



Village of Perry Board of Trustees

Village Board Meeting • Agenda • Monday, December 6, 2021 • 7:30 PM

Village Board Room • 46 N Main Street, Perry, NY 14530

1. Open Meeting and Pledge of Allegiance
2. Public Comment
3. Presentations & Board Actions
 - a. Approval of Minutes – November 8, 2021 and November 15, 2021
 - b. Resolution Approving Payments for Wastewater Treatment Plant Project
 - c. Resolution Accepting Resignation of Part-Time Police Officer, Matthew Cross
 - d. Resolution Accepting Resignation of Part-Time Clerk, Anneta Marinaccio
 - e. Resolution Approving Annual Service and Supply Maintenance Agreement with Eagle Systems, Inc.
 - f. Resolution Approving Request from LaBella Associates for NYMS Grant Administration
 - g. Resolution Approving Payments for the Silver Lake Trail Project
 - h. Resolution Approving Budget Amendment for Police Department Traffic Safety Program
 - i. Resolution Authorizing the Mayor to Execute Intermunicipal Shared Services Agreement with the Silver Lake Institute Water District and the Gardeau Water District
 - j. Resolution Authorizing the Mayor to Execute Out of District Water Supply Agreement
 - k. Resolution Approving District Repayment Agreements and Authorizing the Mayor to Execute Agreements
 - l. Resolution for Standard Workday and Reporting for Elected and Appointed Officials
4. Clerk/Deputy Treasurer's Report
5. Department Reports
6. Trustee Reports
7. Executive Session, as requested

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
NOVEMBER 8, 2021**

A board meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:00 p.m. on the 8th day of November 2021.

PRESENT:	Rick Hauser	Mayor
	Daniel Draper	Trustee
	Ernie Lawrence	Trustee
ALSO PRESENT:	Samantha Pierce	Administrator
	Jeff Drain	Chief Water/Sewer Operator
	Steve Deaton	Superintendent of Public Works
	Laura Gifford	Village Deputy Clerk
GUESTS:	Bill Davis	MRB Group
	Jeffrey Boorsma	MRB Group
	Ford Eberstein	Town of Perry Board Member

Mayor Hauser called the meeting to order at 7:00 pm and led in the pledge to the flag.

PUBLIC COMMENT

No members of the public were present for comment.

PRESENTATIONS & BOARD ACTIONS

WATER TREATMENT PLANT

Mayor Hauser gave an outline of discussion. MRB will present the updated WTP evaluation and the estimated project costs. Then discuss the scope of the water treatment plant project's Short-term, Medium, and Long-term needs and recommendations. This discussion will also include the requirements and timeframe needed to apply for the WIIA grant.

Bill Davis reported that the last time he was here he presented a study of the WTP Project. It was more involved showing operational improvements. There was also a comprehensive break out including the water storage tank, and an inspection of site piping/grading suggesting replacing the dry water pumps and valving. This would increase the capacity on the intake line. Jeff Drain informed the group that there is currently only one line in operation but would like to use both.

The current short-term project scope includes site work, raw intake upgrades, rehabilitation to the existing clarifier, a new up flow clarifier, replacement of the clear well, and improvements and upgrades to the storage tank. The project cost with contingency is 6 million with an additional 1.2 million in soft costs for a total cost of 7.2 million

Bill Davis then discussed the WIIA Grant. In order to apply, a cost estimate cannot be more than 6 months old covering 30%. There have been cost increases from the prior estimate due to Covid and pipe cost; which took the construction cost from 4.5 million to 4.8 million. Bill Davis stated that they increased contingency from 15% to 25% for the project.

Mayor Hauser stated that we would want to use the grant max award and asked what the project scope is.

Bill Davis reported that a 7.2 million project is on the table. The WIIA grant would plan will get a score and placement of where it falls with other submitted projects. To get cover 60% of the project cost up to 3 million and the Village would finance 4.2 million. The project will get a score and placement of where it falls with other submitted projects. In order to receive 0% financing, the project has to qualify as a "hardship" and household income will be reviewed.

Jeff Drain reported 800,000 gallons daily capacity, whereas it peaks at 700,000.

Administrator Pierce asked if the upgrades would increase the capacity. With these upgrades the total plants capacity would be 1.6 million. Administrator Pierce asked what additional upgrades would be needed in the next 10 years. Bill Davis stated that, if regulations change, the village will need another project. If they stay the same, the system could be good for another 20 years. Only filtration would need work.

Mayor Hauser asked if the grant proportionally changes. If the village applies for a 5 million grant, does it reduce the amount to borrow? What if something is taken out of the project or the cost of supplies is less than projected? Should the exterior rehab be removed? Bill Davis replied that corrosion gets in the steel and there would be a lot of construction components. He strongly recommends doing both the interior and the exterior. The inside is in better shape. The coating was removed and never replaced. There currently is no violation for the coating and, if anything, to remove that from the project.

Mayor Hauser asked about the nature of how the grant works. If a portion of the project is postponed and there is less of a project cost, does the 3 million grant award get reduced? Bill Davis replied that it would only be reduced if 60% of the project falls below the 3 million or an aspect of the project that received a higher score is removed, such as the THM violations. The 0% loan with the grant is unique. They have switched to the 2019 census for the MHI (monthly household income) and EFC is the funding agency. Administrator Pierce asked if the max grant at 3 million is usually awarded. Bill Davis reported that it is competitive but MRB has been successful with other projects. If the village does not get the WIIA grant, Davis suggests that we don't move forward at this time.

Trustee Lawrence suggested we get ahead of the structural issues. Administrator Pierce asked if we lower the scope of the project by removing the water tower and submit for an additional grant at another time for the water tower, how likely are we to receive funding for the water tower issues? Bill Davis stated that the chances are unlikely to receive a grant and 0% financing since the THM issues will be resolved with this current project.

Jeff Drain commented that the tank won't make it 10 years; maybe 5 years. Trustee Lawrence added that when he drives by it looks like there is a lot of horizontal pressure. Bill Davis suggested building 2 tanks which allows the flexibility to take 1 down. He also stated that there has been talk about extending districts in the near future.

Administrator Pierce said that the grant application is due November 22nd. She has received a proposal from BPD to perform a water rate study for \$5,000-\$7,500. Mayor Hauser asked if they would include multiple scenarios for that cost. The plan has all overhead with a lot of fixed costs that don't change. If there is a new district, what costs go up? The water users go up so the capacity goes up. What else is on the horizon the next 5-10 years; prospects and needs. Davis stated that BPD can do a cost of production compared to rate. Mayor Hauser stated that the board would take it into account.

Perry Town Board Member Ford Eberstein reported that the Town of Perry looked at extending the water lines to loop Perry Center. Simmons Road can't be used, it now has a conservancy. Ireland Road would be the next possibility.

Mayor Hauser indicated that there is potential for more water districts. Farms using village water is trending but hard to predict. Jeff Drain informed that we do not have the ability to provide bulk water.

DPW Superintendent Deaton asked, that with the last experience with the WWTP project which came in well over the projected cost, how comfortable is MRB with the current estimated cost for this project? Davis reported that most of their projects have come in on target. After what they learned with the WWTP project, they are more comfortable with their projections for this project.

Mayor Hauser indicated that there needed to be a bond resolution approved at the next board meeting for submission of the WIIA grant application.

At 8:00 pm, motion was made by Trustee Dariel Draper and seconded by Trustee Ernie Lawrence. Motion was carried.

Respectfully submitted,
Laura Gifford, Village Deputy Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
NOVEMBER 15, 2021**

A board meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:30 pm on the 15th day of November 2021.

PRESENT:	Rick Hauser	Mayor
	Dariel Draper	Trustee
	Jacquie Billings	Trustee
	Arlene Lapiana	Trustee
	Ernie Lawrence	Trustee
ALSO PRESENT:	Samantha Pierce	Administrator
	Christina Slusser	Village Clerk
GUESTS:	Lorraine Sturm	Perry Herald

Mayor Hauser called the meeting to order at 7:30 pm and led in the pledge to the flag.

PUBLIC COMMENT

No members of the public were present for comment.

PRESENTATIONS & BOARD ACTIONS

MINUTES

Motion to approve the minutes from the regular board meeting on November 1, 2021 was made by Trustee Draper with the addition of noting that Trustee Billings was absent. This motion was seconded by Trustee Lawrence and carried. Trustee Billings abstained from the vote.

BOND RESOLUTION ADOPTION TO FINANCE WATER SYSTEM CAPITAL IMPROVEMENTS

The Bond Resolution Dated November 15, 2021 of the Village Board of Trustees of the Village of Perry, New York, Authorizing General Obligation Serial Bonds to Finance Water System Capital Improvements within the Village, Authorizing the Issuance of Bond Anticipation Notes in Contemplation thereof, the Expenditure of Sums for such purpose, and Determining other matters in connection therewith was presented.

To clarify the bond resolution, it is not an agreement to proceed but rather an agreement to submit the WIIA grant for up to 3 million dollars in grant funds for at least a 5 million dollar project. The project could be divided by adding phase two items, like painting the exterior of the water tower because this wouldn't change the scoring for the WIIA grant. Upon the award

of the grant, the board can decide how to proceed. It was stated that the village scored “just a hair” above the qualification to be approved for a 0% interest loan. The approval of the bond resolution does not limit the village to working with MRB Group.

Mayor Hauser made a motion to adopt the 4-page Bond Resolution for Water Treatment Plant improvements authorizing serial bonds of up to 7.2 million as described above. The motion was seconded by Trustee Billings and carried with all voting aye.

RESOLUTION OF SUPPORT & AUTHORIZATION FOR DRINKING WATER GRANT APPLICATION

WHEREAS, the Village of Perry Village Board supports the submission of a New York State Water Infrastructure Improvement Act (WIIA) grant application, on behalf of the Village for a drinking water project to protect public health and improve water quality of the water system; and

WHEREAS, the New York State Environmental Facilities Corporation (EFC) administers grants to assist municipalities in funding water infrastructure projects that improve water quality and/or protect public health; and

WHEREAS, an Engineering Report, entitled “*Preliminary Engineering Report for the Village of Perry Water Treatment Plant Evaluation*”, dated April 2021 (updated November 2021), recommends implementing the Project to help improve water quality and protect public health; and

WHEREAS, the Village Board passed a bond resolution (the “Bond Resolution”) on November 15, 2021 authorizing the borrowing of up to \$7,200,000 for implementation of the Project.

NOW, THEREFORE BE IT RESOLVED, that the Village Board identifies the Village Mayor as the authorized representative of the Village to submit the WIIA application on behalf of the Village and execute all associated documents relative to and as required for the WIIA application, including the funding agreement and *financial application, as applicable*; and

BE IT FURTHER RESOLVED, that the Village Board authorizes the undertaking of this water system improvement project with a maximum total project cost of up to \$7,200,000 including expenditures necessary to meet any required local match, including any cash and/or in-kind services; and

BE IT FURTHER RESOLVED, that the Village shall provide local matching funds totaling at least 40% of the Project Costs in the form of in-kind services or cash contributions

appropriated and obligated through State Revolving Fund (SRF) or other approved financing or funds, in accordance with the Bond Resolution; and

BE IT FURTHER RESOLVED that the Village of Perry Board of Wyoming County recognizes and fully supports this water system improvement project as well as the submission of the WIIA grant application on behalf of the Village to improve water quality and protect public health.

Motion to adopt the above resolution of Support & Authorization for the Drinking Water Grant Application for the New York State Water Infrastructure Improvement Act (WIIA application) was made by Mayor Hauser, seconded by Trustee Lawrence and unanimously carried.

RESOLUTION APPROVING THE OYA SOLAR NY, L.P. COMMUNITY SOLAR SUBSCRIBER AGREEMENT

WHEREAS, the Village of Perry has been presented an opportunity to partner with OYA Solar for Community Solar to save on electric bills and continue the goal towards clean energy; and

WHEREAS, the estimated annual savings to the Village is \$7,119; and

WHEREAS, the OYA Community Solar project is currently the only solar project known and available to the Village at this time; and

WHEREAS, a discount is prescribed by the State of New York and the Village will be receiving the maximum discount amount; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the Community Solar Subscriber Agreement and authorizes the Mayor to sign the agreement.

OYA Solar guarantees a percentage off each electric bill without charging additional fees. Termination guidelines are included and Village Attorney DiMatteo has reviewed the agreement. OYA Solar estimated \$7,119 per year in savings. It was confirmed that this type of agreement does not require multiple bids. Motion was made by Trustee Lawrence to approve the agreement with OYA Solar which was seconded by trustee Lapiana and carried with all voting aye.

LED lights are currently being installed throughout the village. The LED street lights program saves up to \$22,000 annually after a one-time fee is paid (with roughly a 6-month or less payback).

RESOLUTION APPROVING PROPOSAL FROM MRB GROUP FOR PROFESSIONAL SERVICES FOR LEAD SERVICE LINE REPLACEMENT PROGRAM

WHEREAS, the Village of Perry submitted and was awarded a grant for Lead Service Line Replacement in an amount of \$554,112; and

WHEREAS, engineering fees, legal fees, municipal administration fees, construction and site restoration are eligible costs under the program; and

WHEREAS, MRB has submitted a proposal for project coordination and inspection (\$41,600.20), design (\$21,500.00), bidding (\$9,000.00), construction administration (\$29,500.00) for a total of \$101,600.20; and

NOW THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the proposal from MRB Group in the amount of \$101,600.20 for the Lead Service Line Replacement Program and authorizes the Mayor to sign the proposal.

The Lead Service Line Replacement Program (LSLRP) money all comes from the grant, including soft costs. It is a reimbursable program. MRB Group's proposal includes fees which are generally hourly with a not-to-exceed amount of \$101,600.20. Motion to approve the resolution and proposal for grant services with MRB Group for the LSLRP was made by Trustee Billings, seconded by Trustee Lapiana, and carried with all voting aye.

RESOLUTION APPROVING PROPOSAL FROM MRB GROUP FOR GRANT WRITING SERVICES FOR ASSISTANCE TO FIREFIGHTERS GRANT

WHEREAS, the Village of Perry Fire Department is in need of replacing their air packs and bottles within the next year; and

WHEREAS, the total cost to replace the air packs and bottles is almost \$300,000; and

WHEREAS, the Village Administrator and Fire Committee are recommending applying for the Assistance to Firefighters Grant; and

WHEREAS, MRB group has provided a proposal to perform grant writing services for the assistance to firefighters grant at an amount not to exceed \$5,000; and

NOW THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the proposal from MRB Group in an amount not to exceed \$5,000 and authorizes the Mayor to execute the proposal.

Robin Palmer on MRB Group's staff has written many fire department grants, as discussed in Fire Committee Meetings. There are 27 packs in need of replacement at an estimated \$10,000 a piece. In trying to limit the cost to taxpayers, the Village is interested in a FEMA grant that just came out which includes air packs & bottles. The USDA also has a grant/loan program like

the Village did completed the fire truck recently. The Fire Chief is familiar with the grant writer and is supportive of this choice. With confirmation that the proposal is an hourly rate not to exceed \$5,000, motion was made by Trustee Draper to approve the resolution for MRB Group to write the Assistance to Firefighters Grant (AFG) which was seconded by Trustee Lapiana and carried unanimously.

RESOLUTION APPROVING TRANSFER TO NYCLASS ACCOUNT AND TRANSFER TO M&T SAVINGS ACCOUNT

WHEREAS, in an effort to consolidate savings accounts and increase efficiency, the Village Administrator is proposing to consolidate certain savings accounts and close the accounts with zero balance; and

WHEREAS, the proposed transfers are as follows:

From M&T Repair Reserve (2597) to NYCLASS Repair Reserve (0003) - **\$0.02**

From M&T Savings (0840) to M&T Municipal Savings (9549) - **\$25,091.59**

From M&T Savings (0907) to M&T Municipal Savings (9549) - **\$26,496.36**

From M&T Savings (0890) to M&T Municipal Savings (9549) - **\$42,970.42**

NOW, THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the transfer to the NYCLASS account and the M&T savings account and authorizes the Village Administrator to close the appropriate M&T savings accounts.

