employees shall be consistent with applicable labor obligations.

12. NO PROPERTY RIGHT

Remote work authorization is discretionary and may be modified or terminated at any time.

This policy does not create:

- A contractual right;
- A property interest;
- A guarantee of continued employment; or
- A guarantee of remote work eligibility.

TOWN OF BERNE
TOWN BOARD RESOLUTION

Resolution No. 45 of 2026

Resolution Introduced by Supervisor Giebelhaus

Authorization of the establishment of a SOLID WASTE MANAGEMENT FACILITY COMMITTEE

WHEREAS, the Town of Berne owns and operates a solid waste management facility (transfer station) serving the residents of the Town; and

WHEREAS, the Town Board recognizes the importance of ensuring that such facility is operated in a manner that is fiscally responsible, environmentally compliant, and efficient in service delivery; and

WHEREAS, the Town Board desires to establish an advisory committee to review, evaluate, and make recommendations regarding the operation, management, and long-term planning of the Town's solid waste management facility;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Berne hereby establishes a Solid Waste Management Facility Committee (the "Committee") for advisory and planning purposes; and

BE IT FURTHER RESOLVED, that the purpose of the Committee shall include, but not be limited to, the following:

1. Review of current operations of the Town's solid waste management facility, including staffing, hours of operation, and service levels;
2. Evaluation of user fee structures, cost recovery models, and impacts on the Town's tax levy and compliance with the tax cap;
3. Review of contracts, hauling arrangements, and vendor performance;
4. Assessment of compliance with applicable laws and regulations, including those of the New York State Department of Environmental Conservation;
5. Identification of capital improvement needs, equipment replacement schedules, and long-term infrastructure planning;
6. Exploration of alternative service delivery models, including intermunicipal cooperation, shared services, or regionalization;
7. Development of recommendations to improve operational efficiency, transparency, and fiscal sustainability; and

BE IT FURTHER RESOLVED, that the Committee shall be advisory only and shall have no authority to bind the Town, expend funds, enter into contracts, or direct Town employees; and

BE IT FURTHER RESOLVED, that the Committee shall consist of the following members, appointed by the Town Board:

- The Town Supervisor, who shall serve as Chair (or designee);
- One (1) additional member of the Town Board;
- The Highway Superintendent (or designee), given operational responsibility for the facility;
- The Town Budget Office (advisory capacity);
- Up to two (2) residents of the Town with relevant experience or interest; and the Town Board may appoint additional advisory members as deemed appropriate; and

BE IT FURTHER RESOLVED, that the Committee shall:

- Meet as needed at the call of the Chair;
- Provide periodic written reports to the Town Board;
- Coordinate with the Town Attorney and other professional advisors as necessary;
- Adopt the Solid Waste Management Facility Charter and Workplan (2026) as the basis of program review and reporting to the Town Board

BE IT FURTHER RESOLVED, that all meetings of the Committee shall comply with the New York Open Meetings Law to the extent applicable, and all records of the Committee shall be maintained in accordance with applicable records retention and disclosure requirements; and

BE IT FURTHER RESOLVED, that the Committee shall present to the Town Board:

- An initial findings report within ninety (90) days of its first meeting; and
- A final set of recommendations within one hundred eighty (180) days, unless extended by resolution of the Town Board;

BE IT FURTHER RESOLVED, that this Committee shall automatically dissolve upon submission of its final report unless extended by further action of the Town Board; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

DULY ADOPTED by the Town Board of the Town of Berne at a regular meeting held on _____, 2026, upon a motion by _____, seconded by _____, and carried by the following vote:

Passed by the following vote of all the Town Council Members elected voting in favor thereof:

Affirmative:

Negative:

Affirmative Vote Tally: _____ Negative Vote Tally: _____ Abstain: _____

Adopted this _____ day of _____, 2026

I, Kristin De Oliveira, Town Clerk of the Town of Berne, do hereby certify that Resolution 22 of 2026 was passed at a meeting of the Town of Board on _____ of 2026.

In affirmation thereof, I hereto set my hand and affix The Seal of the Town of Berne this _____ day of _____, 2026.

Kristin De Oliveira, Town Clerk

TOWN OF BERNE

SOLID WASTE MANAGEMENT FACILITY COMMITTEE

CHARTER & WORK PLAN (2026)

I. CHARTER

1. Establishment

This Committee is established by resolution of the Town Board of the Town of Berne for the purpose of reviewing and making recommendations regarding the Town's solid waste management facility (transfer station).

