



Village of Perry Board of Trustees

Village Board Meeting • Agenda • March 7, 2022 • 7:30 PM

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

1. Open Meeting and Pledge of Allegiance
2. Public Comment
 - a. Public Hearing at 8:00pm – Local Law to Override the Tax Levy Limit
3. Presentations & Board Actions
 - a. Approval of Minutes – February 15, 2022, February 22, 2022, and February 28, 2022
 - b. Resolution to Schedule a Public Hearing to Provide Input on the Effectiveness of the Administration of the Community Development Block Grant (CDBG) Program
 - c. Resolution Authorizing Health Insurance Plans for the 2022-2023 Renewal Cycle
 - d. Resolution Acknowledging Examination of Court Records for the Fiscal Year Ending May 31, 2021
 - e. Resolution Authorizing Purchase of Bridge from Contech Engineered Solutions
 - f. Resolution Appointing Steve Deaton, Village DPW Superintendent, as Labor Standards Officer for the 2021 CDBG Program
 - g. Resolution Authorizing Additional Cost for Village Hall Asbestos Testing
 - h. Resolution Authorizing Change Order #6 and Budget Amendment for the Village Hall Capital Project
 - i. Resolution Overriding the Property Tax Levy Limit
4. Clerk/Deputy Treasurer's Report
5. Department Reports
6. Trustee Reports
7. Executive Session, as requested

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 15, 2022**

A Special Board Meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:00 pm on the 15th day of February 2022.

PRESENT:	Rick Hauser	Mayor
	Daniel Draper	Trustee
	Jacquie Billings	Trustee
	Arlene Lapiana	Trustee
	Ernie Lawrence	Trustee
ALSO PRESENT:	Samantha Pierce	Administrator
	Mike Grover	Chief of Police
	Jeff Drain	Chief Water/Sewer Operator
	Steve Deaton	DPW Superintendent
	Christina Slusser	Village Clerk

Mayor Hauser called the meeting to order at 7:00 pm and led in the pledge to the flag. The mayor took a minute to acknowledge and appreciate the department heads and board members taking the extra time to participate in budget discussions.

PRESENTATIONS & BOARD ACTIONS

2022-2023 DRAFT BUDGET WORKSHOP

Administrator Pierce began the discussion mentioning that the draft budget presented tonight is similar to that presented at the last board meeting.

POTENTIAL ITEMS TO REMOVE FROM DRAFT BUDGET OR USE ALTERNATIVE FUNDING

The gutters at DPW can be removed from the budget, as there is money that can be used in the current budget. There was money in the capital project budget to purchase 3 more tables for the public beach which were recently ordered and can also be removed from the budget. Staffing changes were made to the draft budget from the last presentation. With this staff change, the budget is close to even with revenues vs. expenditures. The other items listed, police vehicles and air packs could be funded with ARPA money. Administrator Pierce suggested to leave the new fire department door in the draft budget.

ADDITIONAL ITEMS FOR CONSIDERATION (BY DEPARTMENT)

BUILDINGS

DPW Superintendent Deaton estimated costs to repair the ceiling and lighting upstairs to get the 2nd floor usable. There was some discussion on maintaining the historical integrity of the building in terms of trying to get on the national historical register.

POLICE DEPARTMENT

Police Chief Grover is requesting another full-time officer. This would be an additional cost of \$4,800 plus benefits. One part time officer is working full time hours and another is almost at full time hours. Another full-time position would create more stability in the department. The SRO vehicle can be removed from the budget since there are plans for a discussion with the school to see if they will help to cover that cost. The Police Department applied for a grant for a fingerprinting scanner and was approved. There is a 25% match which is about \$13,000. The initial cost is \$52,000. The grant covers the first time issuance of the machine, but not replacement costs. The board is interested in learning about the lifespan of the machine and what potential replacement costs would be. There is a possibility of getting a grant for a utility trailer for car seats through the car seat program so this can be removed from the budget. A computer in the oldest vehicle, a 2013, is looking to be upgraded. Crossing signs for North Main Street at Olin Ave could be purchased which would replace the need for a crossing guard. The signs are LED with a push button upon walkup.

The Tesla had one problem with the heater which was an easy fix. The cage is on its way for install. The Police Chief found the car to be no worse in the snow than the current police vehicles.

DPW

The DPW Superintendent is interested in adding another seasonal staff member. Besides the usual planned projects, there is extra work to do on the Silver Lake Trail and Walker Road. Extra help is expected to be needed with drainage, upcoming CDBG projects, bridge work, the lead service line grant, as well as more time to dedicate to sidewalks. The village's 26 year old dump truck is the largest. A new proposed truck would hold more than the current one and has the potential to last 20 years. A plow truck can be removed. The village should pay off the debt on the current plow truck before financing another. The village needs to work on a vehicle replacement plan for DPW like there is for police vehicles. Paving of four streets is already included in the budget for over \$80,000. Water Street or Standpipe Road could be added to the list.

PARKS

A new gator, UTV, or side-by-side; something street legal is requested. A neighborhood electric vehicle (NEV) was discussed – if not for this year, potentially in the future. Purchasing materials for the Camp Hart Hat project, a project through the Business Education Council, could create

two lean-tos (10x12 structures with a metal roof and no floor) along the new trail. Other locations considered are at Memorial Park and Park Ave. A zero-turn mower dedicated to the park would mean eliminating the need to share with the WTP & DPW.

ZONING

Options be discussed at another time.

COMMUNITY BEAUTIFICATION

The village currently only has winter & summer banners. Spring and fall banners will be considered.

WATER

Scada upgrades were discussed and reduced by \$10,000. \$41,475 is to be taken from the water unassigned fund balance. An expenditure of \$92,000 is in the draft budget for a new water main on Watkins Ave. Filter #3 is needed. If lowering the budget, some money could be removed from the lead and copper study but there is uncertainty of the costs.

SEWER

There is not much change to the sewer budget. The draft is in line with BPD's rate study for revenues and expenditures. There is money in contingency which, if not needed, could help in other years. Fencing is needed at the WWTP and could be taken out of the current project's contingency. There is nothing planned for pavement in the current construction plan. The village will be getting an update on contingency for the current WWTP upgrade project.

WWTP Chief Operator Drain reported that with the flooding expected later this week, overflow is expected because of the overflow pipe.

CP Ward met with MRB Group and came up with an idea for fixing the dam.

\$100,000 gallons of water is being lost per day. Employees have been trying to locate the leak since the usage started spiking about 2 weeks ago.

Motion to adjourn was made by Trustee Draper at 8:33 pm which was seconded by Trustee Lapiana and carried with all voting aye.

Respectfully submitted,
Christina Slusser, Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 22, 2022**

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 22nd day of February 2022.

PRESENT:	Rick Hauser	Mayor
	Arlene Lapiana	Trustee
	Ernie Lawrence	Trustee
ALSO PRESENT:	Samantha Pierce	Administrator
	Christina Slusser	Village Clerk
ABSENT:	Dariel Draper	Trustee
	Jacquie Billings	Trustee

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

PRESENTATIONS & BOARD ACTIONS

MINUTES

Motion to approve the minutes from the last board meeting on February 7, 2022 was made by Trustee Lawrence, seconded by Trustee Lapiana, and carried with all voting aye.

RESOLUTION ACCEPTING RESIGNATION OF PART-TIME POLICE OFFICER, CRYSTAL ERRINGTON

WHEREAS, Mrs. Crystal Errington has tendered her resignation from the part-time position of Police Officer effective February 10, 2022; and

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

RESOLUTION SETTING A PUBLIC HEARING ON A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT

WHEREAS, the Village Board of the Village of Perry is considering a Local Law that would override the tax levy limit established in General Municipal Law 3-c; and Page 4 of 12; and

WHEREAS, the Village Board would like to hear from residents about the proposed Local Law; and

BE IT FINALLY RESOLVED, the Village Clerk is directed to provide notice of said public hearing.

RESOLUTION APPROVING PAYMENT #7 FOR VILLAGE HALL PROJECT

WHEREAS, the Village Administrator has received pay app #7 from the contractor for the Village Hall Project; and

WHEREAS, pay app #7 was received from the Picone Construction Corporation in the amount of \$56,748.25; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the following payment for Pay App #7 and directs the Village Clerk to submit a voucher for payment:

Picone Construction Corporation \$56,748.25; and

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

RESOLUTION AUTHORIZING CREATION OF BANK ACCOUNT THROUGH M&T BANK AND AUTHORIZED SIGNERS

WHEREAS, the Village of Perry is required to set up a separate local account for the Community Development Block Grant (CDBG) for the Stormwater Improvement Project 897PR105-21; and

BE IT RESOLVED, that the Perry Village Board of Trustees hereby authorizes the creation of a new bank account through M&T Bank for the CDBG Stormwater Improvement Project and authorizes the following signers: Christina Slusser – Village Clerk, Rick Hauser – Mayor, and Dariel Draper – Deputy Mayor.

Administrator Pierce is listed to request funds and therefore cannot also sign for them.

RESOLUTION APPROVING PAYMENT FOR WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village Clerk has received pay app #9 from the general contractor, Crane-Hogan Structural Systems, Inc., for the waste water treatment plant project in the amount of \$449,245.50; 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.

\$449,245.50

**RESOLUTION APPROVING PROPOSAL FROM LABELLA ASSOCIATES FOR GRANT
ADMINISTRATION SERVICES FOR THE CDBG STORMWATER PROJECT**

WHEREAS, LaBella Associates has provided a proposal for grant administration for the CDBG Stormwater Project; and

WHEREAS, the total estimated cost is not to exceed \$23,500; and

WHEREAS, the project budget for administration is \$25,000; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby approves the proposal from LaBella Associates in an amount not to exceed \$23,500.00.

**RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE
100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A
TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE**

WHEREAS, a Project for the Village of Perry Silver Lake Trail Phase 1, P.I.N. 4761.26 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Village of Perry desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Silver Lake Trail Phase 1; and

NOW, THEREFORE, the Village Board, duly convened does hereby

RESOLVED, that the Village Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Village Board hereby authorizes the Village of Perry to pay in the first instance 100% of the federal and non-federal share of the cost of the Project or portions thereof; and it is further

RESOLVED, that the sum of \$51,370.00 is hereby appropriated from General Unallocated Fund Balance and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Village of Perry shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Mayor of the Village of Perry be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Village of Perry with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED, this Resolution shall take effect immediately.

RESOLUTION APPROVING BUDGET TRANSFER FOR POLICE VEHICLE EQUIPMENT

WHEREAS, the Village Administrator is recommending purchasing the new police vehicle out of the 2021-2022 including the equipment instead of financing over three years; and

WHEREAS, the Village Administrator is recommending the following budget transfer to pay for the expenses related to the vehicle equipment:

DEBIT:	A9040.8 Workers Comp	\$11,683.00
CREDIT:	A3120.2 Police Equipment	\$11,683.00

NOW, THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to make the budget transfer to the 2021-2022 Village budget.

Given the issues experienced with M&T financing, vehicles may be paid for outright next time.

RESOLUTION FOR STANDARD WORKDAY AND REPORTING FOR ELECTED AND APPOINTED OFFICIALS

BE IT RESOLVED, that the Village of Perry hereby established the standard workday of six as found on form RS 2417-A for Trustee Lapiana and will report this official to the

New York State and Local Retirement based on their record of activity result of 0.95. The Village Clerk will appropriately post the Resolution for at least 30 days.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE NEW YORK STATE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

WHEREAS, the Village of Perry applied for New York State Community Development Block (CDBG) Grant funds for a stormwater drainage improvement project; and

WHEREAS, the Village of Perry has been awarded a maximum amount of New York State CDBG funds of \$672,500.00; and

NOW, THEREFORE BE IT RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Mayor to execute the New York State Community Development Block Grant Agreement.

Trustee Lawrence made a motion to approve the packet of resolutions detailed listed above which was seconded by Trustee Lapiana and carried with all voting aye.

2022-2023 DRAFT BUDGET

Administrator Pierce made some adjustments to the draft budget based on the last meeting's conversations. The board will plan to decide on uses for the first half (\$178,871.31) of ARPA funds received then later decide on the second half. Ideas include the footbridge project, fingerprint scanner for the police department, air packs for the fire department, a gator or golf cart for the park, and paving or sidewalks to use up the rest.

The current surplus in the draft budget is \$46,050. The board discussed the Police Department's desire for another full-time police officer. More full time officers are better for morale and retention in the department but also sets the precedent for the position. It is a huge increase and raises written in the contract must be considered. Questions arose about why two officers are on at night and if some night shift duties could be turned over to the county to avoid paying for the double shift. If a change to the double shift is considered, this would open union negotiations. Additional questions came about on scheduling, the county's involvement, and how often Perry is called to assist in other areas.

Regarding new crossing signs for the intersection at Olin Ave and Main Street, there are mixed thoughts on safety vs. convenience. There would also be a teaching aspect to it.

In the department of economic development, Letchworth Gateway Villages recently lost its director and needs some refocusing.

Chief Laraby added a new budget request of \$3,000 for a fast rescue board. It is like a modified backboard that can be used during rope and water rescue. The department does not currently have one.

Mayor Hauser made a motion to schedule a Special Budget Meeting next Monday, February 28th at 7:00 pm. The motion was seconded by Trustee Lapiana and carried with all voting aye. The village clerk will advertise the special meeting.