The above summarizes some cleanup and consolidation with the Village bank accounts so they can be consolidated into a larger savings account. Trustee Lapiana made a motion to approve the resolution above detailing bank transfers. The motion was seconded by Trustee Draper and carried with all voting aye.

PROPOSAL FROM BONADIO GROUP FOR 2020-2021 AUDIT SERVICES

A proposal was received from The Bonadio Group for the 2020-2021 audit for \$19,000 which is \$5,600 more than the last audit and more than the \$14,000 that was budgeted for.

Administrator Pierce has reached out to other municipalities to see who they use for audit services and what it costs. The Village could push off the audit if needed but the administrator will have to move forward with the AUD without an audit. The board agreed to table this to get additional proposals for audit services.

RESOLUTION APPROVING PAYMENT #4 FOR VILLAGE HALL PROJECT

WHEREAS, the Village Administrator has received pay app #4 from the contractor for the Village Hall Project; and

WHEREAS, Pay App #4 was received from the Picone Construction Corporation in the amount of \$32,873.80; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the following payment for Pay App #4 and directs the Village Clerk to submit a voucher for payment:

Picone Construction Corporation \$32,873.80; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby authorizes the Mayor to execute the payment certification.

Pay app #4 for the Village Hall Project includes the initial payment to order the elevator and stairs. Motion to adopt the resolution approving payment #4 to Picone Construction Corp. was made by Trustee Billings, seconded by Trustee Lapiana, and carried with all voting aye.

RESOLUTION AUTHORIZING CHANGE ORDER #5 FOR THE VILLAGE HALL CAPITAL PROJECT

WHEREAS, Flynn Battaglia has presented Change Order #5 regarding the Village Hall Capital Project in an amount of \$61,379.97; and

WHEREAS, the scope of the change order includes:

- Removal of vermiculite insulation on the floor on the second floor
- Removal of drop ceiling in the Assembly Hall and patching the plaster ceiling above
- Filling the gaps in the ceiling tile grids and walls and replacing ceiling tiles in the fire department exercise room, records room, and toilet room on the second floor
- Removal of asbestos plaster debris in the court vault on the ground floor and patching existing plaster walls and ceilings

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board of Trustees hereby authorizes Change Order #5 for the Village Hall ADA Improvements Capital Project in the amount of \$61,379.97 and authorizes the Mayor to execute the change order.

With receipt of Change Order #4 for the Village Hall Project, an additional proposal was requested for removal of the ceiling upstairs and to connect the steam main. The total project budget was reviewed between the original budget, additional expenditures, and change orders. A question arose to see if the Village can get a report of the percentage of asbestos that has been abated in the building; something to show what has been abated so far. Motion to adopt the resolution for approval of Change Order #5 for the Village Hall Project was made by Trustee Billings, seconded by Trustee Lawrence, and carried with all voting aye.

RALPH WILSON DESIGN & ACCESS PIECE

Mayor Hauser explained that last year around this time, the Village applied for a Ralph Wilson grant for the footbridge and is now looking at a boardwalk to get to Borden Ave. ARPA money will be discussed for funding the project, but also, in speaking to a liaison at the Community Foundation, the Village was encouraged to apply for a grant for planning purposes with the positive story of a trail project in Wyoming County. The proposal doesn't require a local match and with application of a \$50,000 grant, the money is paid in advance and could fund a variety of things: a design feasibility study for connecting the section of Borden Ave. to Gardeau St. or survey work to explore ownership, right-of-way access, and topography. Geotech work could be done, legal or title work, or an environmental study. Grover & Bates will be approached for survey work and a proposal will be coming from SWBR. Mayor Hauser offered to put the grant application together and is seeking the Board's authorization to submit the grant application. Mayor Hauser made a motion to submit a Design & Access Grant application through the Ralph C. Wilson Jr. Foundation & Community Foundation of Grater Buffalo for the next segments of the Silver Lake Trail. Motion was seconded by Trustee Lapiana and carried unanimously.

CLERK/DEPUTY TREASURER REPORT

FY 2021-2022
Abstract #12
Vouchers #797-891

General Fund	\$ 300,589.82
Special Grant Fund	\$ 1,920.00
Water Fund	\$ 43,253.17
Sewer Fund	\$ 37,737.59
Capital Projects Fund	\$ 54,678.10
Trust & Agency	\$ -
Silver Lake Watershed Commission	\$ -
Total	\$ 438,178.68

Vouchers were audited by Trustee Draper. Motion to approve the clerk report and payments in the amount of \$438,178.68 was made by Trustee Lawrence, seconded by Trustee Billings, and carried with all voting aye. NYCLASS balances and revenue/expense reports were provided for the Board's review.

DEPARTMENT REPORTS

The following department reports were received and reviewed with no action needed: Police, DPW/Parks, WTP/WWTP.

TRUSTEE REPORTS

The Tesla runs for 12 hours on a 4-hour charge but winter conditions may draw harder on the battery. The cage for the car is not available yet due to supply limitations. Chief Grover would like to explore the purchase of a Dodge Durango; something with a trailer hitch. The Board decided that it is too early to decide how to move forward with the purchase of another vehicle, as they would like more information on how the Tesla will handle the winter and to make sure the cage is going to fit.

With regards to the Silver Lake Trail Project, the islands in the DPW parking area got reduced to two when the project scope was cut back. CP Ward did the initial work cutting out the green space, but with it being on a fairly steep part of the driveway, there is concern that it will wash down the hill. This also results in the loss of a parking space. There are 40 days left in the contract. Some time might need to be moved to the spring for planting trees. Trustee Lawrence will meet with Mayor Hauser and DPW Superintendent Deaton this week to discuss this part of the project.

EXECUTIVE SESSION

Mayor Hauser made a motion to enter executive session to discuss matters leading to the appointment of a particular individual which was seconded by Trustee Lapiana and carried with all voting aye.

Upon motion to exit executive session, brief discussion took place on exploring other options for auditing services.

With there being no further business, motion to adjourn the meeting was made by Trustee Draper at 8:49pm which was seconded by Trustee Lapiana and carried with all voting aye.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION APPROVING PAYMENTS FOR WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village Clerk has received pay app #6 from the general contractor, Crane-Hogan Structural Systems, Inc., for the waste water treatment plant project in the amount of \$351,774.55; and

WHEREAS, the Village Clerk has received pay app #3 from the electrical contractor, M.W. Controls Service, Inc., for the waste water treatment plant project in the amount of \$123,298.92; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the following payments for the wastewater treatment plant project and directs the Village Clerk to submit vouchers for payment:

Crane-Hogan Structural Systems, Inc.	\$351,774.55
M.W. Controls Service, Inc.	\$123,298.92



PAYMENT REQUISITION

APPLICATION #: Six (6)

DATE: November 15, 2021

TO: Village of Perry
46 N. Main Street
Perry, NY 14530

FROM: MRB Group
The Culver Road Armory
145 Culver Road, Suite 160
Rochester, NY 14620

RE: Village of Perry – WWTP Improvements
Crane-Hogan Structural Systems, Inc. – General Contract
MRB Project # 1956.19001

The attached invoice, from the above captioned contractor, for work and/or materials, in place or delivered, has been reviewed and approved for payment, as of the above date, as follows:

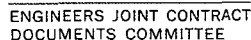
INVOICE AMOUNT:	\$370,289.00
LESS RETAINAGES OR DEDUCTIONS NOTED:	(\$18,514.45)
NET INVOICE:	\$351,774.55

Budget estimates and/or contractor's bid status are as follows:

	<u>Contractor's Bid</u>
TOTAL	\$8,065,044.00
CHANGE ORDERS TO DATE	\$0.00
PAID TO DATE	(\$2,632,188.75)
THIS PAYMENT	(\$351,774.55)
BALANCE TO PAY	\$5,081,080.70

Respectfully submitted,

Melissa M. Liberatore, CDT
MRB GROUP REPRESENTATIVE



Contractor's Application for Payment No.

06

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 10/1/2021 - 10/31/21	Application Date: 10/31/2021
To (Owner): Village of Perry	From (Contractor): Crane-Hogan	Via (Engineer):	MRB Group
Project: WWTP Improvements Village of Perry	Contract: Village of Perry WWTP General Contract		
Owner's Contract No.: Contract 1a	Contractor's Project No.: 21-861	Engineer's Project No.:	1956.19001

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$8,065,044.00
2. Net change by Change Orders.....	#	
3. Current Contract Price (Line 1 ± 2).....	\$	\$8,065,044.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$3,141,014.00
5. RETAINAGE:		
a. 5% X \$3,141,014.00 Work Completed.....	\$	\$157,050.70
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$157,050.70
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$2,983,963.30
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$2,632,188.75
8. AMOUNT DUE THIS APPLICATION.....	\$	\$351,774.55
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$5,081,080.70

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____

Date:

11/3/21

Payment of:

\$351,774.55

(Line 8 or other - attach explanation of the other amount)

is recommended by:

11/15/21

(Engineer)

(Date)

Payment of:

\$351,774.55

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Village of Perry WWTP General Contract						Application No: 06					
Application Period: 10/1/2021 - 10/31/21						Application Date: 10/31/2021					
				Work Completed		E	F		G		
A				B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)	
Item No.	Description		Qty	Unit	Scheduled Value (\$)	From Previous Application (C+D)*					This Period
Division 1- General Requirements											
1.00	Mobilization 3%		1	LS	\$241,951.00	\$241,951.00			\$241,951.00	100.0%	
1.02	De-Mobilize 1%		1	LS	\$80,650.00						\$80,650.00
1.04	Bonds & Insurance		1	LS	\$63,840.00	\$63,840.00			\$63,840.00	100.0%	
1.06	Administration / Supervision		18	mo	\$330,520.00	\$91,810.00	\$18,362.00		\$110,172.00	33.3%	\$220,348.00
1.08	Construction Facilities & Temp. Controls		18	mo	\$20,807.00	\$5,780.00	\$1,156.00		\$6,936.00	33.3%	\$13,871.00
1.10	Plant Testing & Startup		1	LS	\$14,000.00						\$14,000.00
1.12	Punchlist		1	LS	\$5,000.00						\$5,000.00
1.14	Submittals		1	LS	\$40,000.00	\$36,000.00	\$1,000.00		\$37,000.00	92.5%	\$3,000.00
Brentwood Primary Clarifiers											
1.16	Brentwood Primary clarifiers 15% at shop drawing submission		1	LS	\$30,825.00	\$20,000.00			\$20,000.00	64.9%	\$10,825.00
1.18	Brentwood Primary clarifiers 35% at shop drawing approval and release		1	LS	\$71,925.00						\$71,925.00
1.20	Brentwood Primary Clarifier 50% at delivery		1	LS	\$102,750.00						\$102,750.00
Brentwood Media											
1.22	Brentwood media 15% at shop drawing submittal		1	LS	\$33,375.00	\$33,375.00			\$33,375.00	100.0%	
1.24	Brentwood media 35% at shop drawing approval and release		1	LS	\$77,875.00	\$38,938.00			\$38,938.00	50.0%	\$38,937.00
1.26	Brentwood media 50% at delivery		1	LS	\$111,250.00		\$35,000.00		\$35,000.00	31.5%	\$76,250.00
Lakeside clarifiers											
1.28	Lakeside clarifiers 15% at shop drawing approval		1	LS	\$74,785.00	\$74,785.00			\$74,785.00	100.0%	
1.30	Lakeside clarifiers 75% at ready to ship		1	LS	\$373,928.00						\$373,928.00
1.32	Lakeside clarifiers 5% at delivery		1	LS	\$24,928.00		\$10,000.00		\$10,000.00	40.1%	\$14,928.00
1.34	Lakeside clarifiers 5% at startup or 180 days		1	LS	\$24,929.00						\$24,929.00
1.36	Liquid holding tank testing Clarifiers		1	LS	\$25,653.00						\$25,653.00
1.38	Liquid holding tank testing Digesters		1	LS	\$14,517.00						\$14,517.00
1.40	Chain Link Fence		1	LS	\$20,950.00						\$20,950.00
Division 2- Site Construction											
2.00	Survey & layout		1	LS	\$16,657.00	\$15,000.00			\$15,000.00	90.1%	\$1,657.00
2.02	Demo Old Influent bldg		1	LS	\$43,326.00	\$43,326.00			\$43,326.00	100.0%	
2.04	Demo Areobic digesters		1	LS	\$72,500.00	\$2,000.00			\$2,000.00	2.8%	\$70,500.00
2.06	Demo Belt filter press bldg		1	LS	\$20,657.00						\$20,657.00
2.08	Demo in new influent bldg		1	LS	\$12,273.00	\$12,273.00			\$12,273.00	100.0%	
2.10	Demo existing primary settling tanks		1	LS	\$17,320.00						\$17,320.00
2.12	Demo TF #1		1	LS	\$48,803.00						\$48,803.00
2.14	Demo TF#2		1	LS	\$14,508.00						\$14,508.00
2.16	Demo existing secondary settling tanks		1	LS	\$18,050.00						\$18,050.00
2.18	Demo floor for Belt Filter Press		1	LS	\$8,335.00						\$8,335.00
2.20	Demo belt filter press garage door opening		1	LS	\$1,844.00						\$1,844.00
2.22	core drilling all areas (16ea)		1	LS	\$33,708.00	\$23,460.00	\$6,000.00		\$29,460.00	87.4%	\$4,248.00
2.24	Asbestos abatement all areas		1	LS	\$36,450.00	\$36,450.00			\$36,450.00	100.0%	

