



NEW HAVEN VILLAGE COUNCIL REGULAR MEETING AGENDA

November 12, 2024 at 7:00 PM
Municipal Council Room – 57775 Main Street

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Village Offices at (586) 749-5301

The New Haven Village Council will hold its Regular Council Meeting at 7:00 pm, in the Municipal Council Room located at 57775 Main Street.

- 1. Call to Order/Pledge/Roll Call**
- 2. Approval of Agenda**
- 3. Public Comments on Agenda**
- 4. Approval of the Minutes**

[A.](#) Regular Meeting Minutes - October 8, 2024

5. Consent Agenda

All matters listed under Consent Agenda are considered routine by the council and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered separately.

- A. Fire Department Report
- B. DPW Report
- C. Building Department Report
- D. Sheriff Department Report
- E. Engineering Project Status Report
- F. Code Enforcement

6. Payment of Bills – Treasurer Report

A. Approval of September 2024 payroll \$124,864.72 and bills to be paid for October 2024 \$279,773.24 - total of \$404,637.96

[B.](#) Treasurer's report - The Total of Cash Assets for October, 2024 - \$5,927,871.18

7. Communications/Committee Reports

- A. Agenda Items for December 10, 2024 due by November 30, 2024 - Clerk Whitsett
- B. Planning Commission Update - Trustee Dilbert
- C. Parks and Recreation update - Trustee Guerrero

8. Unfinished Business

- [A.](#) Outdoor Cafe Ordinance

9. New Business

- [A.](#) Employee Policy Manual
- [B.](#) BS&A Payment Processing
- [C.](#) Macomb County Planning

10. Call from the Floor (limited to three minutes)

11. Call from the Table

12. Adjournment

Please hold all public comments until call from the floor. There is a 3-minute limit for all calls from the floor. The Council will not take any action on issues raised during call from the floor. This is an opportunity for citizens to voice concerns and thoughts on non-agenda Items.

The Council meetings are set and carried out to conduct the business of the Village. Please turn off all cell phones and pagers before entering the meeting room. Please be courteous to those speaking and others at the meeting. Thank you.



NEW HAVEN VILLAGE COUNCIL REGULAR MEETING MINUTES

October 08, 2024 at 7:00 PM
Municipal Council Room – 57775 Main Street

1. Call to Order/Pledge/Roll Call

President Meissen called the meeting to order at 7:00 PM

PRESENT

President Brian Meissen

Trustee Tracy Bonkowski

Trustee Chris Dilbert

Trustee Corinna Guerrero

Trustee Fred Nona

Trustee Mario Pruccoli

Clerk Rachel Whitsett

Treasurer Lucy Nolan-Dilbert

ABSENT

Trustee Allan Suchy

2. Approval of Agenda

Motion made by Trustee Bonkowski to approve the agenda as presented with amendments, Seconded by Trustee Guerrero.

Amendment

Remove: 12. Closed Session

Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona, Trustee Pruccoli

3. Public Comments on Agenda

None

4. Approval of the Minutes

A. Regular Meeting Minutes - September 10, 2024

Motion made by Trustee Bonkowski to approve the minutes from September 10, 2024 as presented,
Seconded by Trustee Guerrero.

Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona,
Trustee Pruccoli

5. Consent Agenda

Motion made by Trustee Bonkowski to accept the consent agenda as presented, Seconded by Trustee
Guerrero.

Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona,
Trustee Pruccoli

6. Payment of Bills – Treasurer Report

A. Approval of August 2024 payroll \$84,840.42 and bills to be paid for September 2024 \$301,155.74 -
total of \$385,996.16

Motion made by Trustee Pruccoli to pay the bills totaling \$385,996.16, Seconded by Trustee Nona.
Roll Call - Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero,
Trustee Nona, Trustee Pruccoli

B. Treasurer's report - The Total of Cash Assets for September, 2024 is \$8,659,330.70.

Motion made by Trustee Pruccoli to receive and file Treasurers report, Seconded by Trustee Nona.
Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona,
Trustee Pruccoli

7. Communications/Committee Reports

A. Agenda items for November 12, 2024 due by November 1, 2024 - Clerk Whitsett

B. Planning Commission - Trustee Dilbert

C. Parks and Rec - Trustee Guerrero

8. Unfinished Business

A. Clerical Union Contract

Motion made by Trustee Pruccoli to accept collective bargaining agreement with Teamsters Local 214, Clerical Unit, cap inflation at 5% and adjustment to language for use of vacation, Seconded by Trustee Bonkowski.

Roll Call - Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona, Trustee Pruccoli

B. DPW Union Contract Renewal

Motion made by Trustee Pruccoli to accept collective bargaining agreement with Teamsters Local 214, DPW Unit, cap inflation at 5% and adjustment to language for use of vacation , Seconded by Trustee Bonkowski.

Roll Call - Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona, Trustee Pruccoli

9. New Business

A. Wendy Kincaid Yard Flooding

Discussion only

B. Severe Weather Siren Upgrade and Annual Preventive Maintenance

Motion made by Trustee Dilbert to approve West Shore Services, Inc quote totaling \$13,754.20 with the funding coming from the general fund, Seconded by Trustee Bonkowski.

Roll Call - Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona, Trustee Pruccoli

Motion made by Trustee Bonkowski to enter into maintenance agreement with West Shore Services, Inc for 4 years (2025 - 2028) for \$485.00 per year with the funding coming from the general fund, Seconded by Trustee Dilbert.

Roll Call - Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona, Trustee Pruccoli

C. SYO/Administrative Access

Motion made by Trustee Bonkowski to give domain admin access, from SYO for temp account access so V3 can do an assessment, Seconded by Trustee Pruccoli.

Roll Call - Voting Yea: Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona, Trustee Pruccoli

Voting Abstaining: President Meissen

D. Property Tax Over-payment Refunds

Motion made by Trustee Bonkowski to refund tax over payments totaling \$9,258.39, Seconded by Trustee Dilbert.

Roll Call - Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona, Trustee Pruccoli

E. Outdoor Cafes, Dining, or Seating Ordinance

Ordinance for public review and feedback

10. Call from the Floor (limited to three minutes)

None

11. Call from the Table

Trustee Dilbert looking for marijuana update

12. Closed Session

~~A. Closed Session Pending Litigation Update~~ - Removed

13. Adjournment

Motion made by Trustee Dilbert to adjourn at 7:58 PM, Seconded by Trustee Bonkowski.

Voting Yea: President Meissen, Trustee Bonkowski, Trustee Dilbert, Trustee Guerrero, Trustee Nona, Trustee Pruccoli

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 000 - REVENUE						
101-000-403.000	CURRENT REAL TAX	1,261,000.00	1,221,120.76	(3,243.59)	39,879.24	96.84
101-000-405.000	IN LIEU OF TAXES - PINEWOODS	21,000.00	(22,597.78)	0.00	43,597.78	(107.61)
101-000-406.000	IN LIEU OF TAXES - PERRY ACRE	10,500.00	(2,999.56)	0.00	13,499.56	(28.57)
101-000-407.000	DELINQUENT PERSONAL TAX	68,000.00	73,052.66	0.00	(5,052.66)	107.43
101-000-447.000	PROPERTY TAX ADMIN FEE	20,000.00	21,166.82	(52.54)	(1,166.82)	105.83
101-000-455.000	FRANCHISE FEES	52,605.00	12,317.91	0.00	40,287.09	23.42
101-000-460.000	TAX WEED COLLECTION	0.00	1,200.00	0.00	(1,200.00)	100.00
101-000-461.000	CIVIL INFRACTION COLLECTIONS	1,000.00	0.00	0.00	1,000.00	0.00
101-000-487.000	TRAILER TAXES	7,000.00	4,605.00	370.00	2,395.00	65.79
101-000-568.000	STATE MICHIGAN SALES TAX	762,656.00	380,813.00	134,162.00	381,843.00	49.93
101-000-570.000	STATE MICHIGAN LIQUOR TAX	4,600.00	2,746.70	0.00	1,853.30	59.71
101-000-574.000	METRO AUTHORITY REVENUE	31,000.00	22,005.34	0.00	8,994.66	70.98
101-000-575.000	STATE MICHIGAN PPT REFORM	12,000.00	0.00	0.00	12,000.00	0.00
101-000-664.000	INTEREST INCOME	30,000.00	53,164.03	9,435.81	(23,164.03)	177.21
101-000-670.000	MISCELLANEOUS INCOME	750.00	996.90	806.41	(246.90)	132.92
101-000-675.000	EQUIP RENT-CITY OWNED	130,000.00	110,724.64	14,291.21	19,275.36	85.17
101-000-678.000	ADMIN ALLOC REVENUE	37,000.00	18,499.98	0.00	18,500.02	50.00
Total Dept 000 - REVENUE		2,449,111.00	1,896,816.40	155,769.30	552,294.60	77.45
Dept 300 - POLICE DISBURSEMENTS						
101-300-660.000	POLICE FINES & FORFEITURES	20,000.00	10,958.22	1,463.55	9,041.78	54.79
Total Dept 300 - POLICE DISBURSEMENTS		20,000.00	10,958.22	1,463.55	9,041.78	54.79
Dept 336 - PARKS & RECREATION DISBURSEMENTS						
101-336-670.000	MISCELLANEOUS INCOME	1,600.00	1,135.00	25.00	465.00	70.94
101-336-674.000	DONATIONS	2,000.00	2,425.00	200.00	(425.00)	121.25
Total Dept 336 - PARKS & RECREATION DISBURSEMENTS		3,600.00	3,560.00	225.00	40.00	98.89
Dept 405 - SMART						
101-405-409.000	SMART REVENUE	0.00	1,790.00	0.00	(1,790.00)	100.00
Total Dept 405 - SMART		0.00	1,790.00	0.00	(1,790.00)	100.00
TOTAL REVENUES		2,472,711.00	1,913,124.62	157,457.85	559,586.38	77.37
Expenditures						
Dept 111 - GENERAL FUND DISBURSEMENTS						
101-111-702.000	SALARY & WAGES	132,000.00	70,962.74	11,919.67	61,037.26	53.76
101-111-702.100	MEDICAL BUYOUT	4,000.00	2,333.31	333.33	1,666.69	58.33
101-111-702.931	SALARIES & WAGES - BLDG MAINT	12,000.00	9,827.23	1,637.28	2,172.77	81.89
101-111-702.932	SALARIES & WAGES-EQUIP MAINT	8,000.00	0.00	0.00	8,000.00	0.00
101-111-703.000	SALARIES & WAGES - COUNCIL	14,400.00	7,400.00	1,000.00	7,000.00	51.39
101-111-703.100	SALARIES & WAGES - PRESIDENT	14,400.00	7,200.00	1,200.00	7,200.00	50.00
101-111-703.200	SALARIES & WAGES - HSNB	4,320.00	1,380.00	180.00	2,940.00	31.94
101-111-705.000	SALARIES & WAGES - CLERK	7,500.00	3,750.00	625.00	3,750.00	50.00
101-111-706.000	VILLAGE TREASURER	5,400.00	2,700.00	450.00	2,700.00	50.00
101-111-707.931	SALARIES & WAGES-OT-BLDG R&M	1,500.00	756.75	0.00	743.25	50.45