2. Purpose

The Committee shall serve in an **advisory capacity only** to:

- Evaluate the operational, financial, and regulatory performance of the Town's solid waste management facility
- Ensure compliance with applicable laws and regulations
- Develop recommendations for long-term sustainability, cost control, and service delivery

3. Authority (Strictly Limited)

The Committee **shall NOT**:

- Bind the Town to any contract or agreement
- Direct Town employees
- Authorize expenditures
- Establish policy or fees

4. Scope of Review

The Committee shall evaluate:

A. Operations

- Staffing structure and supervision
- Hours of operation and access control
- Traffic flow, safety, and site conditions

- Conduct site visit and operational walkthrough
- Interview:
 - Highway Superintendent
 - Facility staff
 - Bookkeeper

Deliverable:

- **Baseline Conditions Memo**

Phase 2 — Operational & Financial Analysis (30–90 Days)

Objectives:

- Identify inefficiencies and risks

Tasks:

- Analyze:
 - Cost per ton
 - Revenue vs expenses
 - Staffing levels vs usage
- Benchmark against comparable towns
- Evaluate:
 - Fee structure sustainability
 - Tax levy impact
- Review vendor pricing and contract terms

Deliverable:

- **90-Day Findings Report**, including:
 - Key risks
 - Immediate improvement opportunities
 - Preliminary financial recommendations

Phase 3 — Strategic Development (90–150 Days)

Objectives:

- Develop actionable solutions

Tasks:

- Model:
 - Alternative fee structures
 - Full or partial cost recovery scenarios

- Evaluate:
 - Intermunicipal/shared service options
- Develop:
 - Capital improvement plan
 - Equipment replacement schedule
- Review compliance gaps and corrective actions

Deliverable:

- Draft recommendations framework

Phase 4 — Final Recommendations (150–180 Days)

Objectives:

- Provide implementable roadmap

Tasks:

- Finalize:
 - Operational improvements
 - Financial plan
 - Capital plan
 - Policy recommendations
- Coordinate with Town Attorney (if needed for policy changes)

Deliverable:

- **Final Report to Town Board**, including:
 - Executive summary
 - Detailed findings
 - Recommended actions
 - Implementation timeline

III. KEY PERFORMANCE METRICS

The Committee should track:

- Cost per ton processed
- % cost recovery through fees
- Annual subsidy from tax levy
- Equipment age and replacement cycle
- Compliance status (violations, inspections)

IV. EXPECTED OUTCOMES

By completion, the Town Board should have:

- A defensible fee structure aligned with tax cap strategy
- A clear capital investment roadmap
- Improved operational efficiency
- Reduced financial risk
- Documented compliance framework

TOWN OF BERNE
TOWN BOARD RESOLUTION

Resolution No. 46 of 2026

Resolution Introduced by Supervisor Giebelhaus

RESOLUTION ESTABLISHING A COLLECTIVE BARGAINING NEGOTIATIONS COMMITTEE

WHEREAS, the Town Board of the Town of Berne recognizes the importance of maintaining productive labor relations and ensuring that collective bargaining negotiations are conducted in an organized, consistent, and fiscally responsible manner; and

WHEREAS, the current collective bargaining agreement affecting Town employees is approaching expiration; and

WHEREAS, the Town Board desires to establish a Negotiations Committee to assist the Town Board in the preparation, evaluation, and conduct of labor negotiations on behalf of the Town;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Berne hereby establishes a “Collective Bargaining Negotiations Committee” for the purpose of assisting the Town Board in matters relating to labor negotiations, collective bargaining strategy, contract review, and related personnel matters; and be it further

RESOLVED, that the Committee shall serve in an advisory capacity to the Town Board and shall not possess independent authority to bind the Town to any agreement, memorandum, term sheet, settlement, or expenditure unless specifically authorized by resolution of the Town Board; and be it further

RESOLVED, that the Committee shall be composed of the following members, appointed by the Town Board:

- Town Supervisor Giebelhaus
- Town board member Duncan
- Highway Superintendent Stemple
- Town Attorney, in an advisory capacity
- Such additional advisors, consultants, labor counsel, or subject matter experts as the Town Board may authorize

and be it further

RESOLVED, that the Committee is authorized to:

1. Review the current collective bargaining agreement and identify operational, fiscal, and legal issues;

I, Kristin De Oliveira, Town Clerk of the Town of Berne,
do hereby certify that Resolution 22 of 2026 was passed
at a meeting of the Town of Board on _____ of 2026.

In affirmation thereof, I hereto set my hand and affix
The Seal of the Town of Berne this ____ day of ____, 2026.