	Division 3- Cast in Place Concrete								
3.00	New influent bldg	1	LS	\$25,039.00	\$20,000.00		\$20,000.00	79.9%	\$5,039.00
3.02	TF#2 pump vault	1	LS	\$52,828.00					\$52,828.00
3.04	Clarifier #1 base slab	1	LS	\$83,495.00	\$83,495.00		\$83,495.00	100.0%	
3.06	Clarifier #1 Walls	1	LS	\$159,268.00	\$111,488.00	\$47,780.00	\$159,268.00	100.0%	
3.08	Clarifier #1 grout floor	1	LS	\$11,800.00					\$11,800.00
3.10	Clarifier #2 base slab	1	LS	\$72,309.00	\$72,309.00		\$72,309.00	100.0%	
3.12	Clarifier #2 Walls	1	LS	\$148,082.00		\$75,000.00	\$75,000.00	50.6%	\$73,082.00
3.14	Clarifier #2 grout floor	1	LS	\$11,800.00					\$11,800.00
3.16	Clarifiers influent / effluent / scum channels	1	LS	\$34,303.00					\$34,303.00
3.18	Aerobic digester base slab	1	LS	\$63,561.00	\$63,561.00		\$63,561.00	100.0%	
3.20	Aerobic digester walls	1	LS	\$195,403.00	\$195,403.00		\$195,403.00	100.0%	
3.22	Grating piers	1	LS	\$12,079.00	\$12,079.00		\$12,079.00	100.0%	
3.24	Blower bldg slab	1	LS	\$14,247.00		\$14,247.00	\$14,247.00	100.0%	
3.26	Blower bldg walls	1	LS	\$18,304.00		\$18,304.00	\$18,304.00	100.0%	
3.28	stair foundation @ blower bldg	1	LS	\$11,169.00					\$11,169.00
3.30	Topping at precast plank	1	LS	\$3,560.00					\$3,560.00
3.32	Equipment pads blower bldg	1	LS	\$4,216.00					\$4,216.00
3.34	Belt filter press slab	1	LS	\$17,408.00					\$17,408.00
3.36	TF #1 concrete pier extension	1	LS	\$5,652.00					\$5,652.00
3.38	TF #2 concrete pier extension	1	LS	\$7,422.00					\$7,422.00
3.40	Overflow basin stem walls	1	LS	\$17,370.00					\$17,370.00
3.42	Chemical building base slab	1	LS	\$13,278.00					\$13,278.00
3.44	Chemical bldg footers	1	LS	\$5,079.00					\$5,079.00
3.46	chemical bldg walls	1	LS	\$56,440.00					\$56,440.00
3.48	Chem bldg precast topping	1	LS	\$3,750.00					\$3,750.00
3.50	SOG at tanks & equipment pads	1	LS	\$10,878.00					\$10,878.00
3.52	Chemical bldg containment slab apron	1	LS	\$8,492.00					\$8,492.00
3.54	Reinforcing furnish	1	LS	\$172,220.00	\$162,220.00	\$10,000.00	\$172,220.00	100.0%	
3.56	Reinforcing Install	1	LS	\$167,400.00	\$145,000.00	\$10,000.00	\$155,000.00	92.6%	\$12,400.00
3.58	Precast hollow core plank	1	LS	\$75,938.00					\$75,938.00
3.60	Purchase precast structures	1	LS	\$75,083.00	\$75,083.00		\$75,083.00	100.0%	
	Division 4 Masonry								
4.00	Press building CMU	1	LS	\$15,000.00					\$15,000.00
4.20	Chemical building CMU	1	LS	\$71,500.00					\$71,500.00
4.40	Blower building CMU	1	LS	\$63,500.00					\$63,500.00
	Division 5 Metals								
5.00	Furnish misc metals and structural steel	1	LS	\$301,725.00	\$17,000.00	\$85,000.00	\$102,000.00	33.8%	\$199,725.00
5.02	Install Misc metals and structural steel	1	LS	\$67,538.00	\$7,000.00		\$7,000.00	10.4%	\$60,538.00
	Division 6 Rough Carpentry								
6.00	Chemical building knockout panel	1	LS	\$3,836.00					\$3,836.00
6.02	Trusses, sheeting, trim at chemical building	1	LS	\$65,774.00					\$65,774.00
6.04	Trusses, sheeting, trim at Belt filter press bldg	1	LS	\$45,415.00					\$45,415.00
6.06	PVC wall and ceiling panels belt filter bldg	1	LS	\$27,531.00					\$27,531.00
	Division 7								
7.00	Insulation chemical bldg	1	LS	\$9,917.00					\$9,917.00
7.02	Insulation belt filter bldg	1	LS	\$13,889.00					\$13,889.00
7.04	Metal roofing, siding, trim at Chemical Bldg	1	LS	\$74,222.00					\$74,222.00
7.06	Metal roofing, siding, trim at Belt Filter Bldg	1	LS	\$40,427.00					\$40,427.00

7.08	EPDM roofing at Blower building	1	LS	\$23,351.00						\$23,351.00
		1	LS							
	Division 8 --Doors & Windows									
8.00	Hollow metal doors, frames, hdwr	1	LS	\$20,250.00						\$20,250.00
8.02	windows	1	LS	\$18,500.00						\$18,500.00
8.04	Sectional garage door	1	LS	\$4,750.00						\$4,750.00
	Division 9 - Painting									
9.00	Painting	1	LS	\$71,000.00						\$71,000.00
	Division 31- excavation, backfill, subbase									
31.00	Excavate new influent channel	1	LS	\$3,266.00	\$3,266.00		\$3,266.00	100.0%		
31.02	Backfill new influent channel	1	LS	\$14,940.00	\$14,940.00		\$14,940.00	100.0%		
31.04	Excavate & set distribution box			\$3,698.00						\$3,698.00
31.06	Exc, set, BF MH's			\$31,257.00	\$22,357.00		\$22,357.00	71.5%		\$8,900.00
31.08	Exc, Set, BF UV bypass vault			\$3,441.00	\$3,441.00		\$3,441.00	100.0%		
31.10	Ex, set, BF Recirc pump vault			\$8,159.00						\$8,159.00
31.12	exc, set, bf CB @ containment pad			\$1,602.00						\$1,602.00
31.14	Exc, BF TF#2 pump station			\$6,151.00						\$6,151.00
31.16	Exc clarifiers			\$302,069.00	\$302,069.00		\$302,069.00	100.0%		
31.18	BF clarifiers			\$99,273.00						\$99,273.00
31.20	Exc Digester			\$50,305.00	\$50,305.00		\$50,305.00	100.0%		
31.22	BF digesters			\$53,313.00						\$53,313.00
31.24	Exc, BF chemical building			\$14,000.00						\$14,000.00
	Division 33 site piping									
33.00	Bypass pumping			\$23,094.00	\$13,000.00		\$13,000.00	56.3%		\$10,094.00
33.02	Site pipe cut and cap/abandon			\$21,165.00	\$8,000.00	\$2,500.00	\$10,500.00	49.6%		\$10,665.00
33.04	18" & 24" Perry influent pipe			\$36,820.00	\$36,820.00		\$36,820.00	100.0%		
33.06	18" Castile influent pipe			\$23,086.00	\$23,086.00		\$23,086.00	100.0%		
33.08	Line 38			\$29,280.00						\$29,280.00
33.10	Line 39			\$10,588.00						\$10,588.00
33.12	Line 51			\$15,423.00						\$15,423.00
33.14	Line 31			\$7,243.00						\$7,243.00
33.16	Primary Settling tank to MH104			\$10,284.00						\$10,284.00
33.18	Line 30			\$24,470.00						\$24,470.00
33.20	Line 34			\$10,883.00						\$10,883.00
33.22	Line 32 & 33			\$4,637.00						\$4,637.00
33.24	Line 35 & 46			\$6,440.00						\$6,440.00
33.26	Line 35 TF2 pump st to final clarifier			\$5,940.00						\$5,940.00
33.28	Line 36			\$4,496.00						\$4,496.00
33.30	Line 41 & 48			\$6,440.00	\$500.00	\$5,940.00	\$6,440.00	100.0%		
33.32	Thrust blocks (50ea)			\$21,963.00		\$5,000.00	\$5,000.00	22.8%		\$16,963.00
33.34	Line 50 & 37			\$11,784.00	\$11,784.00		\$11,784.00	100.0%		
33.36	Line 53			\$10,391.00						\$10,391.00
33.38	Scum line from FC to chem bldg			\$5,798.00						\$5,798.00
33.40	Line 52			\$8,984.00						\$8,984.00
33.42	Temp sludge line			\$5,397.00						\$5,397.00
33.44	Line 45			\$4,637.00						\$4,637.00
33.46	Line 57			\$20,634.00						\$20,634.00
33.48	Line 40 & 44			\$27,287.00						\$27,287.00
33.50	8" drain form belt filter press			\$11,596.00						\$11,596.00
33.52	Line 43			\$14,896.00						\$14,896.00
33.54	Line 47			\$1,775.00						\$1,775.00

	Division 40 Process piping								
40.00	G100 20" influent vault to channel			\$580.00	\$580.00		\$580.00	100.0%	
40.02	G300 TF#1 recirc pump station			\$3,589.00					\$3,589.00
40.04	G350 TF#2 Recirc pump station			\$8,667.00					\$8,667.00
40.06	G351 center pipe			\$1,178.00					\$1,178.00
40.08	G520/528 Chem bldg PVC			\$8,013.00					\$8,013.00
40.10	G521/524 Chem bldg sludge & scum pipe			\$9,570.00					\$9,570.00
40.12	G601 sludge form final			\$1,010.00					\$1,010.00
40.14	G601/604 BFP pipe			\$6,540.00					\$6,540.00
40.16	G601/604 Supernate pipe			\$4,793.00					\$4,793.00
40.18	G603/604 Welded air line			\$20,866.00					\$20,866.00
40.20	G700/701 Sludge press			\$3,170.00					\$3,170.00
40.22	Piping & valve package purchase			\$451,621.00	\$334,951.00	\$25,000.00	\$359,951.00	79.7%	\$91,670.00
40.24	Flow Meters			\$38,170.00	\$26,000.00		\$26,000.00	68.1%	\$12,170.00
40.26	Gauges			\$1,190.00					\$1,190.00
40.28	Level Sensors			\$11,313.00					\$11,313.00
40.30	Piping and equipment ID			\$4,313.00					\$4,313.00
	Division 11- Equipment								
11.00	Trickle filter pumps purchase (Xylem)	1	LS	\$292,988.00					\$292,988.00
11.02	Install filter pumps			\$24,232.00					\$24,232.00
11.04	Westech Rotary distributor purchase	1	LS	\$205,000.00					\$205,000.00
11.06	Westec rotary distributor Install (2ea)			\$39,485.00					\$39,485.00
11.08	Brentwood clarifiers purchase			above					
11.10	Clarifier install			\$61,166.00					\$61,166.00
11.12	Lakeside final clarifier purchase			above					
11.14	Lakeside clarifier install (2ea)			\$141,205.00					\$141,205.00
11.16	Volgelsang sludge pumps Purchase	1	LS	\$53,000.00					\$53,000.00
11.18	Sludge pump install			\$9,491.00					\$9,491.00
11.20	RW gate and valve purchase	1	LS	\$37,000.00					\$37,000.00
11.22	Gate install			\$7,809.00					\$7,809.00
11.24	BDP Industries belt Filter Press purchase	1	LS	\$381,000.00					\$381,000.00
11.26	Filter press install			\$7,540.00					\$7,540.00
11.28	Kaeser Rotary Lobe Blowers Purchase	1	LS	\$198,000.00	\$198,000.00		\$198,000.00	100.0%	
11.30	Install blowers			\$5,051.00					\$5,051.00
11.32	EYW Sludge pumps control panel purchase	1	LS	\$70,500.00					\$70,500.00
11.34	EYW Belt press feed pumps control panels purchase	1	LS	\$53,000.00					\$53,000.00
11.36	Alum Feed System Purchase	1	LS	\$40,625.00	\$18,000.00		\$18,000.00	44.3%	\$22,625.00
11.38	Alum Feed system install			\$8,905.00					\$8,905.00
11.40	Fine bubble Aeration purchase			\$38,000.00					\$38,000.00
11.42	Fine bubble aeration install	1	LS	\$31,112.00					\$31,112.00
11.44	Brentwood media purchase			above					
11.46	Media TF#1 install			\$51,256.00					\$51,256.00
11.48	Media TF#2 Install			\$29,812.00					\$29,812.00
11.50	TF vent piping			\$2,492.00					\$2,492.00
12.00	Allowance	1	LS	\$100,000.00					\$100,000.00
	Totals			\$8,065,044.00	\$2,770,725.00	\$370,289.00	\$3,141,014.00	38.9%	\$4,924,030.00
	Change Orders								
	Total (Change Orders) =			-	-	-	-		
	Total (Base Bid + Alternate Bids + Change Orders) =			\$8,065,044.00	\$2,770,725.00	\$370,289.00	\$3,141,014.00	38.9%	\$4,924,030.00



PAYMENT REQUISITION

APPLICATION #: Three (3)

DATE: November 15, 2021

TO: Village of Perry
46 N. Main Street
Perry, NY 14530

FROM: MRB Group
The Culver Road Armory
145 Culver Road, Suite 160
Rochester, NY 14620

RE: Village of Perry – WWTP Improvements
M.W. Controls Service, Inc. – Electrical Contract
MRB Project # 1956.19001

The attached invoice, from the above captioned contractor, for work and/or materials, in place or delivered, has been reviewed and approved for payment, as of the above date, as follows:

INVOICE AMOUNT:	\$129,788.33
LESS RETAINAGES OR DEDUCTIONS NOTED:	(\$6,489.41)
NET INVOICE:	\$123,298.92

Budget estimates and/or contractor's bid status are as follows:

	<u>Contractor's Bid</u>
TOTAL	\$696,510.00
CHANGE ORDERS TO DATE	\$0.00
PAID TO DATE	(\$91,197.34)
THIS PAYMENT	(\$123,298.92)
BALANCE TO PAY	\$482,013.74

Respectfully submitted,

Melissa M. Liberatore, CDT
MRB GROUP REPRESENTATIVE

Contractor's Application for Payment No.

3

Application Period: 08/25/21-10/28/2021		Application Date: 10/28/2021
To (Owner): Village of Perry	From (Contractor): M W CONTROLS SERVICE, INC	Via (Engineer): MRB Group
Project: Village of Perry WWTP Improvements Phase II	Contract: ELECTRICAL #2	
Owner's Contract No :	Contractor's Project No : MWPRY2021	Engineer's Project No : 1956 19001

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 696,510.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 696,510.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate).....	\$ 225,785.53
			5. RETAINAGE:	
			a. 5% X \$105,735.87 Work Completed.....	\$ 55,286.79
			b. 5% X \$120,049.66 Stored Material.....	\$ 6,002.48
			c. Total Retainage (Line 5a + Line 5b).....	\$ 11,289.27
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 214,496.26
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 91,197.34
			8. AMOUNT DUE THIS APPLICATION.....	\$ 123,298.92
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above).....	\$ 482,013.74
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

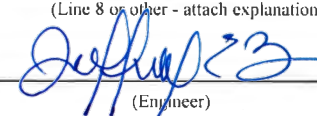
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

By:

Date:

10/28/2021

Payment of: \$ 123,298.92
(Line 8 or other - attach explanation of the other amount)

is recommended by:  11/15/21
(Engineer) (Date)

Payment of: \$ 123,298.92
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract) Village of Perry WWTP Improvements Phase II				Application Number 3				
Application Period 08/25/2021-10/28/2021				Application Date: 10/28/2021				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
E DWGS	MOBILIZATION	\$20,896.00	\$20,896.00			\$20,896.00	100.0%	
E DWGS	SUBMITTALS	\$34,826.00	\$29,602.10		\$3,543.05	\$33,145.15	85.0%	\$1,680.85
E DWGS	DEMOLITION WORK	\$18,000.00	\$540.00			\$540.00	3.0%	\$17,460.00
E DWGS	DUCT/BANK LABOR (75%) EQUIPMENT/MATERIALS (25%)	\$35,000.00						\$35,000.00
E DWGS	TRANSFORMER VAULT LABOR (75%) EQUIPMENT (25%)	\$10,000.00	\$9,000.00			\$9,000.00	90.0%	\$1,000.00
E DWGS	GENERATOR (80%), PAD (3%) LABOR (17%)	\$170,894.00	\$25,634.10	\$6,591.70	\$87,400.00	\$119,625.80	70.0%	\$51,268.20
E DWGS	PRIMARY SETTLING TANK LABOR (98%) EQUIPMENT (2%)	\$8,000.00						\$8,000.00
E DWGS	TRICKLING FILTER #1 LABOR (80%) EQUIPMENT (20%)	\$10,000.00						\$10,000.00
E DWGS	TRICKLING FILTER #2 LABOR (80%) EQUIPMENT (20%)	\$10,000.00						\$10,000.00
E DWGS	2NDARY SETTLING TANKS LABOR (98%) EQUIPMENT (2%)	\$8,000.00			\$2,887.94	\$2,887.94	36.1%	\$5,112.06
E DWGS	AEROBIC DIGESTER LABOR (98%) EQUIPMENT (2%)	\$75,000.00			\$3,528.23	\$3,528.23	-4.7%	\$71,471.77
E DWGS	BELT PRESS LABOR (75%) EQUIPMENT1 INCL. LIGHTING (25%)	\$65,000.00	\$10,325.00		\$699.75	\$11,024.75	17.0%	\$53,975.25
E DWGS	FINAL CLARIFIER LABOR (90%) EQUIPMENT (10%)	\$10,000.00						\$10,000.00
E DWGS	CONTROL BUILDING LABOR (30%) EQUIPMENT (70%)	\$155,894.00		\$3,146.97	\$20,237.13	\$23,384.10	15.0%	\$132,509.90
E DWGS	CHEMICAL BUILDING/UV LABOR (85%) EQUIPMENT/LIGHTS (15%)	\$15,000.00			\$1,753.56	\$1,753.56	11.7%	\$13,246.44
	CONTINGENCY ALLOWANCE	\$50,000.00						\$50,000.00

Stored Material Summary

Contractor's Application

[illegible]



RESOLUTION ACCEPTING RESIGNATION OF PART-TIME POLICE OFFICER, MATTHEW CROSS

WHEREAS, Mr. Matthew Cross has tendered his resignation from the part-time position of Police Officer effective September 12, 2021; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the resignation of Mr. Cross and wishes him well with future endeavors.