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	10/31/2024	MONTH 10/31/2024	BALANCE	USED
Fund 101 - GENERAL FUND						
Expenditures						
101-111-709.000	ZONING BOARD OF APPEALS	0.00	2,000.00	2,000.00	(2,000.00)	100.00
101-111-715.000	FICA TAX EXPENSE	15,600.00	7,990.04	1,479.93	7,609.96	51.22
101-111-715.100	HEALTH INSURANCE	28,600.00	7,719.93	1,298.59	20,880.07	26.99
101-111-715.200	WORKERS COMPENSATION	1,300.00	883.46	0.00	416.54	67.96
101-111-715.300	LIFE INSURANCE	2,100.00	1,514.15	243.26	585.85	72.10
101-111-718.000	PENSION EXPENSE	7,600.00	3,520.50	621.66	4,079.50	46.32
101-111-727.000	OFFICE SUPPLIES	8,000.00	1,531.45	28.99	6,468.55	19.14
101-111-740.000	OPERATING SUPPLIES	8,000.00	4,668.62	116.47	3,331.38	58.36
101-111-745.000	EDUCATION & TRAINING	7,500.00	620.00	170.00	6,880.00	8.27
101-111-746.000	MILEAGE	750.00	162.70	0.00	587.30	21.69
101-111-750.000	POSTAGE	2,500.00	0.00	0.00	2,500.00	0.00
101-111-807.000	PROF SVCS - LEGAL	100,000.00	51,977.00	7,479.50	48,023.00	51.98
101-111-807.700	PROF SVCS - AUDIT	32,600.00	33,800.00	3,800.00	(1,200.00)	103.68
101-111-807.800	PROF SVCS - COMMUNITY PLANNIN	7,600.00	3,600.00	600.00	4,000.00	47.37
101-111-807.900	PROF SVCS - ENGINEERING	4,500.00	4,598.00	0.00	(98.00)	102.18
101-111-807.901	PROF SVCS-WEEDS FOR TAXES	100.00	120.00	0.00	(20.00)	120.00
101-111-807.920	PROF SVCS - INSPECTOR	12,000.00	4,500.00	0.00	7,500.00	37.50
101-111-807.925	PROF SVCS - VIDEO SERVICES	2,000.00	0.00	0.00	2,000.00	0.00
101-111-808.000	COMPUTER SYSTEM SUPPORT	40,000.00	25,889.94	4,961.63	14,110.06	64.72
101-111-812.000	GROUNDS AND MAINTENANCE	1,000.00	274.12	0.00	725.88	27.41
101-111-850.000	TELEPHONE	9,000.00	2,671.99	386.79	6,328.01	29.69
101-111-900.000	PRINTING/PUBLICATION	10,000.00	3,566.21	150.00	6,433.79	35.66
101-111-910.000	INSURANCE GEN'L LIABILITY ALLOC	29,000.00	898.50	0.00	28,101.50	3.10
101-111-920.000	UTILITIES	11,000.00	3,934.78	943.50	7,065.22	35.77
101-111-920.100	WATER & SEWER USAGE	21,000.00	10,500.00	0.00	10,500.00	50.00
101-111-931.000	BUILDING REPAIR & MAINTENANCE	18,000.00	3,645.70	440.00	14,354.30	20.25
101-111-932.000	EQUIPMENT REPAIR & MAINTENANC	6,000.00	3,048.24	0.00	2,951.76	50.80
101-111-943.100	RENT - OFFICE	106,200.00	8,850.00	0.00	97,350.00	8.33
101-111-956.000	MISCELLANEOUS EXPENSE	0.00	39.00	0.00	(39.00)	100.00
101-111-956.100	BANK SERVICE CHARGES	1,000.00	569.61	0.00	430.39	56.96
101-111-958.000	MEMBERSHIPS & DUES	6,000.00	2,127.84	0.00	3,872.16	35.46
101-111-962.000	CASH OVER (SHORT)	0.00	(0.95)	0.00	0.95	100.00
101-111-964.300	PROP TAX REFUNDS & CHGBACKS	400.00	1,226.82	0.00	(826.82)	306.71
101-111-964.400	DEBT SERVICE-COPIER & POSTAGE MACHINES	7,000.00	4,015.41	377.76	2,984.59	57.36
101-111-970.000	CAPITAL OUTLAY	41,939.00	41,939.00	0.00	0.00	100.00
101-111-979.000	PROPERTY TAX - VILLAGE OFFICE	64,000.00	50,633.27	0.00	13,366.73	79.11
101-111-991.100	LEASE PRINCIPAL PAYMENT	0.00	53,100.00	0.00	(53,100.00)	100.00
Total Dept 111 - GENERAL FUND DISBURSEMENTS		815,809.00	452,445.36	42,443.36	363,363.64	55.46
Dept 300 - POLICE DISBURSEMENTS						
101-300-740.000	OPERATING SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
101-300-805.000	PROF SVCS - SHERIFF'S SERVICES	1,172,221.00	617,428.56	88,204.08	554,792.44	52.67
101-300-807.300	PROF SVCS - DISPATCH SERVICE	1,500.00	875.00	125.00	625.00	58.33
101-300-920.000	UTILITIES	8,000.00	2,648.22	449.07	5,351.78	33.10
101-300-931.000	BUILDING REPAIR & MAINTENANCE	5,000.00	2,182.50	440.00	2,817.50	43.65
Total Dept 300 - POLICE DISBURSEMENTS		1,187,721.00	623,134.28	89,218.15	564,586.72	52.46
Dept 336 - PARKS & RECREATION DISBURSEMENTS						
101-336-702.000	SALARY & WAGES	49,100.00	48,735.07	9,255.75	364.93	99.26
101-336-703.500	SALARIES & WAGES- PARK & REC COMMITTEE	21,200.00	7,230.00	1,125.00	13,970.00	34.62
101-336-707.000	SALARIES & WAGES - OVERTIME	4,000.00	2,189.50	258.91	1,810.50	59.76
101-336-715.000	FICA TAX EXPENSE	5,684.20	4,448.26	813.94	1,235.94	74.14

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF NEW HAVEN
 PERIOD ENDING 10/31/2024
 % Fiscal Year Completed: 58.63

Section 6, Item B.

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	10/31/2024	MONTH 10/31/2024	BALANCE	USED
Fund 101 - GENERAL FUND						
Expenditures						
101-336-715.100	HEALTH INSURANCE	9,000.00	6,984.66	975.96	2,015.34	77.61
101-336-715.200	WORKERS COMPENSATION	1,815.00	369.14	0.00	1,445.86	20.34
101-336-715.300	LIFE INSURANCE	500.00	500.39	78.55	(0.39)	100.08
101-336-718.000	PENSION EXPENSE	1,820.00	1,688.47	256.46	131.53	92.77
101-336-740.000	OPERATING SUPPLIES	12,000.00	7,248.76	699.55	4,751.24	60.41
101-336-740.100	VILLAGE BEAUTIFICATION	15,000.00	299.00	(299.00)	14,701.00	1.99
101-336-751.000	GAS & OIL	5,000.00	2,148.77	186.67	2,851.23	42.98
101-336-768.000	UNIFORMS	1,500.00	560.44	0.00	939.56	37.36
101-336-807.100	PROF SVCS-EMPLOYMENT PHYSICAL	300.00	624.00	0.00	(324.00)	208.00
101-336-807.900	PROF SVCS - ENGINEERING	0.00	244.00	0.00	(244.00)	100.00
101-336-808.000	COMPUTER SYSTEM SUPPORT	2,500.00	1,778.50	363.70	721.50	71.14
101-336-812.000	GROUNDS AND MAINTENANCE	20,000.00	7,665.91	2,704.82	12,334.09	38.33
101-336-850.000	TELEPHONE	800.00	0.00	0.00	800.00	0.00
101-336-920.000	UTILITIES	8,000.00	4,819.32	977.29	3,180.68	60.24
101-336-931.000	BUILDING REPAIR & MAINTENANCE	8,000.00	540.90	0.00	7,459.10	6.76
101-336-943.000	RENT - CITY OWNED EQUIP	55,000.00	59,239.13	8,097.89	(4,239.13)	107.71
101-336-945.000	COMMUNITY & RECREATION EVENTS	28,000.00	19,356.94	0.00	8,643.06	69.13
101-336-945.200	CIVIC EVENTS	14,000.00	17,762.57	1,484.41	(3,762.57)	126.88
101-336-945.300	SENIOR PROGRAM	1,200.00	1,874.91	208.93	(674.91)	156.24
101-336-970.000	CAPITAL OUTLAY	301,979.50	33,435.50	0.00	268,544.00	11.07
Total Dept 336 - PARKS & RECREATION DISBURSEMENTS		566,398.70	229,744.14	27,188.83	336,654.56	40.56
TOTAL EXPENDITURES		2,569,928.70	1,305,323.78	158,850.34	1,264,604.92	50.79
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		2,472,711.00	1,913,124.62	157,457.85	559,586.38	77.37
TOTAL EXPENDITURES		2,569,928.70	1,305,323.78	158,850.34	1,264,604.92	50.79
NET OF REVENUES & EXPENDITURES		(97,217.70)	607,800.84	(1,392.49)	(705,018.54)	625.20
BEG. FUND BALANCE		2,380,179.72	2,380,179.72			
END FUND BALANCE		2,282,962.02	2,987,980.56			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF NEW HAVEN
 PERIOD ENDING 10/31/2024
 % Fiscal Year Completed: 58.63