Kristin De Oliveira, Town Clerk

TOWN OF BERNE
TOWN BOARD RESOLUTION

Resolution No. 47 of 2026

Resolution Introduced by Supervisor Giebelhaus

RESOLUTION ADOPTING THE TOWN OF BERNE DRIVEWAY CULVERT AND HIGHWAY DRAINAGE POLICY

WHEREAS, the Town Board of the Town of Berne recognizes the importance of maintaining safe and effective highway drainage systems and protecting Town highway infrastructure; and

WHEREAS, the Town Board further recognizes the need to establish uniform standards governing driveway culverts and drainage structures located within Town highway rights-of-way; and

WHEREAS, the Town Board finds that a formal policy distinguishing between public drainage infrastructure and private access improvements is necessary to:

- Protect public funds;
- Ensure equitable treatment of property owners;
- Maintain compliance with New York law and Office of the State Comptroller guidance; and
- Establish clear responsibility for installation, maintenance, repair, and replacement costs;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Berne hereby adopts the “Town of Berne Driveway Culvert and Highway Drainage Policy,” attached hereto and incorporated herein by reference; and

BE IT FURTHER RESOLVED, that the Highway Superintendent and all Town officers and employees are directed to administer and enforce the Policy accordingly; and

BE IT FURTHER RESOLVED, that this Resolution and Policy shall take effect immediately upon adoption.

DULY ADOPTED by the Town Board of the Town of Berne at a regular meeting held on _____, 2026, upon a motion by _____, seconded by _____, and carried by the following vote:

Affirmative:

Negative:

Affirmative Vote Tally: _____ Negative Vote Tally: _____ Abstain: _____

Adopted this _____ day of _____, 2026

I, Kristin De Oliveira, Town Clerk of the Town of Berne,
do hereby certify that Resolution 22 of 2026 was passed
at a meeting of the Town of Board on _____ of 2026.

In affirmation thereof, I hereto set my hand and affix
The Seal of the Town of Berne this _____ day of _____, 2026.

Kristin De Oliveira, Town Clerk

Town of Berne, New York

DRIVEWAY CULVERT AND HIGHWAY DRAINAGE POLICY (19 OF 2026)

Adopted by the Town Board of the Town of Berne on 2/11/26: Resolution 47 of 2026

SECTION 1. PURPOSE

The purpose of this Policy is to establish uniform standards and procedures governing driveway culverts, highway drainage structures, and work occurring within Town highway rights-of-way in order to:

1. Protect public highways and drainage systems;
 2. Preserve roadway integrity and public safety;
 3. Establish clear responsibility for installation, maintenance, repair, and replacement costs;
 4. Ensure compliance with New York Highway Law, Town Law, and applicable Office of the State Comptroller guidance;
 5. Prevent unauthorized private use of Town labor and materials; and
 6. Ensure consistent and equitable treatment of all property owners.
-

SECTION 2. POLICY STATEMENT

It is the policy of the Town of Berne that:

- Highway drainage systems are municipal infrastructure maintained for public highway purposes;
 - Private driveway access improvements primarily benefiting individual property owners shall not be subsidized by public funds except where authorized by law and Town policy;
 - Work within the Town highway right-of-way shall be regulated to protect drainage, roadway stability, and public safety; and
 - The Town shall maintain clear distinctions between:
 1. Public drainage culverts; and
 2. Private access culverts.
-

SECTION 3. DEFINITIONS

A. PUBLIC DRAINAGE CULVERT

A “Public Drainage Culvert” shall mean a culvert, pipe, drainage crossing, or similar structure installed primarily for:

- Highway drainage;
- Stormwater conveyance;
- Protection of roadway infrastructure;
- Cross-road drainage;
- Protection of public safety; or
- Municipal drainage system continuity.

A Public Drainage Culvert principally benefits the public highway system and traveling public.

Examples include:

- Cross-road culverts beneath Town highways;
- Major drainage crossings;
- Culverts carrying natural watercourses;
- Structures necessary to prevent roadway flooding or washouts.

B. PRIVATE ACCESS CULVERT

A “Private Access Culvert” shall mean a culvert or drainage pipe installed primarily to provide vehicular access to private property across a roadside ditch or drainage feature within the Town highway right-of-way.

A Private Access Culvert principally benefits the adjoining property owner by enabling driveway access.

Examples include:

- Residential driveway culverts;
- Commercial driveway culverts;
- Agricultural field entrance culverts;
- Private lane or private road access crossings.

SECTION 4. DETERMINATION OF CLASSIFICATION

The Highway Superintendent shall make an initial determination whether a culvert constitutes:

1. A Public Drainage Culvert; or
2. A Private Access Culvert.

The Town Board may review or override such determination where appropriate.