CLERK/DEPUTY TREASURER REPORT

FY 2021-2022

Abstract #18

Vouchers #1354 - 1447

General Fund	\$ 76,320.65
Special Grant Fund	-
Water Fund	\$ 5,665.66
Sewer Fund	\$ 11,642.24
Capital Projects Fund	\$ 3,966.75
Capital Project - Sewer Improvements	\$ 469,463.77
Trust & Agency	\$ 482.56
Silver Lake Watershed Commission	\$ 64.50
Total	\$ 567,606.13

Trustee Lawrence audited vouchers. Trustee Lapiana made a motion for payment of vouchers included in abstract 18 in the amount of \$567,606.13 which was seconded by Trustee Lawrence and carried with all voting aye. Updated financial reports were also presented. Benchmarking for streetlights will be reviewed now that they have been changed over to LEDs.

DEPARTMENT REPORTS

Monthly reports for the following departments were reviewed: Police, Water Treatment Plant, Wastewater Treatment Plant, DPW, and Parks.

At the last meeting, it was reported that 100,000 gallons of water per day is being lost. The problem area has been identified at Lincoln Ave. Water tower levels increased a couple of feet and are still at a comfortable level.

TRUSTEE REPORTS

An update was received on the footbridge project. The county might not be able to do their work by the fall. It was expected to be done this spring. Village staff is going to clear some trees to be ready for the county's part of the work. The footbridge needs to be completed for the grant, not the boardwalk. The board could consider bidding out the job instead of waiting on county assistance.

Trustee Lawrence informed the board that the Silver Lake Trail sign committee met to discuss size and locations for signs. There is a concern about a lean-to in Memorial Park that it could look too rustic for the area.

The Fire Committee discussed the water rescue training held by the Fire Department each year. The training is usually held at the state launch but this poses a problem because a section of ice needs to be opened up which could be a danger to ice fishermen. The department would like to move the training to the pond at the Village Park. Some snow would need to be cleared and the outer loop would be closed for one day. Motion to approve the use of the pond at the Village Park for water rescue training with the use of safety measures, tentatively scheduled for March 5th, was made by Mayor Hauser, seconded by Trustee Lapiana, and carried with all voting aye.

The Fire Department needs a place along the outlet to fill tanks. Their main place, the dry pump station, was just beyond the dam. A new site needs to be identified which requires DEC approval and needs to be reported so other responding units know where to go.

With there being no further business and nothing for executive session, motion to adjourn was made by Trustee Lapiana, seconded by Trustee Lawrence, and carried with all voting aye at 8:51 pm.

Respectfully submitted,
Christina Slusser, Village Clerk

**VILLAGE OF PERRY
VILLAGE BOARD MEETING MINUTES
FEBRUARY 28, 2022**

A Special Board Meeting of the Village of Perry was held at the Village Hall, 46 North Main Street, Perry, New York at 7:00 pm on the 28th day of February 2022.

PRESENT:	Rick Hauser	Mayor
	Dariel Draper	Trustee
	Arlene Lapiana	Trustee
	Ernie Lawrence	Trustee
ALSO PRESENT:	Samantha Pierce	Administrator
	Christina Slusser	Village Clerk
ABSENT:	Jacquie Billings	Trustee

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

PRESENTATIONS & BOARD ACTIONS

The purpose of this special meeting is to look at the updated budget and identify items to take out of ARPA, remove from the budget, or items to remain part of the conversation.

CONSIDERATION OF ITEMS TO REMOVE

Crossing signs for Main Street at Olin Ave. were considered and Geneseo was used as an example. Compared to Geneseo, there are more walkers in Perry. Studies show that a lot more accidents these days are caused by distracted driving. Because of safety concerns, this type of sign may be more useful in another area of the village where kids generally do not walk alone.

A resiliency study is being done now which could be used as a plug in for Comp Plan updates rather than an additional set of meetings.

A new dump truck will be removed but DPW can look for something more affordable like a used model. USDA funds could also be explored along with the development of a replacement plan. Paving of \$63,000 can be removed.

The second round of ARPA funding will come in the summer. The Village is talking with the County on Friday about Lake Street and other potential uses for ARPA – large projects will come up in the future.

Seasonal banners as part of community beautification could be cut back. If \$1,500 were budgeted, art could be done for spring banners and fall banners could be a project for next year. With the removal of these items, the draft is still overbudget.

CONSIDERATION OF ADDITIONAL ITEMS

The Police Chief is requesting an upgrade to a car computer. It was determined that the computer is not part of upfits so it would be able to be moved from an old car to a new car. A car computer lasts about 5 years.

The second floor assembly room, once the ceiling and lighting is repaired and updated, could be used for meetings.

A large part of the discussion circled around the addition of a full-time officer position. Costs would be between \$12,000 and \$28,000 if the officer would need health insurance. It would be a commitment going forward and is concerning to Mayor Hauser. For budget purposes, you would have to assume it would be \$28,000 even though the current officer might not need the insurance. Other costs associated with this need to be considered as well, such as paid time off and payment for a part-time officer to cover during periods of time off.

Mayor Hauser stated that he understands what the position would do for morale against the possibility of losing a part-time officer, but this becomes a huge commitment with raises, retirement, etc. It was questioned if there is a way to offset this with other budget items. Staff could look at the hours of double coverage and understand the scheduling issues looking to find a comfortable middle ground. Hours for double coverage would need to be negotiated because it is stated in the union contract. Additional things discussed were the level of enforcement, safety aspect, and the level of service provided by the department. Ticket revenue is not considered in the budget, as the board is revenue neutral in its thinking. The board agreed that it would be possible to create the position as long as its sustainable.

When looking at budget figures, the police budget has increased 35% over the last 4 years without the addition of a new full-time position. If money could be saved on the number of vehicles on the force, there may be room for the addition of this new position. If a full-time officer is the priority for the department, expenses will need to be reduced in another area of the police budget. The amount needed to reduce the budget to get it within the necessary range could be solved with adjustments to the police budget. The Police Committee is scheduled to meet on Tuesday where possibilities will be discussed.

Motion to adjourn the meeting was made by Mayor Hauser at 8:22 pm which was seconded by Trustee Draper and carried.

Respectfully submitted,
Christina Slusser, Village Clerk



RESOLUTION TO SCHEDULE A PUBLIC HEARING TO PROVIDE INPUT ON THE EFFECTIVENESS OF THE ADMINISTRATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the Village of Perry is nearing completion of the Village Hall ADA Improvements Project from the 2019 New York State Community Development Block Grant (CDBG) program; and

WHEREAS, the process for a CDBG project involves holding a second public hearing during the administration of an awarded grant to provide input on the effectiveness of the administration of the grant; and

WHEREAS, residents are invited to attend the hearing to provide input on the Village's community development efforts.

NOW THEREFORE, BE IT RESOLVED, that the Village of Perry will hold a Public Hearing on the CDBG program at the Village Hall, 46 N. Main Street, Perry, New York 14530 at 8:00 p.m. on March 21, 2022; and

BE IT FURTHER RESOLVED, that the Village Clerk shall publish or cause to be published a Public Hearing notice in the official newspaper of the Village and post the notice on the Village's official website.



RESOLUTION AUTHORIZING HEALTH INSURANCE PLANS FOR THE 2022-2023 RENEWAL CYCLE

WHEREAS, the Village Administrator has reviewed and evaluated the health insurance options; and

WHEREAS, the Village Administrator is recommending to offer the current plan, BCBS of WNY Silver POS 7100 HDHP and offering two additional plans, BCBS of WNY Gold POS 7100 HDHP and BCBS of WNY Bronze HMO 8000 HDHP, for the April 1, 2022 renewal; and

WHEREAS, the Village contribution for the Silver POS 7100 HDHP will remain the same, funded at 80% of the premium and 75% of the deductible into a health savings accounts; and

WHEREAS, the Village contribution for the Gold 7100 and Bronze 8000 plans will not exceed the Village's yearly contribution to the Silver 7100 plan; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the recommendation to offer the Silver POS 7100 HDHP, Gold POS 7100 HDHP and Bronze HMO 8000 HDHP for the 2022-2023 renewal year; and

BE IT FURTHER RESOLVED, the Perry Village Board directs the Village Administrator to execute any and all documents relative to the health insurance services for the upcoming plan year.



Employee
Benefit
Proposal
Summary

always beneficial

Village of Perry Healthcare Comparison - BCBSWNY Renewal and Options for April 1, 2022

Financial Analysis	Current Plan		Option 1	Option 2
	BCBS of WNY Silver POS 7100 HDHP'		BCBS of WNY Gold POS 7100 HDHP'	BCBS of WNY Bronze HMO 8000 HDHP'
	Current Rates Effective: 4/1/2021-3/31/2022	Renewal Rates Effective: 4/1/2022-3/31/2023	Rates Effective: 4/1/2022-3/31/2023	Rates Effective: 4/1/2022-3/31/2023
Single	469.61	515.70	559.66	414.92
Employee/Spouse	939.22	1,031.40	1,119.32	829.84
Family w/no Spouse	798.34	876.69	951.42	705.36
Family	1,338.39	1,469.75	1,595.03	1,182.52
# of Employees in Each Plan	17		17	17
Single	10			
Employee/Spouse	4			
Family w/no Spouse	0			
Family	3			
Projected Total Monthly Premium Per Plan	\$12,468.15	\$13,691.85		
Projected Total Annual Premium Per Plan	\$149,617.80	\$164,302.20		
Percentage of Annual Increase Per Plan (Calculated off current rates)		\$14,684.40		
		9.81%		
Projected 2021-2022 Monthly Premium	\$12,468.15			
Projected 2022-2023 Monthly Premium	\$13,691.85			
Projected Plan Year Cost Differential (04/01/2022 - 03/31/2023)	\$14,684.40	9.81%		
In-Network Services				
Metal Level	Silver		Gold	Bronze
Annual Deductible	\$1,900 Single/ \$3,800 Family (Agg)		\$1,400 Single/ \$2,800 Family (Agg)	\$6,900 Single/ \$13,800 Family (Emb)
Annual Out-of-Pocket Maximum	\$6,900 Single/ \$13,800 Family (Emb)		\$3,900 Single/ \$7,800 Family (Emb)	\$6,900 Single/ \$13,800 Family (Emb)
Diagnostic Primary Care Visit / Diagnostic Specialist Visit	\$25 Copay; Subject to Deductible / \$50 Copay; Subject to Deductible		\$20 Copay; Subject to Deductible / \$40 Copay; Subject to Deductible	Covered at 100%; Subject to Deductible
Prescription Rx	\$5 Tier 1/ \$30 Tier 2/ 50% Tier 3; Subject to Deductible. Preventive Drugs not Subject to Deductible.		\$5 Tier 1/ \$30 Tier 2/ 50% Tier 3; Subject to Deductible. Preventive Drugs not Subject to Deductible.	Covered at 100%; Subject to Deductible.
Inpatient Hospital	\$750 Copay; Subject to Deductible		\$500 Copay; Subject to Deductible	Covered at 100%; Subject to Deductible
Outpatient Surgery (Facility Copay)	\$150 Copay; Subject to Deductible		\$150 Copay; Subject to Deductible	Covered at 100%; Subject to Deductible
Emergency Room	\$250 Copay; Subject to Deductible		\$200 Copay; Subject to Deductible	Covered at 100%; Subject to Deductible
Urgent Care Center	\$75 Copay; Subject to Deductible		\$50 Copay; Subject to Deductible	Covered at 100%; Subject to Deductible
Diagnostic X-Ray (Office / Facility)	\$50 Copay; Subject to Deductible		\$40 Copay; Subject to Deductible	Covered at 100%; Subject to Deductible
Diagnostic Lab	\$50 Copay; Subject to Deductible		\$40 Copay; Subject to Deductible	Covered at 100%; Subject to Deductible
Out of Network Coverage	Out of Network Coverage is available on this plan. Please see SBC for additional details.		Out of Network Coverage is available on this plan. Please see SBC for additional details.	n/a
Part D Creditability	Creditable		Creditable	Not Creditable
Additional Benefits	Blue365; Domestic Partner; Pediatric Vision; Eyewear Discount; \$250 Wellness Card		Blue365; Domestic Partner; Pediatric Vision; Eyewear Discount; \$250 Wellness Card	Blue365; Domestic Partner; Pediatric Vision; Eyewear Discount; \$250 Wellness Card

¹ Underwriting and Participation Guidelines Apply
*Pediatric Dental is a mandatory benefit in NYS unless the group qualifies to waive the benefit under NY CLS INS § regulation(s); Rates shown include Pediatric Dental
Prepared: 2-4-22

This carrier is not rated by the A.M. Best Company because it does not meet Best's minimum standard for rating or has chosen not to participate in the A.M. Best rating process. Accordingly, you should be aware that we are unable to adequately evaluate this insurance company under our carrier financial standard (A.M. Best A- or higher)
An alternate quotation through an A.M Best-rated carrier may have been provided. Your choice of carrier should be made by weighing the positives and negatives of pricing, service, and carrier financial cona
We will provide any additional available information you may request to assist you in this decision. Please let us know if you have any questions.
This is not a contract or binding agreement. The above information is provided in summary for ease of comparison only. Refer to your plan booklet for actual details.
In the event there is a discrepancy between the information presented here and the actual plan document, the plan document controls.
All benefits subject to medical necessity. Plan may be subject to Underwriting Guidelines. 2022-2023 Rates