Section 6, Item B.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 201 - MAJOR STREET FUND						
Revenues						
Dept 000 - REVENUE						
201-000-553.000	STATE OF MICHIGAN ACT 51	480,000.00	200,127.52	38,717.08	279,872.48	41.69
201-000-664.000	INTEREST INCOME	30,000.00	28,931.94	9,221.58	1,068.06	96.44
Total Dept 000 - REVENUE		510,000.00	229,059.46	47,938.66	280,940.54	44.91
TOTAL REVENUES		510,000.00	229,059.46	47,938.66	280,940.54	44.91
Expenditures						
Dept 463 - ROAD MAINTENANCE						
201-463-702.000	SALARY & WAGES	78,700.00	37,837.73	6,253.22	40,862.27	48.08
201-463-707.000	SALARIES & WAGES - OVERTIME	850.00	649.46	0.00	200.54	76.41
201-463-715.000	FICA TAX EXPENSE	6,100.00	2,944.08	478.39	3,155.92	48.26
201-463-715.100	HEALTH INSURANCE	9,000.00	8,632.12	866.72	367.88	95.91
201-463-715.200	WORKERS COMPENSATION	2,800.00	4,044.33	0.00	(1,244.33)	144.44
201-463-715.300	LIFE INSURANCE	700.00	520.36	70.35	179.64	74.34
201-463-718.000	PENSION EXPENSE	3,478.00	1,803.77	279.76	1,674.23	51.86
201-463-740.000	OPERATING SUPPLIES	3,000.00	920.74	92.94	2,079.26	30.69
201-463-745.000	EDUCATION & TRAINING	300.00	0.00	0.00	300.00	0.00
201-463-751.000	GAS & OIL	2,500.00	120.52	0.00	2,379.48	4.82
201-463-768.000	UNIFORMS	1,300.00	48.99	0.00	1,251.01	3.77
201-463-807.200	PROF SVCS - DUMPSTER	1,200.00	440.74	0.00	759.26	36.73
201-463-807.900	PROF SVCS - ENGINEERING	2,000.00	4,785.00	0.00	(2,785.00)	239.25
201-463-930.000	ROAD MAINTENANCE	9,895.00	411.85	0.00	9,483.15	4.16
201-463-932.000	EQUIPMENT REPAIR & MAINTENANC	4,700.00	1,446.09	0.00	3,253.91	30.77
201-463-933.000	BRIDGE MAINTENANCE	0.00	556.00	0.00	(556.00)	100.00
201-463-943.000	RENT - CITY OWNED EQUIP	15,000.00	8,590.81	1,878.37	6,409.19	57.27
201-463-970.000	CAPITAL OUTLAY	5,479.50	5,479.50	0.00	0.00	100.00
Total Dept 463 - ROAD MAINTENANCE		147,002.50	79,232.09	9,919.75	67,770.41	53.90
Dept 474 - TRAFFIC						
201-474-702.000	SALARY & WAGES	1,200.00	841.89	45.07	358.11	70.16
201-474-707.000	SALARIES & WAGES - OVERTIME	150.00	110.96	0.00	39.04	73.97
201-474-715.000	FICA TAX EXPENSE	105.00	73.00	3.46	32.00	69.52
201-474-715.100	HEALTH INSURANCE	100.00	30.17	4.68	69.83	30.17
201-474-715.300	LIFE INSURANCE	0.00	10.30	0.35	(10.30)	100.00
201-474-718.000	PENSION EXPENSE	70.00	35.64	2.25	34.36	50.91
201-474-740.000	OPERATING SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00
201-474-785.000	TRAFFIC SERVICE	10,000.00	12,999.75	1,438.41	(2,999.75)	130.00
201-474-910.000	INSURANCE GEN'L LIABILITY ALLOC	2,400.00	0.00	0.00	2,400.00	0.00
Total Dept 474 - TRAFFIC		15,525.00	14,101.71	1,494.22	1,423.29	90.83
Dept 479 - WINTER MAINTENANCE						
201-479-702.000	SALARY & WAGES	2,700.00	0.00	0.00	2,700.00	0.00
201-479-707.000	SALARIES & WAGES - OVERTIME	2,800.00	0.00	0.00	2,800.00	0.00
201-479-715.000	FICA TAX EXPENSE	425.00	0.00	0.00	425.00	0.00
201-479-715.100	HEALTH INSURANCE	3,000.00	0.00	0.00	3,000.00	0.00
201-479-718.000	PENSION EXPENSE	275.00	0.00	0.00	275.00	0.00
201-479-934.000	WINTER MAINTENANCE	15,000.00	2,748.16	581.47	12,251.84	
201-479-943.000	RENT - CITY OWNED EQUIP	0.00	174.33	0.00	(174.33)	

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GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 201 - MAJOR STREET FUND						
Expenditures						
201-479-970.000	CAPITAL OUTLAY	300,000.00	0.00	0.00	300,000.00	0.00
Total Dept 479 - WINTER MAINTENANCE		324,200.00	2,922.49	581.47	321,277.51	0.90
Dept 483 - ADMINISTRATIVE						
201-483-943.100	RENT - OFFICE	2,004.00	167.00	0.00	1,837.00	8.33
201-483-944.000	ADMIN ALLOC EXPENSE	26,000.00	13,000.02	0.00	12,999.98	50.00
201-483-956.100	BANK SERVICE CHARGES	1,000.00	126.78	0.00	873.22	12.68
201-483-991.100	LEASE PRINCIPAL PAYMENT	0.00	1,002.00	0.00	(1,002.00)	100.00
Total Dept 483 - ADMINISTRATIVE		29,004.00	14,295.80	0.00	14,708.20	49.29
TOTAL EXPENDITURES		515,731.50	110,552.09	11,995.44	405,179.41	21.44
Fund 201 - MAJOR STREET FUND:						
TOTAL REVENUES		510,000.00	229,059.46	47,938.66	280,940.54	44.91
TOTAL EXPENDITURES		515,731.50	110,552.09	11,995.44	405,179.41	21.44
NET OF REVENUES & EXPENDITURES		(5,731.50)	118,507.37	35,943.22	(124,238.87)	2,067.65
BEG. FUND BALANCE		1,375,312.65	1,375,312.65			
END FUND BALANCE		1,369,581.15	1,493,820.02			

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
Dept 000 - REVENUE						
203-000-553.000	STATE OF MICHIGAN ACT 51	192,000.00	79,461.29	15,375.77	112,538.71	41.39
203-000-664.000	INTEREST INCOME	3,300.00	8,606.67	3,715.67	(5,306.67)	260.81
Total Dept 000 - REVENUE		195,300.00	88,067.96	19,091.44	107,232.04	45.09
TOTAL REVENUES		195,300.00	88,067.96	19,091.44	107,232.04	45.09
Expenditures						
Dept 463 - ROAD MAINTENANCE						
203-463-702.000	SALARY & WAGES	88,500.00	49,345.02	8,147.15	39,154.98	55.76
203-463-707.000	SALARIES & WAGES - OVERTIME	200.00	377.50	0.00	(177.50)	188.75
203-463-715.000	FICA TAX EXPENSE	6,800.00	3,804.27	623.19	2,995.73	55.95
203-463-715.100	HEALTH INSURANCE	13,800.00	9,860.26	1,034.15	3,939.74	71.45
203-463-715.200	WORKERS COMPENSATION	3,000.00	1,356.44	0.00	1,643.56	45.21
203-463-715.300	LIFE INSURANCE	0.00	366.39	80.51	(366.39)	100.00
203-463-718.000	PENSION EXPENSE	3,950.00	2,199.08	358.90	1,750.92	55.67
203-463-740.000	OPERATING SUPPLIES	1,500.00	774.79	0.00	725.21	51.65
203-463-745.000	EDUCATION & TRAINING	500.00	0.00	0.00	500.00	0.00
203-463-751.000	GAS & OIL	2,500.00	84.71	0.00	2,415.29	3.39
203-463-768.000	UNIFORMS	1,000.00	48.99	0.00	951.01	4.90
203-463-807.200	PROF SVCS - DUMPSTER	1,500.00	440.74	0.00	1,059.26	29.38
203-463-930.000	ROAD MAINTENANCE	33,145.00	411.85	0.00	32,733.15	1.24
203-463-932.000	EQUIPMENT REPAIR & MAINTENANC	6,000.00	676.71	0.00	5,323.29	11.28
203-463-943.000	RENT - CITY OWNED EQUIP	15,000.00	6,230.91	1,057.42	8,769.09	41.54
203-463-970.000	CAPITAL OUTLAY	5,479.50	61,889.50	2,735.00	(56,410.00)	1,129.47
Total Dept 463 - ROAD MAINTENANCE		182,874.50	137,867.16	14,036.32	45,007.34	75.39
Dept 474 - TRAFFIC						
203-474-702.000	SALARY & WAGES	2,300.00	1,663.08	180.22	636.92	72.31
203-474-715.000	FICA TAX EXPENSE	176.00	127.14	13.78	48.86	72.24
203-474-715.100	HEALTH INSURANCE	200.00	120.68	18.73	79.32	60.34
203-474-715.300	LIFE INSURANCE	100.00	309.67	1.39	(209.67)	309.67
203-474-718.000	PENSION EXPENSE	115.00	75.59	9.00	39.41	65.73
203-474-740.000	OPERATING SUPPLIES	500.00	38.99	(125.00)	461.01	7.80
203-474-785.000	TRAFFIC SERVICE	16,000.00	2,391.29	(1,820.00)	13,608.71	14.95
203-474-910.000	INSURANCE GEN'L LIABILITY ALLOC	2,400.00	0.00	0.00	2,400.00	0.00
Total Dept 474 - TRAFFIC		21,791.00	4,726.44	(1,721.88)	17,064.56	21.69
Dept 479 - WINTER MAINTENANCE						
203-479-702.000	SALARY & WAGES	2,800.00	0.00	0.00	2,800.00	0.00
203-479-707.000	SALARIES & WAGES - OVERTIME	2,500.00	0.00	0.00	2,500.00	0.00
203-479-715.000	FICA TAX EXPENSE	405.00	0.00	0.00	405.00	0.00
203-479-718.000	PENSION EXPENSE	265.00	0.00	0.00	265.00	0.00
203-479-934.000	WINTER MAINTENANCE	5,000.00	1,634.84	581.46	3,365.16	32.70
203-479-943.000	RENT - CITY OWNED EQUIP	3,000.00	67.05	0.00	2,932.95	2.24
203-479-970.000	CAPITAL OUTLAY	113,000.00	0.00	0.00	113,000.00	0.00
Total Dept 479 - WINTER MAINTENANCE		126,970.00	1,701.89	581.46	125,268.11	