To Whom it may concern,

I Matthew Cross am resigning from the position of part time Police Officer with the Village of Perry. Effective 09/12/2021.

A handwritten signature in black ink, appearing to read 'Matthew Cross', written over a horizontal line.

9/10/21



RESOLUTION ACCEPTING RESIGNATION OF PART-TIME CLERK, ANNETA MARINACCIO

WHEREAS, Mrs. Anneta Marinaccio has tendered her resignation from the part-time position of Clerk effective November 26, 2021; and

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby accepts the resignation of Mrs. Marinaccio and wishes her well with future endeavors.

November 15, 2021

Anneta Marinaccio
2027 Chaffee Rd
Arcade NY, 14009
RE: Resignation Letter

To whom it may concern:

As of today, Monday November 15, 2021 this letter will serve as my 2 week notice for the position of Part Time Village Clerk. My last day in this position shall be Friday November 26, 2021.

I want to thank everyone in the Village of Perry for welcoming me aboard 6 months ago, it has been a great place to work - and this was not an easy decision to make. I want to especially thank Samantha and Christina for your belief in me, it has been a pleasure working with you.

Thank you!


Anneta Marinaccio



RESOLUTION APPROVING ANNUAL SERVICE AND SUPPLY MAINTENANCE AGREEMENT WITH EAGLE SYSTEMS, INC.

WHEREAS, the Village of Perry contracts with Eagle Systems, Inc. for the Toshiba printer in the Police Department and Court Office; and

WHEREAS, the agreement covers service, parts, and toner; and

WHEREAS, the cost per page for the court printer is 0.0115 and the cost per page for the police department print is 0.0081 billed quarterly; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approves the annual service and supply maintenance agreement with Eagle Systems, Inc. from January 29, 2022 until January 28, 2023.

EAGLE SYSTEMS, INC.

2421 Harlem Road • Buffalo, NY 14225
Phone: (716) 893-0506 • Fax: (716) 897-3081
www.eagleny.com

ANNUAL SERVICE & SUPPLY MAINTENANCE AGREEMENT

PLEASE SIGN AND RETURN TO:

EAGLE SYSTEMS INC
2421 HARLEM RD
BUFFALO, NY 14225

Contract No. MFQ

MFQ

CUSTOMER No: EB4708

EB4708

CUSTOMER PO No:

Eagle Systems, Inc. agrees to furnish service and install parts for the equipment under this agreement, subject to the conditions herein and on the reverse side hereof:

MODEL	SERIAL NUMBER	ID #	LOCATION	PER PRINT PAGE	
TOSHIBA ESTUDIO 357	C2KC67143	E5790	COURT	0.0115	
TOSHIBA ESTUDIO 3518A	CZKJ21272	E6990	POLICE	0.0081	
BILLING: ☐ ANNUAL ☐ SEMI-ANNUAL ☒ QUARTERLY EXCESS BILLED: ☐ ANNUAL ☐ SEMI-ANNUAL ☐ QUARTERLY AT PER PRINT PER SCAN					
Comments: BILLED QUARTERLY PER PAGE					
INCLUDES: TRAVEL, LABOR, PARTS, DRUM & TONER EXCLUDES: PAPER & STAPLES TONER YIELD: 1 CARTRIDGE PER 36,600 PAGES					SUB TOTAL ☒ EXEMPT TAX TOTAL

INITIAL COVERAGE FOR THE ABOVE LISTED EQUIPMENT WILL BEGIN AT 8:00 A.M. ON 1/29/2022 AND END AT 5:00 P.M. ON 1/28/2023. LISTED EQUIPMENT WILL BE MAINTAINED UNDER THE TERMS AND AND END CONDITIONS SPECIFIED ON THE REVERSE SIDE HEREOF. IF THE STATED VOLUME IS EXCEEDED DURING ANY ONE YEAR TERM THAT THIS AGREEMENT IS IN EFFECT, CUSTOMER SHALL BE INVOICED FOR A NEW AGREEMENT AT OUR THEN CURRENT RATES. MILEAGE FOR ZONE DESIGNATION WILL BE MEASURED FROM EAGLE SYSTEMS INC.'S CLOSEST SERVICE CENTER.

ZONE DESIGNATION: ZONE "A" 0-25 MILES ZONE "B" 26-40 MILES ZONE "C" 60+ MILES

Eagle Systems, Inc.
SERVICE DIVISION

BUFFALO EB
BRANCH LOCATION

SERVICE DEPARTMENT	DATE
--------------------	------

VILLAGE OF PERRY
CUSTOMER

46 NORTH MAIN STREET
ADDRESS

PERRY	NY	14530
CITY	STATE	ZIP

AUTHORIZED SIGNATURE	TITLE
----------------------	-------

DATE _____

ADDITIONAL TERMS AND CONDITIONS

1. The initial term of this Agreement shall be for a period ending on the date shown on the reverse side hereof and shall be automatically renewed for additional twelve (12) month periods unless written notice of termination is received by either party at least sixty (60) days prior to the expiration of the initial term of this Agreement or any renewal term thereof. This Agreement shall not be assignable by Customer without Eagle Systems, Inc.'s prior written consent, and any attempted assignment without such consent shall be void.

2. The minimum annual maintenance provided for in this Agreement shall be due and payable in advance upon receipt of an invoice therefor. These shall be added to the charges hereunder an amount equal to any taxes, however designated, levied on such charges or on the services rendered or parts supplied pursuant hereof. Minimum annual maintenance charges are subject to change upon written notice to customer, which shall be given by Eagle Systems, Inc. prior to the conclusion of any term of this agreement. Should the equipment be moved to a location which is more than twenty-five (25) miles, but, not more than forty (40) miles from Eagle Systems, Inc.'s nearest service center, there will be an appropriate adjustment in the annual rate payable for service to the equipment. Eagle Systems, Inc. shall have no obligation to service equipment which is moved to a location more than forty (40) miles from Eagle Systems Inc.'s nearest service center.

3. All emergency service necessary to keep the Equipment in good working order will be performed by Eagle Systems, Inc. during its regular business hours (8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays) at no cost to Customer, provided, that such services shall not include the following:

(a) replacement of supplies, such as paper and toner, chemicals, bulbs, film, ink rollers, thermal print heads, incompatible phone equipment, phone jack or transmission lines;

(b) repairs resulting from causes other than normal use; Customer's willful act; negligence or misuse (including, without limitation, use of supplies of spare parts which do not meet Eagle System, Inc.'s published specifications and which cause abnormally frequent service calls or service problem); accident; transportation; failure of electrical power, air-conditioning or humidity control;

(c) repairs made necessary by service performed by personnel other than those of Eagle Systems, Inc.

(d) work which Customer requests to be performed by personnel outside regular business hours.

(e) shop reconditioning or modification to the Equipment except those specified by Eagle Systems, Inc.'s Technical Service Department to assure greater performance of the Equipment, or

(f) Saturdays, Sundays and Holidays are charged to the Customer at our established rates.

All of the foregoing shall be in accordance with Eagle Systems, Inc.'s established per call rates and terms then in effect. When, in Eagle Systems, Inc.'s opinion, Equipment because of advanced age or usage in excess of the norm, cannot be maintained in good working order through Eagle Systems, Inc.'s routine preventative maintenance service, or if work beyond the scope of this Agreement is required, IT SHALL SUBMIT TO THE CUSTOMER A COST ESTIMATE OF SUCH WORK. IF CUSTOMER REFUSES TO AUTHORIZE THE SAME, EAGLE SYSTEMS, INC. SHALL HAVE THE RIGHT, ON TEN (10) DAYS WRITTEN NOTICE TO CUSTOMER, TO TERMINATE SERVICE UNDER THIS AGREEMENT ANY OR ALL ITEMS OF EQUIPMENT, EAGLE SYSTEMS, INC. WILL THEN PROVIDE SERVICE ON PER CALL BASIS, (TRAVEL, LABOR AND PARTS).

Eagle Systems, Inc. shall have the right to substitute equivalent Equipment at any time during the term hereof, and removed parts replaced by Eagle Systems, Inc. shall become the property of Eagle Systems, Inc. Eagle Systems, Inc. shall have full and free access to the Equipment to provide service thereon.

4. EAGLE SYSTEMS, INC.'S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED BY EAGLE SYSTEMS, INC.'S NEGLIGENCE), LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED HEREUNDER.

5. This Agreement shall become effective upon receipt by Eagle Systems, Inc. of payment of charges. This Agreement will remain in force for twelve (12) months for all copiers or _____ copies on all copiers, whichever is sooner, and will automatically be renewed for a similar term unless written cancellation notice is received by either party sixty (60) days prior to the end of the period. If Customer does not pay the amount due hereunder: (1) Eagle Systems, Inc. may refuse to continue to service the equipment or furnish service on a C.O.D. "Per Call" basis, and (2) the Customer agrees to pay Eagle Systems, Inc. costs and expenses of collection, including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder.

This Agreement shall be governed by the laws of the State of New York and constitutes the entire agreement between the parties with respect to the furnishing of maintenance service, superseding all previous proposals, oral or written. No representation or statement not contained herein shall be binding upon Eagle Systems, Inc. as a written or otherwise, nor shall this Agreement be modified or amended unless in writing and signed by an officer of Eagle Systems, Inc. Any suit between the parties relating to this Agreement, other than for payment of the maintenance fees due hereunder, shall be commenced, if at all, within one (1) year of the date that it accrues.

THIS AGREEMENT'S AVAILABILITY IS SUBJECT TO EAGLE SYSTEMS BEING ABLE TO OBTAIN PARTS FROM THE MANUFACTURER.



RESOLUTION APPROVING REQUEST FROM LABELLA ASSOCIATES FOR NYMS GRANT ADMINISTRATION

WHEREAS, the Village of Perry recently contracted with LaBella Associates to administer the 2019 NYMS Grant; and

WHEREAS, the scope of the 2019 NYMS Grant has been modified and LaBella Associates has spent additional time and effort to request the amendment and will need to restart the administration documentation process; and

WHEREAS, LaBella Associates is requesting an addendum to their fee in the amount of \$5,000 for a total cost not to exceed \$15,000; and

WHEREAS, the total cost of \$15,000 is reimbursable through the NYMS program and will result in no cost to the Village; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees does hereby approves the additional \$5,000 addendum to LaBella Associates fee for the 2019 NYMS Grant for a total cost not to exceed \$15,000.



10/26/2021

Samantha Pierce
Village Administrator
Village of Perry
46 North Main Street
Perry, NY 14530

**RE: 2019 NY Main Street Grant
Administrative & Environmental Services**

Dear Samantha:

In light of recent developments with the 2019 NYMS Grant, we are requesting an addendum to our fee for administration and environmental services to assist the Village with the NY Main Street Program. This request comes out of the following changes in scope from our original proposal.

1. After completion of bidding to contractors, the projects were found unrealistic financially. We assisted the Village in addressing the granting agency and requesting a change in grant requirements to better fit the project. This change once approved will result in restarting the administration documentation process.
2. This change will also require significant additional coordination for both administration and environmental services due to the change in project scope and the addition of another property.
3. We have spent significant time assisting in the previously mentioned request for grant requirement amendment, more time will be needed to finalize, which is outside our initial proposed scope.

We hope this proposal addresses the rationale for a request for an additional fee of \$5,000 bringing the total not to exceed \$15,000. Should you have any questions concerning our proposal or if you need additional information, please do not hesitate to contact me at (585)-478-3063 or mcocquyt@labellapc.com

Sincerely,

LABELLA ASSOCIATES, D.P.C.

A handwritten signature in cursive script that reads 'Michael Cocquyt'.

Michael Cocquyt MBA, CPRP
Planner



RESOLUTION APPROVING PAYMENTS FOR THE SILVER LAKE TRAIL PROJECT

WHEREAS, the Village has received pay app #3 from the contractor, CP Ward, Inc., for the Silver Lake Trail project in the amount of \$234,949.43; and

WHEREAS, the engineers on the project, C&S Engineers, have reviewed and approved pay app #3; and

WHEREAS, the Village has received an invoice for Construction Inspection from C&S Engineers, Inc. for services rendered from 6/7/2021 to 10/29/2021 in the amount of \$68,855.39; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the following payments for the Silver Lake Trail project and directs the Village Clerk to submit a voucher for payment:

CP Ward, Inc.	\$234,949.43
---------------	--------------

C&S Engineers, Inc.	\$68,855.39
---------------------	-------------

BE IT FURTHER RESOLVED, that the Perry Village Board of Trustees hereby authorizes the Mayor to sign the payment invoice.



C&S Companies

Payment Invoice

SILVER LAKE TRAIL PHASE I

Description PIN 4761.26
C&S Project #: W48.001.001

Payment Number 3

Pay Period 10/23/2021 to 11/24/2021

Prime Contractor C.P. WARD, INC.
100 W. River Road, PO Box 900
Scottsville, NY 14546

Payment Status Pending

Awarded Project Amount \$756,842.00

Authorized Amount \$756,842.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0030	203.02	CY	41.690	\$42.000	\$1,750.98
UNCLASSIFIED EXCAVATION AND DISPOSAL					
0040	203.03	CY	0.000	\$85.000	\$0.00
EMBANKMENT IN PLACE					
0050	206.01	CY	55.000	\$42.000	\$2,310.00
STRUCTURE EXCAVATION					
0090	304.12	CY	25.620	\$100.000	\$2,562.00
SUBBASE COURSE, TYPE 2					
0120	555.41000011	SF	624.000	\$140.000	\$87,360.00
ENTRANCE PLATFORM (TREATED WOOD DECKING, RAILING, & RAMPS)					
0150	560.04010008	SF	32.000	\$250.000	\$8,000.00
STONE VENEER					
0220	608.0101	CY	31.180	\$790.000	\$24,632.20
					Project Total: \$234,949.43

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
CONCRETE SIDEWALKS AND DRIVEWAYS					
0230	608.01020005	CY	5.400	\$5,700.000	\$30,780.00
COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK					
0240	608.01050405	SF	52.600	\$45.000	\$2,367.00
4" THICK CURB RAMP					
0260	608.020102	TON	1.770	\$175.000	\$309.75
HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS					
0280	609.0401	LF	262.000	\$55.000	\$14,410.00
CAST-IN-PLACE CONCRETE CURB TYPE VF150					
0300	610.0501	LB	3.300	\$2.000	\$6.60
FERTILIZER					
0310	610.1101	CY	11.660	\$115.000	\$1,340.90
MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK					
0320	610.1404	CY	18.000	\$125.000	\$2,250.00
TOPSOIL - SPECIAL PLANTING MIX					
0350	611.0161	EACH	17.000	\$850.000	\$14,450.00
PLANTING MAJOR DECIDUOUS TREES, 2.5" CALIPER, B&B, FIELD POTTED OR FIELD BOXED					
0360	611.0201	EACH	4.000	\$710.000	\$2,840.00
PLANTING - MINOR DECIDUOUS TREES - 2 INCH CALIPER BALL & BURLAP, FIELD POTTED OR FIELD BOXED					
0370	611.0361	EACH	16.000	\$550.000	\$8,800.00
PLANTING-CONIFEROUS TREES 6 FT HEIGHT BALL & BURLAP, FIELD POTTED OR FIELD BOXED					
0380	611.0441	EACH	15.000	\$90.000	\$1,350.00
PLANTING DECIDUOUS SHRUBS - 2 FT HEIGHT / SPREAD BALL & BURLAP, FIELD POTTED OR FIELD BOXED					
0390	611.0541	EACH	16.000	\$90.000	\$1,440.00
PLANTING EVERGREEN SHRUBS-2 FT HEIGHT/SPREAD BALL & BURLAP, FIELD POTTED OR FIELD BOXED					
0400	611.0741	EACH	34.000	\$35.000	\$1,190.00
PLANTING - HERBACEOUS PLANTS - NUMBER 1 CONTAINER - CONTAINER GROWN					
0430	615.08010005	EACH	1.000	\$2,200.000	\$2,200.00
BENCH, TYPE 01					
0450	615.99060104	EACH	4.000	\$300.000	\$1,200.00
Project Total:					\$234,949.43

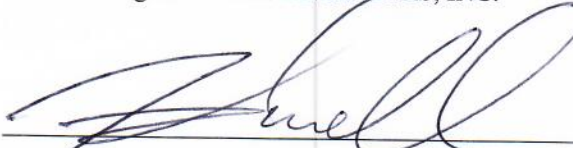
Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
LANDSCAPE BOULDERS, TYPE 1					
0460	619.01	LS	0.200	\$72,000.000	\$14,400.00
BASIC WORK ZONE TRAFFIC CONTROL					
0490	625.01	LS	0.600	\$15,000.000	\$9,000.00
SURVEY OPERATIONS					
					Section Total: \$234,949.43
					Project Total: \$234,949.43

Summary

Current Approved Work:	\$234,949.43	Approved Work To Date:	\$508,313.40
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$0.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$234,949.43	Payments To Date:	\$508,313.40
Previous Payment:	\$74,578.30	Previous Payments To Date:	\$273,363.97

 12/1/21

Resident Engineer - C&S ENGINEERS, INC.