	Monthly	ER Monthly	EE Monthly	EE per pay			Village Yearly
Silver POS 7100	Premium	Cost	Cost	period	Deductible	Village 75%	Cost
Single	\$ 515.70	\$ 412.56	\$ 103.14	\$ 47.60	\$ 1,900.00	\$ 1,425.00	\$ 6,375.72
Employee/Spouse	\$ 1,031.40	\$ 825.12	\$ 206.28	\$ 95.21	\$ 3,800.00	\$ 2,850.00	\$ 12,751.44
Employee/Children	\$ 876.69	\$ 701.35	\$ 175.34	\$ 80.93	\$ 3,800.00	\$ 2,850.00	\$ 11,266.22
Family	\$ 1,469.75	\$ 1,175.80	\$ 293.95	\$ 135.67	\$ 3,800.00	\$ 2,850.00	\$ 16,959.60

	Monthly	ER Monthly	EE Monthly	EE per pay			Village Yearly
Bronze 8000	Premium	Cost	Cost	period	Deductible	Village	Cost
Single	\$ 414.92	\$ 331.94	\$ 82.98	\$ 38.30	\$ 6,900.00	\$ 2,392.49	\$ 6,375.72
Employee/Spouse	\$ 829.84	\$ 663.87	\$ 165.97	\$ 76.60	\$ 13,800.00	\$ 4,784.98	\$ 12,751.44
Employee/Children	\$ 705.36	\$ 564.29	\$ 141.07	\$ 65.11	\$ 13,800.00	\$ 4,494.77	\$ 11,266.22
Family	\$ 1,182.52	\$ 946.02	\$ 236.50	\$ 109.16	\$ 13,800.00	\$ 5,607.41	\$ 16,959.60

	Monthly	ER Monthly	EE Monthly	EE per pay			Village Yearly
Gold 7100	Premium	Cost	Cost	period	Deductible	Village	Cost
Single	\$ 559.66	\$ 447.73	\$ 111.93	\$ 51.66	\$ 1,400.00	\$ 1,002.98	\$ 6,375.72
Employee/Spouse	\$ 1,119.32	\$ 895.46	\$ 223.86	\$ 103.32	\$ 2,800.00	\$ 2,005.97	\$ 12,751.44
Employee/Children	\$ 951.42	\$ 761.14	\$ 190.28	\$ 87.82	\$ 2,800.00	\$ 2,132.59	\$ 11,266.22
Family	\$ 1,595.03	\$ 1,276.02	\$ 319.01	\$ 147.23	\$ 2,800.00	\$ 1,647.31	\$ 16,959.60

Buyout	Annual	Per pay period
Single	\$ 1,633.74	\$ 62.84
Employee/Spouse	\$ 3,267.48	\$ 125.67
Employee/Children	\$ 2,777.35	\$ 106.82
Family	\$ 4,656.17	\$ 179.08



RESOLUTION ACKNOWLEDGING EXAMINATION OF COURT RECORDS FOR THE FISCAL YEAR ENDING MAY 31, 2021

WHEREAS, the Village of Perry Board of Trustees has hired Allied Financial Partners to conduct an audit for the fiscal year ending May 31, 2021, of the Justice Court of the Village of Perry; and

WHEREAS, Allied Financial Partners has provided their findings of the Justice Courts procedures for the Village of Perry Board of Trustees review; and

NOW, THEREFORE BE IT RESOLVED, the Village Board of the Village of Perry in compliance with New York State Law, Unified Justice Court Act Section 2019-a accepts Allied Financial Partners review of the court records; and

BE IT FURTHER RESOLVED, the Perry Village Board directs the Village Administrator to provide a copy of the resolution and report to the State of New York Unified Court System.

**Village of Perry, New York
Justice Court**

**Independent Accountant's Report
On Applying Agreed-Upon Procedures
May 31, 2021**

Village of Perry, New York
Justice Court

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INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Honorable Village Board of the
Village of Perry, New York:

We have performed the procedures enumerated below on the Village of Perry, New York's Justice Court records for the period June 1, 2020 – May 31, 2021. The Village of Perry, New York's management is responsible for the Village Justice Court records.

The Village of Perry, New York (the Village) has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of determining the accuracy and compliance of the Village of Perry, New York's Justice Court records in accordance with the New York State's General Recordkeeping Requirements for Town and Village Justice Courts. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

Justice Court Records – Justice Kelsey

Procedure #1

Review the Justice Court records for cash receipts, cash disbursements, and bank reconciliations.

Findings

No other exceptions noted.

Procedure #2

Complete Appendix 10 – Annual Checklist for Review of Justice Court Records.

Findings

See completed and attached Appendix 10 – Annual Checklist for Review of Justice Court Records.

Procedure #3

Review and reconcile reports sent to Village and state agency.

Findings

No exceptions noted.

Procedures #4-11

Verify all record keeping requirements promulgated by the Office of Court Administration are adhered to. Requirements and independent accountant's findings are as follows:

Procedure #4

Maintain individual case files containing all papers and other documents pertaining to each case.

Findings

No exceptions noted.

BUFFALO

36 Niagara Street
Tonawanda, NY 14150
P: (716) 694-0336

COOPERSTOWN

55-57 Grove Street
Cooperstown, NY 13326
P: (607) 282-4161

ONEONTA

189 Main Street, Suite 302
Oneonta, NY 13820
P: (607) 432-3462

PERRY

199 S. Main Street, PO Box 1
Perry, NY 14530
P: (585) 237-3887

ROCHESTER

150 State Street, Suite 301 A
Rochester, NY 14614
P: (585) 410-6733

VICTOR

6536 Anthony Drive, Suite B
Victor, NY 14564
P: (585) 410-6733

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES (Continued)

Justice Court Records – Justice Kesley (Continued)

Procedure #5

Maintain an index of all cases.

Findings

No exceptions noted.

Procedure #6

Maintain a cashbook, which chronologically itemizes all receipts and disbursements.

Findings

No exceptions noted.

Procedure #7

Maintain official bank accounts in accordance with 22NYCRR §214.9.

Findings

No exceptions noted.

Procedure #8

Issue acceptable receipt forms for all moneys collected.

Findings

No exceptions noted.

Procedure #9

Deposit all moneys received to official bank accounts within 72 hours of collection.

Findings

7% of all moneys received were not deposited within 72 hours of collection. No other exceptions were noted.

Procedure #10

Make all disbursements by check signed by the Justice except for acceptable petty cash transactions.

Findings

No exceptions noted.

Procedure #11

Submit monthly reports and remittance to the Justice Court Fund within 10 days after end of month collected in accordance with the State Finance Law §99-a.

Findings

No exceptions noted.

(Continued)

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES (Continued)

Justice Court Records – Justice Miller

Procedure #1

Review the Justice Court records for cash receipts, cash disbursements, and bank reconciliations.

Findings

No exceptions noted.

Procedure #2

Complete Appendix 10 – Annual Checklist for Review of Justice Court Records.

Findings

See completed and attached Appendix 10 – Annual Checklist for Review of Justice Court Records.

Procedure #3

Review and reconcile reports sent to Village and state agency.

Findings

No exceptions noted.

Procedures #4-11

Verify all record keeping requirements promulgated by the Office of Court Administration are adhered to. Requirements are as follows:

Procedure #4

Selected a sample of 24 cases and the Court was unable to find 4 of the cases. No other exceptions noted.

Findings

No exceptions noted.

Procedure #5

Maintain an index of all cases.

Findings

No exceptions noted.

Procedure #6

Maintain a cashbook, which chronologically itemizes all receipts and disbursements.

Findings

No exceptions noted.

Procedure #7

Maintain official bank accounts in accordance with 22NYCRR §214.9.

Findings

No exceptions noted.

Procedure #8

Issue acceptable receipt forms for all moneys collected.

Findings

No exceptions noted.

(Continued)

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES (Continued)

Justice Court Records – Justice Miller – (Continued)

Procedure #9

Deposit all moneys received to official bank accounts within 72 hours of collection.

Findings

Less than 5% of moneys received were not deposited to the official bank accounts within 72 hours. No other exceptions noted.

Procedure #10

Make all disbursements by check signed by the Justice except for acceptable petty cash transactions.

Findings

No exceptions noted.

Procedure #11

Submit monthly reports and remittance to the Justice Court Fund within 10 days after end of month collected in accordance with the State Finance Law §99-a.

Findings

There were four instances in which the court did not remit monthly reports to the Justice Court Fund within 10 days after the end of the month. No other exceptions noted.

We were engaged by the Village of Perry, New York to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the Village Justice Court records. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Village of Perry, New York and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Village of Perry, New York, the Village Board, the New York State Office of the State Comptroller, and the Village Justice Court and is not intended to be, and should not be, used by anyone other than those specified parties.

Allied CPAs, P.C.

Rochester, NY
February 3, 2022

VILLAGE OF PERRY, NEW YORK
JUSTICE COURT
SCHEDULE OF FINES COLLECTED
FOR THE YEAR ENDED MAY 31, 2021

TOTAL FINES COLLECTED

<u>Month</u>	<u>Judge</u>	<u>Kesley</u>	<u>Judge</u> <u>Miller</u>	<u>Total</u>	<u>Town's Share</u>
June	\$	-	\$ 13,722	\$ 13,722	\$ 7,477
July		-	11,329	11,329	7,643
August		-	16,348	16,348	11,369
September		-	30,030	30,030	21,663
October		-	21,193	21,193	14,482
November		-	23,156	23,156	13,864
December		-	14,349	14,349	9,687
January		-	8,125	8,125	5,203
February		4,142	6,533	10,675	5,969
March		8,598	5,051	13,649	7,587
April		7,817	9,389	17,206	10,804
May		6,764	6,436	13,200	7,519
	\$	27,321	\$ 165,661	\$ 192,982	\$ 123,266

See Independent Accountant's Report
On Agreed-Upon Procedures

Appendix 10 – Annual Checklist for Review of Justice Court Records

Name of Municipality:

Village of Perry

Month Reviewed:

6/1/20

Through

5/31/21

Name of Justice:

Tammy Helsey

Review Performed By:

Allied CPAs PC

Date

2/7/22

Annual Checklist for Review of Justice Court Records

	Yes	No
<u>Cash Receipts Book</u>		
▶ Are pre-numbered receipt forms issued for all collections?	☒	☐
▶ Are duplicate receipts kept for court records?	☒	☐
▶ Are receipts recorded up-to-date?	☒	☐
<i>Last recorded receipt:</i> # <u>0217</u> Date <u>5/25/21</u> Amount <u>150.00</u>		
▶ Is the receipt book maintained in a manner to identify date received, payer, and the amount of fines, fees, bail and other categories of collection?	☒	☐
▶ Are deposits identified?	☒	☐
▶ Are duplicate deposit slips kept for court records?	☒	☐
▶ Are deposits made within 72 hours of collection (exclusive of Sundays and holidays)?	☐	☒
▶ Are deposits recorded up-to-date?	☒	☐
<i>Last recorded deposit:</i> Date <u>5/25/21</u> Amount <u>1,415.00</u>		
▶ Is the receipt book totaled and summarized at the end of each month?	☒	☐
<i>Last Month Totaled and Summarized</i> <u>May</u>		
<u>Cash Disbursements Book</u>		
▶ Are pre-numbered checks used for all disbursements other than petty cash?	☒	☐
▶ Are all checks signed by the Justice?	☒	☐
▶ Are canceled checks (or check images) returned with bank statements and kept for court records?	☐	☒
▶ Are checks recorded up-to-date?	☒	☐
<i>Last recorded check:</i> # <u>1105</u> Date <u>6/8/21</u> Amount <u>6,764.00</u>		
<u>Bank Reconciliations</u>		
▶ Are bank accounts reconciled promptly after bank statements are received?	☒	☐
<i>Last Bank Reconciliation for Each Bank Account:</i> Date Performed <u>6/10/21</u> Month Ending <u>5/21</u>		
<u>Additional Supporting Records</u>		
▶ Is a list of bail maintained?	☐	☒
▶ Is a record of uncollected installment payments maintained?	☒	☐

Annual Checklist for Review of Justice Court Records

	Yes	No
<u>Dockets and Case Files</u>		
▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims?	☒	☐
▶ Are case files maintained for all cases? If manual, an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case files are filed by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address.	☒	☐
▶ Do dockets for disposed cases appear to be complete?	☒	☐
▶ Do dockets for disposed cases agree with amounts reported?	☒	☐

Cash Book Reconciliation

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

Last Cash Reconciliation:

Date Performed 6/10/21 Month Ending 5/21

Reports to the Division of Criminal Justice Services

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

Reports to the Justice Court Fund

- | | | |
|--|-------------------------------------|-------------------------------------|
| ▶ Are reports made timely to the Justice Court Fund? | ☒ | ☐ |
| ▶ Do reported amounts agree with docket dispositions and case files? | ☒ | ☐ |
| ▶ Do reported amounts agree with cash receipt and disbursement books? | ☒ | ☐ |
| Last report submitted: Month Ending <u>5/21</u> Date <u>6/8/21</u> Amount <u>6,764</u> | | |
| ▶ Has the court received any notices regarding late reporting? | ☐ | ☒ |
| If yes, why were the reports late and what corrective actions were taken? _____ | | |

Annual Checklist for Review of Justice Court Records

Yes No

Reporting to the Department of Motor Vehicles - TSLED Program

- Has the court received any notices regarding pending cases?
If yes, why were the cases pending and what corrective actions were taken, if any _____

○ ✓

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

- Are reports from TSLED to the court maintained and utilized?
Last TSLED Report Available: Date 2/4/22

✓ ○

Note: Courts can access reports on-line from TSLED at any time.