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GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Expenditures						
Dept 483 - ADMINISTRATIVE						
203-483-943.100	RENT - OFFICE	2,004.00	167.00	0.00	1,837.00	8.33
203-483-944.000	ADMIN ALLOC EXPENSE	1,000.00	4,999.98	0.00	(3,999.98)	500.00
203-483-956.100	BANK SERVICE CHARGES	500.00	126.78	0.00	373.22	25.36
203-483-991.100	LEASE PRINCIPAL PAYMENT	0.00	1,002.00	0.00	(1,002.00)	100.00
Total Dept 483 - ADMINISTRATIVE		3,504.00	6,295.76	0.00	(2,791.76)	179.67
TOTAL EXPENDITURES		335,139.50	150,591.25	12,895.90	184,548.25	44.93
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		195,300.00	88,067.96	19,091.44	107,232.04	45.09
TOTAL EXPENDITURES		335,139.50	150,591.25	12,895.90	184,548.25	44.93
NET OF REVENUES & EXPENDITURES		(139,839.50)	(62,523.29)	6,195.54	(77,316.21)	44.71
BEG. FUND BALANCE		340,933.94	340,933.94			
END FUND BALANCE		201,094.44	278,410.65			

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GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 204 - HIGHWAY IMPROVEMENT FUND						
Revenues						
Dept 000 - REVENUE						
204-000-403.000	CURRENT REAL TAX	275,000.00	266,158.78	(706.97)	8,841.22	96.79
204-000-407.000	DELINQUENT PERSONAL TAX	15,000.00	15,923.08	0.00	(923.08)	106.15
204-000-664.000	INTEREST INCOME	4,000.00	10,717.04	4,497.45	(6,717.04)	267.93
Total Dept 000 - REVENUE		294,000.00	292,798.90	3,790.48	1,201.10	99.59
TOTAL REVENUES		294,000.00	292,798.90	3,790.48	1,201.10	99.59
Expenditures						
Dept 204 - HIGHWAY FUND DISBURSEMENTS						
204-204-926.000	STREET LIGHTING	43,000.00	27,237.92	4,574.70	15,762.08	63.34
204-204-943.100	RENT - OFFICE	4,800.00	400.00	0.00	4,400.00	8.33
204-204-956.100	BANK SERVICE CHARGES	500.00	126.78	0.00	373.22	25.36
204-204-964.300	PROP TAX REFUNDS & CHGBACKS	100.00	263.30	0.00	(163.30)	263.30
204-204-991.100	LEASE PRINCIPAL PAYMENT	0.00	2,400.00	0.00	(2,400.00)	100.00
Total Dept 204 - HIGHWAY FUND DISBURSEMENTS		48,400.00	30,428.00	4,574.70	17,972.00	62.87
TOTAL EXPENDITURES		48,400.00	30,428.00	4,574.70	17,972.00	62.87
Fund 204 - HIGHWAY IMPROVEMENT FUND:						
TOTAL REVENUES		294,000.00	292,798.90	3,790.48	1,201.10	99.59
TOTAL EXPENDITURES		48,400.00	30,428.00	4,574.70	17,972.00	62.87
NET OF REVENUES & EXPENDITURES		245,600.00	262,370.90	(784.22)	(16,770.90)	106.83
BEG. FUND BALANCE		483,121.50	483,121.50			
END FUND BALANCE		728,721.50	745,492.40			

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 206 - FIRE FUND						
Revenues						
Dept 000 - REVENUE						
206-000-403.000	CURRENT REAL TAX	445,000.00	431,615.16	(1,146.48)	13,384.84	96.99
206-000-451.500	CERT OF OCCUPANCY-INSPECTION	200.00	225.00	0.00	(25.00)	112.50
206-000-664.000	INTEREST INCOME	0.00	2,743.65	368.96	(2,743.65)	100.00
Total Dept 000 - REVENUE		445,200.00	434,583.81	(777.52)	10,616.19	97.62
Dept 342 - TRAINING-FIRE DEPARTMENT						
206-342-543.000	STATE GRANT-FRGP	20,000.00	0.00	0.00	20,000.00	0.00
206-342-651.000	USE AND ADMISSION FEES	5,000.00	13,800.00	250.00	(8,800.00)	276.00
Total Dept 342 - TRAINING-FIRE DEPARTMENT		25,000.00	13,800.00	250.00	11,200.00	55.20
TOTAL REVENUES		470,200.00	448,383.81	(527.52)	21,816.19	95.36
Expenditures						
Dept 340 - FIRE DISBURSEMENTS						
206-340-702.000	SALARY & WAGES	225,500.00	117,967.52	30,670.80	107,532.48	52.31
206-340-715.000	FICA TAX EXPENSE	17,251.00	8,945.47	2,346.31	8,305.53	51.85
206-340-715.100	HEALTH INSURANCE	15,554.00	9,515.29	1,377.01	6,038.71	61.18
206-340-715.200	WORKERS COMPENSATION	7,689.00	5,934.78	0.00	1,754.22	77.19
206-340-715.300	LIFE INSURANCE	625.00	312.08	54.99	312.92	49.93
206-340-718.000	PENSION EXPENSE	4,500.00	2,305.73	372.15	2,194.27	51.24
206-340-740.000	OPERATING SUPPLIES	20,000.00	13,837.69	1,268.24	6,162.31	69.19
206-340-745.000	EDUCATION & TRAINING	7,000.00	2,293.55	133.55	4,706.45	32.77
206-340-746.000	MILEAGE	3,000.00	0.00	0.00	3,000.00	0.00
206-340-750.000	POSTAGE	0.00	2.59	0.00	(2.59)	100.00
206-340-751.000	GAS & OIL	3,000.00	1,553.99	314.22	1,446.01	51.80
206-340-768.000	UNIFORMS	4,600.00	4,603.75	312.00	(3.75)	100.00
206-340-807.920	PROF SVCS - INSPECTOR	0.00	10,000.00	0.00	(10,000.00)	100.00
206-340-850.000	TELEPHONE	4,600.00	1,376.81	188.50	3,223.19	29.93
206-340-900.000	PRINTING/PUBLICATION	500.00	66.93	0.00	433.07	13.39
206-340-910.000	INSURANCE GEN'L LIABILITY ALLOC	6,000.00	(286.50)	0.00	6,286.50	(4.78)
206-340-920.000	UTILITIES	8,000.00	2,297.34	449.10	5,702.66	28.72
206-340-920.100	WATER & SEWER USAGE	2,195.00	1,097.52	0.00	1,097.48	50.00
206-340-931.000	BUILDING REPAIR & MAINTENANCE	15,000.00	1,406.59	0.00	13,593.41	9.38
206-340-932.000	EQUIPMENT REPAIR & MAINTENANC	17,000.00	14,008.90	2,594.40	2,991.10	82.41
206-340-956.100	BANK SERVICE CHARGES	150.00	126.78	0.00	23.22	84.52
206-340-958.000	MEMBERSHIPS & DUES	600.00	565.00	390.00	35.00	94.17
206-340-964.000	INTEREST EXPENSE	0.00	55.97	55.97	(55.97)	100.00
206-340-964.300	PROP TAX REFUNDS & CHGBACKS	125.00	427.00	0.00	(302.00)	341.60
206-340-970.000	CAPITAL OUTLAY	19,077.00	17,602.50	0.00	1,474.50	92.27
206-340-971.000	FIRE TRUCK PAYMENT	40,000.00	40,000.00	0.00	0.00	100.00
206-340-975.000	EQUIPMENT	45,000.00	5,183.57	0.00	39,816.43	11.52
Total Dept 340 - FIRE DISBURSEMENTS		466,966.00	261,200.85	40,527.24	205,765.15	55.94
Dept 342 - TRAINING-FIRE DEPARTMENT						
206-342-704.000	SALARIES & WAGES - PART-TIME	5,000.00	8,680.00	2,240.00	(3,680.00)	173.60
206-342-715.000	FICA TAX EXPENSE	383.00	664.77	171.36	(281.77)	173.57
206-342-715.300	LIFE INSURANCE	0.00	17.85	0.00	(17.85)	100.00
206-342-718.000	PENSION EXPENSE	100.00	114.00	28.00	(14.00)	100.00
206-342-727.000	OFFICE SUPPLIES	500.00	0.00	0.00	500.00	0.00