 12/1/21

C.P. WARD, INC.

VILLAGE OF PERRY



C&S Companies
150 State Street, Suite 120
Rochester, NY 14614
p: (585) 325-9040
f: (585) 697-7588
www.cscos.com

Transmittal

To: Ms. Samantha Pierce
Village Administrator
Village of Perry,
46 N. Main St., Perry, NY 14530

Date: November 29, 2021

Re: Silver Lake Trail, Phase 1
PIN 4761.26

File: W48.001.001

Enclosed please find the following documents for the above-referenced project:

- One (1) electronic copy of Construction Inspection Estimate 1, Invoice #0198384 for professional services rendered from 6/7/2021 to 10/29/2021, for the above-referenced project.
- One (1) electronic copy of Construction Inspection Progress Report #1.

If you have any questions or need additional information, please do not hesitate to call me at 325-9040.

Very truly yours,

C&S ENGINEERS, INC.

A handwritten signature in blue ink that reads 'Seth D. Kaeuper'.

Seth D. Kaeuper, P.E.
Regional Transportation Manager

SDK

Enc.

PIN 4761.26
CONSTRUCTION INSPECTION SERVICES

SILVER LAKE TRAIL PROJECT
VILLAGE OF PERRY

CI Progress Report No. 1
June 7, 2021 through October 29, 2021

1. WORK ACCOMPLISHED:

- A. Held Preconstruction Meeting
- B. Reviewed submittals
- C. Construction oversight of the following activities:
 - Sidewalk replacement and installation
 - Striping work
 - Trailhead construction
 - Federal Street reconstruction
 - Memorial Park earthwork
- D. Completed progress payments 1 and 2

2. PROJECT SCHEDULE:

A tentative project schedule is as follows:

- Preliminary Design Complete: July 2020
- Advanced Detail Plans: January 2021
- Final PS&E / Bid Documents: March 2021
- Letting: June 2021
- Start Construction: Summer 2021
- Construction Complete: Winter 2022

3. WORK ANTICIPATED IN THE NEXT PERIOD:

- A. Complete all work that can be done without material delays
- B. Winter shutdown.

4. INFORMATION NEEDED FROM THE VILLAGE:

No information is needed at this time.

5. PROJECT BUDGET:

The project budget has been exceeded. A request for supplemental agreement in the amount of \$11,474 has been submitted and is being considered, pending funding availability.

PROJECT MANAGER: Seth D. Kaeuper, P.E.

DATE: November 29, 2021

COST CONTROL REPORT

CONSULTANT'S NAME:
C&S ENGINEERS, INC.

Project Name: Silver Lake Trail, Phase 1

PIN: 4761.26

C&S File: W48.001.002

Client: Village of Perry

Contact: Samantha Pierce

ESTIMATE NO.: 1

REPORTING PERIOD FROM:

6/7/2021 TO 10/29/2021

	1 THIS PERIOD	1A LAST REPORT	2 TO DATE	3 EST. TO COMP.	4 EST. TOTAL (2+3)	5 BUDGET	6 APR. EXTRA WORK	7WORK BUDGET (5&6)	8 UNDER (OVER) (7-4)	9 % PHASE COMP	10 % (4/7)
PROJECT TASKS											
DIRECT TECHNICAL SALARIES											
510 Construction Labor	\$ 23,575.00		\$ 23,575.00	\$ 9,461.92	\$ 33,036.92	\$ 33,036.92	\$ -	\$ 33,036.92	\$ -	71%	100%
550 Premium Overtime	\$ -		\$ -	\$ 2,912.35	\$ 2,912.35	\$ 2,912.35	\$ -	\$ 2,912.35			
TOTAL SALARY	\$ 23,575.00		\$ 23,575.00	\$ 12,374.27	\$ 35,949.27	\$ 35,949.27	\$ -	\$ 35,949.27	\$ -		100%
OVERHEAD	\$ 33,240.75		\$ 33,240.75	\$ 13,341.30	\$ 46,582.05	\$ 46,582.05	\$ -	\$ 46,582.05			100%
FIXED FEE	\$ 7,386.05		\$ 7,386.05	\$ 4,556.95	\$ 11,943.00	\$ 11,943.00	\$ -	\$ 11,943.00			100%
			\$ -								
SUB-TOTAL	\$ 64,201.80		\$ 64,201.80	\$ 30,272.52	\$ 94,474.32	\$ 94,474.32		\$ 94,474.32	\$ -		100%
1000 Direct Expenses	\$ 291.59		\$ 291.59	\$ 208.41	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	58%	100%
Services By Others											
800 Testing Services	\$ 4,362.00		\$ 4,362.00	\$ (3,336.32)	\$ 1,025.68	\$ 1,025.68	\$ -	\$ 1,025.68	\$ -	425%	100%
GRAND TOTAL	\$ 68,855.39		\$ 68,855.39	\$ 27,144.61	\$ 96,000.00	\$ 96,000.00	\$ -	\$ 96,000.00	\$ -		100%

MAXIMUM AMOUNT PAYABLE: \$ 96,000.00

NOTES:

CONSULTANT'S PROGRAM MANAGER

Seth D. Kaeuper

NAME: Seth D. Kaeuper, P.E.

TITLE: Regional Transportation Manager

DATE: 11/7/2021

FOR D.O.T. USE ONLY

REVIEWED BY

DATE

ACTION NEEDED

FIN 421LL(05/12)
FEDERAL-AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST

PAYEE ID (Federal ID) 13-5318940	NYS Comptroller's Contract No. Est. No. 9
Current Completion Date	Work Period (this est.) FROM 1/14/2021 TO 10/29/2021
Payee Name C&S ENGINEERS, INC.	MIR Date (completed by SPONSOR)
Street Address 499 COL. EILEEN COLLINS BLVD.	FOR Approved M.A.P.
	Original Contract Amount \$192,000.00
City SYRACUSE	Current Contract Amount \$288,000.00
State NY	(includes thru approved S.A. NO. 1)
Zip 13212	RRDA NO. (if applicable)

	Consultant Prepares	Sponsor Use Only
1. Total work reported on previous estimates	178,640.42	
2. Work reported on this estimate	68,855.39	
3. Total work reported to date (must equal page 2)	247,495.81	
4. Adjustments (NYSDOT use only) Reason		
5. Retainage thru current estimate		
6. Total work reported less retainage	247,495.81	
7. Previous payments	178,640.42	
8. Payment requested or processed	68,855.39	

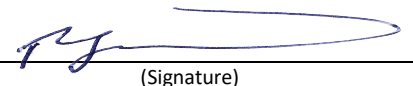
CERTIFICATION BY CONSULTANT

I, Randy P. Tuthill (name), do hereby certify that I am the Assistant Treasurer (title) of C&S Engineers, Inc. (firm),

consultant for the work referred to in the forgoing payment request; that I am the person in whose name the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named heretofore, and that the prices charged are just and reasonable; that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board or commission, by reason of the claimant having been allowed to sell to, incur expense for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board or commission has, or has had, any interest directly or indirectly in said articles, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

11/18/2021
 (Date)


 (Signature)

CERTIFICATION BY THE SPONSOR

I, _____ (name), do hereby certify that I am the _____ (title) employed in the supervision of the work described in the attached Consultant's Payment Request; that the materials, labor and services have been furnished and the work properly performed in accordance with the contract; and that payment in the sum of \$ _____ can be made on this contract without detriment to the interests of the State, to the best of my knowledge and belief.

 (Date)

 (Signature)

SPONSOR CONTRACT NO.

ESTIMATE NO. 9

FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN MAY RESULT IN REJECTION OF THIS ESTIMATE.

PIN (MUST BE 9 DIGITS)	ARRA FUNDED? (if yes, submit FHWA 1589 form)	WORK PERFORMED			MAXIMUM ALLOC. THRU SA 1	FUNDS REMAINING OVER/UNDER
		CURRENT	PRIOR	TO DATE		
4761.26.121		0.00	192,000.00	192,000.00	192,000.00	0.00
4761.26.321		38,855.39	0.00	38,855.39	96,000.00	57,144.61
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
TOTAL		38,855.39	192,000.00	230,855.39	288,000.00	57,144.61
LESS RETAINAGE			0.00	0.00		
TOTAL NET OF RETAINAGE		38,855.39	192,000.00	230,855.39	288,000.00	57,144.61

FIN 422LL (05/12) REVERSE
CONSULTANT'S PAYMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.
 ESTIMATE NO. 9
 CONSULTANT NAME C&S ENGINEERS, INC.
 COUNTY WYOMING
 PIN (MUST BE 9 DIGITS) 4761.26.121
 DESCRIPTION (THIS PIN ONLY) SILVER LAKE TRAIL , PHASE 1
 FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	0.00	49,322.84	49,322.84
IB OVERTIME (PREMIUM)			0.00
IC NIGHT TIME PORTION			0.00
II DIRECT NONSALARY COSTS (EXCLUDING SUBS)	0.00	876.06	876.06
II SUBCONTRACTOR 1 - ERIS Information	0.00	891.00	891.00
II SUBCONTRACTOR 2 -	0.00	0.00	0.00
III OVERHEAD (ON IA ONLY) 172%	0.00	84,835.29	84,835.29
SUBTOTAL	0.00	135,925.19	135,925.19
IV FIXED OR NET FEE MAXIMUM PAYABLE \$ = 15,956.00	0.00	14,988.76	14,988.76
II SUBCONSULTANT 1 - Gayron De Bruin Land Surveying & Engineering	0.00	41,086.05	41,086.05
II SUBCONSULTANT 2			0.00
II SUBCONSULTANT 3			0.00
II SUBCONSULTANT 4			0.00
I SPECIFIC HOURLY RATE CONTRACT			0.00
I LUMP SUM CONTRACT		0.00	0.00
SUBTOTAL	0.00	192,000.00	192,000.00
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	0.00	192,000.00	192,000.00

FIN 422LL (05/12) REVERSE
CONSULTANT'S PAYMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.
 ESTIMATE NO. 9
 CONSULTANT NAME C&S ENGINEERS, INC.
 COUNTY WYOMING
 PIN (MUST BE 9 DIGITS) 4761.26.321
 DESCRIPTION (THIS PIN ONLY) SILVER LAKE TRAIL , PHASE 1
 FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	23,575.00	0.00	23,575.00
IB OVERTIME (PREMIUM)			0.00
IC NIGHT TIME PORTION			0.00
II DIRECT NONSALARY COSTS (EXCLUDING SUBS)	291.59	0.00	291.59
II SUBCONTRACTOR 1 - SJB Services, Inc.	4,362.00	0.00	4,362.00
II SUBCONTRACTOR 2 -	0.00	0.00	0.00
III OVERHEAD (ON IA ONLY) 141%	33,240.75	0.00	33,240.75
SUBTOTAL	61,469.34	0.00	61,469.34
IV FIXED OR NET FEE MAXIMUM PAYABLE \$ = 11,943.00	7,386.05	0.00	7,386.05
II SUBCONSULTANT 1 -	0.00	0.00	0.00
II SUBCONSULTANT 2			0.00
II SUBCONSULTANT 3			0.00
II SUBCONSULTANT 4			0.00
I SPECIFIC HOURLY RATE CONTRACT			0.00
I LUMP SUM CONTRACT		0.00	0.00
SUBTOTAL	68,855.39	0.00	68,855.39
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	68,855.39	0.00	68,855.39

FEDERAL-AID PROJECT CONSULTANT'S PAYROLL EXTRACT

ESTIMATE NO. 9

PIN (must be 9 digits) 4761.26.121

FOR PERIOD FROM 1/14/2021 TO 10/29/2021

[illegible]



Send Payment to: C&S Engineers, Inc.
PO Box 64366
Baltimore, MD 21264-4366

Samantha Pierce
Village of Perry
46 North Main Street
Perry, NY 14530

Invoice # : 0198384
Project : W48001002
Invoice Date : 11/17/2021

Est. Cost : 84,057.00
Fixed Fee : 11,943.00
Total : 96,000.00

For Professional Services Rendered through 10/29/2021

Silver Lake Trail - CI

Analysis of Costs	This Invoice	Cumulative
Direct Salaries	23,575.00	23,575.00
Overhead % 141.00	33,240.75	33,240.75
Total Direct Personnel	56,815.75	56,815.75
Total Other Direct Charges	4,653.59	4,653.59
Total G & A % 0.00	0.00	0.00
Total Costs	61,469.34	61,469.34
Fixed Fee	7,386.05	7,386.05
Total This Invoice	68,855.39	68,855.39
Amount Due This Invoice **	68,855.39	68,855.39

C&S wants your feedback. Visit <http://www.cscos.com/feedback>

Invoice Contact Person: Julie LaLone, Project Accountant
Telephone: (315) 703-4204, jlalone@cscos.com
Net 30 Days - 1 1/2% Interest per Month



RESOLUTION APPROVING BUDGET AMENDMENT FOR POLICE DEPARTMENT TRAFFIC SAFETY PROGRAM

WHEREAS, the Village of Perry Police Department participates in the NYS Traffic Safety Program; and

WHEREAS, Village of Perry Police Officer's time is reimbursable through the safety program; and

WHEREAS, the Village Administrator is recommending the following budget amendment to account for monies received and expenses for salaries in relation to the Traffic Safety Program:

Increase Revenue:	A1589, Public Safety Misc Income	\$2,520
Increase Expense:	A3120.12, Police Officer, P/T	\$368.16
Increase Expense:	A3120.13, Police Officer, O/T	\$2,151.84

NOW, THEREFORE BE IT RESOLVED, the Village of Perry Board hereby approves the budget amendment and authorizes the Village Administrator to make the budget amendment to the 2021-2022 Village of Perry Budget.



**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTERMUNICIPAL SHARED SERVICES
AGREEMENT WITH THE SILVER LAKE INSTITUTE WATER DISTRICT AND THE GARDEAU WATER DISTRICT**

WHEREAS, the Village of Perry and Town of Castile wish to update their current water agreements for the Gardeau Water District and Silver Lake Institute Water District; and

WHEREAS, the Village of Perry supplies water to the Town of Castile Gardeau Water District and Silver Lake Institute Water District; and

WHEREAS, the terms for the agreements will be automatically renewed for an additional three year term for a maximum of fifteen years; and

WHEREAS, the Town of Castile Silver Lake Institute Water District is allocated no more than one million two hundred thousand (1,200,000) gallons per month; and

WHEREAS, the Town of Castile Gardeau Water District is allocated no more than one million (1,000,000) gallons per month; and

BE IT RESOLVED, the Perry Village Board of Trustees approves the Intermunicipal Shared Service Agreement with the Silver Lake Institute Water District and approves the Intermunicipal Shared Services with the Gardeau Water District and authorizes the Mayor to execute said agreements.