- How many cases are shown as pending in the last TSLED report? 113

✓ ○

- Is the number of pending cases reasonable?
- How many cases are shown as pending for more than 90 days? 113
- What actions have been taken to dispose of these cases?

Scofflaw for no-shows & no-responses

Overall Evaluation

See Independent Accountant's Report
on Agreed Upon Procedures:

Appendix 10 – Annual Checklist for Review of Justice Court Records

Name of Municipality:

Village of Perry

Month Reviewed:

06/1/2020

Through

05/31/2021

Name of Justice:

Charles Miller

Review Performed By:

Allied CPAs PC

Date

2/7/22

Annual Checklist for Review of Justice Court Records

	Yes	No
<u>Cash Receipts Book</u>		
▶ Are pre-numbered receipt forms issued for all collections?	☒	☐
▶ Are duplicate receipts kept for court records?	☒	☐
▶ Are receipts recorded up-to-date?	☒	☐
<i>Last recorded receipt:</i> # <u>0212</u> Date <u>5/25/21</u> Amount <u>10.00</u>		
▶ Is the receipt book maintained in a manner to identify date received, payer, and the amount of fines, fees, bail and other categories of collection?	☒	☐
▶ Are deposits identified?	☒	☐
▶ Are duplicate deposit slips kept for court records?	☒	☐
▶ Are deposits made within 72 hours of collection (exclusive of Sundays and holidays)?	☐	☒
▶ Are deposits recorded up-to-date?	☒	☐
<i>Last recorded deposit:</i> Date <u>5/25/21</u> Amount <u>162.00</u>		
▶ Is the receipt book totaled and summarized at the end of each month?	☒	☐
<i>Last Month Totaled and Summarized</i> <u>May</u>		
<u>Cash Disbursements Book</u>		
▶ Are pre-numbered checks used for all disbursements other than petty cash?	☒	☐
▶ Are all checks signed by the Justice?	☒	☐
▶ Are canceled checks (or check images) returned with bank statements and kept for court records?	☐	☒
▶ Are checks recorded up-to-date?	☒	☐
<i>Last recorded check:</i> # <u>731</u> Date <u>6/8/21</u> Amount <u>6,436.00</u>		
<u>Bank Reconciliations</u>		
▶ Are bank accounts reconciled promptly after bank statements are received?	☒	☐
<i>Last Bank Reconciliation for Each Bank Account:</i> Date Performed <u>6/10/21</u> Month Ending <u>5/21</u>		
<u>Additional Supporting Records</u>		
▶ Is a list of bail maintained?	☒	☐
▶ Is a record of uncollected installment payments maintained?	☒	☐

Annual Checklist for Review of Justice Court Records

	Yes	No
<u>Dockets and Case Files</u>		
▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims?	☒	☐
▶ Are case files maintained for all cases? If manual, an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case files are filed by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address.	☒	☐
▶ Do dockets for disposed cases appear to be complete?	☒	☐
▶ Do dockets for disposed cases agree with amounts reported?	☒	☐

Cash Book Reconciliation

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

Last Cash Reconciliation:

Date Performed 6/10/21 Month Ending 5/21

Reports to the Division of Criminal Justice Services

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

Reports to the Justice Court Fund

- | | | |
|--|-------------------------------------|-------------------------------------|
| ▶ Are reports made timely to the Justice Court Fund? | ☐ | ☒ |
| ▶ Do reported amounts agree with docket dispositions and case files? | ☒ | ☐ |
| ▶ Do reported amounts agree with cash receipt and disbursement books?
Last report submitted: Month Ending <u>5/21</u> Date <u>6/8/21</u> Amount <u>6,436.00</u> | ☒ | ☐ |
| ▶ Has the court received any notices regarding late reporting?
If yes, why were the reports late and what corrective actions were taken? _____ | ☐ | ☒ |

Annual Checklist for Review of Justice Court Records

Yes No

Reporting to the Department of Motor Vehicles - TSLED Program

- Has the court received any notices regarding pending cases? ☐ ☒
 If yes, why were the cases pending and what corrective actions were taken, if any _____

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

- Are reports from TSLED to the court maintained and utilized? ☐ ☐
 Last TSLED Report Available: Date 2/4/22
 Note: Courts can access reports on-line from TSLED at any time.

- How many cases are shown as pending in the last TSLED report? 357 ☐ ☐
 • Is the number of pending cases reasonable? ☐ ☐
 • How many cases are shown as pending for more than 90 days? 357
 • What actions have been taken to dispose of these cases?
Scofflaw for no-response & no-shows.

Overall Evaluation

See Independent Accountant's Report on
Agreed Upon Procedures.



RESOLUTION AUTHORIZING PURCHASE OF BRIDGE FROM CONTECH ENGINEERED SOLUTIONS

WHEREAS, the Village has received three quotes for the manufacturing of the bridge for the Silver Lake Footbridge Project; and

WHEREAS, Contech Engineered Solutions provided the lowest bid at \$52,750.00; and

WHEREAS, the recommendation of the project's engineer, SWBR, the project's grant administrator, LaBella Associates, and the Village Administrator would be to purchase the bridge from Contech Solutions; and

NOW, THEREFORE BE IT RESOLVED, that the Perry Village Board of Trustees hereby approves the purchase of the bridge from Contech Engineered Solution in an amount of \$52,750.00 to be paid from the capital project budget line HC7997.2; and

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

Quote # QUO-482681-Y3D2J4					
Date	2/4/2022	Account Name	Village of Perry	Reply-To	
Quote #	QUO-482681-Y3D2J4	Contact Name	Village of Perry	Contech Rep.	Dan Logel
		Phone	(585) 237-2216	Address	6541 Webster Road, Orchard Park, NY, 14127
Project Name	Silver Lake Trail Extension Pedestrian Bridge	Fax		Phone	716-445-8087
Project #	683714	Email		Fax	513-824-8973
Project City/State	Perry, NY			Email	Dan.Logel@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Continental Pedestrian - • Bridge Model: Continental Connector Pedestrian Steel Truss • Configuration: H-section • Length: 60 ft (out to out dimension) • Width: 6 ft (clear between railing elements) • Finish: Unpainted weathering steel • Decking: Pressure treated wood • Railing Type: Horizontal safety rails spaced at 4" max up to 48" above deck • Included safety features: Toe plate, rub rail • Design Code: AASHTO LRFD Guide Specification for Design of Pedestrian Bridges • Design Vehicle: 4,000 lbs) • Live Load: 90 psf • Bearing pads and plates: Included • Preliminary Assembled Weight: 14,000 lbs (to be verified upon final design) • Number of sections: 1	1.00	1.00	\$52,750.00	EA	\$52,750.00
					Total	\$52,750.00
(Tax not included)					Net Total	\$52,750.00

Standard Notes

- 1.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.
- 2.Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.
- 3.In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials within 30 days of requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 5% per month of the selling price of the stored materials that are not shipped within 30 days after the requested delivery date for storage and handling.
- 4.LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
- 5.One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
- 6.Preliminary Assembled ship weight: Approximately +/- 14,000 lbs. subject to final design. Contech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
- 7.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
- 8.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
- 9.The estimated lead time for the submittal package is 6 weeks from the receipt of a signed purchase document and receipt of the required design and project information. Submittal lead times are subject to adjustment at time of order based upon current Engineering backlog. Approval review process is in addition to stated timeframes. The current estimated manufacturing lead time for this material is 14 weeks. Manufacturing and delivery lead times are subject to adjustment at the time Contech is given approval to fabricate based upon production capacity and delivery curfews or other travel restrictions.

Quote # QUO-482681-Y3D2J4

Standard Notes

10. This material will be manufactured for this particular project and is not subject to cancellation. See Section 16 of the Contech COS.
11. This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.
12. This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

Scope Of Work

Continental Pedestrian

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HERewith AND VIEWABLE AT www.conteches.com/cos		By	Dan Logel
Company		(O)	716-445-8087
By		(F)	513-824-8973
Title		(Cell)	
Date		Title	

Quote # QUO-482681-Y3D2J4

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15



RESOLUTION APPOINTING STEVE DEATON, VILLAGE DPW SUPERINTENDENT, AS LABOR STANDARDS OFFICER FOR THE 2021 CDBG PROGRAM

WHEREAS, the Village of Perry has received funding under the 2021 Community Development Block Grant (CDBG) Program for stormwater improvements; and

WHEREAS, the Village is required to designate a Labor Standards Officer for the project whose primary responsibility will be to review and sign off on certified payroll reports for the stormwater improvements project; and

BE IT RESOLVED, the Village of Perry Board of Trustees hereby appoints Steve Deaton, Village DPW Superintendent, to serve as the Labor Standards Officer for the 2021 CDBG Program and directs the Village Clerk to provide a certified copy to Christina Owens, Program Manager for LaBella Associates.



RESOLUTION AUTHORIZING ADDITIONAL COST FOR VILLAGE HALL ASBESTOS TESTING

WHEREAS, at the Village Board meeting on October 18, 2021, the Village of Perry Board of Trustees approved a proposal from Stohl Environmental to test the entire Village Hall for asbestos and complete a report in the amount of \$3,165; and

WHEREAS, due to inconsistency in the plaster throughout the Village Hall, the total number of samples and cost has exceeded that proposal and the additional cost to complete the full report for asbestos for the Perry Village Hall would be \$1,095; and

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves the additional cost of \$1,095 for the Village Hall asbestos testing report.

From: [Tony Franjoine Jr \(TonyJR@stohlenvironmental.com\)](mailto:TonyJR@stohlenvironmental.com)
To: [LaLuce Mitchell](#)
Cc: [Samantha Pierce](#); [Paul Maier](#)
Subject: RE: Perry Village Hall - asbestos report status for remainder of building
Date: Tuesday, January 4, 2022 5:46:14 PM
Attachments: [2021-572 Flynn Battaglia- Perry Village Hall 46 N Main St Perry- Proposal for Inspection of Remainder of Bldg 10-13-21.pdf](#)

Good Afternoon, LaLuce.

The field work for the inspection is finished and the report is drafted. However, we have bulk samples collected of plaster that we have not yet had analyzed. At your direction and due to the inconsistent nature of asbestos in plaster throughout the building, we collected samples from each space. This, of course, resulted in the number of bulk samples collected exceeding the proposal. Our original proposal (attached) did not account for plaster sampling in each space. Thankfully, plaster samples are friable and the analysis of these types of materials is less expensive. If all samples of plaster collected (samples from each space) are analyzed, the cost would be an additional \$1,095. Do we have approval to analyze these samples?

Thank you.

Tony Franjoine, Jr. | Partner
Stohl Environmental, LLC
3860 California Road
Orchard Park, New York 14127
Buffalo, New York 14219
Ofc: 716-312-0070 | Mobile: 716-998-8701
Fax: 716-312-8092 | Email: tonyjr@stohlenv.com

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From: LaLuce Mitchell <lmitchell@flynnbattaglia.com>
Sent: Tuesday, January 4, 2022 3:34 PM
To: Tony Franjoine Jr <TonyJR@stohlenvironmental.com>
Cc: Samantha Pierce <spierce@villageofperry.com>; Paul Maier <PMaier@stohlenvironmental.com>
Subject: RE: Perry Village Hall - asbestos report status for remainder of building

Good afternoon Tony,

Just checking back in on the status of the asbestos report for Perry Village Hall, per email below.

Thanks!

-LaLuce

Mr. LaLuce Mitchell, RA, LEED AP
Preservation Architect



617 Main Street, Suite S-401
Buffalo, NY 14203-1400

P 716.854.2424 ext. 122

www.flynnbattaglia.com
[FBA on facebook](#)

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From: LaLuce Mitchell

Sent: Thursday, December 16, 2021 5:57 PM

To: Tony Franjoine Jr <TonyJR@stohlenvironmental.com>

Cc: Samantha Pierce <spierce@villageofperry.com>; Paul Maier <PMaier@stohlenvironmental.com>

Subject: Perry Village Hall - asbestos report status for remainder of building

Good afternoon Tony,

Just checking with you on the status of the asbestos report for the remainder of Perry Village Hall. Has that been completed or if not, do you have an expected completion date?

I learned at the construction meeting today that the elevator is being delivered late this month, so that information will soon become necessary as they run the new electrical lines, etc. to the elevator from the basement.

Thanks very much,

-LaLuce

Mr. LaLuce Mitchell, RA, LEED AP
Preservation Architect



617 Main Street, Suite S-401
Buffalo, NY 14203-1400

P 716.854.2424 ext. 122

www.flynnbattaglia.com
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October 11, 2021

Revised October 13, 2021

Ms. Samantha Pierce
Village of Perry
46 North Main Street
Perry, New York 14530

**Re: Proposal for Asbestos, Lead-Based Paint, and PCBs in Caulks/Sealants
Perry Village Hall
46 North Main Street
Perry, New York
Inspection in Remainder of Village Hall Portion of Building
Interior & Exterior (Roof Excluded)**

Dear Ms. Pierce:

Thank you for allowing Stohl Environmental LLC to submit this proposal to complete asbestos, lead-based paint, and PCBs in caulks/sealants inspection work at the Perry Village Hall as listed above.

Stohl Environmental LLC is well qualified to perform the scope of work associated with this project, including the following credentials:

- **Experience:** Stohl Environmental LLC has successfully completed thousands of similar projects over the past 33 years, including projects for:
 - Western New York's largest development and architectural / engineering firms,
 - New York Power Authority including the asbestos inspection of the entire Niagara Power Plant in Lewiston, NY and the St. Lawrence FDR Power Project in Massena, NY,
 - the former Millard Fillmore Gates Hospital in Buffalo, NY
 - the Buffalo Airport Center (Pre-Demolition Asbestos Inspection of the Former Westinghouse Plant),
 - American Axle in Buffalo, NY,
 - the AMPAC In-Space Propulsion Buildings in Niagara Falls, NY
 - the former Bethlehem Steel Plant in Lackawanna, NY, and
 - the City of Niagara Falls (over 500 Pre-Demolition Asbestos Inspection).
- **Capacity:** Stohl Environmental LLC has the largest staff of environmental professionals engaged in asbestos and lead-based paint inspections and design in WNY.
- **Documented Protocols and Quality Control:** A check of our references will reveal that Stohl Environmental inspection and abatement design projects are carefully managed and are targeted to bring our projects in on-time and on-budget.
- **Insurance:** Stohl Environmental carries \$6 million in professional and general liability coverage and will name the client as additional insured upon request.

Survey work will include:

- Review of previously completed inspection reports including original report prepared by Sienna and subsequent reports prepared by Stohl Environmental,
- Inspection of the interior and exterior areas and materials throughout the remainder of the Village Hall (Fire Department wing and all roofs are excluded),
- Conduct material sampling of suspect materials as needed of materials not previously tested,
- Conduct material sampling of suspect materials for confirmatory purposes as needed,
- Onsite analysis for lead-based paint by XRF methods,
- Independent laboratory analysis of suspect asbestos material by an accredited laboratory,
- Independent analysis of suspect PCBs in caulks by an accredited laboratory,
- Review of sample results, and
- Produce an updated and compiled asbestos, lead-based paint, and PCBs in caulks/sealants inspection report in industry standard format to include at minimum the laboratory sample reports, chain of custody documents, executive summary and a listing of sample locations.

Proposed Fees:

DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL
Inspection Labor			
Asbestos and PCBs in Caulks/Sealants Inspection and Preparation of Report			\$1,235
Estimated Lab fees			
Polarized Light Microscopy (PLM) Analysis- for friable materials such as plasters, pipe insulation, etc.	\$15/sample	18 samples	\$270
Polarized Light Microscopy (PLM) Analysis- for Non-friable materials such as floor tiles, ceiling tiles, linoleums, mastics, caulking, etc.	\$25/sample	14 samples	\$350
Transmission Electron Microscopy (TEM) Analysis- for Non-friable materials such as floor tiles, ceiling tiles, linoleums, mastics, caulking, etc.	\$50/sample	14 samples	\$700
Analysis of Caulks/Sealants for PCB Content by EPA 8082	\$90/sample	4 samples	\$360
Inspection for Lead-Based Paint Utilizing XRF			\$250
ESTIMATED TOTAL			\$3,165

Summary and Acceptance:

If you have any questions on this proposal, or suggestions on how Stohl Environmental LLC can better serve you, please do not hesitate to call. Thank you for calling Stohl Environmental, LLC.

Sincerely,
Stohl Environmental, LLC.

Proposed by:



Tony Franjoine, Jr.

Accepted by:

10/13/21

Date

On behalf of Village of Perry

Date



RESOLUTION AUTHORIZING CHANGE ORDER #6 AND BUDGET AMENDMENT FOR THE VILLAGE HALL CAPITAL PROJECT

WHEREAS, Flynn Battaglia has presented Change Order #6 regarding the Village Hall Capital Project in the amount of \$2,208.12 for the following items:

- Sitework for drainage piping at the base of the rear stairs
- Increase cost in the price of the linoleum flooring for elevator lobbies
- Installing of a new gypsum board ceiling and furring of one wall in the first-floor elevator lobby; and

WHEREAS, the Village of Perry has approved additional change orders and testing that has been needed for the Village Hall capital project resulting in an increase of the Village's contribution; and

WHEREAS, the Village Administrator is proposing the following budget amendment for the Village Hall Capital Project to cover expenses to date and expected expenditures for the remainder of the project:

DEBIT:	A599 General Unassigned Fund Balance	\$ 143,398.30	
CREDIT:	A9901.9 Interfund Transfers		\$ 143,398.30
DEBIT:	A9950.9 Transfer to Capital Projects	\$ 143,398.30	
CREDIT:	A201 Savings		\$ 143,398.30
DEBIT:	CD201 Savings	\$ 143,398.30	
CREDIT:	CD5031 Interfund Transfers		\$ 143,398.30
DEBIT:	CD5031 Interfund Transfers	\$ 143,398.30	
CREDIT:	CD8666.22 Building Construction		\$ 143,398.30

BE IT RESOLVED, that the Village of Perry Board of Trustees hereby approves Change Order #6 in the amount of \$2,208.12 and authorizes the Mayor to execute the change order documents; and

BE IT FURTHER RESOLVED, that the Village of Perry Board of Trustees hereby authorizes the Village Administrator to make the budget amendments for the Village Hall capital project.

CHANGE ORDER



FLYNN|BATTAGLIA

OWNER ☒
ARCHITECT ☒
CONSULTANT ☐
FIELD ☐
OTHER ☐

PROJECT: Perry Village Hall: ADA Improvements
(Name and address) 46 North Main Street
Perry, NY 14530

CHANGE ORDER NUMBER: 006

DATE: March 3, 2022

TO CONTRACTOR: Picone Construction Corp.
(Name and address) 10995 Main Street
Clarence, NY 14031

ARCHITECT'S PROJECT NO: 00370.00

CONTRACT DATE: June 24, 2021

CONTRACT FOR: General Construction

The Contract is changed as follows:

This Change Order is a contract change reflecting the work outlined in the attached Change Proposal Requests #8 Rev1, #12, and #13 submitted by Picone Construction Corp.

CP #8 Rev 1: Revisions to sitework scope at base of rear stair	\$ 617.10
CP #12: Inflation costs and increase in area of linoleum flooring	\$ 746.35
CP #13: Addition of gypsum board ceiling and wall furring at first floor elevator lobby	\$ 844.67
TOTAL:	\$ 2,208.12

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was	\$	413,800.00
Net change by previously authorized Change Orders	\$	111,733.68
The Contract Sum prior to this Change Order was	\$	525,533.68
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	2,208.12
The new Contract Sum including this Change Order will be	\$	527,741.80
The Contract Time will be (increased) (decreased) (unchanged) by	n/a	() days.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT
Flynn Battaglia Architects, DPC
Address
617 Main Street, Suite 401
Buffalo, NY 14203

CONTRACTOR
Picone Construction Corp.
Address
10995 Main Street
Clarence, NY 14031

OWNER
Village of Perry
Address
46 N. Main Street
Perry, NY 14530

BY *La Luce Mitchell*
DATE 3/3/2022

BY *John Budnick*
DATE 03/04/22

BY _____
DATE _____



FLYNN | BATTAGLIA

ARCHITECTURE
PRESERVATION
PLANNING
BUILDING SCIENCE

March 3, 2022

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

Re: **Change Order #6**
Perry Village Hall: ADA Improvements
46 North Main Street
Perry, NY 14530

Dear Samantha:

During the construction process, some small items have added additional cost to the project, which are together reflected in the enclosed change order.

This change order reflects the following work items:

- The addition of a small amount of sitework associated with drainage piping at the base of the new rear stair, as described in the attached Change Proposal #8 Rev 1.
- Purchase and installation of linoleum flooring within the first floor elevator lobby and Pandemic-related inflation costs in the price of the linoleum flooring for both elevator lobbies, as described in the attached Change Proposal #12.
- Installation of a new gypsum board ceiling in the first floor elevator lobby as well as furring of one wall in this space, as described in the attached Change Proposal #13.

The attached **Change Order #6** formalizes the additional work included in the three attached change proposals from Picone Construction Corp., for a total additional cost of **\$2,208.12**.

When you receive it, the enclosed Change Order document will have been signed by the contractor and myself. Please sign the space at the bottom right of the document and then forward a copy to our office and to Picone. Once signed by all three parties, this work is formally added to the contract.

Should you have any questions or wish to discuss this matter further, please do not hesitate to call me.

Sincerely,

LaLuce Mitchell, RA
Project Architect
Flynn Battaglia Architects, D.P.C.



FLYNN | BATTAGLIA

Attachments:

Change Order #6

Picone Construction Change Proposal #08 Rev I

Picone Construction Change Proposal #12

Picone Construction Change Proposal #13

[X:\00370 Perry Village Hall ADA\Correspondence\Construction Administration\Change Orders\2022-0303 Change Order #6 recommendation letter.docx](#)

PCC CHANGE PROPOSAL / APPROVAL

Project No. & Name: 21-010 Perry Village Hall ADA Improvment	Architect Name: Flynn Battaglia	Arch Project No.:	CP # 08Rev 1
General Contractor: Picone Construction Corporation			
Updated drawing A5-02 revisions Pick up/Purchase roll of 6" pipe and install from downspout to curb. Had the site contractor pick up material amd install on T&M			
Note - The rip rap indicated in A5-02 would be installed at about 4-6" thick with fabric and use the river rock from local gravel pi to make it a no cost change to the project. The Steel Mesh is per IWF shops and is wash with tread changes			
We assume this changed work will be completed during originally contracted project schedule No additional costs have been included in the Proposal for our additional Supervision and General Requirement fees We reserve our right to add theses costs if work is done outside of originally contracted project schedule			
Cost Details:			
PCC Labor (supporting detailed Estimate attached)		\$	0.00
PCC Materials, Equipment & Other Costs (supporting detailed Estimate attached)		\$	0.00
Purchase Orders (supporting detailed Proposal(s) attached)			
<u>Company</u>	<u>Category of Work</u>	<u>Amount</u>	
_____	_____	\$ 0.00	
_____	_____	\$ 0.00	
_____	_____	\$ 0.00	
Purchase Orders Subtotal:		\$	0.00
Subtotal - Labor, Mtl, Equip & PO:		\$	0.00
G. C. Overhead & Profit Markup @:		15%	\$ 0.00
Subcontracts (supporting detailed Proposal(s) attached)			
<u>Company</u>	<u>Category of Work</u>	<u>Amount</u>	
Sharco	Site Work	\$ 555.45	
_____	_____	\$ 0.00	
_____	_____	\$ 0.00	
Subcontracts Subtotal:		\$	555.45
Contractors Commission on Total of Subcontracts @:		10%	\$ 55.55
Subtotal:		\$	611.00
Performance & Payment Bond Cost Fee (if applicable):		1.00%	\$ 6.11
TOTAL CHANGE PROPOSAL AMOUNT:		\$	617.10
Time Extension (supporting documentation attached) Calendar Days <u>00</u>			
Contractor: Picone Construction Corp. Proposed By: 		Architect: Flynn Battaglia Architects Approved By: _____	
Owner: Village of Perry Approved By: _____			
Date	11/19/2021	Date:	_____

PICONE CONSTRUCTION CORPORATION
DAILY EXTRA WORK FORM

Day & Date: Thursday 11-18-21

PCC Project No. & Name: 21-010 Perry Village

Superintendent/Foreman: Jason Bryant

Check One: ☒ Time & Material Work (02) OR ☐ Backcharge Work (03)

Full Description of All Work: Reroute Gutter drainage line underground through stairs area and out the other side of curb. Time includes obtaining materials

LABOR:

TRADE	NAME	REG HRS	PREM HRS	RATE	SUBTOTAL
Sharco	Rick		2	76	152
Sharco	Scott		2	76	152
LABOR TOTAL					304

MATERIAL / EQUIPMENT:

QUANTITY	DESCRIPTION	SUBTOTAL
1	23ft of 6inch drainage tube	179
MATERIAL / EQUIPMENT TOTAL		
		+ 15%
TOTAL EXTRA WORK		555.45

DATE: 11/19/21

PCC CHANGE PROPOSAL / APPROVAL

Project No. & Name: 21-010 Perry Village Hall ADA Improvment	Architect Name: Flynn Battaglia	Arch Project No.:	CP # 12
General Contractor: Picone Construction Corporation			
Add floor in room 100 and delete one cutting tiles for 1 board in elevator lobby for 2nd floor per updated drawing. Have not been able to order the colors and there has been a price increase which is also included in the attached.			
We assume this changed work will be completed during originally contracted project schedule No additional costs have been included in the Proposal for our additional Supervision and General Requirement fees We reserve our right to add theses costs if work is done outside of originally contracted project schedule			
Cost Details:			
PCC Labor (supporting detailed Estimate attached)		\$	0.00
PCC Materials, Equipment & Other Costs (supporting detailed Estimate attached)		\$	0.00
Purchase Orders (supporting detailed Proposal(s) attached)			
<u>Company</u>	<u>Category of Work</u>	<u>Amount</u>	
_____	_____	\$ 0.00	
_____	_____	\$ 0.00	
_____	_____	\$ 0.00	
Purchase Orders Subtotal:		\$	0.00
Subtotal - Labor, Mtl, Equip & PO:		\$	0.00
G. C. Overhead & Profit Markup @:		15%	\$ 0.00
Subcontracts (supporting detailed Proposal(s) attached)			
<u>Company</u>	<u>Category of Work</u>	<u>Amount</u>	
Procarpet	Flooring	\$ 671.78	
_____	_____	\$ 0.00	
_____	_____	\$ 0.00	
Subcontracts Subtotal:		\$	671.78
Contractors Commission on Total of Subcontracts @:		10%	\$ 67.18
Subtotal:		\$	738.96
Performance & Payment Bond Cost Fee (if applicable):		1.00%	\$ 7.39
TOTAL CHANGE PROPOSAL AMOUNT:		\$	746.35
Time Extension (supporting documentation attached)		Calendar Days	00
Contractor: Picone Construction Corp. Proposed By: 	Architect: Flynn Battaglia Architects Approved By: _____	Owner: Village of Perry Approved By: _____	
Date	12/8/2021	Date:	_____