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Fund 206 - FIRE FUND						
Expenditures						
206-342-740.000	OPERATING SUPPLIES	5,300.00	325.00	0.00	4,975.00	6.13
Total Dept 342 - TRAINING-FIRE DEPARTMENT		11,283.00	9,801.62	2,439.36	1,481.38	86.87
TOTAL EXPENDITURES		478,249.00	271,002.47	42,966.60	207,246.53	56.67
Fund 206 - FIRE FUND:						
TOTAL REVENUES		470,200.00	448,383.81	(527.52)	21,816.19	95.36
TOTAL EXPENDITURES		478,249.00	271,002.47	42,966.60	207,246.53	56.67
NET OF REVENUES & EXPENDITURES		(8,049.00)	177,381.34	(43,494.12)	(185,430.34)	2,203.77
BEG. FUND BALANCE		185,029.39	185,029.39			
END FUND BALANCE		176,980.39	362,410.73			

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 209 - CEMETERY FUND						
Revenues						
Dept 000 - REVENUE						
209-000-403.000	CURRENT REAL TAX	62,000.00	59,340.12	(157.61)	2,659.88	95.71
209-000-407.000	DELINQUENT PERSONAL TAX	3,300.00	3,550.35	0.00	(250.35)	107.59
209-000-650.000	GRAVE OPENINGS	16,250.00	5,780.00	600.00	10,470.00	35.57
209-000-655.000	FOUNDATIONS	3,500.00	1,800.00	150.00	1,700.00	51.43
209-000-664.000	INTEREST INCOME	5,000.00	4,683.79	667.91	316.21	93.68
209-000-665.000	LOT SALES	10,000.00	4,156.50	1,661.75	5,843.50	41.57
Total Dept 000 - REVENUE		100,050.00	79,310.76	2,922.05	20,739.24	79.27
TOTAL REVENUES		100,050.00	79,310.76	2,922.05	20,739.24	79.27
Expenditures						
Dept 209 - CEMETERY DISBURSEMENTS						
209-209-702.000	SALARY & WAGES	20,000.00	20,692.01	2,689.54	(692.01)	103.46
209-209-707.000	SALARIES & WAGES - OVERTIME	1,605.00	587.19	43.49	1,017.81	36.59
209-209-715.000	FICA TAX EXPENSE	1,653.00	1,320.44	(98.64)	332.56	79.88
209-209-715.100	HEALTH INSURANCE	6,000.00	2,349.62	173.57	3,650.38	39.16
209-209-715.200	WORKERS COMPENSATION	310.00	313.00	0.00	(3.00)	100.97
209-209-715.300	LIFE INSURANCE	195.00	211.69	13.73	(16.69)	108.56
209-209-718.000	PENSION EXPENSE	1,081.00	560.64	74.63	520.36	51.86
209-209-740.000	OPERATING SUPPLIES	3,500.00	1,743.65	0.00	1,756.35	49.82
209-209-751.000	GAS & OIL	600.00	844.45	158.89	(244.45)	140.74
209-209-808.000	COMPUTER SYSTEM SUPPORT	2,475.00	698.00	0.00	1,777.00	28.20
209-209-812.000	GROUNDS AND MAINTENANCE	7,300.00	932.32	400.00	6,367.68	12.77
209-209-850.000	TELEPHONE	500.00	0.00	0.00	500.00	0.00
209-209-910.000	INSURANCE GEN'L LIABILITY ALLOC	207.00	0.00	0.00	207.00	0.00
209-209-931.000	BUILDING REPAIR & MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
209-209-932.000	EQUIPMENT REPAIR & MAINTENANC	1,000.00	1,852.52	0.00	(852.52)	185.25
209-209-943.000	RENT - CITY OWNED EQUIP	18,000.00	21,369.65	738.71	(3,369.65)	118.72
209-209-943.100	RENT - OFFICE	1,992.00	166.00	0.00	1,826.00	8.33
209-209-956.100	BANK SERVICE CHARGES	150.00	67.78	0.00	82.22	45.19
209-209-964.300	PROP TAX REFUNDS & CHGBACKS	20.00	58.69	0.00	(38.69)	293.45
209-209-970.000	CAPITAL OUTLAY	5,479.50	5,479.50	0.00	0.00	100.00
209-209-991.100	LEASE PRINCIPAL PAYMENT	0.00	996.00	0.00	(996.00)	100.00
Total Dept 209 - CEMETERY DISBURSEMENTS		77,067.50	60,243.15	4,193.92	16,824.35	78.17
TOTAL EXPENDITURES		77,067.50	60,243.15	4,193.92	16,824.35	78.17
Fund 209 - CEMETERY FUND:						
TOTAL REVENUES		100,050.00	79,310.76	2,922.05	20,739.24	79.27
TOTAL EXPENDITURES		77,067.50	60,243.15	4,193.92	16,824.35	78.17
NET OF REVENUES & EXPENDITURES		22,982.50	19,067.61	(1,271.87)	3,914.89	82.97
BEG. FUND BALANCE		303,501.86	303,501.86			
END FUND BALANCE		326,484.36	322,569.47			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF NEW HAVEN
 PERIOD ENDING 10/31/2024
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GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 219 - CEMETERY PERPETUAL CARE FUND						
Revenues						
Dept 000 - REVENUE						
219-000-664.000	INTEREST INCOME	1,000.00	858.25	433.61	141.75	85.83
219-000-665.000	LOT SALES	1,000.00	733.50	293.25	266.50	73.35
Total Dept 000 - REVENUE		2,000.00	1,591.75	726.86	408.25	79.59
TOTAL REVENUES		2,000.00	1,591.75	726.86	408.25	79.59
Fund 219 - CEMETERY PERPETUAL CARE FUND:						
TOTAL REVENUES		2,000.00	1,591.75	726.86	408.25	79.59
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		2,000.00	1,591.75	726.86	408.25	79.59
BEG. FUND BALANCE		73,119.46	73,119.46			
END FUND BALANCE		75,119.46	74,711.21			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF NEW HAVEN
 PERIOD ENDING 10/31/2024
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GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 226 - GARBAGE AND RUBBISH COLLECTION FUND						
Revenues						
Dept 000 - REVENUE						
226-000-611.000	TRASH CHARGES	275,000.00	167,349.96	28,667.71	107,650.04	60.85
226-000-615.000	PENALTY CHARGES	4,000.00	4,631.10	788.79	(631.10)	115.78
226-000-664.000	INTEREST INCOME	1,000.00	1,570.70	797.09	(570.70)	157.07
Total Dept 000 - REVENUE		280,000.00	173,551.76	30,253.59	106,448.24	61.98
TOTAL REVENUES		280,000.00	173,551.76	30,253.59	106,448.24	61.98
Expenditures						
Dept 528 - RUBBISH COLLECTION						
226-528-806.000	PROF SVCSS - TRASH COLLECTION	300,000.00	122,496.20	0.00	177,503.80	40.83
226-528-944.000	ADMIN ALLOC EXPENSE	0.00	28,687.98	28,188.00	(28,687.98)	100.00
226-528-956.100	BANK SERVICE CHARGES	0.00	90.59	0.00	(90.59)	100.00
Total Dept 528 - RUBBISH COLLECTION		300,000.00	151,274.77	28,188.00	148,725.23	50.42
TOTAL EXPENDITURES		300,000.00	151,274.77	28,188.00	148,725.23	50.42
Fund 226 - GARBAGE AND RUBBISH COLLECTION FUND:						
TOTAL REVENUES		280,000.00	173,551.76	30,253.59	106,448.24	61.98
TOTAL EXPENDITURES		300,000.00	151,274.77	28,188.00	148,725.23	50.42
NET OF REVENUES & EXPENDITURES		(20,000.00)	22,276.99	2,065.59	(42,276.99)	111.38
BEG. FUND BALANCE		106,618.94	106,618.94			
END FUND BALANCE		86,618.94	128,895.93			