In making such determination, the Town may consider:

- Primary function of the culvert;
 - Public versus private benefit;
 - Drainage system necessity;
 - Historic maintenance practices;
 - Engineering considerations;
 - Impact on highway infrastructure;
 - Public safety concerns; and
 - Applicable legal guidance.
-

SECTION 5. PRIVATE ACCESS CULVERT RESPONSIBILITY

A. PROPERTY OWNER RESPONSIBILITY

Unless otherwise authorized by the Town Board, the adjoining property owner shall be responsible for costs associated with:

- Installation;
- Replacement;
- Enlargement;
- Upgrade;
- Repair; and
- Maintenance

of Private Access Culverts.

This responsibility may include:

- Pipe materials;
 - End sections;
 - Stone/backfill;
 - Excavation;
 - Restoration;
 - Labor;
 - Equipment costs; and
 - Permit fees.
-

B. TOWN INSTALLATION OPTION

The Town may, at its discretion and subject to available resources:

- Perform installation work;
- Provide labor or equipment; or

- Assist with replacement work

provided that:

1. The property owner reimburses the Town pursuant to an adopted fee schedule; or
2. The Town Board determines that a sufficient public highway purpose exists.

Nothing herein shall require the Town to provide labor, materials, or equipment for private access purposes.

SECTION 6. PUBLIC DRAINAGE CULVERT RESPONSIBILITY

The Town shall retain responsibility for maintenance, repair, and replacement of Public Drainage Culverts where:

- The structure primarily serves highway drainage;
- Failure threatens roadway integrity or public safety; or
- The structure constitutes municipal drainage infrastructure.

Nothing herein shall obligate the Town to improve or enlarge drainage structures solely to accommodate private development.

SECTION 7. PERMIT REQUIREMENT

No person shall:

- Install;
- Replace;
- Alter;
- Extend; or
- Modify

any culvert or drainage structure within a Town highway right-of-way without prior approval from the Town.

The Town may require:

- A driveway permit;
- Site inspection;
- Drainage review;
- Engineering specifications; and
- Compliance with Town standards.

SECTION 8. DESIGN STANDARDS

The Highway Superintendent may establish minimum standards regarding:

- Pipe diameter;
- Pipe material;
- Cover requirements;
- End treatments;
- Slope;
- Drainage capacity;
- Setbacks; and
- Installation methods.

The Town may deny installation of undersized or inadequate culverts that may impair drainage or roadway integrity.

SECTION 9. EMERGENCY WORK

Where a culvert failure threatens:

- Public safety;
- Highway stability;
- Drainage systems; or
- Municipal infrastructure,

the Town may undertake emergency corrective work.

If the structure is determined to be a Private Access Culvert, the Town may seek reimbursement from the benefiting property owner for reasonable costs incurred.

SECTION 10. PROHIBITED ACTIVITIES

No person shall:

- Obstruct highway drainage;
- Install unauthorized pipes;
- Alter roadside ditches without approval;
- Discharge drainage in a manner damaging Town infrastructure; or
- Interfere with lawful drainage flow.

SECTION 11. FEES AND COST RECOVERY

The Town Board may establish by separate resolution:

- Permit fees;
- Inspection fees;
- Equipment rates;
- Labor rates;
- Material reimbursement schedules; and
- Cost recovery procedures.

Fees shall be reasonably related to actual municipal costs and shall not constitute unauthorized revenue generation.

SECTION 12. ENFORCEMENT

Failure to comply with this Policy may result in:

- Permit denial;
 - Stop-work orders;
 - Cost recovery actions;
 - Restoration orders;
 - Civil enforcement remedies; or
 - Other lawful actions available to the Town.
-

SECTION 13. SEVERABILITY

If any provision of this Policy is determined invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 14. EFFECTIVE DATE

This Policy shall take effect immediately upon adoption.

TOWN OF BERNE
TOWN BOARD RESOLUTION

Resolution No. 48 of 2026

Resolution Introduced by Supervisor Giebelhaus

**AUTHORIZATION FOR PAYMENT OF PRIOR YEAR CLAIM – HEIDELBERG MATERIALS
(Invoice 6700016278)**

WHEREAS, the Town of Berne, in accordance with its adopted **Invoice Payment Policy No. 02-2026**, requires that all claims be supported by proper documentation including purchase authorization, receiving verification, and vendor invoice; and

WHEREAS, Heidelberg Materials furnished materials to the Town of Berne in **December 2025** for authorized municipal purposes; and

WHEREAS, the claim in the total amount of **Three Thousand Seven Hundred Eighteen Dollars and Twenty-Eight Cents (\$3,718.28)** has been presented for audit as **Invoice 6700016278**, with supporting documentation including:

- **Receiving verification** confirming delivery and acceptance of materials; and
- Vendor **invoice** meeting Town requirements; and

WHEREAS, the Town Board has completed a **three-way match review** and determined the claim to be valid and a lawful charge against the Town; and

WHEREAS, the obligation was incurred during the **2025 fiscal year**, but was not submitted for audit prior to year-end; and

WHEREAS, pursuant to New York Town Law §118 and guidance from the New York State Office of the State Comptroller, such claims must be charged to the fiscal year in which the liability was incurred; and

WHEREAS, sufficient appropriations and available balances exist within the **2025 budget** to satisfy this obligation;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Berne hereby audits and approves Invoice 6700016278 payable to Heidelberg Materials in the amount of \$3,718.28; and

BE IT FURTHER RESOLVED, that such payment shall be charged to the following 2025 appropriation account:
Account Code: DA-15-5142-0000-44077 (Road Materials/Sand and Salt) and shall not be charged to any 2026 appropriations; and

BE IT FURTHER RESOLVED, that this claim shall be included in: Abstract No.: _____ (2026)

for payment processing and audit trail purposes; and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized and directed to issue payment and ensure that:

1. The disbursement is recorded as a **2025 fiscal year expenditure**;
2. The claim is properly reflected in the Town’s **accounting records, abstract, and warrant register**; and
3. All supporting documentation is retained in accordance with Town policy and audit standards;

SUPERVISOR CERTIFICATION

I, JOSEPH C. GIEBELHAUS, Town Supervisor of the Town of Berne, do hereby certify that:

- The above claim has been **audited by the Town Board** in accordance with New York Town Law §118;
- A **three-way match review** has been completed (purchase authorization, receiving verification, and invoice);
- The claim represents a **valid obligation of the 2025 fiscal year**; and
- Sufficient funds were available in the **2025 appropriation account** at the time the liability was incurred.

Signed: _____
 Name: _____
 Date: _____

Passed by the following vote of all the Town Council Members elected voting in favor thereof:

Affirmative:

Negative:

Affirmative Vote Tally: _____ Negative Vote Tally: _____ Abstain: _____

Adopted this _____ day of _____, 2026

I, Kristin De Oliveira, Town Clerk of the Town of Berne, do hereby certify that Resolution 22 of 2026 was passed at a meeting of the Town of Board on _____ of 2026.

In affirmation thereof, I hereto set my hand and affix The Seal of the Town of Berne this ____ day of ____, 2026.

Kristin De Oliveira, Town Clerk

TOWN OF BERNE
TOWN BOARD RESOLUTION

Resolution No. 49 of 2026

Resolution Introduced by Supervisor Giebelhaus

AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO AN HOURLY PROFESSIONAL SERVICES AGREEMENT WITH LAMONT ENGINEERS FOR ENGINEERING REVIEW OF THE MASONIC LODGE STRUCTURE AND ENCUMBERING FUNDING

WHEREAS, the Town Board of the Town of Berne has identified the need to evaluate the structural condition and potential municipal use of the building owned by the Masonic Lodge; and

WHEREAS, the Town Board recognizes the need for professional engineering services to review the existing structure and provide a preliminary assessment regarding rehabilitation feasibility and estimated costs for municipal occupancy and use; and

WHEREAS, Lamont Engineers possesses professional engineering expertise and experience relevant to municipal facilities and structural evaluation services; and

WHEREAS, the Town Board desires to authorize the Town Supervisor to engage said engineering services on an hourly basis, subject to available appropriations and standard municipal procurement requirements; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Berne hereby authorizes the Town Supervisor to enter into an hourly professional services agreement with Lamont Engineers for the limited purpose of:

1. Reviewing and evaluating the existing structure owned by the Masonic Lodge;
2. Assessing the general condition of the structure for potential municipal use;
3. Preparing a preliminary engineer's estimate of probable costs associated with rehabilitation and improvements necessary to make the structure suitable for municipal occupancy and operations; and
4. Providing related professional recommendations and observations as may be reasonably necessary to assist the Town Board in evaluating the feasibility of acquisition and rehabilitation of the structure; and
5. Total service fee is authorized not to exceed \$2,848.00; additional fees, if necessary, will be authorized at the discretion of the Board; and

BE IT FURTHER RESOLVED, that compensation for such services shall be on an hourly basis pursuant to a written agreement approved by the Town Supervisor and Town Attorney, if applicable, and subject to available budget appropriations; and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute all documents reasonably necessary to effectuate this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

DULY ADOPTED by the Town Board of the Town of Berne at a regular meeting held on _____, 2026, upon a motion by _____, seconded by _____, and carried by the following vote:

Affirmative:

Negative:

Affirmative Vote Tally: _____ **Negative Vote Tally:** _____ **Abstain:** _____

Adopted this _____ **day of** _____, **2026**

I, Kristin De Oliveira, Town Clerk of the Town of Berne, do hereby certify that Resolution 22 of 2026 was passed at a meeting of the Town of Board on _____ of 2026.