5580 W. Ridge Road
Spencerport, NY 14559

www.procarpetinc.com

Office: 585-352 - 5905
Fax: 585 - 352 - 1843

Change Order #1

Submitted To:	Description of Job:
John Burkhardt Picone Construction	Changes due to price increases and pattern layout
	Phone: _____ Date: 12/8/2021

We Hereby Submit specifications and estimates for:

installation of new flooring as follows

Perry Village Hall

Prevailing Wages

Specs: 096543

Addendums: 1, 2, 3

Quantity	Description	Unit Price	Total
215.28 SF	Forbo MCT Original Pricing \$2.31sf Increased to \$2.75sf	\$0.44	\$94.72
107.64 SF	Forbo MCT Original Pricing \$2.31sf Increased to \$2.75sf	\$0.44	\$47.36
24 LF	Scribe cut borders	\$3.00	\$72.00
52.83 SF	Room 100 Add Forbo MCT Eiger	\$2.31	\$122.04
52.83 SF	Frobo MCT Stone	\$2.31	\$122.04
56 SF	Install	\$2.25	\$126.00
Cuts Added Room 100 = 7'2" * 2 + 4'8" * 2 = 23'8" Then need to do the cuts for Lin 1 and Lin 2 so a total of about 48' of cuts to make the borders. Original border pattern - Had 3 different tile so had to cut 3 different tile colors to create a border. Now doing 2 so eliminating about 24' Difference is about 24LF			
Notes:		Sub-Total	\$584.16
		O&P 15%	\$87.62
		Total	\$671.78

We Hereby Propose to furnish labor and materials in accordance with the above specifications, for the sum of:

As Above

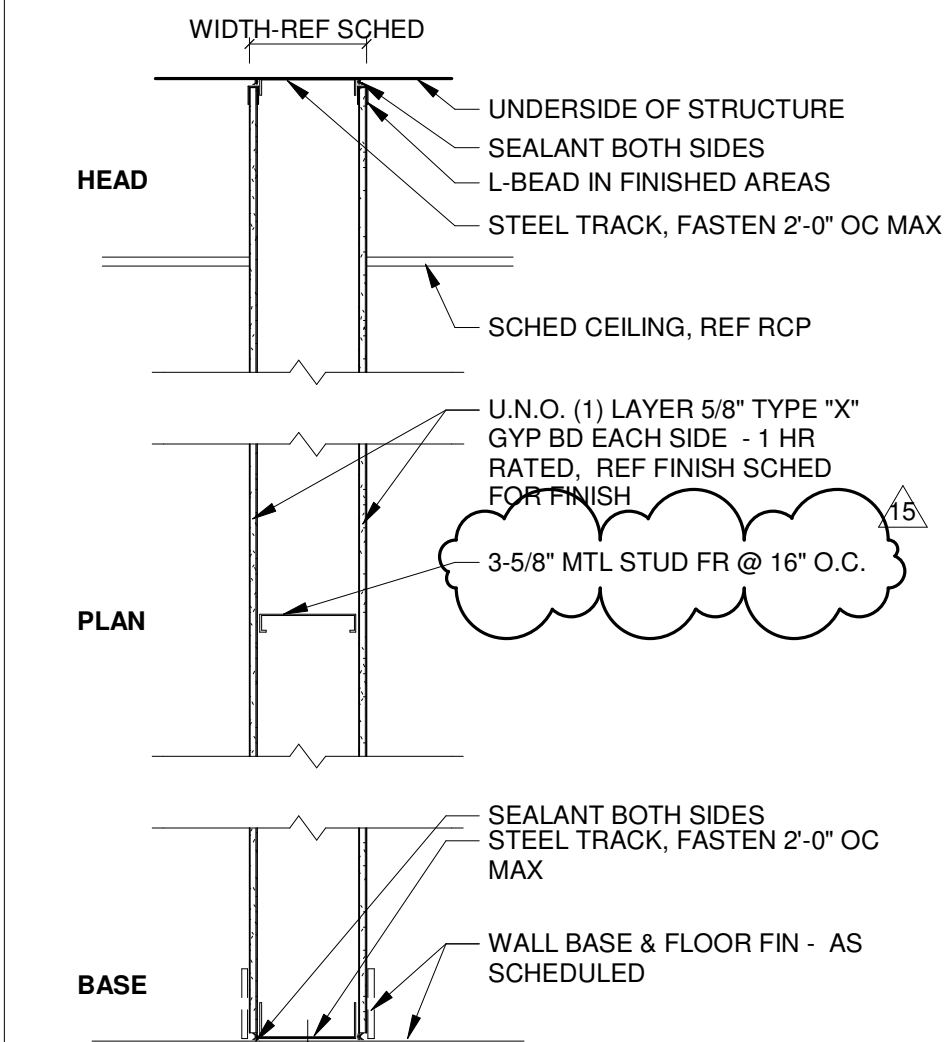
With Payment to be made as follows:

Net 30 Days

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner.

Acceptance of Proposal:	Authorized Signature:
Signature: _____	Signature: <u>Scott Fitzgerald</u>
Date Accepted: _____	Note: This proposal may be withdrawn by us if not accepted within ____ Days
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	

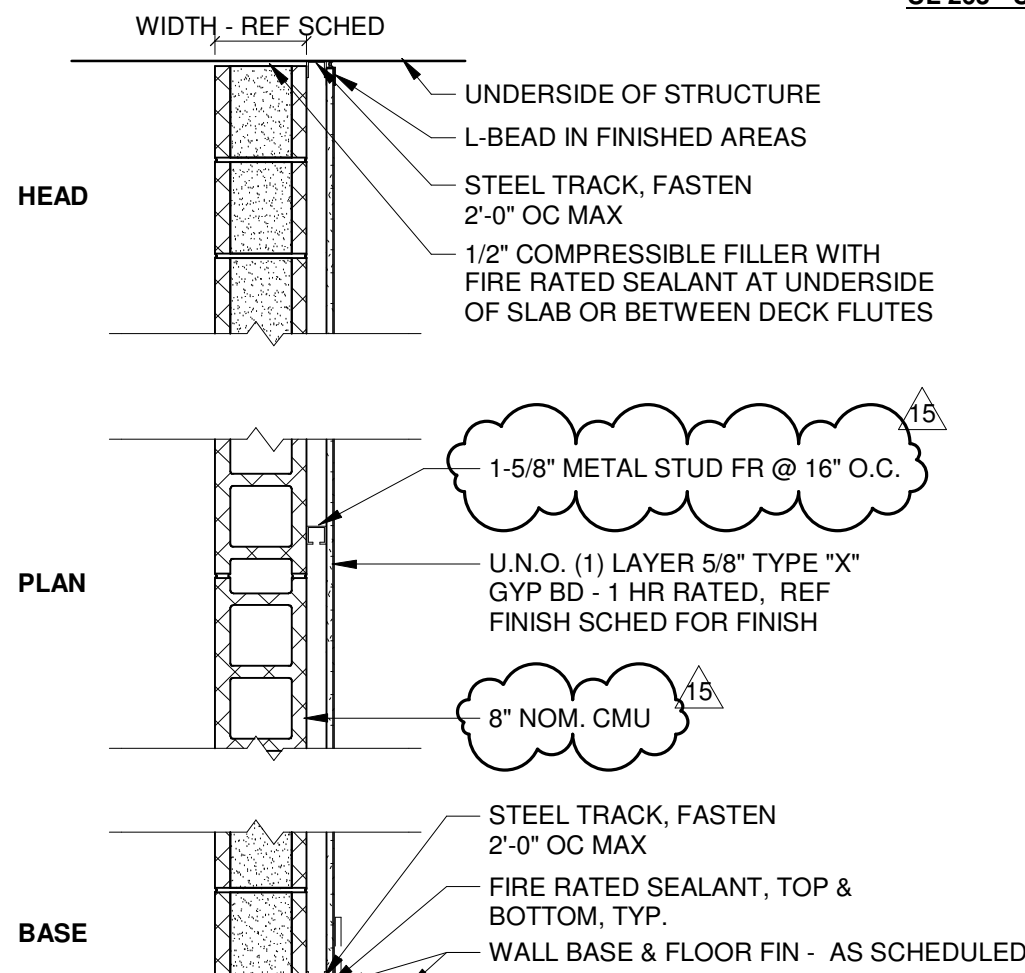
TYPE 1 - FULL HEIGHT GWB PARTITION



TYPE	WIDTH	INSULATION	FIRE RATING	COMMENTS
1	4 7/8"			

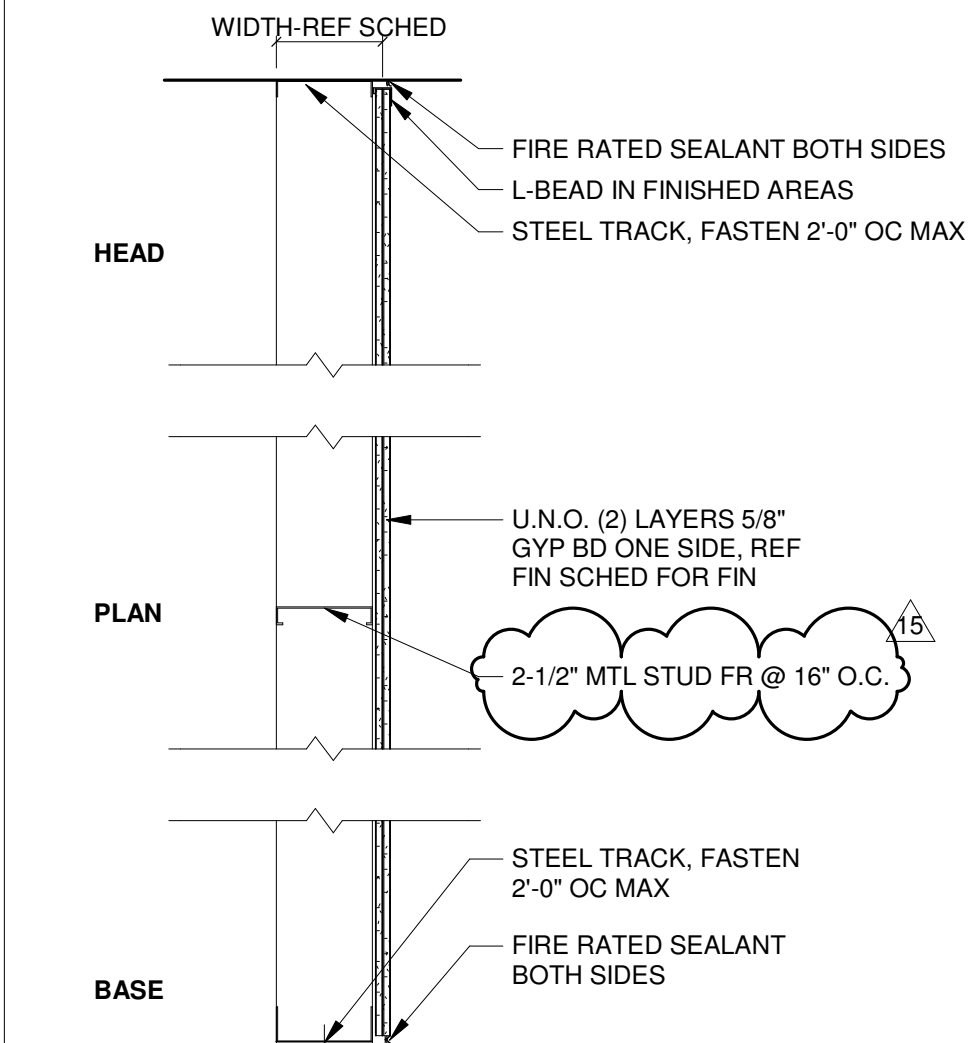
TYPE 2 - FULL HT. CMU WALL

UL 263 - U912



TYPE MARK	WIDTH	INSULATION	FIRE RATING	COMMENTS
2	9 7/8"		1 HR	FUR OUT W/ MTL STUDS & GWB AS SHOWN
2A	7 5/8"		1 HR	CMU BLOCK ONLY

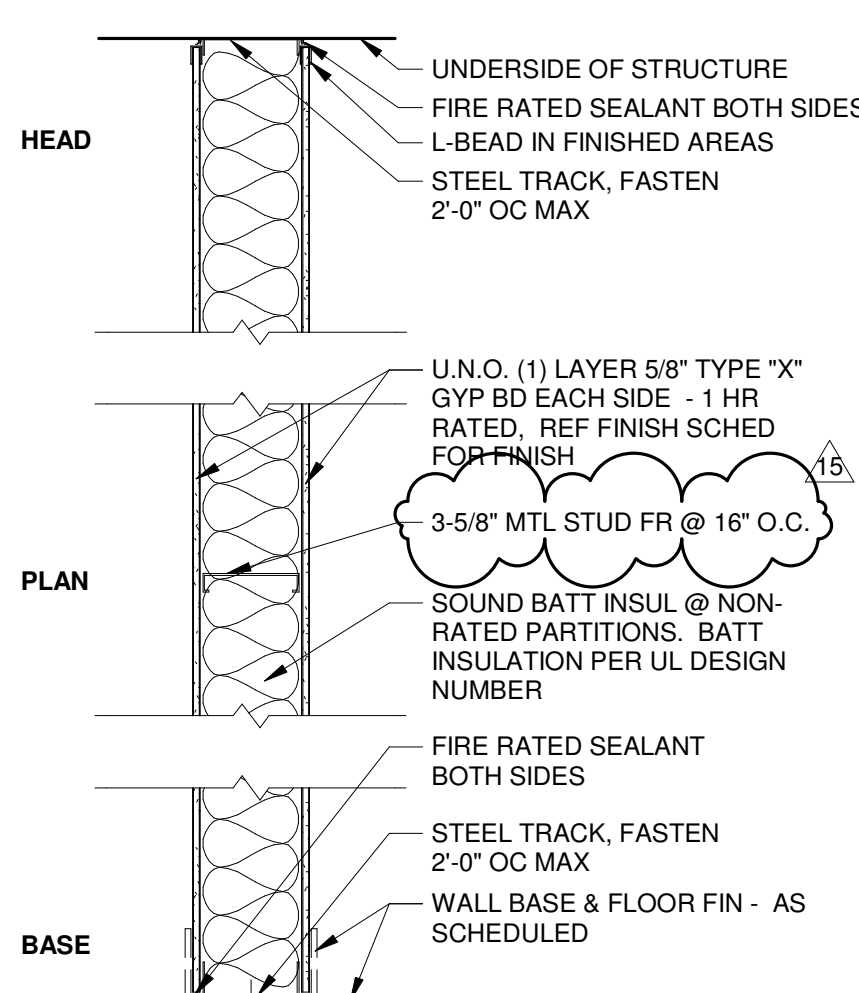
TYPE 3 - SINGLE SIDED PARTITION



TYPE	WIDTH	INSULATION	FIRE RATING	COMMENTS
3	3 3/4"			

TYPE 4 - 1 HR RATED GWB PARTITION

UL 263 - U423



TYPE	WIDTH	INSULATION	FIRE RATING	COMMENTS
4	4 7/8"	Yes	1 HR	MIN. STC RATING 45

ROOM FINISH SCHEDULE

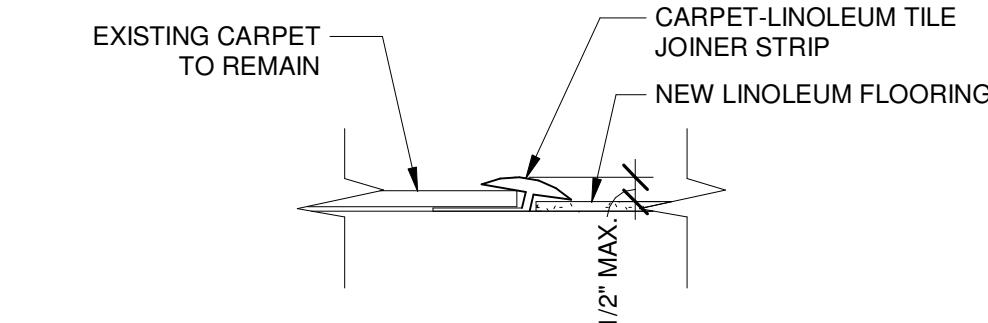
NUMBER	ROOM	FLOOR	BASE	WALL	CEILING	Comments
G101	EXISTING POLICE BREAK ROOM	EXISTING CONCRETE	--	--	--	
100	NEW ELEV. LOBBY	LINO-1, LINO-2	WD	EXISTING/PNT-1	EXISTING/PNT-2	Note 5
102	VILLAGE CLERK OFFICE	EXISTING CARPET	GW/PNT-1	EXIST. WD	EXISTING/PNT-2	Note 3
200	NEW ELEVATOR LOBBY	LINO-1, LINO-2	WD	PNT-1	PNT-2	Note 4
200A	NEW COAT CLOSET	EXIST. HARDWOOD	WD	GW/PNT-1	GW/PNT-2	
201	EXISTING ASSEMBLY HALL	EXIST. HARDWOOD	EXIST. WD	GW/PNT-1	EXISTING	
202	EXISTING STORAGE	EXISTING CONCRETE	RB-1	GW/PNT-1	EXISTING	Note 1
204	EXISTING STAIR	LINO-1, LINO-2	WD	EXISTING/PNT-1	EXISTING/PNT-2	Notes 2, 4

ROOM FINISH SCHEDULE NOTES:

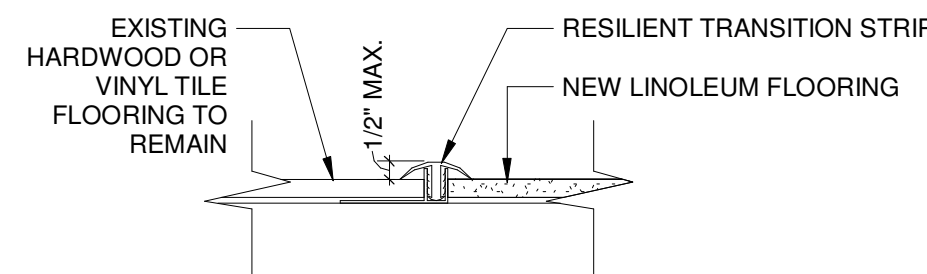
1. NEW GYPSUM WALL BOARD AT NEW WALL ADJACENT TO ELEVATOR SHAFT ONLY. PAINT ALL WALLS AND CEILING.
2. PAINT WALLS AND CEILING SURROUNDING TOP LANDING ONLY
3. (NOT USED - NOTE REMOVED)
4. LINOLEUM FLOOR PATTERN PER DETAIL 2/A6-02.
5. LINOLEUM FLOOR PATTERN PER DETAIL 3/A6-02.

ROOM FINISH KEY

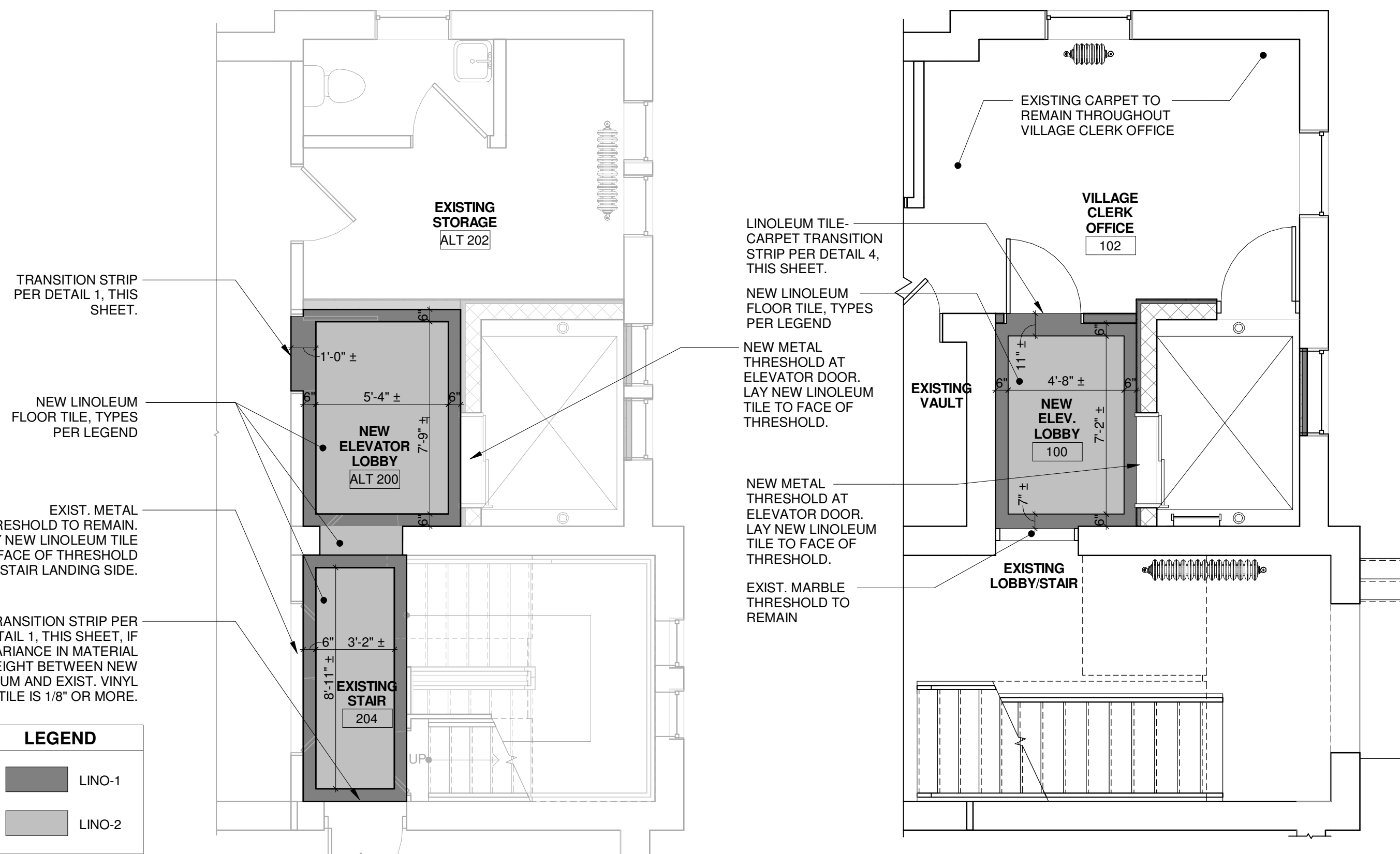
LINO-X	LINOLEUM FLOORING (SEE SPEC)
WD	WOOD
GW/PNT	GYPSUM WALL BOARD PAINTED (SEE SPEC)
PNT	PAINT
RB-1	RUBBER BASE



4 LINOLEUM-CARPET TRANSITION DETAIL
6" = 1'-0"



1 LINOLEUM TILE TRANSITION DETAIL
6" = 1'-0"



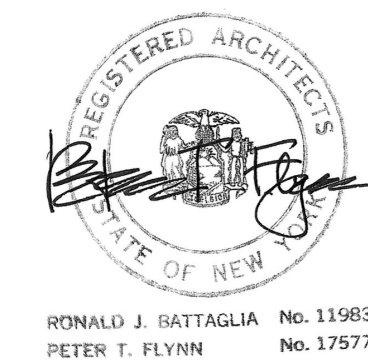
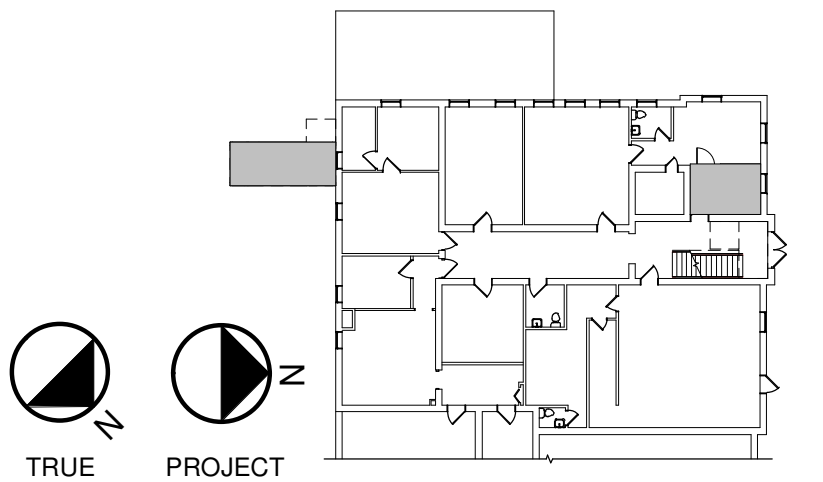
2 PARTIAL SECOND FLOOR FINISH PLAN
1/4" = 1'-0"

3 PARTIAL FIRST FLOOR FINISH PLAN
1/4" = 1'-0"

FINISH SELECTIONS SCHEDULE

FINISH DESIGNATION	SELECTION
LINO-1	FORBO MCT 629 "EIGER"
LINO-2	FORBO MCT 3888 "STONE"
PNT-1	SHERWIN-WILLIAMS 7029 "AGREEABLE GRAY"
PNT-2	SHERWIN-WILLIAMS 7004 "SNOWBOUND"

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THE REGISTERED PROFESSIONAL CERTIFIES THAT THIS PROJECT HAS BEEN DESIGNED BY ME, OR UNDER MY SUPERVISION, IN ACCORDANCE WITH: THE BUILDING CODE OF NEW YORK STATE AND THE ENERGY CONSERVATION CODE OF NEW YORK STATE AND APPLICABLE FEDERAL LAWS AND REGULATIONS AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE CONSTRUCTION DOCUMENTS ARE IN CONFORMANCE THEREWITH.

DATE 01/05/2020



FLYNN | BATTAGLIA

617 Main Street, Suite 401
Buffalo, New York 14203
Telephone (716) 854-2424



PETRILLI STRUCTURAL & CONSULTING ENGINEERING, P.C.

245 Kinsey Ave
Kenmore, New York 14217
Telephone (716) 854-3508



P.MAX ENGINEERING, P.C.

598 Lafayette Ave
Buffalo, New York 14222
Telephone (716) 381-9389

PERRY VILLAGE HALL ADA IMPROVEMENTS

VILLAGE OF PERRY
46 N. MAIN ST.
PERRY, NY 14530

PERMIT SET

NOTES & REVISIONS:

Revision Schedule		
Revision Number	Date	Description
9	10/28/2021	Rev. per owner request
15	11/12/2021	Drawing clarifications

DRAWING ISSUED: NOV. 12, 2021

Project Number: 00370 Scale: As indicated

Drawn By: MB Checked By: MM, LM

Drawing Title
PARTITION & FINISH SCHEDULES

Drawing Number

A6-02

PCC CHANGE PROPOSAL / APPROVAL

Project No. & Name: 21-010 Perry Village Hall ADA Improvment		Architect Name: Flynn Battaglia		Arch Project No.:	CP # 13																																																																																																
General Contractor: Picone Construction Corporation																																																																																																					
CP#13 is for ceiling work and wall work in the Elev Lobby 100 Wall - There was originally no demo at the existing wall at the vault. The wall had old paneling and wall paper. PCC removed at no cost. After seeing the condition of the wall and that light fixtures go on the wall it was determined to fur out with 1 5/8 and dryall. Mader did T&M Ceiling - There ended up being a concrete deck and a lower ceiling in this space. Lower ceiling needed to be cut back to install the shoring for concrete deck. There is also an existing IT cable running below the lower ceiling. Providing credit for what had in for patching and an add for drywall ceiling.																																																																																																					
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Date <u>2/21/2022</u>		Date: _____		Date: _____																																																																																																	

If want ACT ceiling then the add would be \$415.00

CONSTRUCTION COMPANY, INC.

ADDITIONAL WORK ORDER

Work Order Number

22260

Date

2/11/22

Job Name

Perry Village

Job No.

1066

1 5/8 wall at 1st floor extra per Sam 3 hrs
Masons - 2nd floor 1 DW - 2 hrs
3 hrs - misc wood removal at windows and
2nd floor ceiling repair

Above additional work will be performed under same conditions as specified in original contract unless otherwise stipulated.

This Additional Work Authorization when signed shall constitute a binding change order and is not subject to later approval by the owner and/or general contractor. Once signed, the document serves as acknowledgement that all work provided was performed in a good and workmanlike manner, that the hours recited are accurate and were performed in furtherance of the authorized additional work; that all labor rates noted are correct and that all equipment and material charges are accurate and fair and reasonable and were utilized in furtherance of the additional work. In the event the changes noted in the Within Additional Work Authorization subsequently fail to be memorialized by the power or general contractor into a separate written change order, than in such an event this Agreement shall be deemed to be a separate and Independent Agreement fully enforced in accordance with its terms against the signing party supported by adequate consideration the receipt of which is acknowledged.

MATERIAL used to perform work:

8 PCS. 10' 1 5/8 stud
2 PCS. 1 3/8 track
3 PCS. 5/8 X 10' DW 1st floor
2 PCS. 5/8 X 12' DW 2nd floor
3 PCS. 12' 3/8 stud - Ceiling
PCS.
PCS.
PCS.

LARGE EQUIPMENT

3% Small Tool Charge

LABOR used to perform work.

	Straight	Premium
Carp. Foreman	8	
Carpenter		
Plas. Foreman		
Plasterer		
Tape Foreman		
Taper		
Laborers		
Trucking		

Contractor: PTCone Const

Authorized Signature:

Print Name:

Jason Bryant

Date:

2/11/22

(To be completed by Office)

at	.75/LF	= \$	60.00
at	.75/LF	= \$	15.00
at	.40/SF	= \$	48.00
at	.40/SF	= \$	32.00
at	1.10/LF	= \$	39.60
at		= \$	
at		= \$	
at		= \$	
at		= \$	
at		= \$	
at		= \$	

Sub Total \$
Sales Tax \$
Overhead & profit \$
TOTAL MATERIAL \$ 194.60

Hours at	\$ 77.51	= \$	620.08
Hours at	\$	= \$	
Hours at	\$	= \$	
Hours at	\$	= \$	
Hours at	\$	= \$	
Hours at	\$	= \$	
Hours at	\$	= \$	
Hours at	\$	= \$	

TOTAL LABOR \$ 620.08

OVERHEAD & PROFIT \$ 122.20

1.1% BOND \$

TOTAL AMOUNT DUE \$ 742.28

White - Office

Pink - Contractor

Yellow - Office

Green - Foreman



MADER CONSTRUCTION COMPANY, INC.

970 Bullis Road
P.O. Box 420
Elma, New York 14059
(716) 655-3400
Fax (716) 655-4427
www.maderconstruct.com

QUOTE COVER SHEET

DATE: 2/15/2022 TIME: _____
TO: Picone NO. _____
ATTN: John _____
FROM: Charlie _____
REF: Perry Village _____

TOTAL PAGES (Including cover page): 1

DESCRIPTION: Credit to deduct plaster patching in the elevator lobby 100.

MATERIAL

Lath Material	44.00
Plaster Material	80.00

LABOR

4 HRS.	CARPENTER FOREMAN	@	66.02	264.08
HRS.	CARPENTER	@	59.15	-
12 HRS.	TAPER	@	64.98	779.76
HRS.	TRUCKING	@	75.00	-

SUBCONTRACTORS

TOTAL CREDIT	1,167.84
--------------	----------

SIGNATURE _____



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QUOTE COVER SHEET

DATE: 2/15/2022 TIME: _____
TO: Picone NO. _____
ATTN: John _____
FROM: Charlie _____
REF: Perry Village _____

TOTAL PAGES (Including cover page): 1

DESCRIPTION: Option 1: Drywall ceiling @ 9' in lieu of plaster patching.

MATERIAL

Framing Material	70.00
Drywall Material	80.00
Misc Material	50.00

LABOR

4 HRS.	CARPENTER FOREMAN	@	66.02	264.08
4 HRS.	CARPENTER	@	59.15	236.60
4 HRS.	TAPER	@	64.98	259.92
3 HRS.	TRUCKING	@	75.00	225.00

SUBCONTRACTORS

ADD	1,185.60
LESS CREDIT	(1,167.84)
TOTAL ADD	\$ 17.76

SIGNATURE _____



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QUOTE COVER SHEET

DATE: 2/15/2022 TIME: _____
TO: Picone NO. _____
ATTN: John _____
FROM: Charlie _____
REF: Perry Village _____

TOTAL PAGES (Including cover page): 1

DESCRIPTION: Option 2: Acoustic ceiling @ 9' in lieu of plaster patching.

MATERIAL

Acoustic Material	200.00
Misc Material	50.00

LABOR

4 HRS.	CARPENTER FOREMAN @	66.02	264.08
HRS.	CARPENTER @	59.15	-
HRS.	TAPER @	64.98	-
3 HRS.	TRUCKING @	75.00	225.00

SUBCONTRACTORS

ADD	739.08
LESS CREDIT	(1,167.84)
TOTAL CREDIT	\$ (428.76)

SIGNATURE _____

Village Hall Capital Project Budget

<i>Revenue</i>	<i>Account</i>	<i>Original Budget</i>	<i>Amended Budget</i>
CD4789	Federal Aid	\$ 300,000.00	\$ 300,000.00
	Draw #1		\$ 6,270.00
	Draw #2		\$ 38,430.82
	Draw #3		\$ 32,873.80
CD4789	Balance		\$ 222,425.38

CD5031	Interfund Transfer	\$ 189,100.00	\$ 195,086.50
	BA for air quality monitoring		\$ 2,068.00
	BA for change order #1		\$ 3,918.50

<i>Expense</i>	<i>Account</i>	<i>Original Budget</i>	<i>Amended Budget</i>
CD8666.2	Engineering/Architect Fees	\$ 57,300.00	\$ 57,300.00
	Flynn Battaglia		\$ 75,200.14
CD8666.2	Balance		\$ (17,900.14)

CD8666.21	CDBG Administration	\$ 18,000.00	\$ 18,000.00
	LaBella		\$ 3,200.00
	LaBella		\$ 3,200.00
	LaBella		\$ 3,200.00
CD8666.21	Balance		\$ 8,400.00

CD8666.22	Building Construction	\$ 413,800.00	\$ 419,786.50
	Picone pay app #1		\$ 6,270.00
	Picone pay app #2		\$ 32,160.82
	Stohl		\$ 3,318.75
	DiMatteo		\$ 250.00
	DiMatteo		\$ 512.50
	Encorus		\$ 676.00
	Stohl		\$ 1,920.00
	Picone pay app #4		\$ 32,873.80
	AAC Contracting		\$ 205.00
	Encorus		\$ 2,381.00
	Picone pay app #3		\$ 6,495.44
	Picone pay app #5		\$ 168,451.82
	Picone pay app #6		\$ 111,379.12
	Encorus		\$ 1,291.00
	Stohl		\$ 23,347.75
	Encorus		\$ 446.00
	Remaining Picone Contract		\$ 167,902.68
	Known Change Orders and Costs		\$ 3,303.12
CD8666.22	Balance		\$ (143,398.30)

<u>GENERAL FUND</u>	<u>31-May-21</u>	<u>Budget amendments Anticipated</u>		<u>Projected balance</u>
		<u>to date</u>	<u>amendments</u>	
<i>Nonspendable</i>				
Notes receivable				
<i>Restricted</i>				
Equipment	\$ 205,007.82			\$ 205,007.82
Fire Apparatus	\$ 85,532.63			\$ 85,532.63
Repair	\$ 99,156.60			\$ 99,156.60
Employee Benefits and accrued liabilities	\$ 38,324.97			\$ 38,324.97
Park Capital	\$ 10,032.14			\$ 10,032.14
<i>Other</i>				
Assigned	\$ 15,918.00	\$ 15,918.00		\$ -
Unassigned	\$ 846,706.00	\$ 339,009.80	\$ 63,883.20	\$ 443,813.00
Total fund balance and reserves	\$ 1,300,678.16			\$ 881,867.16

WATER FUND

<i>Restricted</i>				
Capital Reserve	\$ 87,406.79			\$ 87,406.79
<i>Other</i>				
Assigned	\$ 5,479.95	\$ 5,479.95		\$ -
Unassigned	\$ 745,531.65	\$ 79,045.00		\$ 666,486.65
Total fund balance and reserves	\$ 838,418.39			\$ 753,893.44

SEWER FUND

<i>Restricted</i>				
Capital Reserve	\$ 162,509.43			\$ 162,509.43
<i>Other</i>				
Unassigned	\$ 380,592.13			\$ 380,592.13
Total fund balance and reserves	\$ 543,101.56			\$ 543,101.56

Local Law # 4 of the year 2022

OVERRIDING THE PROPERTY TAX LEVY LIMIT

WHEREAS, the State of New York has enacted General Municipal Law requiring that municipalities, with certain exceptions, caps the growth of the property tax levy; and

WHEREAS, the statutory formula for calculation of permitted property tax levy growth may require the Village of Perry to roll back property tax rates to stay within statutory caps; and

WHEREAS, the proposed budget forecasts the potential need to exceed the statutory property tax levy cap.

NOW, THEREFORE BE IT ENACTED:

Section 1. Legislative Intent.

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Village of Perry pursuant to General Municipal Law § 3-c, and to allow the Village to adopt a budget for the fiscal year 2023 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

Section 2. Authority.

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the Board of Trustees to override the tax cap by the adoption of a local law approved by vote of sixty percent (60%) of the Board.

Section 3. Tax Levy Limit Override.

The Board of Trustees of the Village of Perry, Wyoming County is hereby authorized to adopt a budget for the fiscal year 2023 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal Law, §3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

Village of Perry
Village Board Meeting
3/7/2022

Clerk/Deputy Treasurer Report

FY 2021-2022

Abstract #19

Vouchers #1448 - 1525

General Fund	\$ 57,142.52
Special Grant Fund	\$ 27,073.75
Water Fund	\$ 11,659.89
Sewer Fund	\$ 8,822.58
Capital Projects Fund	\$ 29,149.20
Trust & Agency	\$ -
Silver Lake Watershed Commission	\$ 37.99
Total	\$ 133,885.93

- Vouchers were audited by Trustee Draper
- Total prepaid to avoid late fees \$ 699.68
- Breakdown of Capital Projects:

Silver Lake Trail - Footbridge	\$ 2,551.74
Lead Service Line Replacement	\$ 810.00
WWTP Project	\$ 14,383.46
Resiliency Study - NYMS	\$ 4,224.00
I&I Study	\$ 7,180.00
Village Hall Project	\$ 26,993.75
NYMS 2019 grant admin	\$ 80.00