GL NUMBER	DESCRIPTION	2024-25		ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
		AMENDED BUDGET	YTD BALANCE 10/31/2024			
Fund 549 - BUILDING FUND						
Revenues						
Dept 000 - REVENUE						
549-000-451.000	PERMITS & LICENSES	125,000.00	54,784.00	8,853.00	70,216.00	43.83
549-000-451.200	REGISTRATION FEES	1,500.00	590.00	45.00	910.00	39.33
549-000-451.500	CERT OF OCCUPANCY-INSPECTION	13,000.00	3,350.00	385.00	9,650.00	25.77
549-000-452.000	BUSINESS LICENSE	1,000.00	0.00	0.00	1,000.00	0.00
549-000-456.000	BUILDING ADMINISTRATION FEES	40,000.00	14,844.91	1,530.00	25,155.09	37.11
549-000-457.000	PLANNING COMMISSION	9,000.00	3,115.00	420.00	5,885.00	34.61
549-000-457.400	ENGINEERING REVIEW	500.00	(5,650.00)	(5,600.00)	6,150.00	1,130.00
549-000-664.000	INTEREST INCOME	15,000.00	5,251.92	782.36	9,748.08	35.01
Total Dept 000 - REVENUE		205,000.00	76,285.83	6,415.36	128,714.17	37.21
Dept 549 - BUILDING DEPARTMENT						
549-549-458.000	ZONING BOARD OF APPEALS	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 549 - BUILDING DEPARTMENT		3,000.00	0.00	0.00	3,000.00	0.00
TOTAL REVENUES		208,000.00	76,285.83	6,415.36	131,714.17	36.68
Expenditures						
Dept 549 - BUILDING DEPARTMENT						
549-549-702.000	SALARY & WAGES	50,000.00	26,086.00	4,406.73	23,914.00	52.17
549-549-702.100	MEDICAL BUYOUT	4,000.00	1,458.38	208.34	2,541.62	36.46
549-549-702.300	SALARIES & WAGES-INSPECTORS	107,290.00	40,446.64	5,788.98	66,843.36	37.70
549-549-703.300	SALARIES & WAGES - PLANNING	13,500.00	4,550.00	535.00	8,950.00	33.70
549-549-703.400	SALARIES & WAGES - ZBA	2,608.00	(0.02)	0.00	2,608.02	0.00
549-549-715.000	FICA TAX EXPENSE	13,600.00	5,549.68	836.86	8,050.32	40.81
549-549-715.100	HEALTH INSURANCE	0.00	93.55	93.55	(93.55)	100.00
549-549-715.200	WORKERS COMPENSATION	400.00	397.19	0.00	2.81	99.30
549-549-715.300	LIFE INSURANCE	1,100.00	271.33	45.19	828.67	24.67
549-549-718.000	PENSION EXPENSE	2,600.00	1,441.80	240.76	1,158.20	55.45
549-549-727.000	OFFICE SUPPLIES	600.00	140.00	0.00	460.00	23.33
549-549-740.000	OPERATING SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
549-549-745.000	EDUCATION & TRAINING	500.00	100.00	0.00	400.00	20.00
549-549-808.000	COMPUTER SYSTEM SUPPORT	1,000.00	950.00	0.00	50.00	95.00
549-549-850.000	TELEPHONE	2,150.00	866.64	108.33	1,283.36	40.31
549-549-943.100	RENT - OFFICE	6,000.00	500.00	0.00	5,500.00	8.33
549-549-956.100	BANK SERVICE CHARGES	500.00	90.59	0.00	409.41	18.12
549-549-970.000	CAPITAL OUTLAY	1,908.00	1,908.00	0.00	0.00	100.00
549-549-991.100	LEASE PRINCIPAL PAYMENT	0.00	3,000.00	0.00	(3,000.00)	100.00
Total Dept 549 - BUILDING DEPARTMENT		209,756.00	87,849.78	12,263.74	121,906.22	41.88
TOTAL EXPENDITURES		209,756.00	87,849.78	12,263.74	121,906.22	41.88
Fund 549 - BUILDING FUND:						
TOTAL REVENUES		208,000.00	76,285.83	6,415.36	131,714.17	36.68
TOTAL EXPENDITURES		209,756.00	87,849.78	12,263.74	121,906.22	
NET OF REVENUES & EXPENDITURES		(1,756.00)	(11,563.95)	(5,848.38)	9,807.95	
BEG. FUND BALANCE		243,129.67	243,129.67			

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GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 549 - BUILDING FUND						
END FUND BALANCE		241,373.67	231,565.72			

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	10/31/2024	MONTH 10/31/2024	BALANCE	USED
Fund 590 - WATER FUND						
Revenues						
Dept 000 - REVENUE						
590-000-607.000	WATER USER CHARGES	660,000.00	388,814.96	52,722.77	271,185.04	58.91
590-000-607.001	USER & RTS CHARGES (PER DWRP)	193,500.00	105,078.12	16,225.65	88,421.88	54.30
590-000-607.002	DEBT SERVICE CHARGE (PER DWRP)	180,000.00	109,119.80	16,670.20	70,880.20	60.62
590-000-607.003	TURN ON/OFF CHARGES	1,000.00	270.00	120.00	730.00	27.00
590-000-607.005	FINAL BILL CHARGE	2,000.00	1,053.66	423.66	946.34	52.68
590-000-608.000	MUNICIPAL HYDRANT	2,500.00	1,500.00	0.00	1,000.00	60.00
590-000-610.100	VILLAGE WATER USAGE	12,163.40	6,081.72	0.00	6,081.68	50.00
590-000-615.000	PENALTY CHARGES	15,000.00	9,745.28	1,912.73	5,254.72	64.97
590-000-645.000	WATER CONNECTIONS	81,000.00	14,700.00	4,900.00	66,300.00	18.15
590-000-645.100	WATER METER	22,800.00	7,215.42	1,812.04	15,584.58	31.65
590-000-664.000	INTEREST INCOME	43,000.00	19,399.23	3,751.06	23,600.77	45.11
590-000-670.000	MISCELLANEOUS INCOME	500.00	420.00	0.00	80.00	84.00
Total Dept 000 - REVENUE		1,213,463.40	663,398.19	98,538.11	550,065.21	54.67
TOTAL REVENUES		1,213,463.40	663,398.19	98,538.11	550,065.21	54.67
Expenditures						
Dept 590 - WATER DISBURSEMENTS						
590-590-702.000	SALARY & WAGES	113,000.00	63,253.65	11,335.46	49,746.35	55.98
590-590-707.000	SALARIES & WAGES - OVERTIME	5,000.00	642.57	65.24	4,357.43	12.85
590-590-715.000	FICA TAX EXPENSE	9,030.00	4,888.31	872.21	4,141.69	54.13
590-590-715.100	HEALTH INSURANCE	14,650.00	7,729.71	2,798.52	6,920.29	52.76
590-590-715.200	WORKERS COMPENSATION	1,000.00	1,059.63	0.00	(59.63)	105.96
590-590-715.300	LIFE INSURANCE	1,400.00	789.05	131.82	610.95	56.36
590-590-718.000	PENSION EXPENSE	5,900.00	3,192.23	570.09	2,707.77	54.11
590-590-740.000	OPERATING SUPPLIES	5,500.00	2,757.51	1,516.51	2,742.49	50.14
590-590-740.500	DPW STORM WATER PERMIT FEE	5,000.00	0.00	0.00	5,000.00	0.00
590-590-742.000	METERS	50,000.00	13,034.88	7,577.40	36,965.12	26.07
590-590-745.000	EDUCATION & TRAINING	2,000.00	1,490.00	50.00	510.00	74.50
590-590-750.000	POSTAGE	7,000.00	4,965.00	0.00	2,035.00	70.93
590-590-751.000	GAS & OIL	2,000.00	980.57	153.06	1,019.43	49.03
590-590-768.000	UNIFORMS	1,200.00	443.02	0.00	756.98	36.92
590-590-802.000	WATER CONSUMPTION	195,500.00	88,325.13	0.00	107,174.87	45.18
590-590-802.100	WATER CONSUMPTION FIXED	301,200.00	124,100.00	0.00	177,100.00	41.20
590-590-802.200	BAD DEBT RECOVERY CREDIT	(1,500.00)	(19,346.00)	0.00	17,846.00	1,289.73
590-590-807.000	PROF SVCS - LEGAL	0.00	250.00	250.00	(250.00)	100.00
590-590-807.500	PROF SVCS - TESTING	30,000.00	2,766.00	148.00	27,234.00	9.22
590-590-807.900	PROF SVCS - ENGINEERING	11,000.00	122.00	122.00	10,878.00	1.11
590-590-808.000	COMPUTER SYSTEM SUPPORT	3,000.00	171.00	38.00	2,829.00	5.70
590-590-850.000	TELEPHONE	4,000.00	2,198.14	377.84	1,801.86	54.95
590-590-910.000	INSURANCE GEN'L LIABILITY ALLOC	5,400.00	(2,550.00)	0.00	7,950.00	(47.22)
590-590-920.000	UTILITIES	13,500.00	8,779.55	676.10	4,720.45	65.03
590-590-931.000	BUILDING REPAIR & MAINTENANCE	7,500.00	131.51	0.00	7,368.49	1.75
590-590-932.000	EQUIPMENT REPAIR & MAINTENANC	7,500.00	17,821.59	0.00	(10,321.59)	237.62
590-590-935.000	MAIN & WELL MAINTENANCE	5,000.00	3,071.75	3,071.75	1,928.25	61.44
590-590-943.000	RENT - CITY OWNED EQUIP	18,000.00	10,548.57	1,891.03	7,451.43	58.60
590-590-943.100	RENT - OFFICE	37,500.00	3,125.00	0.00	34,375.00	8.33
590-590-956.100	BANK SERVICE CHARGES	1,000.00	424.49	0.00	575.51	42.45
590-590-958.000	MEMBERSHIPS & DUES	1,000.00	550.00	0.00	450.00	55.00
590-590-970.000	CAPITAL OUTLAY	3,816.00	3,816.00	0.00	0.00	100.00
590-590-991.100	LEASE PRINCIPAL PAYMENT	0.00	18,750.00	0.00	(18,750.00)	100.00
590-590-997.000	DEPRECIATION EXPENSE	170,000.00	0.00	0.00	170,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF NEW HAVEN
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GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 590 - WATER FUND						
Expenditures						
Total Dept 590 - WATER DISBURSEMENTS		1,036,096.00	368,280.86	31,645.03	667,815.14	35.55
Dept 591 - DWRF PROJECT						
590-591-964.000	INTEREST EXPENSE	36,000.00	19,334.34	0.00	16,665.66	53.71
Total Dept 591 - DWRF PROJECT		36,000.00	19,334.34	0.00	16,665.66	53.71
TOTAL EXPENDITURES		1,072,096.00	387,615.20	31,645.03	684,480.80	36.15
Fund 590 - WATER FUND:						
TOTAL REVENUES		1,213,463.40	663,398.19	98,538.11	550,065.21	54.67
TOTAL EXPENDITURES		1,072,096.00	387,615.20	31,645.03	684,480.80	36.15
NET OF REVENUES & EXPENDITURES		141,367.40	275,782.99	66,893.08	(134,415.59)	195.08
BEG. FUND BALANCE		4,818,959.63	4,818,959.63			
END FUND BALANCE		4,960,327.03	5,094,742.62			