**INTERMUNICIPAL SHARED SERVICES AGREEMENT
Gardeau Water District**

THIS AGREEMENT, made and entered into the ____ day of _____ 2021,
between the Village of Perry, County of Wyoming, State of New York, hereinafter referred
to as “VILLAGE” and the Town of Castile, Wyoming County, State of New York, acting on
behalf of the Gardeau Water District, hereinafter referred to as “TOWN WATER DISTRICT”.

WITNESSETH:

WHEREAS, the VILLAGE maintains and operates a water treatment plant and a
water supply system sufficient to supply its inhabitants and has surplus water to supply the
TOWN WATER DISTRICT; and

WHEREAS, the TOWN WATER DISTRICT has heretofore constructed its own
distribution system but has no water supply; and

WHEREAS, the VILLAGE is capable of providing water in excess of its current
demands; and

WHEREAS, the VILLAGE and TOWN WATER DISTRICT desire to enter into an
Agreement for the purchase and use of water; and

WHEREAS, this Agreement constitutes the complete understanding of the parties.

NOW THEREFORE, in consideration of the agreements and covenants contained
herein and in payment of the rates hereinafter set forth, it is

AGREED by the parties hereto that the VILLAGE will supply water from its water
supply to the residents and businesses of the TOWN WATER DISTRICT upon the following
terms and conditions:

SECTION I. DURATION OF AGREEMENT

1. The term of this Agreement shall commence upon signing and will remain in effect until the ____ day of _____, 202____.
2. This Agreement will automatically be renewed for an additional three (3) year term unless either party, within ninety (90) days of the expiration of the term, has notified the other party, in writing, of its desire to discontinue or modify the terms of this Agreement. In such fashion, the Agreement will continue to be renewed for additional three (3) year terms for a maximum of fifteen (15) years after the initial effective date of the Agreement.
3. A letter requesting modification signed by the Mayor of the VILLAGE or the Supervisor of the Town of Castile, as the case may be, and mailed to the office of the Clerk of the other party, will satisfy the notification requirement of this paragraph and will terminate the existing Agreement.

SECTION II. WATER SUPPLY

1. The VILLAGE shall during the terms of this Agreement use reasonable care and diligence in maintaining a constant supply of potable water to the mains of the TOWN WATER DISTRICT, not to exceed One million (1,000,000) gallons per month.
2. VILLAGE assumes no liability to furnish TOWN WATER DISTRICT with an adequate supply of water at all times or to guarantee the purity and potability thereof; but it will endeavor to serve TOWN WATER DISTRICT with the same quality as it supplies to users of water in the VILLAGE.
3. The TOWN WATER DISTRICT shall take all action reasonable, within fiscal and operational constraints, to limit use of water and fix any leaks within a reasonable

timeframe. In addition, the TOWN WATER DISTRICT shall submit to the VILLAGE a written conservation plan in accordance with the New York State Department of Environmental Conservation Manual.

SECTION III. WATER LIMITATION OR RESTRICTION

1. The VILLAGE may limit or restrict the flow of water to TOWN WATER DISTRICT at any time if, in the opinion of the Village Board, such action is reasonable for the protection of the water supply within VILLAGE.
2. Any such limitation or restriction of the flow of water to TOWN WATER DISTRICT must not reduce the necessary pressure and flow required by hydrants or other fire prevention devices within TOWN WATER DISTRICT unless the same reduction is required within VILLAGE.
3. The VILLAGE makes no guarantee as to the pressure, quantity or continuity of service and shall not be held liable for loss or damage from a pressure deficiency or failure in the supply of water, whether caused by shutting off the water in case of an accident or for alterations, extensions, connections or repairs. In the event of an emergency or other necessity, the VILLAGE shall have the right to shut off or reduce the flow of water for such periods as reasonably necessary. In all cases other than emergencies, the VILLAGE shall give the TOWN WATER DISTRICT written notice at least forty-eight (48) hours prior to any shut off or flow reduction. The VILLAGE shall restore service and make water available as soon as it can reasonably do so.
4. The VILLAGE shall not be liable to the TOWN WATER DISTRICT or any property owners or tenants within the District by reason of any such emergency interruption. Should any such property owner or tenant commence any legal

action against the VILLAGE by reason of failure to obtain water in time of any such emergency interruption, then the TOWN WATER DISTRICT shall indemnify and hold harmless the VILLAGE, its agents, officers and employees for any damages to be paid by the VILLAGE resulting therefrom, together with the VILLAGE'S reasonable cost of defending the same.

SECTION IV. AREA OF SERVICE / CUSTOMERS AND ADDITIONAL USERS

1. The area to be served under this agreement is specifically set forth in a written description designated **Schedule A**, attached hereto and made a part hereof. **Schedule A** may be amended in the months of June and December of any year during the term hereof by increasing or decreasing the area to be serviced by this agreement. Such modification, to be effective, shall be certified in writing by the VILLAGE acting through its Mayor and the TOWN WATER DISTRICT acting through its Town Supervisor. All terms and provisions of this agreement shall apply to the area described on **Schedule A** as the same now is or as the same may be amended, supplemented or modified from time to time as hereinabove set forth. The TOWN has the right to modify this agreement by written notice to the VILLAGE.
2. Residents may make a formal request to be serviced by the Water District by submitting the Water District Application form to the VILLAGE and the TOWN. The Water District Application form is attached hereto as **Schedule B**. Duplicate copies of the Application must be submitted directly to the Town Clerk and the Village Clerk. Applications will be reviewed at the convenience of the governing board(s) of the Town and Village.

3. No water line or main in TOWN WATER DISTRICT may be enlarged or extended; no connection may be made nor construction begun; nor, may any fire protection hydrants or devices be connected to said main without first obtaining the approval of the VILLAGE. This approval will not be unreasonably withheld; however, the VILLAGE may require estimated usage figures and/or an Environmental Impact Statement before acting on such application. Connection without such approval renders this Agreement null and void.
4. TOWN WATER DISTRICT must make application to VILLAGE for the approval of any services or additional users of water no less than ninety (90) days prior to the time that such new service is to be installed or said user is to acquire the use of water in the TOWN WATER DISTRICT. This approval will not be unreasonably withheld; however, the VILLAGE may require estimated usage figures and/or an Environmental Impact Statement before acting on such application. In the event that such connection should be made without approval, this Agreement will become null and void.
5. *[LEFT INTENTIONALLY BLANK IN ANTICIPATION OF AN AGREEMENT WITH Highbanks Dairy, LLC]*

SECTION V. WATER RATES

The Water Rate is comprised of two components:

- i. the base rate; and***
- ii. the actual consumption of water as measured at the master meter.***

1. The TOWN WATER DISTRICT shall pay the VILLAGE for said water in accordance with the current base rate of \$45.00 per quarter per service connection.
2. Water charges will be based on three (3) months' consumption.
3. Payment dates are January, April, July, and October.
4. Payment of any invoice for water usage provided by VILLAGE under this Agreement is due thirty (30) days after it is rendered to TOWN WATER DISTRICT. Thereafter, a penalty of ten percent (10%) for late payment will be included. The penalty for non-payment is the same as the penalty for users within the VILLAGE.
5. Right to increase water rates is reserved upon a ninety (90) day written notice.
6. Any rate increase/decrease shall null and void any previous rate per one thousand (1,000) or base rate charge.
7. For the water used by the TOWN WATER DISTRICT, as measured by the master meter (see Section VI.), the TOWN WATER DISTRICT will pay to the VILLAGE the Village Water Rate per thousand gallons times 1.40. Said rate, will not during the term of this agreement (15 years) exceed one and one-half (1.50) times the Village Water Rate per thousand gallons. The VILLAGE shall provide at least 120 days' notice of any base rate or percentage change to allow the TOWN to properly notify its users.

It is understood that the computation of the above charges is effective only as between the VILLAGE and the TOWN WATER DISTRICT under this agreement and this agreement and the above mentioned computation shall not preclude the TOWN WATER DISTRICT from using other methods of computation or charges as between the TOWN WATER DISTRICT and the respective affected properties with the District.

8. The base rate may be amended by the VILLAGE after the three (3) year terms of this agreement based upon capital improvements and increases in lending.

SECTION VI. MASTER METER

1. Water consumption may be metered by the VILLAGE on an acceptable master meter to be owned and maintained by the VILLAGE.
2. All water passing through the master meter will be charged to TOWN WATER DISTRICT, whether used or not, regardless of cause.
3. The master meters owned by the TOWN WATER DISTRICT and/or VILLAGE will be maintained within the accuracy limits as specified for repair of meters in the then latest revision of the AWWA standards for testing cold water meters, Series C-700. Either party shall have the right to test at its own expense the meter's accuracy at any reasonable time. If a test shows that a meter has stopped registering or is improperly registering, the VILLAGE will estimate consumption based upon actual consumption during the same period of previous years or such other method as may be reasonable and agreed upon by both parties.

SECTION VII. ANNEXATION

In the event that TOWN WATER DISTRICT or any part thereof, is annexed into VILLAGE, the properties situate within the annexed portion of TOWN WATER DISTRICT will no longer

be bound by this Agreement and will be treated as any other consumer of water within VILLAGE.

SECTION VIII. WATER DISTRICT BOUNDARIES

The boundaries of the TOWN WATER DISTRICT may be altered only upon the consent of both parties and no application for service may be made for any properties not wholly located within the TOWN WATER DISTRICT.

SECTION IX. AGREED UPON SERVICES

The TOWN WATER DISTRICT and the VILLAGE agree to perform certain operations for the water system of the TOWN WATER DISTRICT in the following manner:

1. The TOWN WATER DISTRICT shall read the water meters quarterly and report readings to the Town Clerk.
2. The TOWN WATER DISTRICT will maintain, repair and replace, as may be required, water meters located in the residence parcels of the TOWN WATER DISTRICT. Meters can be new or refurbished. The TOWN WATER DISTRICT will pay for the meters and labor costs.
3. The TOWN will be responsible for flushing hydrants and securing water samples from various locations in accordance with New York State Department of Health and Wyoming County Health Department. The TOWN WATER DISTRICT will be responsible for changing meters and monitoring the system, along any costs associated with the same.
4. The TOWN will perform all current Health Department testing, including but not limited to, the collection of samples for testing. The cost of the test from third parties will be billed directly to the TOWN WATER DISTRICT. Any additional

testing required for maintenance reasons or Health Department requirements will also be borne by the TOWN WATER DISTRICT.

5. Hydrant upkeep, mowing and snow removal for access to hydrants is the responsibility of the TOWN WATER DISTRICT.
6. Any repairs or maintenance of the curb boxes and mains located in the TOWN WATER DISTRICT are the responsibility of the TOWN WATER DISTRICT. The VILLAGE will make any requested repairs to same at cost of time and material.
7. The VILLAGE agrees that the TOWN, in order to comply with NYS Department of Health and Environmental Protection Agency requirements shall be allotted certain gallonage for blow off. Blow off is a technical term, wherein various points within the water system, water will be blown off from time to time, so that water will not remain in the system in contravention of public health and safety. When the TOWN blows off water, the TOWN shall notify the VILLAGE Chief Water Operator at least 48 hours prior to blow off. The TOWN shall notify of the point of blow off and the time of the blow off. The Chief Water Operator of the VILLAGE and/or his designee shall be afforded the opportunity to observe the blow off, check meter readings, and to verify the gallonage blown off. It is agreed that the TOWN will provide blow off figures to the VILLAGE to be credited against the proposed water bill to the TOWN for water blow off on a monthly basis.
8. The VILLAGE currently has a Water Committee. The Committee meets quarterly to discuss the water districts. The TOWN WATER DISTRICT shall have the ability to appoint one member from the Town of Castile governing board to the water committee.

SECTION X. DEFAULT AND NOTICE PROVISIONS

1. If the VILLAGE shall fail or neglect for twenty (20) days to remedy a failure to comply with the provisions of this Agreement, after written demand to do so, this Agreement shall be voidable at the option of the TOWN WATER DISTRICT upon written notice to the VILLAGE.
2. If the TOWN WATER DISTRICT shall fail or neglect for twenty (20) days to remedy a failure to comply with the provisions of this Agreement, after written demand to do so, this Agreement shall be voidable at the option of the VILLAGE upon written notice to the TOWN WATER DISTRICT.
3. This Agreement may be cancelled by either party giving forty-five days written notice of cancellation. Should any written notice be required by one party to the other pursuant to the terms of this Agreement, such notice shall be sent to the following entities at the addresses set forth below by certified, return receipt mail:

VILLAGE

Village of Perry, 46 North Main Street, Perry, New York 14530

TOWN WATER DISTRICT

Town of Castile, 53 North Main Street, Castile, New York 14427

SECTION XI. AUTHORITY FOR EXECUTION

The Mayor has executed this Agreement pursuant to a resolution adopted by the Village Board of the Village of Perry at a meeting thereof held on the ____ day of _____ 2021. Frederic Hauser, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Village. This instrument shall be executed in quadruplicate. At least one (1) copy shall be

permanently filed, after execution thereof, in the office of the Village Clerk of the Village of Perry.

The Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Castile at a meeting thereof held on the ____ day of _____ 2021. Stanley Klein, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town. This instrument shall be executed in quadruplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Castile.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto, and a duly authorized officer of each municipality has set their hands and seals this ____ day of _____, 2021.

(SEAL)

VILLAGE OF PERRY

By: _____
FREDERIC HAUSER, MAYOR

Attest: _____
CHRISTINA SLUSSER, CLERK

(SEAL)

TOWN OF CASTILE

By: _____
STANLEY KLEIN, SUPERVISOR

Attest: _____
VICKIE KOCH, CLERK

STATE OF NEW YORK :
COUNTY OF WYOMING : ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **FREDERIC HAUSER**, Mayor, of the Village of Perry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public
Wyoming County, New York
My Commission Expires: ____-____-____

STATE OF NEW YORK :
COUNTY OF WYOMING : ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **STANLEY KLEIN**, Supervisor, of the Town of Castile, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public
Wyoming County, New York
My Commission Expires: ____-____-____

**INTERMUNICIPAL SHARED SERVICES AGREEMENT
Silver Lake Institute Water District**

THIS AGREEMENT, made and entered into the ____ day of _____ 2021, between the Village of Perry, County of Wyoming, State of New York, hereinafter referred to as "VILLAGE" and the Town of Castile, Wyoming County, State of New York, acting on behalf of the Silver Lake Institute Water District, hereinafter referred to as "TOWN WATER DISTRICT".

WITNESSETH:

WHEREAS, the VILLAGE maintains and operates a water treatment plant and a water supply system sufficient to supply its inhabitants and has surplus water to supply the TOWN WATER DISTRICT; and

WHEREAS, the TOWN WATER DISTRICT has heretofore constructed its own distribution system but has no water supply; and

WHEREAS, the VILLAGE is capable of providing water in excess of its current demands; and

WHEREAS, the VILLAGE and TOWN WATER DISTRICT desires to enter into an Agreement for the purchase and use of water; and

WHEREAS, this Agreement constitutes the complete understanding of the parties.

NOW THEREFORE, in consideration of the agreements and covenants contained herein and in payment of the rates hereinafter set forth, it is

AGREED by the parties hereto that the VILLAGE will supply water from its water supply to the residents and businesses of the TOWN WATER DISTRICT upon the following terms and conditions:

SECTION I. DURATION OF AGREEMENT

1. The term of this Agreement shall commence upon signing and will remain in effect until the ____ day of _____, 20____.
2. This Agreement will automatically be renewed for an additional three (3) year term unless either party, within ninety (90) days of the expiration of the term, has notified the other party, in writing, of its desire to discontinue or modify the terms of this Agreement. In such fashion, the Agreement will continue to be renewed for additional three (3) year terms for a maximum of fifteen (15) years after the initial effective date of the Agreement.
3. A letter requesting modification signed by the Mayor of the VILLAGE or the Supervisor of the Town of Castile, as the case may be, and mailed to the office of the Clerk of the other party, will satisfy the notification requirement of this paragraph and will terminate the existing Agreement.