In affirmation thereof, I hereto set my hand and affix The Seal of the Town of Berne this ____ day of ____, 2026.

Kristin De Oliveira, Town Clerk



Lamont Engineers

ENGINEERS • PLANNERS • FACILITY OPERATIONS

Dedicated to Service...Committed to Excellence

Design Professional Services Hourly Agreement

EFFECTIVE DATE: May 1, 2026

BETWEEN: Town of Berne (“CLIENT”) And Lamont Engineers, P.C. (“ENGINEER”) a New York State Professional Corporation.

PROJECT TITLE: Town of Berne – Masonic Hall Review (1652 Helderberg Trail)

SCOPE OF SERVICES: The services to be provided by the ENGINEER include:

- The Town of Berne is considering purchasing the Masonic Hall property located at 1652 Helderberg Trail and converting this property into additional Town offices and office space to support Town functions. Prior to purchasing the property, the Town is requesting an engineers review of the property and structure to evaluate existing conditions and identify any obvious structural or other deficiencies that may need to be addressed if purchased. To assist the Town with this endeavor, we propose the following scope of services:
 - Site visit to review the existing property and structure. This will include a visual review of all accessible areas of the property and existing structure. During the site visit we will only review areas that are accessible and will not perform destructive testing. For example, we will not open-up walls to determine interior framing and insulation types, etc.
 - Develop a letter-report summarizing the findings of the site visit, identifying any obvious deficiencies, and summarize recommended improvements to the property and existing structure. The letter-report will also recommend basic accessibility and life-safety improvements to the structure that may be required based on our understanding of the anticipated occupancy.
- Services are proposed to be provided on an hourly basis and are estimated at 20 hours at the Sr. Project Manage Rate of \$178/hour, or \$2,848. The Town will only be charged for time spent, thus if we spend less time on this task than estimated, the town will only be billed for that value of work. If we are requested to provide additional services beyond the above scope and estimated timeframe, we will provide the Town with an estimate for these services prior to proceeding.

The above Scope of Services generally identifies the services that will be provided by the ENGINEER under the terms of this Agreement. The ENGINEER may perform associated tasks which are necessary to complete the above identified services.

lamont@lamontengineers.com / www.lamontengineers.com

Phone: 518.234.4028 / Fax: 518.234.4613

PO Box 610, Cobleskill, NY 12043 ■ 25 West Fulton Street, Gloversville, NY 12078 ■ 141 Ulster Avenue, Apt. 1C, Saugerties, NY 12477

TERMS: Billing monthly as the work progresses and due within 30 days of invoice, for personnel time spent on your project at the hourly rates shown in Attachment A for Basic Services and for Direct Expenses at cost and Subcontracted Services at cost plus 10 percent.

The rates shown in Attachment A will govern this contract through December 31, 2026. These rates may increase at the end of this period to cover individual salary increases and/or overhead cost increases.

REUSE OF DOCUMENTS: All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of services in respect to the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER; and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

OPINION OF COST: Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices; or over competitive bidding or market conditions, his opinions of probable project cost or construction costs provided by herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified ENGINEER familiar with the construction industry; but ENGINEER cannot and does not guarantee the proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by him. If, prior to the bidding or negotiation phase, CLIENT wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator. Engineering services to modify the Contract Documents, to bring the construction costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

LATE PAYEMENT: If CLIENT fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 2 percent per month from said 60th day, and in addition, ENGINEER may, without notice, suspend services under this agreement until he has been paid in full all amounts due him for Services and Expenses. The length of such suspension shall be added to the time schedule for Services under this contract.

TERMINATION: The obligation to provide further services under this Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, and for all direct and subcontract expenses and for termination expenses.

SUCCESSION AND ASSIGNMENT: CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other parties, in respect to all covenants, agreements and obligations of this Agreement.

Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to benefit other than CLIENT and ENGINEER.

PROFESSIONAL LIABILITY: The Design Professional, and its consultants, partners, agents and employees, shall not be liable to the CLIENT, whether jointly, severally or individually, in excess of the compensation paid to the Design Professional under this Agreement, or in excess of the sum of \$10,000, whichever is greater, as a result of any act or omission not amounting to a willful or intentional wrong. In no instance shall ENGINEER'S liability exceed the available proceeds of, or coverage afforded by, ENGINEER'S professional liability policy.