GL NUMBER	DESCRIPTION	2024-25		ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	YTD BALANCE	MONTH	10/31/2024		
Fund 592 - SEWER FUND							
Revenues							
Dept 000 - REVENUE							
592-000-607.001	RTS CHARGES-SEWER	172,000.00	105,048.47	16,220.70		66,951.53	61.07
592-000-609.000	SEWER CHARGES	600,000.00	341,026.93	45,764.74		258,973.07	56.84
592-000-610.000	VILLAGE SEWER USAGE	11,050.00	5,515.80	0.00		5,534.20	49.92
592-000-612.000	SEWER DEBT CHARGES	770,000.00	436,378.93	57,383.45		333,621.07	56.67
592-000-615.000	PENALTY CHARGES	15,000.00	14,195.76	3,191.45		804.24	94.64
592-000-644.000	SEWER CONNECTIONS	81,000.00	14,700.00	4,900.00		66,300.00	18.15
592-000-664.000	INTEREST INCOME	6,000.00	9,510.58	1,834.96		(3,510.58)	158.51
Total Dept 000 - REVENUE		1,655,050.00	926,376.47	129,295.30		728,673.53	55.97
TOTAL REVENUES		1,655,050.00	926,376.47	129,295.30		728,673.53	55.97
Expenditures							
Dept 592 - SEWER DISBURSEMENTS							
592-592-702.000	SALARY & WAGES	50,050.00	15,148.07	2,204.51		34,901.93	30.27
592-592-707.000	SALARIES & WAGES - OVERTIME	750.00	180.00	0.00		570.00	24.00
592-592-715.000	FICA TAX EXPENSE	3,900.00	1,172.59	168.60		2,727.41	30.07
592-592-715.100	HEALTH INSURANCE	2,850.00	2,576.41	117.56		273.59	90.40
592-592-715.200	WORKERS COMPENSATION	300.00	238.03	0.00		61.97	79.34
592-592-715.300	LIFE INSURANCE	300.00	284.23	34.17		15.77	94.74
592-592-718.000	PENSION EXPENSE	1,850.00	754.08	110.17		1,095.92	40.76
592-592-727.000	OFFICE SUPPLIES	250.00	0.00	0.00		250.00	0.00
592-592-740.000	OPERATING SUPPLIES	3,000.00	1,175.00	376.31		1,825.00	39.17
592-592-740.500	DPW STORM WATER PERMIT FEE	2,000.00	0.00	0.00		2,000.00	0.00
592-592-745.000	EDUCATION & TRAINING	1,200.00	50.00	50.00		1,150.00	4.17
592-592-750.000	POSTAGE	2,500.00	1,655.00	0.00		845.00	66.20
592-592-751.000	GAS & OIL	2,000.00	384.60	51.03		1,615.40	19.23
592-592-768.000	UNIFORMS	1,000.00	342.96	0.00		657.04	34.30
592-592-801.000	DSWD DISPOSAL SERVICE - SEWER	422,100.00	211,325.72	35,775.00		210,774.28	50.07
592-592-801.100	IWC CHARGES - SEWER	9,000.00	2,546.56	0.00		6,453.44	28.30
592-592-801.300	O & M / OMI - SEWER	39,000.00	19,284.00	3,365.00		19,716.00	49.45
592-592-801.400	O & M / MCWDD - SEWER	151,000.00	75,378.00	13,059.00		75,622.00	49.92
592-592-807.000	PROF SVCS - LEGAL	750.00	750.00	750.00		0.00	100.00
592-592-807.900	PROF SVCS - ENGINEERING	22,000.00	10,390.00	2,266.00		11,610.00	47.23
592-592-808.000	COMPUTER SYSTEM SUPPORT	500.00	133.00	0.00		367.00	26.60
592-592-850.000	TELEPHONE	750.00	443.53	89.84		306.47	59.14
592-592-910.000	INSURANCE GEN'L LIABILITY ALLOC	1,600.00	(860.00)	0.00		2,460.00	(53.75)
592-592-920.000	UTILITIES	3,500.00	1,704.54	209.04		1,795.46	48.70
592-592-931.000	BUILDING REPAIR & MAINTENANCE	3,000.00	174.79	0.00		2,825.21	5.83
592-592-932.000	EQUIPMENT REPAIR & MAINTENANC	6,000.00	3,950.82	0.00		2,049.18	65.85
592-592-943.000	RENT - CITY OWNED EQUIP	6,000.00	4,238.47	362.07		1,761.53	70.64
592-592-943.100	RENT - OFFICE	37,500.00	3,125.00	0.00		34,375.00	8.33
592-592-956.100	BANK SERVICE CHARGES	600.00	424.53	0.00		175.47	70.76
592-592-958.000	MEMBERSHIPS & DUES	0.00	750.00	0.00		(750.00)	100.00
592-592-964.000	DEBT SERVICE - INTEREST EXPENSE	260,000.00	93,765.26	0.00		166,234.74	36.06
592-592-964.100	DEBT SERVICE-INTERCEPTORS AGENT FEE	150.00	30.27	0.00		119.73	20.18
592-592-964.600	DEBT SERVICE - AGENT FEE	300.00	1.34	0.00		298.66	0.45
592-592-970.000	CAPITAL OUTLAY	12,537.00	8,062.50	0.00		4,474.50	64.31
592-592-991.100	LEASE PRINCIPAL PAYMENT	0.00	18,750.00	0.00		(18,750.00)	100.00
592-592-997.000	DEPRECIATION EXPENSE	230,000.00	0.00	0.00		230,000.00	0.00
Total Dept 592 - SEWER DISBURSEMENTS		1,278,237.00	478,329.30	58,988.30		799,907.70	

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF NEW HAVEN
 PERIOD ENDING 10/31/2024
 % Fiscal Year Completed: 58.63

Section 6, Item B.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 592 - SEWER FUND						
Expenditures						
TOTAL EXPENDITURES		1,278,237.00	478,329.30	58,988.30	799,907.70	37.42
Fund 592 - SEWER FUND:						
TOTAL REVENUES		1,655,050.00	926,376.47	129,295.30	728,673.53	55.97
TOTAL EXPENDITURES		1,278,237.00	478,329.30	58,988.30	799,907.70	37.42
NET OF REVENUES & EXPENDITURES		376,813.00	448,047.17	70,307.00	(71,234.17)	118.90
BEG. FUND BALANCE		3,131,627.91	3,131,627.91			
END FUND BALANCE		3,508,440.91	3,579,675.08			
TOTAL REVENUES - ALL FUNDS		7,400,774.40	4,891,949.51	495,902.18	2,508,824.89	66.10
TOTAL EXPENDITURES - ALL FUNDS		6,884,605.20	3,033,209.79	366,561.97	3,851,395.41	44.06
NET OF REVENUES & EXPENDITURES		516,169.20	1,858,739.72	129,340.21	(1,342,570.52)	360.10
BEG. FUND BALANCE - ALL FUNDS		13,441,534.67	13,441,534.67			
END FUND BALANCE - ALL FUNDS		13,957,703.87	15,300,274.39			

§ 515-150

Outdoor Cafes, Dining, or Seating Areas.

Outdoor cafes, dining, or seating when incidental or accessory to a permitted restaurant, craft beverage production establishment, or any other similar food establishment use in the GBD (General Business Downtown) District or GB (General Business) District, may be permitted provided the following conditions are met:

A. Siting and Location. Outdoor cafes, dining, or seating shall be directly adjacent to, and on the same parcel as, the building or tenant space occupied by the principal use that it serves. These outdoor areas are permitted in all yards and shall adhere to required setback standards for the underlying district. All applicants who wish to install an outdoor seating area shall submit a site plan, proof of insurance, expressed written consent from landlord/owner (if not the applicant), and will not be permitted without review and approval from the Planning Commission, Village building official, fire department, and engineering for compliance with all regulatory and safety requirements.

B. Design and Layout Criteria

(1.) Outdoor dining areas, not temporary in nature, shall be separated from parking and other common areas by an affixed 3 foot tall ornamental fence, protective barriers (bollards, jersey barriers, or other recommended safety features deemed necessary by Village building and public safety officials), in addition to landscaping or other materials acceptable to the Planning Commission. The fence, screening, and protective barriers shall be designed in a manner that is compatible and complementary to the primary building and adjacent sites.

(2.) Outdoor seating areas may not obstruct any fire equipment, building entrance or exit, area marked or designated for emergency egress or ADA accessibility, or pedestrian passage on any trail or sidewalk.

(3.) All tables, chairs, umbrellas, lighting, and other accessories must be temporary and removable.

(4.) Outdoor heaters are not permitted, nor are any outdoor cooking features and accessories

(5.) Outdoor dining areas must be kept free of trash, debris, and tripping hazards.

(6.) No signs are permitted in the outdoor seating area, nor may they be affixed to any part of the structures that define the outdoor space.

(7.) If alcoholic beverages are to be served, the current Liquor Control Commission Rules and Regulations shall apply. Further, all food preparation shall take place inside the establishment. Proper State, Local, and Health Department licensing and approvals from permitting jurisdictions shall be provided to the Village.

(8.) No music, intercom or other noise shall be permitted that impacts adjacent properties and violates Section 515-90.A of the Village noise ordinance.

C. Off-Street Parking and Outdoor Seating Capacity. Outdoor dining shall be considered an incidental and accessory use and therefore not included in the parking calculation of required parking spaces under the following conditions:

(1.) The occupant load of the outdoor dining area shall not exceed thirty (30) percent of the interior customer/patron occupant load of the building or tenant space housing the principal permitted use (occupant load to be determined per the building code). If greater than thirty (30) percent, then the outdoor dining area shall be included as part of the floor area and occupant load of the principal use for the purposes of calculating the parking requirement for that use. In the case of carry-out or drive-thru restaurant establishments, the outdoor seating area shall not exceed twelve (12) seats for the outdoor dining area.

D. Lighting. Lighting for outdoor dining areas shall be noted on the application and shall be shielded downward and away from adjacent properties and rights-of-way. All lighting shall be designed to prevent glare from negatively impacting adjacent properties or rights-of-way. See § 515-90 for specific requirements for site lighting.

E. Hours of Operation. The hours of outdoor dining operation shall be limited to the hours of 10a.m. to 10p.m., or the hours of operation of the principal use, whichever is more restrictive.