SECTION II. WATER SUPPLY

1. The VILLAGE shall during the terms of this Agreement use reasonable care and diligence in maintaining a constant supply of potable water to the mains of the TOWN WATER DISTRICT, not to exceed One million two hundred thousand (1,200,000) gallons per month.
2. VILLAGE assumes no liability to furnish TOWN WATER DISTRICT with an adequate supply of water at all times or to guarantee the purity and potability thereof; but it will endeavor to serve TOWN WATER DISTRICT with the same quality as it supplies to users of water in the VILLAGE.

3. The TOWN WATER DISTRICT shall take all action reasonable, within fiscal and operational constraints, to limit use of water and fix any leaks within a reasonable timeframe. In addition, the TOWN WATER DISTRICT shall submit to the VILLAGE a written conservation plan in accordance with the New York State Department of Environmental Conservation Manual.

SECTION III. WATER LIMITATION OR RESTRICTION

1. The VILLAGE may limit or restrict the flow of water to TOWN WATER DISTRICT at any time if, in the opinion of the Village Board, such action is reasonable for the protection of the water supply within VILLAGE.
2. Any such limitation or restriction of the flow of water to TOWN WATER DISTRICT must not reduce the necessary pressure and flow required by hydrants or other fire prevention devices within TOWN WATER DISTRICT unless the same reduction is required within VILLAGE.
3. The VILLAGE makes no guarantee as to the pressure, quantity or continuity of service and shall not be held liable for loss or damage from a pressure deficiency or failure in the supply of water, whether caused by shutting off the water in case of an accident or for alterations, extensions, connections or repairs. In the event of an emergency or other necessity, the VILLAGE shall have the right to shut off or reduce the flow of water for such periods as reasonably necessary. In all cases other than emergencies, the VILLAGE shall give the TOWN WATER DISTRICT written notice at least forty-eight (48) hours prior to any shut off or flow reduction. The VILLAGE shall restore service and make water available as soon as it can reasonably do so.

4. The VILLAGE shall not be liable to the TOWN WATER DISTRICT or any property owners or tenants within the District by reason of any such emergency interruption. Should any such property owner or tenant commence any legal action against the VILLAGE by reason of failure to obtain water in time of any such emergency interruption, then the TOWN WATER DISTRICT shall indemnify and hold harmless the VILLAGE, its agents, officers and employees for any damages to be paid by the VILLAGE resulting therefrom, together with the VILLAGE'S reasonable cost of defending the same.

SECTION IV. AREA OF SERVICE / CUSTOMERS AND ADDITIONAL USERS

1. The area to be served under this agreement is specifically set forth in a written description designated **Schedule A**, attached hereto and made a part hereof. **Schedule A** may be amended in the months of June and December of any year during the term hereof by increasing or decreasing the area to be serviced by this agreement. Such modification, to be effective, shall be certified in writing by the VILLAGE acting through its Mayor and the TOWN WATER DISTRICT acting through its Town Supervisor. All terms and provisions of this agreement shall apply to the area described on **Schedule A** as the same now is or as the same may be amended, supplemented or modified from time to time as hereinabove set forth. The TOWN has the right to modify this agreement by written notice to the VILLAGE.
2. Residents may make a formal request to be serviced by the Water District by submitting the Water District Application form to the VILLAGE and the TOWN. The Water District Application form is attached hereto as **Schedule B**. Duplicate

copies of the Application must be submitted directly to the Town Clerk and the Village Clerk. Applications will be reviewed at the convenience of the governing board(s) of the Town and Village.

3. No water line or main in TOWN WATER DISTRICT may be enlarged or extended; no connection may be made nor construction begun; nor, may any fire protection hydrants or devices be connected to said main without first obtaining the approval of the VILLAGE. This approval will not be unreasonably withheld; however, the VILLAGE may require estimated usage figures and/or an Environmental Impact Statement before acting on such application. Connection without such approval renders this Agreement null and void.
4. TOWN WATER DISTRICT must make application to VILLAGE for the approval of any services or additional users of water no less than ninety (90) days prior to the time that such new service is to be installed or said user is to acquire the use of water in the TOWN WATER DISTRICT. This approval will not be unreasonably withheld; however, the VILLAGE may require estimated usage figures and/or an Environmental Impact Statement before acting on such application. In the event that such connection should be made without approval, this Agreement will become null and void.

SECTION V. WATER RATES

The Water Rate is comprised of two components:

- i. the base rate; and***
- ii. the actual consumption of water as measured at the master meter.***

1. The TOWN WATER DISTRICT shall pay the VILLAGE for said water in accordance with the current base rate of \$45.00 per quarter per service connection.
2. Water charges will be based on three (3) months' consumption.
3. Payment dates are January, April, July, and October.
4. Payment of any invoice for water usage provided by VILLAGE under this Agreement is due thirty (30) days after it is rendered to TOWN WATER DISTRICT. Thereafter, a penalty of ten percent (10%) for late payment will be included. The penalty for non-payment is the same as the penalty for users within the VILLAGE.
5. Right to increase water rates is reserved upon a ninety (90) day written notice.
6. Any rate increase/decrease shall null and void any previous rate per one thousand (1,000) or base rate charge.
7. For the water used by the TOWN WATER DISTRICT, as measured by the master meter (see Section VI.), the TOWN WATER DISTRICT will pay to the VILLAGE the Village Water Rate per thousand gallons times 1.40. Said rate, will not during the term of this agreement (15 years) exceed one and one-half (1.50) times the Village Water Rate per thousand gallons. The VILLAGE shall provide at least 120 days' notice of any base rate or percentage change to allow the TOWN to properly notify its users.

It is understood that the computation of the above charges is effective only as between the VILLAGE and the TOWN WATER DISTRICT under this agreement and this agreement and the above mentioned computation shall not preclude the

TOWN WATER DISTRICT from using other methods of computation or charges as between the TOWN WATER DISTRICT and the respective affected properties with the District.

8. The base rate may be amended by the VILLAGE after the three (3) year terms of this agreement based upon capital improvements and increases in lending.

SECTION VI. MASTER METER

1. Water consumption may be metered by the VILLAGE on an acceptable master meter to be owned and maintained by the VILLAGE.
2. All water passing through the master meter will be charged to TOWN WATER DISTRICT, whether used or not, regardless of cause, except for 1,000 gallons of water per month to be used for blow off purposes (See Section IX(7)).
3. The master meters owned by the TOWN WATER DISTRICT and/or VILLAGE will be maintained within the accuracy limits as specified for repair of meters in the then latest revision of the AWWA standards for testing cold water meters, Series C-700. Either party shall have the right to test at its own expense the meter's accuracy at any reasonable time. If a test shows that a meter has stopped registering or is improperly registering, the VILLAGE will estimate consumption based upon actual consumption during the same period of previous years or such other method as may be reasonable and agreed upon by both parties.

SECTION VII. ANNEXATION

In the event that TOWN WATER DISTRICT or any part thereof, is annexed into VILLAGE, the properties situate within the annexed portion of TOWN WATER DISTRICT will no longer

be bound by this Agreement and will be treated as any other consumer of water within VILLAGE.

SECTION VIII. WATER DISTRICT BOUNDARIES

The boundaries of the TOWN WATER DISTRICT may be altered only upon the consent of both parties and no application for service may be made for any properties not wholly located within the TOWN WATER DISTRICT.

SECTION IX. AGREED UPON SERVICES

The TOWN WATER DISTRICT and the VILLAGE agree to perform certain operations for the water system of the TOWN WATER DISTRICT in the following manner:

1. The TOWN WATER DISTRICT shall read the water meters quarterly and report readings to the Town Clerk.
2. The TOWN WATER DISTRICT will maintain, repair and replace, as may be required, water meters located in the residence parcels of the TOWN WATER DISTRICT. Meters can be new or refurbished. The TOWN WATER DISTRICT will pay for the meters and labor costs.
3. The TOWN will be responsible for flushing hydrants and securing water samples from various locations in accordance with New York State Department of Health and Wyoming County Health Department. The TOWN WATER DISTRICT will be responsible for changing meters and monitoring the system, along any costs associated with the same.
4. The TOWN will perform all current Health Department testing, including but not limited to, the collection of samples for testing. The cost of the test from third parties will be billed directly to the TOWN WATER DISTRICT. Any additional

testing required for maintenance reasons or Health Department requirements will also be borne by the TOWN WATER DISTRICT.

5. Hydrant upkeep, mowing and snow removal for access to hydrants is the responsibility of the TOWN WATER DISTRICT.
6. Any repairs or maintenance of the curb boxes and mains located in the TOWN WATER DISTRICT are the responsibility of the TOWN WATER DISTRICT. The VILLAGE will make any requested repairs to same at cost of time and material.
7. The VILLAGE agrees that the TOWN, in order to comply with NYS Department of Health and Environmental Protection Agency requirements shall be allotted certain gallonage for blow off. Blow off is a technical term, wherein various points within the water system, water will be blown off from time to time, so that water will not remain in the system in contravention of public health and safety. When the TOWN blows off water, the TOWN shall notify the VILLAGE Chief Water Operator at least 48 hours prior to blow off. The TOWN shall notify of the point of blow off and the time of the blow off. The Chief Water Operator of the VILLAGE and/or his designee shall be afforded the opportunity to observe the blow off, check meter readings, and to verify the gallonage blown off. It is agreed that the TOWN will provide blow off figures to the VILLAGE to be credited against the proposed water bill to the TOWN for water blow off on a monthly basis.
8. The VILLAGE currently has a Water Committee. The Committee meets quarterly to discuss the water districts. The TOWN WATER DISTRICT shall have the ability to appoint one member from the Town of Castile governing board to the water committee.

SECTION X. DEFAULT AND NOTICE PROVISIONS

1. If the VILLAGE shall fail or neglect for twenty (20) days to remedy a failure to comply with the provisions of this Agreement, after written demand to do so, this Agreement shall be voidable at the option of the TOWN WATER DISTRICT upon written notice to the VILLAGE.
2. If the TOWN WATER DISTRICT shall fail or neglect for twenty (20) days to remedy a failure to comply with the provisions of this Agreement, after written demand to do so, this Agreement shall be voidable at the option of the VILLAGE upon written notice to the TOWN WATER DISTRICT.
3. This Agreement may be cancelled by either party giving forty-five days written notice of cancellation. Should any written notice be required by one party to the other pursuant to the terms of this Agreement, such notice shall be sent to the following entities at the addresses set forth below by certified, return receipt mail:

VILLAGE

Village of Perry, 46 North Main Street, Perry, New York 14530

TOWN WATER DISTRICT

Town of Castile, 53 North Main Street, Castile, New York 14427

SECTION XI. AUTHORITY FOR EXECUTION

The Mayor has executed this Agreement pursuant to a resolution adopted by the Village Board of the Village of Perry at a meeting thereof held on the ____ day of _____ 2021. Frederic Hauser, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Village. This instrument shall be executed in quadruplicate. At least one (1) copy shall be

permanently filed, after execution thereof, in the office of the Village Clerk of the Village of Perry.

The Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Castile at a meeting thereof held on the ____ day of _____ 2021. Stanley Klein, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town. This instrument shall be executed in quadruplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Castile.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto, and a duly authorized officer of each municipality has set their hands and seals this ____ day of _____, 2021.

(SEAL)

VILLAGE OF PERRY

By: _____
FREDERIC HAUSER, MAYOR

Attest: _____
CHRISTINA SLUSSER, CLERK

(SEAL)

TOWN OF CASTILE

By: _____
STANLEY KLEIN, SUPERVISOR

Attest: _____
VICKIE KOCH, CLERK

STATE OF NEW YORK :
COUNTY OF WYOMING : ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **FREDERIC HAUSER**, Mayor, of the Village of Perry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public
Wyoming County, New York
My Commission Expires: ____-____-____

STATE OF NEW YORK :
COUNTY OF WYOMING : ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **STANLEY KLEIN**, Supervisor, of the Town of Castile, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public
Wyoming County, New York
My Commission Expires: ____-____-____



RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE OUT OF DISTRICT WATER SUPPLY AGREEMENT

WHEREAS, Highbanks Dairy, LLC and Fitch Farms, Inc. desires to be supplied with water by the Village;
and

WHEREAS, Highbanks Dairy, LLC and Fitch Farms, Inc. are located within the Town of Castile Gardeau
Water District and wish to obtain water through an additional meter within the Village of Perry; and

WHEREAS, the Town of Castile will aid in the collection and will remit payment to the Village of Perry;
and

BE IT RESOLVED, the Perry Village Board of Trustees approves the Out of District Water Supply
Agreement and authorizes the Mayor to execute said Agreement between the Town of Castile,
Highbanks Dairy, LLC. and Fitch Farms, Inc.

IN-DISTRICT OUT-OF-SERVICE WATER SUPPLY AGREEMENT

This Agreement made this _____ day of _____, 2021 by and between the Village of Perry, Wyoming County, New York (the “Village”), the Town of Castile, Wyoming County, New York (the “Town”), Highbanks Dairy, LLC, having a mailing address of 7785 Schenck Road Perry, New York, 14530 (the “In-District Out-of-Service User”) and Fitch Farms Inc. having a mailing address of 3840 Slocum Road, Perry, New York 14530 (the “Property Owner”). The property for which this agreement is proposed is owned by Fitch Farms Inc. and leased by Highbanks Dairy, LLC, and is identified as 3840 Slocum Road, Perry, New York 14530, SBL No. 101.-2-20, and recorded in the Wyoming County Clerk’s Office in Deeds at Liber 598 Page 611. The Memorandum of Lease with Right to Purchase is recorded in the Wyoming County Clerk’s Office in Deeds at Liber 765 Page 480. A map of the property is attached hereto as **Schedule A**.

WHEREAS, Highbanks Dairy, LLC, is the lessee of property owned by Fitch Farms Inc. that is located in the Gardeau Water District in the Town of Castile, being a customer of the Gardeau Water District since the 1980’s, and desires to be supplied water by the Village to the parcel identified as SBL No. 101.-2-20 as the current 2” water main in the Gardeau Water District does not provide sufficient water pressure or volume to meet the needs of the dairy farming operation.

WHEREAS, Highbanks Dairy, LLC and Fitch Farms Inc. desire to be supplied water by the Village to the parcel identified as SBL NO. 101.-2-20 solely for the purpose of hookup to the dairy barn, not to any additional structures on the parcel, nor shall any of the parcels along the line be connected. A map of the connection is attached hereto as **Schedule B**.

WHEREAS, the Village of Perry agrees to supply Highbanks Dairy, LLC and Fitch Farms Inc. with water to the property as described in attached map.

WHEREAS, the Town of Castile desires to aid in the collection and payment enforcement on behalf of the Village of Perry with the in-district out-of-service user and the re-establishment of a proper water district and reconstruction of water lines to convey sufficient water flow and volume.

WHEREAS, the Village of Perry shall bill the Town of Castile for water used by the Town of Castile residents. The Town of Castile will directly pay the Village and in turn, bill their residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein it is agreed as follows:

1. The Village agrees to permit Highbanks Dairy, LLC and Fitch Farms Inc. to connect with its water main and to be supplied with water from the Village of Perry for no more than twenty-four (24) months, at which time Highbanks Dairy, LLC and Fitch Farms Inc. shall provide a written notice sixty (60) days prior to the end of the 24-months advising of their request to renew this agreement. The agreement shall be re-examined by all parties involved to determine whether an extension is necessary and appropriate. Each extension shall only be for twelve (12) months and no more than three (3) extensions shall be permissible. The total term of this agreement is no more than five (5) years.

2. In consideration of the Village's supply of said water, Highbanks Dairy, LLC and Fitch Farms Inc. shall pay quarterly fees, equal to the Village's Outside User Base Rate (Non District), and Town's equalization rate of \$2.75, which shall be collected by the Town on behalf of the Village and paid by the Town to retain the Town equalization rate. Attached hereto, as **Schedule C** is the Village of Perry's current Water & Sewer Rate Schedule¹, all fees, taxes and assessments (including but not limited to out-of-district water usage charges based on gallonage and operation and maintenance) as established from time to time by the Village of Perry by Local Law, Resolution, Ordinance or Regulation with regard to water usage.

3. Highbanks Dairy, LLC and Fitch Farms Inc. further agree to comply with any and all rules and/or regulations established from time to time by the Village of Perry with regard to water usage, and the Map, Plan and Report prepared by Ambrewster Design and attached hereto as **Schedule D**.

4. Highbanks Dairy, LLC and Fitch Farms Inc. shall be responsible for the installation and maintenance of a water line from the lateral connection point at the water main located on Gardeau Road on the property known as SBL No. 101.-2-20. Any connections made to the water supply must be in compliance with New York State Department of Health Sanitary Code as well as regulations set by the Village of Perry, and with prior approval of the Village Board of the Village of Perry, other than the Dairy Barn located at 3840 Slocum Road, Perry, New York 14530. The water meters will be owned by the Village and Highbanks Dairy, LLC and Fitch Farms Inc. are required to maintain the meter pit and RPZ in good condition. The meter and RPZ shall be tested annually and the expense of such testing shall be borne by Highbanks Dairy, LLC and Fitch Farms

¹ The Water & Sewer Rate Schedule of the Village of Perry is subject to change at any time by resolution of the Village Board of the Village of Perry. Notice of amendments to the Water & Sewer Rate Schedule will be posted in the office of the Village Clerk.

INC. Copies of the annual RPZ testing report must be supplied to the Village and Wyoming County Health Department.

5. In the event that Highbanks Dairy, LLC and/or Fitch Farms Inc. fail to make payment within 60 days of the due date of any fees due under this Agreement, the Town Clerk shall submit to Highbanks Dairy, LLC and Fitch Farms Inc. a notice of non-payment indicating that water service will be terminated at the end of the calendar month unless payment is received by the Town of Castile. A copy of the notice of non-payment shall be provided to the Village of Perry.

6. Funds paid by the In-District Out-of-Service User to the Town of Castile following the notice of non-payment shall be disbursed by the Town of Castile to the Village of Perry at the next Town Board meeting following receipt of the funds from the users.

7. The Town of Castile shall advise the Village of Perry to turn the water on or off based on the response to the notice of non-payment. The Village of Perry shall be authorized to immediately, upon written notice to the Town of Castile and the In-District Out-of-Service User, terminate any connection to the Village of Perry water supply system and cease providing water to such In-District Out-of-Service User.

8. In the event that Highbanks Dairy, LLC and/or Fitch Farms Inc. fail to make payment within 60 days of the due date of any fees due under this Agreement, the Town of Castile agrees to make the Village of Perry whole by paying the fees due to the Village and shall take all action within their power to collect fees from Highbanks Dairy, LLC and Fitch Farms Inc.

9. The Town of Castile shall re-levy the taxes against Highbanks Dairy, LLC, and Fitch Farms, Inc. for the property identified as SBL No. 101.-2-20 in accordance with the principles of the *Matter of Town of Irondequoit et al. v County of Monroe, et al, 2020 N.Y. Lexis 2911 (uncorrected opinion)*. In the event that the County of Wyoming fails to re-levy the taxes, the Village of Perry, on behalf of the Town of Castile, will enforce the principles of the *Matter of Town of Irondequoit et al. v County of Monroe, et al, 2020 N.Y. Lexis 2911 (uncorrected opinion)*, against the County of Wyoming at no cost to the Town of Castile.

_____	_____	_____	_____
Village	Town	In-District Out of Service User	Property Owner

10. The Village of Perry agrees to make available up to 100,000 gallons of water per day at a maximum flow rate of 70 gallons per minute, in the event of an emergency or other necessity, the

Village of Perry shall have the right to shut off or reduce the flow to the In-District Out-of-Service User for such periods as are reasonably necessary, and the Village of Perry shall restore service and make water available as soon as it can reasonably do so. Additionally, the 100,000 gallons made available by the Village of Perry shall not be considered when calculating the total gallonage available to the Town of Castile. With respect to the continuity of service and the quantity, quality, or pressure of the water in the pipes or mains supplying same, the Village of Perry agrees to comply with all governmental regulations of the New York State Department of Health and Department of Environmental Conservation as they are applicable to such matters. However, the Village of Perry makes no express guarantees or assurances with respect to such matters. The Village of Perry shall function as a conduit for the delivery of public water to the In-District Out-of-Service User, and not a producer of the public water supply. The Village of Perry shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure or other defect in the delivery or supply of water, whether caused by the shutting off of water in case of an accident or for alterations, extensions, connections, or repairs, or for any cause whatsoever.

11. Failure of the Village of Perry to perform any of its obligations under this Agreement resulting from any cause or causes beyond its control (including but not limited to strikes, labor disputes, fire, acts of God, or acts or orders of the government) shall not constitute an actionable default or breach of this Agreement. The time for performance of any duty or obligation hereunder which cannot be performed as a result of an event of force majeure shall be extended for a period equal to the duration of such inability to perform; notwithstanding the foregoing, it is understood that events of force majeure shall not extend the time for payment of any money which is due and payable by the In-District Out-of-Service User.

12. It is understood and agreed that the In-District Out-of-Service User will not resell water purchased from the Village of Perry to any other person or entity without the written consent of the Village of Perry, which such consent may be withheld at their sole discretion, and that there shall be no other hookups to adjacent properties without the express written consent of the Village Board of the Village of Perry.

13. The parties acknowledge that the Gardeau Water District exists, however, the district appears not to have filed the necessary Map, Plan and Report nor the Order officially establishing the Gardeau Water District in accordance with Article 12 of the New York State Town Law. The current engineering plan for the district is inferior in design to meet the requirements of large-scale water

customers such as Highbanks Dairy, LLC and Fitch Farms Inc. It is anticipated that the Gardeau Water District will make capital improvements in the project area. When the Town of Castile reconstructs and reestablishes the Gardeau Water District in accordance with Article 12 of New York State Town Law and said district has sufficient capabilities to provide the volume and the pressure required by Highbanks Dairy, LLC, and Fitch Farms Inc. the purpose of this In-District Out-of-Service Water User Agreement will be void.

14. It is agreed that the district will be reconstructed and reestablished and said project is to be completed no later than 24 months from commencement of this agreement. Once the capital improvements are complete, the Town will provide written notice to the Village and advise that the In-District Out-of-Service User Agreement be terminated. The agreement shall be terminated by written notice of the Village of Perry to the In-District Out-of-Service User with copies to the Property Owner and the Town of Castile. Upon termination of the agreement, the line between the Village of Perry and the property identified as SLB No. 101.-2-20 will be abandoned and disconnected in accordance with the regulations of the Wyoming County Health Department and the Superintendent of Public Works of the Village of Perry.

15. This Agreement incorporates the entire agreement between the parties, and supersedes any and all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument of the Village Board of the Village of Perry, Armbrewster Design as the engineer, and the Wyoming County Department of Health.

17. The parties hereto agree to execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purposes and intent of this Agreement.

18. This Agreement may not be amended, changed, modified, or altered except in a writing executed by the parties hereto.

19. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

20. No party shall assign or attempt to assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

21. Subject to the provisions of paragraph 17, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person not a party hereto.

22. All the rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such termination.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals the day and year first above written.

VILLAGE OF PERRY

By: Frederic Hauser, Mayor

Dated: _____

TOWN OF CASTILE

By: Stanley Klein, Supervisor

Dated: _____

IN-DISTRICT OUT-OF-SERVICE USER

By: Nate Osborn, Highbanks Dairy, LLC

Dated: _____

PROPERTY OWNER

By: Thomas Fitch, Fitch Farms, Inc.

Dated: _____

State of New York)
County of Wyoming) ss:

On _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared **Nate Osborn**, _____ of Highbanks Dairy, LLC, lessee of 3840 Slocum Road, Perry, New York, Perry, New York 14530, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Wyoming) ss:

On _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared **Thomas Fitch** _____ of Fitch Farms Inc., owner of 3840 Slocum Road, Perry, New York, Perry, New York 14530, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Wyoming) ss:

On _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared **Fredric Hauser**, Mayor of the Village of Perry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Wyoming) ss:

On _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Stanley Klein**, Supervisor of the Town of Castile, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



RESOLUTION APPROVING DISTRICT REPAYMENT AGREEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS

WHEREAS, the Village of Perry discovered an error in billing to the Town of Castile for the Gardeau Water District, Silver Lake Institute Water District, and the Silver Lake Institute Sewer District; and

WHEREAS, repayment agreements have been proposed by the Town of Castile for all three districts over a ten year period; and

WHEREAS, the Gardeau Water District owes a total of \$12,510.00 and will make yearly payments of \$1,251.00 for ten years; and

WHEREAS, the Silver Lake Institute Water District owes a total of \$108,405.00 and will make yearly payments of \$10,840.50 for ten years; and

WHEREAS, the Silver Lake Institute Sewer District owes a total of \$95,003.09 and will make yearly payments of \$9,550.31 for ten years; and

BE IT RESOLVED, the Perry Village Board of Trustees approves repayment agreements with the Silver Lake Institute Water District, the Gardeau Water District, and the Silver Lake Institute Sewer District and authorizes the Mayor to execute said agreements.

DISTRICT REPAYMENT AGREEMENT

On this _____ day of December 2021, the Gardeau Water District, by the Town of Castile, a Municipal Corporation of the State of New York with a principal address of 53 North Main St. Castile, NY 14427 and the Village of Perry, a Municipal Corporation of the State of New York, with a principle address of 46 North Main St. Perry, NY 14530 hereby answer into an Agreement where the repayment of unbilled operation and maintenance fees.

It was discovered by the Village of Perry that the Gardeau Water District O&M Charges for June 2019 through February 2021 were billed incorrectly with a subsequent invoice being forwarded to the Town of Castile. Both the Village of Perry and the Town of Castile acknowledge that there was no error made by the Town of Castile in the non-payment of these O&M charges, however both acknowledge that these charges are due and payable to the Village of Perry, therefore the Town and Village enter into this Agreement for the repayment of the under billed O&M in the amount of \$12,510.00 as follows:

Pursuant to a Town Board Resolution on December 9, 2021, over the next ten calendar years, the Gardeau Water District shall pay one-tenth of the outstanding amount to the Village of Perry after its first Board Meeting of the year. This payment shall constitute a payment of \$1,251.00, the Village of Perry agrees that there shall be no interest charged on this payment so long as payments are made in accordance with the agreement and the parties agree that this outstanding debt may be prepaid at any time.

WHEREFORE, the parties being in agreement, the first payment shall be made the first calendar year after signing of this Agreement.

ENTERED INTO BY:

Date

Fredric Hauser, Mayor Village of Perry

Date

Stanley Klein, Supervisor Town of Castile

Notary Acknowledgment on Next Page

State of New York)
County of Wyoming)

On _____, 2021 before me, the undersigned, personally appeared Fredric Hauser, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public
Commission Expires:
(Affix Notary Stamp or Seal)

State of New York)
County of Wyoming)

On _____, 2021 before me, the undersigned, personally appeared Stanley Klein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public
Commission Expires:
(Affix Notary Stamp or Seal)

WATER DISTRICT REPAYMENT AGREEMENT

On this _____ day of December 2021, the Silver Lake Institute Water District, by the Town of Castile, a municipal Corporation of the State of New York with a principle address of 53 North Main St. Castile, NY 14427 and the Village of Perry, a Municipal Corporation of the State of New York, with a principle address of 46 North Main St. Perry, NY 14530 hereby enter into an Agreement for the repayment of unbilled operation and maintenance fees.

It was discovered by the Village of Perry that the Silver Lake Institute Water District O&M Charges for June 2019 through February 2021 were billed incorrectly with a subsequent invoice being forwarded to the Town of Castile. Both the Village of Perry and the Town of Castile acknowledge that there was no error made by the Town of Castile in the non-payment of these O&M charges, however both acknowledge that these charges are due and payable to the Village of Perry, therefore the Town and Village enter into this Agreement for the repayment of the under billed O&M in the amount of \$108,405.00 as follows:

Pursuant to a Town Board Resolution on December 9, 2021, over the next ten calendar years, the Silver Lake Institute Water District shall pay one-tenth of the outstanding amount to the Village of Perry after its first Board Meeting of each calendar year. This payment shall constitute a payment of \$10,840.50. The Village of Perry agrees that there shall be no interest charged on this amount so long as payments are made in accordance with the agreement and the parties agree that this outstanding debt may be prepaid at any time.

WHEREFORE, the parties being in agreement, the first payment shall be made the first calendar year after signing of this Agreement.

ENTERED INTO BY:

Date

Fredric Hauser, Mayor Village of Perry

Date

Stanley Klein, Supervisor Town of Castile

Notary Acknowledgment on Next Page

State of New York)
County of Wyoming)ss:

On _____, 2021 before me, the undersigned, personally appeared Fredric Hauser, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public
Commission Expires:

State of New York)
County of Wyoming)ss:

On _____, 2021 before me, the undersigned, personally appeared Stanley Klein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public
Commission Expires:

DISTRICT REPAYMENT AGREEMENT

On this _____ day of December 2021, the Silver Lake Sewer District, by the Town of Castile, a municipal Corporation of the State of New with a principle address of 53 North Main St. Castile, NY 14427 and the Village of Perry, a Municipal Corporation of the State of New York, with a principle address of 46 North Main St. Perry, NY 14530 hereby enter into an Agreement for the repayment of unbilled operation and maintenance fees.

It was discovered by the Village of Perry that the Silver Lake Sewer District O&M Charges for June 2019 through February 2021 were billed incorrectly with a subsequent invoice being forwarded to the Town of Castile. Both the Village of Perry and the Town of Castile acknowledge that there was no error made by the Town of Castile in the non-payment of these O&M charges, however both acknowledge that these charges are due and payable to the Village of Perry, therefore the Town and Village enter into this Agreement for the repayment of the under billed O&M in the amount of \$95,003.09 as follows:

Pursuant to a Town Board Resolution on December 9, 2021, over the next ten calendar years, the Town of Castile shall pay one-tenth of the outstanding amount to the Village of Perry after its first Board Meeting of the year. This payment shall constitute a payment of \$9,500.31, the Village of Perry agrees that there shall be no interest charged on this payment so long as payments are made in accordance with the agreement and the parties agree that this outstanding debt may be prepaid at any time.

WHEREFORE, the parties being in agreement, the first payment shall be made the first calendar year after signing of this Agreement.

ENTERED INTO BY:

Date

Fredric Hauser, Mayor Village of Perry

Date

Stanley Klein, Supervisor Town of Castile

Notary Acknowledgment on Next Page

State of New York)
County of Wyoming)ss:

On _____, 2021 before me, the undersigned, personally appeared Fredric Hauser, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public
Commission Expires:
(Affix Notary Stamp or Seal)

State of New York)
County of Wyoming)ss:

On _____, 2021 before me, the undersigned, personally appeared Stan Klein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public
Commission Expires:
(Affix Notary Stamp or Seal)

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

4 0 2 3 2

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.11/19)

BE IT RESOLVED, that the Village of Perry 40232 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Arlene Lapiana			Trustee	4/1/2019-3/31/2023	6		☒	Monthly	☐
							☐		☐
							☐		☐
Appointed Officials:									
David DiMatteo			Village Attorney	4/1/2021-3/31/2022	6		☒	Biweekly	☐
							☐		☐
							☐		☐

I, _____, secretary/clerk of the governing board of the _____, of the State of New York,
(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on this _____ day of _____, 20____,
(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, _____ being duly sworn, deposes and says that the posting of the Resolution began on

(Name of Secretary or Clerk)

_____ and continued for at least 30 days. That the Resolution was available to the public on the:

(Date)

☐ Employer's website at: _____

☐ Official sign board at: _____

☐ Main entrance Secretary or Clerk's office at: _____

(seal)