DISPUTE RESOLUTION: CLIENT and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under this section of this Agreement, or under law.

CLIENT and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation by a third party mutually agreed upon prior to either of them initiating formal proceedings against the other, unless delay in initiating formal proceedings would irrevocably prejudice one of the parties.

All disputes between CLIENT and ENGINEER not resolved under the above paragraphs will be decided by formal proceedings in the county court of the County of Schoharie, State of New York.

Formal legal proceedings must be started within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the formal legal proceedings be started after the date when institution of legal or equitable proceedings based on such claim, dispute or other matters in question would be barred by the applicable statute of limitations of the State of New York.

FIDUCIARY RESPONSIBILITY: CLIENT confirms that neither ENGINEER nor any of ENGINEER's subconsultants or subcontractors has offered any fiduciary service to CLIENT and no fiduciary responsibility shall be owed to CLIENT by ENGINEER or any of ENGINEER's subconsultants or subcontractors, as a consequence of ENGINEER's entering into this Agreement.

AGREEMENT EXECUTION: This Agreement, the General Provisions and Attachment A all consisting of 5 pages represent the entire understanding between the CLIENT and ENGINEER in respect to the Project and may only be modified in writing signed by both parties.

We have carefully reviewed this agreement and agree to and accept its terms and conditions as of the Effective Date written above.

ENGINEER

CLIENT



Jason Preisner, PE
Principal Engineer
Lamont Engineers, P.C.
197 Elm Street
Cobleskill, New York 12043

Joseph Giebelhaus, Town Supervisor
Town of Berne
1656 Helderberg Trail
Berne, New York 12023

Attachment



ATTACHMENT A

2026 SCHEDULE OF RATES

Engineering and Project Management

Principal Engineer.....	\$208/hr.
Associate Principal Engineer	\$178/hr.
Senior Project Manager	\$178/hr.
Project Manager.....	\$159/hr.
Project Engineer	\$149/hr.
Assistant Project Engineer	\$125/hr.
Senior Engineering Technician	\$116/hr.
Engineering Technician.....	\$104/hr.
CADD Operator.....	\$93/hr.
Junior CADD Operator.....	\$75/hr.

Support Staff

Administrative Assistant.....	\$85/hr.
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Direct Expenses

Mileage	IRS standard rate
Other Direct Expenses	At Cost
GPS unit	
Daily.....	\$200
Weekly	\$650
Monthly	\$2,000
Pipe Locator	
Daily	\$75
Weekly	\$200
Monthly	\$600
Pipe Camera	
Daily	\$75
Weekly	\$200
Monthly	\$600
Drone	
Daily	\$40
Weekly	\$150
Monthly	\$600

**TOWN OF BERNE
TOWN BOARD RESOLUTION**

Resolution No. 50 of 2026

Resolution Introduced by Supervisor Giebelhaus

RESOLUTION ADOPTING TIMEKEEPING AND TIME CLOCK POLICY

WHEREAS, the Town Board of the Town of Berne recognizes the importance of accurate payroll reporting, attendance accountability, and internal financial controls; and

WHEREAS, Town Law §§ 118, 119, and 125 require proper auditing and administration of payroll and claims; and

WHEREAS, the New York State Office of the State Comptroller recommends municipalities maintain effective timekeeping and payroll control systems; and

WHEREAS, the Town Board finds it necessary and appropriate to establish a uniform Timekeeping and Time Clock Policy governing employee attendance and payroll reporting procedures;

NOW, THEREFORE, BE IT RESOLVED:

1. The Town Board hereby adopts the Town of Berne Timekeeping and Time Clock Policy attached hereto and incorporated herein by reference;
2. The Town Supervisor is authorized to implement administrative procedures necessary to carry out the policy;
3. Department Heads shall ensure compliance with the policy within their respective departments;
4. Nothing in this policy shall supersede any applicable collective bargaining agreement or statutory employee rights; and
5. This resolution and policy shall take effect immediately upon adoption.

DULY ADOPTED by the Town Board of the Town of Berne at a regular meeting held on _____, 2026, upon a motion by _____, seconded by _____, and carried by the following vote:

Affirmative:

Negative:

Affirmative Vote Tally: _____ **Negative Vote Tally:** _____ **Abstain:** _____

Adopted this ____ day of _____, 2026

I, Kristin De Oliveira, Town Clerk of the Town of Berne,
do hereby certify that Resolution 22 of 2026 was passed
at a meeting of the Town of Board on _____ of 2026.

In affirmation there of, I hereto set my hand and affix
The Seal of the Town of Berne this ____ day of ____, 2026.

Kristin De Oliveira, Town Clerk

DRAFT

Town of Berne, New York

POLICY: USE OF TIME CLOCK (22 of 2026)

Adopted by Town Board Resolution No. ___ of 2026

1. PURPOSE

The purpose of this Timekeeping and Time Clock Policy is to establish uniform procedures for recording employee work time, attendance, leave usage, overtime, and payroll reporting for the Town of Berne. This policy is intended to:

- Ensure accurate payroll records;
 - Promote accountability and internal controls;
 - Comply with applicable provisions of the Fair Labor Standards Act (FLSA), New York State Labor Law, Town Law §§ 118, 119, and 125, and applicable collective bargaining agreements;
 - Support proper payroll auditing practices consistent with guidance from the New York State Office of the State Comptroller (OSC); and
 - Protect both employees and the Town from inaccurate compensation practices.
-

2. POLICY

All Town employees, unless specifically exempted by law, Town Board resolution, or collective bargaining agreement, shall accurately record their work time using the Town-approved timekeeping system.

The Town may utilize:

- Mechanical time clocks;
- Electronic time clocks;
- Web-based timekeeping systems;
- Biometric systems where legally permissible; or
- Manual timesheets approved by the Town Supervisor or Department Head.

The Town Board recognizes that accurate timekeeping is an essential internal control and a necessary component of payroll auditing and fiscal oversight.

3. APPLICABILITY

This policy applies to:

- Full-time employees;
- Part-time employees;
- Seasonal employees;
- Temporary employees; and
- Any employee compensated on an hourly basis.

Exemptions

The following individuals may be exempt from mandatory clock-in/clock-out requirements unless otherwise directed:

- Elected officials;
- Employees classified as exempt under the FLSA;
- Employees covered by alternative approved reporting procedures;
- Independent contractors; and
- Volunteers.

Nothing herein shall supersede provisions of an applicable collective bargaining agreement.

4. EMPLOYEE RESPONSIBILITIES

Employees required to utilize the Town timekeeping system shall:

1. Clock in at the beginning of their scheduled work period;
2. Clock out at the end of their scheduled work period;
3. Record unpaid meal periods where applicable;
4. Accurately record leave time, including vacation, sick leave, personal leave, and compensatory time;
5. Immediately report any timekeeping errors to their supervisor; and
6. Certify the accuracy of their time records when required.

Employees are prohibited from:

- Falsifying time records;
 - Clocking in or out for another employee;
 - Altering time records without authorization; or
 - Performing unauthorized overtime work.
-

5. SUPERVISORY RESPONSIBILITIES

Department Heads and supervisors shall:

- Review employee time records for accuracy;
- Verify attendance and leave usage;
- Approve overtime only in accordance with Town policy and budget appropriations;
- Certify payroll records prior to submission; and
- Report suspected violations to the Town Supervisor and Town Board.

Supervisory approval of a time record constitutes certification that, to the best of the supervisor's knowledge, the recorded time accurately reflects hours worked and leave used.

6. OVERTIME

No employee shall work overtime without prior authorization from their Department Head or authorized supervisor except in emergencies.

Unauthorized overtime worked may still be compensable under applicable law; however, employees may be subject to disciplinary action for failure to obtain prior approval.

7. PAYROLL AUDIT AND INTERNAL CONTROL

Time records shall constitute official Town payroll records and shall be retained in accordance with the New York State records retention schedule.

The Town Board may review payroll records during payroll audit procedures pursuant to Town Law §§ 118 and 119.

The Town Supervisor, Bookkeeper, Payroll Clerk, or designated fiscal officer may establish administrative procedures necessary to implement this policy.

8. BIOMETRIC DATA (IF APPLICABLE)

If biometric timekeeping technology is utilized, the Town shall:

- Maintain reasonable safeguards for biometric information;
 - Limit access to authorized personnel;
 - Use biometric data solely for timekeeping purposes; and
 - Retain and dispose of records in accordance with applicable law.
-

9. DISCIPLINE

Violation of this policy may result in disciplinary action, up to and including termination, subject to:

- Applicable law;
- Civil Service Law;
- Collective bargaining agreements; and
- Due process requirements.

Potential violations include:

- Theft of time;
- Falsification of records;
- Fraudulent reporting;
- Unauthorized overtime; or
- Repeated failure to comply with timekeeping procedures.

10. IMPLEMENTATION

The Town Supervisor is authorized to implement administrative procedures, forms, schedules, and operational controls necessary to carry out this policy.

Department-specific procedures may be issued provided they are consistent with this policy and applicable law.