F. Temporary/Seasonal Outdoor Cafe, Dining, or Seating. The intent of this provision is to create or increase outdoor cafe, dining, or seating areas for existing restaurants and food service establishments on a temporary or seasonal basis. Temporary/Seasonal Outdoor areas are a permitted use in the GBD

and GB District and may be administratively reviewed at the discretion of the Building Department Director/Official or their designee with the following guidance and design criteria:

(1.) Permit required. An annual building permit issued by the Building Department Director/Official or their designee shall be required. A restaurant must submit a permit application and all required documents (including written consent form the property owner/landlord if not the applicant), and applicable fees as determined by the Village of New Haven 30 days before the issuance of a permit.

(2.) Permit revocation. A permit may be revoked for cause by the Building Department Director/Official of their designee, if the outdoor dining is creating a nuisance, or for any other violation of law, fire and safety code, or other ordinance.

(3.) Appeals. An appeal of a permit denial or revocation shall be made to Village Council.

(4.) Dates of operation. Permitted temporary/seasonal outdoor seating may operate between April 15th and October 15th. All seating, screening, fencing, protective barriers and other outdoor dining materials must be removed and stored off-site outside of the permitted outdoor dining season, as defined.

(5.) Required design and landscaping for temporary dining areas shall adhere to the design criteria as provided by this ordinance and may be waived by the Building Department Director/Official or their designee in specific case consideration where no good purpose would come from following such criteria. Permit applications shall include a sketch plan of the seating area and location, properly scaled and dimensioned, and demonstrating the safety and design features as required by ordinance. Further, the proposed design shall be reviewed for compliance with the requirements of Village Public Safety, and in accordance with all current fire and building codes.

(6.) The outdoor dining area shall be configured to provide safe separation from neighboring parking spaces and drive aisles; protective barriers, and movable planters or decorative fencing shall be used in these instances to define the outdoor dining space and to provide proper screening for the area. Further, adequate clearance for car door swing areas shall be maintained for adjacent parking spaces (Minimum: 3 feet).

(7.) When the temporary outdoor dining area is located in a parking lot, it may not reduce the number of available parking spaces below the minimum required for the site. If the site consists of less than ten (10) total parking spaces, then only 1 parking space may be displaced for this purpose.

G. Hold Harmless. The applicant shall acknowledge that he/she is proceeding at his/her own risk and hereby agrees to assume all responsibility and to hold harmless the Village, its officers, agents, and assigns in connection herewith from any claims, demands, liabilities, losses, causes of action of any nature whatsoever arising out of or in connection with the permit(s) issued or any part thereof, from and against all costs, fees, expenses, liabilities, any orders, judgments, or decrees which may be entered, and from and against all costs for attorneys' fees, expenses and liabilities incurred in the defense of such claim or in the investigation thereof.



AGENDA REPORT

New Haven, Michigan

Council Meeting

MEETING DATE: November 12, 2024

DEPARTMENT: DPW, Fire and Office

DATE SUBMITTED: November 1, 2024

PREPARED BY: Sandra Cazel, Office Manager, Daniel Stier, Fire Chief

ITEM TITLE: Employee Policy Manual

EXECUTIVE SUMMARY:

The last implemented of a Village of New Haven employee handbook is from 2007. This handbook is not up to current standards, guidelines, and laws. This new manual will improve the safety and health of our employees, reducing risk and maintaining a positive atmosphere.

Lexipol is a company that specializes in policies, procedure, and training manuals. Their team consists of professionals with knowledge of public safety, law, policy, state and federal accreditation, training, mental and physical wellness, and grants. All policies are vetted by lawyers and follow the Michigan MCL code. These codes are monitored and updated by Lexipol, as they become available, keeping the Village protected and up to date.

All departments will still use Teamsters Contracts in addition to the new polices in a way that they do not contraindicate each other. This new program will benefit all Village Employees; we can still retrofit/add policies, emergency plans, with a dashboard accessible to all employees and elected officials.

Our goal is to implement policies by January 1st, 2025.

RECOMMENDED ACTION:

Approve the quote from Lexipol for policy manual subscriptions of \$4453.20.

ADMINISTRATIVE REVIEW:

EXHIBITS: Attached Lexipol Solutions Proposal



SOLUTIONS PROPOSAL



PREPARED FOR:

Village of New Haven, MI

PREPARED BY:

Nicole Falconer
nfalconer@lexipol.com
+19513763771

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no need to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of four dedicated team members who have researched, taught and lived these issues.

We look forward to working with Village of New Haven to address your unique challenges.

Scope of Services

Local Government Administration Policy Manual

Constitutionally Sound, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- **Approximately 50** policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Fire Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- **More than 155 policies** researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Each Policy Manual Includes:

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Prepared By: Nicole Falconer
 Phone: +19513763771
 Email: nfalconer@lexipol.com

Quote #: Q-91623-1
 Date: 10/25/2024
 Valid Through: 1/23/2025

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

Policy Manual Subscriptions - Local Government & Fire

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins (12 Months)	USD 2,535.00	10%	USD 253.50	USD 2,281.50
1	Annual Fire Policy Manual & Daily Training Bulletins (12 Months)	USD 2,413.00	10%	USD 241.30	USD 2,171.70
	Subscription Line Items Total			USD 494.80	USD 4,453.20
				USD 494.80	USD 4,453.20
				Policy Manuals, Discount:	USD 494.80
				Policy Manuals, TOTAL:	USD 4,453.20

Fire Training - FireRescue1 (like Vector Solutions)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Fire & EMS Courses (12 Months)	USD 92.00	5%	USD 4.60	USD 87.40
1	EMS-Only Courses (12 Months)	USD 55.00	5%	USD 2.75	USD 52.25
1	Fire-Only Courses (12 Months)	USD 48.00	5%	USD 2.40	USD 45.60
1	Fire Master Class Leadership Videos (12 Mos.)	USD 5.00	5%	USD 0.25	USD 4.75
	Subscription Line Items Total				
				FireRescue1, Discount:	**USD TBD
				FireRescue1, TOTAL:	**USD TBD

Discount Notes: 10% multi-platform discount applied to City and Fire Department policy manual subscriptions.

Pricing Notes

Policy is based on number of full-time members.

FireRescue1 unit price is per member, per year. Total price **To Be Determined by final member count in each category.



AGENDA REPORT

New Haven, Michigan

Meeting Type

MEETING DATE: 12 November 2024

DEPARTMENT: President

DATE SUBMITTED: 5 November 2024

PREPARED BY: Brian Meissen

ITEM TITLE: BS&A Payment Processing

EXECUTIVE SUMMARY:

BS&A has come out with their own payment processing solution to replace Point & Pay. I ran a comparison using a month’s worth of water billing and in almost each scenario BS&A’s payment structure would reduce the costs passed on to residents. The only range where BS&A’s credit card fee is higher than Point & Pay is when the water bill is \$85-\$100. For water bills above \$100, BS&A’s transaction fees are significantly cheaper than Point & Pay.

Additionally, BS&A’s payment solution would allow residents to save their payment information and set up automatic billing which is something we’ve been hearing from residents that they really want.

The only cost to the Village to switch over to BS&A Payment Processing is the cost of purchasing new credit card readers for the office at \$350 each; we have two, so \$700 total. There’s no other cost to the Village to switch us over and there’s only the transaction fee that is passed on to the residents like we currently do with Point & Pay.

RECOMMENDED ACTION:

Approve switching over to BS&A as our payment processing vendor.

ADMINISTRATIVE REVIEW:

EXHIBITS:

<https://www.bsasoftware.com/solutions/bsaonline/bsa-online-services-online-bill-pay/> (there’s a short 5 minute demo video on their website)

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.8%	\$0.50
Tax	2.8%	\$0.50
Misc.	2.8%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,001 - \$5,000	\$3.00
\$5,001 +	\$6.00

Device	Price	No. of Devices	Total
S700 Terminal	\$350 each (Includes Tax & Shipping)		\$

Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the [redacted] (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

1. Payment Processing Services

1.1 Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

1.2 Customer Information and onboarding. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

1.3 Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

1.4 Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

2. Payment Terms

2.1 Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

2.2 Disputes. If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4 Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3. Compliance

3.1 Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

3.2 Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3 Prohibited Activities. Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the Stripe Restricted Businesses List. Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

3.4 Fraud Monitoring. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5 Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4. Chargebacks

4.1 Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

4.2 Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

5. Liability

5.1 Indemnification.

5.1.1 In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.

5.1.2 In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

5.3 Force Majeure. BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

6.1 Term. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

6.2 Termination. This Addendum will automatically terminate upon termination of the Agreement.

6.3 Termination by BS&A. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

6.4 Effect of Termination. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

7.1 Precedence. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days’ prior notice of any such amendment. Additionally, during the Term and upon at least 30 days’ prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A’s vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

7.3 Dispute Resolution. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

7.4 Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Signature: _____

Name:

Title:

Date:

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Signature: _____

Name:

Title:

Date:

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.8%	\$0.50
Tax	2.8%	\$0.50
Misc.	2.8%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,001 - \$5,000	\$3.00
\$5,001 +	\$6.00

Device	Price	No. of Devices	Total
S700 Terminal	\$350 each (Includes Tax & Shipping)		\$

Payment Type	Accept Payments using this method		
Online with BS&A Online			
Text-to-Pay			
IVR Phone Payments			
Counter with Cash Receipting			

Fee Type	Pass Through to Payor		Absorbed by Municipality	
Credit Card Fees - Online				
Credit Card Fees - Text				
Credit Card Fees - IVR				
Credit Card Fees - Counter				
ACH Fees - Online				
ACH Fees - Text				
ACH Fees - IVR				
ACH Fees - Counter				



AGENDA REPORT

New Haven, Michigan

Meeting Type

MEETING DATE: November 12, 2024

DEPARTMENT:

DATE SUBMITTED: November 6, 2024

PREPARED BY: Rachel Whitsett

ITEM TITLE: Macomb County Planning

EXECUTIVE SUMMARY:

After January 1, 2025, Macomb County Planning is reorganizing and will no longer have contract services with The Village of New Haven.

RECOMMENDED ACTION:

ADMINISTRATIVE REVIEW:

EXHIBITS: